

Municipal Securities Post-Issuance Disclosure Policy



CITY OF FORT LAUDERDALE

**100 North Andrews Avenue
Fort Lauderdale, FL 33301**

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Appendix A

Continuing Disclosure Agreements and Requirements

Appendix B

CUSIPs

A. Purpose

The City of Fort Lauderdale, Florida (the “City”) is committed to providing timely and consistent dissemination of financial information in accordance with the requirements of the U.S. Securities and Exchange Commission (“SEC”) Rule 15c2-12 (the “Rule”) and the continuing disclosure undertakings of the City pursuant to the Rule.

This policy affirms the City’s commitment to fair and accurate post-issuance disclosure. The goal is to establish and maintain guidelines for presenting relevant financial reports and events to interested third parties, financial institutions and the general public in compliance with the Rule and the City’s continuing disclosure undertakings.

B. Scope

This policy covers all City employees and officials of the City. It covers disclosure documents filed with the SEC, statements made in the City’s Comprehensive Annual Financial Report (the “CAFR”) and in any unaudited interim financial reports of the City, as well as official public statements made by authorized City officials.

C. Responsibility of the Disclosure Working Group

The City has established a Disclosure Working Group (“DWG”) consisting of the City Manager or designee, Director of Finance, Deputy Director of Finance, Controller, Treasurer, Budget Manager, City Auditor, Disclosure Counsel, and others from the Finance Department as designated by the Director of Finance. In connection with each primary offering subject to the Rule, as well as annually in connection with its continuing disclosure filings required by the Rule, the DWG will systematically review reports filed with the SEC or the Municipal Securities Rulemaking Board’s (“MSRB”) Electronic Municipal Market Access (“EMMA”) System <http://dataport.emma.msrb.org> and other public statements to determine whether any updates or corrections are required. The DWG will review and update, if necessary, this disclosure policy on an annual basis. Finally, the DWG will notify the City’s disclosure dissemination agent (the “Disclosure Dissemination Agent”), the SEC or the MSRB, as appropriate, of developments and events that affect the City and its continuing disclosure undertakings.

The City’s primary spokesperson related to the City’s financial information, debt and financings, and other financial reports and events is the City’s Treasurer. Others within the City may, from time to time, be designated by the Treasurer as spokespersons on behalf of the City and respond to specific inquiries. It is essential that the DWG be fully apprised of all material developments of the City in order to discuss and evaluate those events and determine the appropriateness and timing for the release of information.

The City or its designated agent will provide continuing disclosure documents and related information to EMMA in the time periods required pursuant to the City's continuing disclosure undertakings. The continuing disclosure documents, which include the CAFR, operating data of the City, as described in the City's continuing disclosure undertakings, and event notices, will be posted to the EMMA website by the City's current Disclosure Dissemination Agent, Digital Assurance Certification, LLC ("DAC"), or its successor.

D. Annual Reporting Date Requirements

Appendix A contains the Continuing Disclosure Agreements and the disclosure requirements for the debt issues outstanding as of the date of adoption of this Policy, which are subject to the Rule. The CUSIP numbers for each of these debt issues are attached as Appendix B. For a current list of the City's debt issues, including those which are not subject to the Rule, please refer to the City's long-term debt note found in its most current CAFR.

E. Event Notice Requirements

1. For any debt subject to the Rule and issued on or after December 1, 2010, the following events shall be provided to the Disclosure Dissemination Agent, for further filing with the MSRB, *within ten (10) business days of their occurrence*.

Unless otherwise specified, the City's Treasurer will be responsible for monitoring the occurrence of these events, determining (if necessary) their materiality, and notifying the Dissemination Agent of the occurrence of an event for further filing with the MSRB:

- Principal and interest payment delinquencies;
- Non-payment related defaults, if material;
- Unscheduled draws on debt service reserves reflecting financial difficulty;
- Unscheduled draws on credit enhancements reflecting financial difficulty;
- Substitution of credit or liquidity providers, or their failure to perform;
- Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices of determination with respect to the tax status of the security or other material events affecting the tax status of the security;
- Modifications to rights of security holders, if material;
- Bond calls, if material, and tender offers;
- Defeasances;

- Release, substitution, or sale of property securing repayment of the securities, if material;
 - Rating changes;
 - Bankruptcy, insolvency, receivership or similar event of the City;
 - The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
 - Appointment of a successor or additional trustee or the change of name of a trustee, if material.
2. For any debt subject to the Rule and issued prior to December 1, 2010, the following events, *if determined to be material*, shall be provided to the Disclosure Dissemination Agent, for further filing with the MSRB, “in a timely manner.”
- Principal and interest payment delinquencies;
 - Non-payment related defaults;
 - Unscheduled draws on debt service reserves reflecting financial difficulty;
 - Unscheduled draws on credit enhancements reflecting financial difficulty;
 - Substitution of credit or liquidity providers, or their failure to perform;
 - Adverse tax opinions, or events affecting the tax-exempt status of the security;
 - Modifications to rights of security holders;
 - Bond calls;
 - Defeasances;
 - Release, substitution, or sale of property securing repayment of the securities; and
 - Rating changes.

In addition, the City’s Treasurer will be responsible for providing notice, in a timely manner, of a failure to provide any of the City’s required annual financial information by the date specified in the continuing disclosure undertaking.

F. Voluntary Disclosure Requirements

In addition to preparing annual reports and event notices, the City may wish to keep investors informed by providing information that is not required to be provided under the Rule or its continuing disclosure undertakings. Examples of such types of information

are direct placements with banks (i.e., “bank loans”), investments, interim financial information, capital improvement plans, fund balance policies and financial forecasts.

Because providing such information is voluntary, the City’s Treasurer will monitor events which may impact the City so that a determination can be made as to whether the event should be disclosed.

The list below is comprised of events and financial disclosure which the MSRB has suggested issuers may wish to disclose voluntarily. Some of these events are not applicable to the City’s bonds, but the DWG may wish to consider filing some of these events with the Disclosure Dissemination Agent for further filing with the MSRB:

1. “amendment to continuing disclosure undertaking;”
2. “change in City;”
3. “notice to investors pursuant to bond documents;”
4. “certain communications from the Internal Revenue Service;”
5. “secondary market purchases;”
6. “bid for auction rate or other securities;”
7. “capital or other financing plan;”
8. “litigation/enforcement action;”
9. “change of tender agent, remarketing agent, or other on-going party;”
10. “derivative or other similar transaction;”
11. “other event-based disclosures;”
12. “quarterly/monthly financial information;”
13. “change in fiscal year/timing of annual disclosure;”
14. “change in accounting standard;”
15. “interim/additional financial information/operating data;”
16. “budget;”
17. “investment/debt/financial policy;”
18. “information provided to rating agency, credit/liquidity provider or other third party;”
19. “consultant reports;” and
20. “other financial/operating data.”

Evidence of the filings for each of the above event notices, when made, shall be maintained on the DAC system, for so long as DAC is the Disclosure Dissemination Agent.

G. Third Party Information/Quarterly Disclosure Requirements

Currently, the City is not required to file interim financial information. In the future, if such filings are required in continuing disclosure undertakings, the City's Treasurer will contact the Disclosure Dissemination Agent for assistance when these filings become necessary.

H. Report to Bondholders

Annually, the City shall prepare and release to all interested parties an Annual Secondary Market Disclosure Report required under the Continuing Disclosure Rules promulgated by the SEC (the "Annual Report to Bondholders"). The information presented on general government funds and on each enterprise system shall comply with the disclosure obligations set forth in the Continuing Disclosure Commitments delivered by the City with its debt obligations that are subject to the Rule, and with other obligations that require the City to disclose information to the investment community. The Annual Report to Bondholders will also include, by attachment, the most recent audited financial statements of the City.

I. Coordinating Continuing Disclosure with Primary Disclosure

It is expected that the DWG will be responsible for collecting and reviewing information set forth in official statements prepared in connection with new bond offerings.

The "Management's Discussion and Analysis" from the prior year's audited financial statements should be reviewed to ensure that the unaudited information which was provided in that portion of the financial statements is updated.

Careful review of the long-term debt notes in the financial statements and of all bond ratings before each EMMA filing should be made. Measures should be taken to assure information publicly available to investors is accurate.

Coordination between the DWG and the City's website manager is essential before the posting of any financial information is made.

J. Website Disclosure

It is expected that the City will be responsible for monitoring website content and reviewing the information set forth on such website. Appropriate “disclaimer” language on the website will be considered in order to educate the viewer in terms of where information intended for investors can be found and the investor’s acknowledgement of the limitations of such reliance. Coordination between the DWG and elected officials will occur before the release of any public statements about any financial condition of the City.

K. Training for Employees and Issuer Officials

For City officials, compliance with federal securities law should be considered as important as compliance with local public meetings and records laws. An annual review of the continuing disclosure policies of the City will be attended by members of the DWG.

Additionally, on-going education may involve guest speakers, webinars and conference attendance, as well as, continuing legal and accounting education courses. Applicable policies and procedures will be updated by the City to reflect such changes on an as-needed basis.

DAC, the City’s current Disclosure Dissemination Agent, offers 15-20 hours of CPE credit annually on topics related to municipal securities, in which the City’s employees and elected officials may participate. Updated schedules of upcoming webinars are available on www.dacbond.com.

L. Effective Date

This Policy shall become effective immediately upon formal adoption by the City.

Appendix A
Continuing Disclosure Agreements and Requirements

In the opinion of Greenberg Traurig, P.A., Bond Counsel, under existing statutes, regulations, rulings and court decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2014 Bonds is excludable from gross income for federal income tax purposes. Further, interest on the Series 2014 Bonds is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations; however, such interest will be taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax on certain corporations. Bond Counsel is also of the opinion that the Series 2014 Bonds and the income thereon are not subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined in Chapter 220, Florida Statutes. For a more complete description of such opinions of Bond Counsel, see "TAX MATTERS" herein.



\$121,520,000
CITY OF FORT LAUDERDALE, FLORIDA
Water and Sewer Revenue Refunding Bonds, Series 2014

Dated: Date of Delivery**Due: March 1 and September 1,
as shown on inside cover page**

The City of Fort Lauderdale, Florida Water and Sewer Revenue Refunding Bonds, Series 2014 (the "Series 2014 Bonds") will be issued by the City of Fort Lauderdale, Florida (the "City") as fully registered bonds, without coupons, in denominations of \$5,000 and integral multiples thereof and when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2014 Bonds. Purchasers will not receive certificates representing their ownership interests in the Series 2014 Bonds purchased. See "DESCRIPTION OF THE SERIES 2014 BONDS - Book-Entry Only System" herein. Interest on the Series 2014 Bonds will accrue from their date of delivery and will be payable on March 1, 2015 and semiannually on each September 1 and March 1 thereafter. Regions Bank, Jacksonville, Florida, will serve as the initial Bond Registrar and Paying Agent (the "Paying Agent") for the Series 2014 Bonds. While the Series 2014 Bonds are registered through the DTC book-entry only system, principal of and interest on the Series 2014 Bonds will be payable by the Paying Agent to DTC.

The Series 2014 Bonds are being issued for the purpose of providing funds, together with other legally available funds of the City, to (i) advance refund a portion of the City's outstanding Water and Sewer Revenue Bonds, Series 2006 (the "Series 2006 Bonds") and a portion of the City's outstanding Water and Sewer Revenue Bonds, Series 2008 (the "Series 2008 Bonds"), which Bonds were originally issued to finance certain Costs of improving and upgrading the City's Water and Sewer System (the "Water and Sewer System"); and (ii) pay the costs of issuing the Series 2014 Bonds. The Series 2014 Bonds are payable from and secured by a lien on and pledge of the Net Revenues derived from the City's ownership or operation of the Water and Sewer System and certain other moneys held under the Resolution (as defined herein), on a parity with the portion of the Series 2006 Bonds and the portion of the Series 2008 Bonds remaining Outstanding after the issuance of the Series 2014 Bonds, and the City's Outstanding Water and Sewer Revenue Bonds, Series 2010, Water and Sewer Revenue Refunding Bonds, Series 2012, and any other Bonds or Alternative Parity Debt hereafter issued; **provided, however, that no deposit to the Reserve Account shall be made in connection with the issuance of the Series 2014 Bonds and the Series 2014 Bonds shall not be secured by, or entitled to any benefit from, amounts held in the Reserve Account for the benefit of other Bonds issued and Outstanding under the Bond Resolution (as such terms are defined herein).** See "SECURITY AND SOURCES OF PAYMENT" herein.

The Series 2014 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as described herein.

THE CITY IS OBLIGATED TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2014 BONDS SOLELY FROM THE NET REVENUES AND CERTAIN OTHER MONEYS, AS DESCRIBED IN THE RESOLUTION. THE SERIES 2014 BONDS SHALL NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. THE FAITH AND CREDIT OF THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2014 BONDS. THE ISSUANCE OF THE SERIES 2014 BONDS SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY TAXES WHATEVER THEREFOR, OR TO MAKE ANY APPROPRIATION FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2014 BONDS, EXCEPT AS PROVIDED IN THE RESOLUTION.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2014 Bonds are offered when, as and if issued by the City, subject to the approval of their legality by Greenberg Traurig, P.A., Fort Lauderdale, Florida, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by Cynthia A. Everett, Esquire, City Attorney. Certain legal matters relating to disclosure will be passed upon for the City by the Law Offices of Steve E. Bullock, P.A., Miramar, Florida, Disclosure Counsel. First Southwest Company, Orlando, Florida, is acting as Financial Advisor to the City. It is expected that settlement on the Series 2014 Bonds will occur through the facilities of DTC in New York, New York on or about December 3, 2014.

BofA Merrill Lynch**Oppenheimer & Co. Inc.****DAC Bond**

Dated: November 18, 2014

CAM #15-0995

City of Fort Lauderdale

Post-Issuance Disclosure Policy

EXHIBIT 8
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CONTINUING DISCLOSURE COMMITMENT

This CONTINUING DISCLOSURE COMMITMENT dated as of December ____, 2014 is executed and delivered by the CITY OF FORT LAUDERDALE, FLORIDA (the “City”), a municipal corporation and public body corporate and politic, duly organized and existing under the Constitution and laws of the State of Florida in connection with the issuance of \$121,520,000 in aggregate principal amount of City of Fort Lauderdale, Florida Water and Sewer Revenue Refunding Bonds, Series 2014 (the “Series 2014 Bonds”). The Series 2014 Bonds are being issued pursuant to Resolution No. 03-29 adopted by the City Commission of the City (the “City Commission”) on February 18, 2003 (the “Bond Resolution”), as supplemented by Resolution No. 14-186 adopted by the City Commission on November 4, 2014 (the “Series Resolution” and, together with the Bond Resolution, the “Resolution”). The City covenants and agrees as follows:

SECTION 1. Purpose of Disclosure Commitment. This Disclosure Commitment is being executed and delivered by the City in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission (the “SEC”). This Disclosure Commitment, together with Section 12 of the Series Resolution (collectively, the “Disclosure Agreement”) shall constitute the continuing disclosure agreement of the City in accordance with the requirements of the Rule for the benefit of the Beneficial Owners.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Commitment, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Commitment.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2014 Bonds (including persons holding Series 2014 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2014 Bonds for federal income tax purposes.

“Business Day” shall mean any day other than a Saturday, Sunday or a day when banks in the City of New York, New York, or in the City of Fort Lauderdale, Florida, or in the city in which the principal offices of the Bond Registrar are required or authorized by law to be closed or on which the New York Stock Exchange is closed.

“Dissemination Agent” shall mean Digital Assurance Certification, L.L.C., or any successor or alternate Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Dissemination Agent or the MSRB is located, or acts of any

government, regulatory or any other competent authority the effect of which is to prohibit the Dissemination Agent from the performance of its obligations under the Disclosure Agreement.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Commitment.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Participating Underwriter” shall mean any of the original underwriters of the Series 2014 Bonds required to comply with the Rule in connection with the offering of the Series 2014 Bonds.

“Repository” shall mean any municipal securities information repository approved from time to time by the SEC, or otherwise established by law or regulation, where information is required to be filed in accordance with the Rule and initially shall constitute the entity set forth on Exhibit A of this Disclosure Commitment.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the 243rd day following the end of each Fiscal Year, commencing with the Fiscal Year ended September 30, 2014, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Commitment (provided, however, that the information referred to in Section 4(b) may be provided no later than September 1 of each year, commencing September 1, 2015 with respect to the report for the 2013-2014 Fiscal Year). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Commitment; provided, however, that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if the audited financial statements are not available by that date. If the City’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than ten (10) Business Days prior to the date the Annual Report is to be filed with each Repository, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If the City is unable to provide to the Repository an Annual Report by the date required in subsection (a) of this Section, or if the City shall fail to provide the Annual Report to the Dissemination Agent in time for the Dissemination Agent to deliver the Annual Report to the Repository by the date required in subsection (a) of this Section, the City or the Dissemination Agent, as applicable, shall send a notice to each Repository in substantially the form attached as Exhibit B to this Disclosure Commitment.

(c) In addition to filing the notice required by subsection (b) of this Section, as applicable, the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each Repository and verify the filing specifications of such Repository; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to the Disclosure Agreement, stating the date it was provided and listing each Repository to which it was provided.

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, which may be a part of the City's comprehensive audited financial report. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report may contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement for the Series 2014 Bonds, if available, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Any portion of an annual report of the Consulting Engineers relating to the Water and Sewer System, prepared in accordance with Section 703 of the Bond Resolution (or pursuant to any other requirements of the Water and Sewer System for the preparation of a similar study or report), to the extent such report or a portion thereof (i) updates information provided in the Official Statement prepared in connection with the issuance of the Series 2014 Bonds and (ii) is filed with the City (the "Engineer's Report").

(c) To the extent such information is not otherwise included as part of the annual audited financial statements of the City or the Engineer's Report, updated information from that set forth in the Official Statement for the Series 2014 Bonds under the subheadings "History," "Organizational Structure" and "Governmental Regulations" of the section "WATER AND SEWER SYSTEM," the annual pension cost and funding status information under the caption "PENSION PLANS" and the annual cost and contribution information under the caption "GASB STATEMENT NO. 45."

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each Repository or to the SEC. If the document included by reference is a final official statement, such final official statement must be available in electronic format from the MSRB. The City shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2014 Bonds within ten (10) Business Days of the occurrence of the event:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on the debt service reserves reflecting financial difficulties;

4. unscheduled draws on the credit enhancements reflecting financial difficulties.
5. substitution of the credit or liquidity providers or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2014 Bonds, or other material events affecting the tax status of the Series 2014 Bonds;
7. modifications to rights of Bondholders, if material;
8. bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution or sale of property securing repayment of the Series 2014 Bonds, if material;
11. rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;

Note: for the purposes of the event identified in this subsection 5(a)(12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional Bond Registrar, Paying Agent or trustee or the change of name of a Bond Registrar, Paying Agent or trustee, if material.

(b) Notice to the Dissemination Agent of any Listed Event shall be in writing. Such notice shall (i) identify the Listed Event that has occurred; (ii) include the text of the disclosure that the City desires to make; (iii) contain the written authorization of the City for the Dissemination

Agent to disseminate such information, and (iv) identify the date the City desires the Dissemination Agent to disseminate the information (provided that such date is not later than the tenth (10th) Business Day after the occurrence of the Listed Event).

(c) The Dissemination Agent is not obligated to notify the City of an event that may constitute a Listed Event. In the event the Dissemination Agent so notifies the City, the City shall, within two (2) Business Days of receipt of such notice (but in any event not later than the tenth (10th) Business Day after the occurrence of the Listed Event, if the City determines that a Listed Event has occurred), instruct the Dissemination Agent that a Listed Event either (i) has not occurred and no filing is to be made or (ii) has occurred and the Dissemination Agent shall be provided notice thereof in the manner provided in Section 5(b).

SECTION 6. Termination of Reporting Obligation. The obligations of the City under the Disclosure Agreement shall remain in effect only for such period that the Series 2014 Bonds are outstanding in accordance with their terms and the terms of the Resolution and the City remains an obligated person with respect to the Series 2014 Bonds within the meaning of the Rule. The obligation of the City to provide the Annual Report and notices of Listed Events shall terminate if and when the City no longer remains such an obligated person. The Disclosure Agreement also shall terminate upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action.

SECTION 7. Amendment; Waiver. Notwithstanding any other provision of the Disclosure Agreement, the City may amend the Disclosure Agreement, and non-compliance with any provision of the Disclosure Agreement may be waived, provided the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a) hereof (unless the amendment or waiver is necessary or appropriate for the City to achieve compliance with any applicable federal law or rule, or to cure any ambiguity, inconsistency, formal defect or omission in the provisions of the Disclosure Agreement), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2014 Bonds, or the type of business conducted;

(b) The Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2014 Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Series 2014 Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Beneficial Owners.

In the event of any amendment or waiver of a provision of the Disclosure Agreement, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Report for the year in which the change is made should

present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 8. Additional Information. Nothing in the Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Commitment or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by the Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by the Disclosure Agreement, the City shall have no obligation under the Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 9. Remedy for Breach. The Disclosure Agreement shall be solely for the benefit of the Beneficial Owners from time to time of the Series 2014 Bonds. The exclusive remedy for any breach of the Disclosure Agreement by the City shall be limited, to the extent permitted by law, to a right of Beneficial Owners to institute and maintain, or to cause to be instituted and maintained, such proceedings as may be authorized at law or in equity to obtain the specific performance by the City of its obligations under the Disclosure Agreement. Any holder or beneficial owner may exercise individually any such right to require the City to specifically perform its obligation to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Notwithstanding any other provisions of the Resolution or the Disclosure Agreement, any failure by the City to comply with any provision of the Disclosure Agreement shall not constitute a default under the Series 2014 Bonds or under the Resolution.

SECTION 10. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The services provided by the Dissemination Agent under or pursuant to the Disclosure Agreement shall solely relate to the execution of instructions received by the Dissemination Agent from the City and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”). The Dissemination Agent shall not provide any advice or recommendation to the City or anyone on the City’s behalf regarding the “issuance of municipal securities” or any “municipal financial product,” as such terms are defined in Dodd-Frank, and nothing in the Disclosure Agreement shall be interpreted to the contrary.

(b) For purposes of satisfying the reporting requirements of the Disclosure Agreement, the City has delegated to the Dissemination Agent the duties, functions and responsibilities of disclosing information undertaken by the City in the Disclosure Agreement. The City may, from time to time, appoint or engage an alternate or substitute Dissemination Agent to assist it in carrying out its obligations under the Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor, alternate or substitute Dissemination Agent. The Dissemination Agent (other than the City) shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to the Disclosure Agreement.

(c) Any information received by the Dissemination Agent before 6:00 p.m. Eastern time on any Business Day that it is required to file with the MSRB pursuant to the terms of the Disclosure Agreement will be filed by the Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same Business Day; provided, however, the Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure

Event, provided that the Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

(d) The Dissemination Agent shall have only such duties as are specifically set forth in the Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2014 Bonds.

SECTION 11. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the City contained in the Disclosure Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized by law. No covenant, stipulation, obligation or agreement of the City contained in the Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the City in other than that person's official capacity.

SECTION 12. Obligated Persons. If any person, other than the City, becomes an "obligated person" with respect to the Series 2014 Bonds within the meaning of the Rule, the City shall use its best efforts to require such "obligated person" to comply with all provisions of the Rule applicable to such "obligated person."

SECTION 13. Electronic Filing. Any filing under the Disclosure Agreement with a Repository shall be made in compliance with the formal rules, notices or releases for such filings, as established by the SEC or the MSRB and, until established otherwise by such rules, notices or releases, any filing under the Disclosure Agreement shall be made electronically at <http://emma.msrb.org/> in accordance with the procedures of the MSRB for such filings.

SECTION 14. Beneficiaries. The Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Beneficial Owners, and shall create no rights in any other person or entity.

SECTION 15. Severability. In case any section or provision of the Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 16. Headings. The headings preceding the text of the sections of this Disclosure Commitment are solely for convenience of reference and shall not affect the meaning, construction or effect of any of the provisions of the Disclosure Agreement.

IN WITNESS WHEREOF, the City has caused this Disclosure Commitment to be executed by its duly authorized officer and delivered to the Participating Underwriter in connection with the original issuance and delivery of the Series 2014 Bonds, all as of the date set forth above, and the Beneficial Owners and Holders of the Series 2014 Bonds from time to time shall be deemed to have accepted the Disclosure Agreement, as contained in Section 12 of the Series Resolution and further described and specified herein, in accordance with the Rule.

CITY OF FORT LAUDERDALE, FLORIDA

By: _____
KIRK W. BUFFINGTON
Director of Finance

EXHIBIT A

Municipal Securities Information Repositories approved by the United States Securities and Exchange Commission:

Municipal Securities Rulemaking Board:

<http://emma.msrb.org/>

A list of names and addresses of all designated Municipal Securities Information Repositories as of any point in time is available by visiting the SEC's website at <http://www.sec.gov/info/municipal.shtml>.

EXHIBIT B

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Fort Lauderdale, Florida

Name of Bond Issue: Water and Sewer Revenue Refunding Bonds, Series 2014 (the "Series 2014 Bonds")

Date of Issuance: December ____, 2014

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the Series 2014 Bonds as required by Section 12 of the Series Resolution adopted by the City Commission of the City in connection with the issuance of the Series 2014 Bonds. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

[Dissemination Agent]

By: _____
Name:
Title:

WATER AND SEWER SYSTEM

History

The Water System. Approximately one year after the City's incorporation in 1911, the City's water system (the "Water System") began operations, serving less than 100 people. The original Water System was replaced with a larger well, pumping station and treatment plant in 1919. In 1926 construction of the Dixie Water Treatment Plant (now known as the Walter E. Peele-Dixie Water Treatment Plant) (the "Peele-Dixie WTP") began and such facility was enlarged in 1939 to a capacity of 14 million gallons per day ("mgd"). The number of customer accounts served by the Water System nearly doubled between 1935 and 1945 and again by 1950, growing from 2,365 in 1935 to 5,721 in 1945, and to 11,577 by 1950. In 1950 the City purchased the Fiveash Water Treatment Plant (the "Fiveash WTP") and increased its capacity from 8 mgd to 16 mgd in 1958. By the early 1970s, the capacity of the Peele-Dixie WTP was increased to 20 mgd, and the Fiveash WTP to 40 mgd. Together these water treatment plants provided service to approximately 35,700 customers. The Fiveash WTP was expanded by an additional 24 mgd of design capacity in the early 1980s as the Water System neared capacity.

In 1953 the City began providing water service to other nearby communities when the City entered into a contract with the Town of Lauderdale-by-the-Sea. Prior to 2008, Lauderdale-by-the-Sea owned the water lines within its boundaries and the City maintained those lines and otherwise provided retail water service to the residents of that community. In 2008, the City purchased the water lines it previously leased from Lauderdale-by-the-Sea. The City continues to provide retail water service to the residents of the Town of Lauderdale-by-the-Sea.

Other entities also purchase water from the City under similar arrangements, including the Village of Sea Ranch Lakes and parts of unincorporated Broward County. Together, the Town of Lauderdale-by-the-Sea and the Village of Sea Ranch Lakes comprise less than four percent (4%) of the total population served by the Water System. The number of retail customers that the City serves in unincorporated Broward County also comprises a small percentage of the total population served by the Water System.

Several other entities purchase water from the City on a wholesale or bulk user basis through a master meter. These entities include the cities of Oakland Park and Wilton Manors and, as to a portion thereof, the City of Tamarac, the Town of Davie and Broward County's Port Everglades. The agreements for water supply between these entities and the City all have 30-year terms, except for the agreement with the City of Wilton Manors, which has a 25-year term. Such contracts collectively represent slightly more than 18.0% of the City's total water consumption.

Set forth below is a listing of such contracts, their current expiration dates and the percentage of total consumption of the Water System represented by each contract. The City expects to enter into a new long-term arrangement with each of the entities set forth below when the current wholesale or bulk user contracts expire.

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Wholesale Water User Contracts

<u>Large User</u>	<u>Effective Dates of Agreement</u>	<u>% of Total Water System Consumption⁽¹⁾</u>
Broward County	1994 - 2024	0.30%
Town of Davie	1987 - 2017	0.35
City of Oakland Park	1994 - 2024	9.75
Broward County’s Port Everglades ⁽²⁾	2002 - 2032	2.98
City of Tamarac	1994 - 2024	0.55
City of Wilton Manors	2005 - 2030	<u>4.26</u>
TOTAL		<u>18.19%</u>

Source: The Feasibility Report.

- (1) Total metered consumption in Fiscal Year 2013 amounted to approximately 11.841 billion gallons.
- (2) Since 2004, the City has provided retail water service to some tenants at Broward County’s Port Everglades but continues also to provide wholesale water service at Port Everglades.

The Sewer System. Prior to construction of the G. T. Lohmeyer Wastewater Treatment Plant (the “Lohmeyer WWTP”) in the 1970s, the Sewer System of the City (the “Sewer System”) was comprised of numerous small sewer treatment facilities housed at various locations around the City. The construction of the Sewer System began in 1927 but, due to the impacts of a hurricane and local economic downturn, was not completed until 1937. In the 1940s and 1950s, the population of the City grew more rapidly than the Sewer System. As a result, new developments were often served by septic systems. By the late 1950s, the City began to expand the Sewer System to serve all areas of the City. Most new developments subsequent to 1950 were required to install sanitary sewers as well.

Expansion of the wastewater collection system was limited until 1957, when the City began expanding the Sewer System into unserved areas, beginning from the beach area and extending west. However, expansion of the gravity wastewater system slowed considerably in the late 1970s and 1980s, as available capital funds were used to consolidate and upgrade the wastewater treatment plants of the Sewer System. Currently, almost all of the City’s residents are connected, or have access, to the Sewer System.

Construction of the Lohmeyer WWTP began in the mid-1970s. The Lohmeyer WWTP was designed to serve the entire City, as well as the City of Oakland Park, the City of Wilton Manors, Broward County’s Port Everglades, portions of the Town of Davie and portions of the City of Tamarac. The City has negotiated contractual agreements with each of these large regional Sewer System users. All of these contracts were amended in 2001 and are now scheduled to expire in 2021. After constructing the Lohmeyer WWTP, the City closed all of the smaller wastewater treatment facilities that had previously been used to operate the Sewer System. The Lohmeyer WWTP has a permitted capacity of 56.6 mgd.

Organizational Structure

Organization and Management. Operation of the Water System and the Sewer System is the responsibility of the City’s Public Works Department (the “Public Works Department”). In addition, the Public Works Department manages the operation of the City’s stormwater drainage system and solid waste collection system. The Public Works Department currently employs approximately 433 full-time equivalent

Government Regulations

The Water System and the Sewer System are subject to federal, state, regional and local regulation. Federal regulatory jurisdiction is vested in the United States Environmental Protection Agency (the “EPA”). The Water System must comply with the Federal Safe Drinking Water Act. However, the EPA has delegated the primary responsibility for enforcement of drinking water standards to the State of Florida. The Sewer System must comply with the Federal Water Pollution Control Act and the 1977 Clean Water Act Amendments. The EPA has retained jurisdiction over the enforcement of the federal laws and the National Pollution Discharge Elimination System (“NPDES”).

The State, acting through FDEP, has its own system of operational permits which govern the Water System and the Sewer System. On a regional level, the South Florida Water Management District (“SFWMD”) controls groundwater withdrawals through consumptive use permits, which stipulate the maximum annual and daily withdrawals for 2 to 5 years. Locally, the Broward County Department of Natural Resource Protection has its own licensing system for wastewater plants and a monitoring and enforcement process and the Broward County Health Department has jurisdiction over the treatment of potable water.

Service Area Population Projections

A comprehensive study of the Water and Sewer System in 2000 resulted in the creation of the Master Plan for improvements, upgrades and maintenance (the “Master Plan”). See “CAPITAL IMPROVEMENT PROGRAM” herein. Among other projections, the Master Plan projected a moderate increase in water demand of 0.66% annually through 2020, based on the moderate population growth expected in the Water System service area. The City updates the Master Plan periodically and 2007 updates were most recently prepared for the Water System (the “2007 Water Master Plan Update”) and for the Sewer System (the “2007 Wastewater Master Plan Update” and, collectively with the 2007 Water Master Plan Update, the “2007 Master Plan Update”). Projections for population growth in the service area of the Water and Sewer System were updated in the 2007 Master Plan Update. The City is in the process of contracting for the preparation of a new Comprehensive Utility Strategic Master Plan which will update projections and recommendations for improvements to the Water and Sewer System. Current expectations are for the new Comprehensive Utility Strategic Master Plan to be delivered in 2016.

The population projections in the 2007 Water Master Plan Update projected population in the Water System service area to be approximately 248,000 permanent residents by 2010. Such population was projected to grow to approximately 310,000 by 2030, or by an average annual rate of approximately 1.0 percent. Similarly, the population of the Sewer System service area was projected to be approximately 234,000 by 2010 and approximately 283,000 by 2030. The population projections in the 2007 Master Plan Update were derived from projections prepared by Broward County in 2005.

Since the 2007 Master Plan Updates were prepared, the 2010 Census of Population and Housing (the “2010 Census”) was conducted. After release of the updated population estimates in the 2010 Census, agencies and research bureaus that provide estimates of population growth for the Fort Lauderdale area updated their projections in response to the more current estimates provided in the 2010 Census. Included among such agencies was the SFWMD, which updated its population projections for the water utilities in the lower east coast water supply area (which includes the Water System service area) in its 2012 Lower East Coast Water Supply Plan (the “LECWSP”). The LECWSP includes estimates and projections through 2030 of the population served by each of the water utilities in the lower east coast water supply area.

of either MBIA Corp. or FGIC. Following the amendments to the Rule which became effective on December 1, 2010 and which, among other things, changed the standard for the filing of material event notices, the City intends to file notices of future ratings downgrades of insurers providing a policy of insurance for any of the City's outstanding bonds. As a result, notice filings relating to insurer ratings changes were made by the City in 2012 and 2013.

In order to provide certain continuing disclosure with respect to the Series 2014 Bonds in accordance with the Rule, the City will retain the services of Digital Assurance Certification, L.L.C. ("DAC") to serve as Dissemination Agent in accordance with the terms of the Continuing Disclosure Commitment. The obligation of DAC to deliver the information at the times, and with the contents described in the Continuing Disclosure Commitment is limited by and in all respects subject to the receipt by DAC of such information from the City in the time periods required for its delivery. The specific obligations and responsibilities of DAC with respect to the continuing disclosure requirements of the Rule and its duties and limitations of liability as Dissemination Agent under the Continuing Disclosure Commitment are described in "APPENDIX G - Form of Continuing Disclosure Commitment."

PENSION PLANS

Defined Benefit Plans

General Employees Retirement System. The General Employees Retirement System (the "GERS") is a single-employer defined benefit plan administered by an eight (8) member board of trustees. The GERS covers all City employees, except police and firefighters. Through collective bargaining with the general, supervisory and professional City employees, a new single-employer defined contribution pension plan was established for Teamster Union employees hired on or after October 1, 2007, Supervisory Union employees hired on or after November 7, 2007, and all other non-union employees hired on or after February 20, 2008. The GERS was then closed to new entrants.

Under Ordinance No. C-11-34 adopted by the City Commission on December 6, 2011, a Bonus Incentive Program was offered to members of the GERS eligible for either early or normal retirement as of December 1, 2011. Eligible members were granted thirty (30) additional months of service for both benefit and eligibility purposes if, during the election period from December 7, 2011 through February 1, 2012, they elected to retire between December 14, 2011 and March 16, 2012. There were 134 members who elected to retire under the Bonus Incentive Program for GERS members. The impact of the Bonus Incentive Program reflects the replacement of twenty percent (20%) of the members who retired under the program with promotions of the highest-paid remaining active members. The salaries of expected promoted members were increased by five percent (5%).

The City's payroll for employees covered by the GERS after the plan change applicable to the September 30, 2012 actuarial valuation was approximately \$58,373,000. The total City payroll at that time was approximately \$163,886,800. As of the valuation date, employee membership data related to the GERS was as follows:

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Retirees and beneficiaries currently receiving benefits	887
Terminated employees entitled to benefits but not yet receiving them	20
Fully, partially and non-vested active plan participants	785
Participants in DROP	85

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2013.

Under the vesting provisions of the PFRS, employees are entitled to one hundred percent (100%) of normal retirement benefits after ten (10) years of service. Employees who are terminated prior to vesting are entitled to a refund of employee contributions, plus interest at three percent (3%) per year. Employees are eligible to retire after twenty (20) years of service, regardless of age, or at age fifty-five (55), with ten (10) years of service. Members who continue in employment after completion of twenty (20) years of service may either accrue larger pensions or freeze their accrued benefit and enter the DROP. Each participant of the PFRS in the DROP has an account credited with benefits not received, plus interest. Participation in the DROP must end no later than sixty (60), seventy-two (72), eighty-four (84) or ninety-six (96) months after normal retirement, depending on years of service.

The City contributes \$400 per month for health insurance benefits to employees covered under the PFRS who retire after their normal retirement date. Effective October 1, 2009 employees who are granted a service incurred disability pension are also eligible to receive \$400 per month for health insurance benefits. The \$400 per month for health insurance benefit (i) becomes effective (a) beginning the month following an eligible employee's termination from employment with the City after the employee's normal retirement date or (b) upon an effective October 1, 2009 employee being granted a service incurred disability pension; and (ii) ceases upon such employee attaining Medicare eligibility. Police Officers hired on or after April 1, 2014 are not eligible to receive the \$400 per month for health insurance benefit provided under the PFRS.

Employees hired on or before April 18, 2010 contribute eight percent (8%) of their earnings to the plan. Employees hired after April 18, 2010 contribute eight and one-half percent (8.5%) of their earnings to the plan. In addition, contributions in the amount of \$6,352,818 were received from the State from fire and casualty insurance premium taxes. These on-behalf payments were also recognized as tax revenues and public safety expenditures in the General Fund. The City is required to contribute the remaining amounts necessary to fund the plan, based on an amount determined by the plan's actuaries as of December 31 each year. For the 2013 Fiscal Year, the City's and the State's contribution rates, as percentages of annual covered payroll, were 288.2% and 9.7%, respectively.

The benefit provisions and all other requirements of the City's defined benefit plans are established by ordinance enacted by the City Commission.

Annual Pension Cost and Funding Status Annual pension cost is a measure of the periodic cost of an employer's participation in a defined benefit pension plan. The annual pension cost for the GERS and the PFRS for the last three (3) Fiscal Years are as follows:

City of Fort Lauderdale, Florida
GERS Annual Pension Fund Costs

<u>Fiscal Year</u> <u>Ended</u> <u>September 30</u>	<u>Annual</u> <u>Pension</u> <u>Cost</u>	<u>Amount</u> <u>Contributed</u>	<u>Percent</u> <u>Contributed</u>	<u>Net</u> <u>Pension</u> <u>Asset</u>
2011	\$21,498,801	\$ 21,498,801	100%	–
2012	22,369,549	22,369,549	100	–
2013*	13,560,634	159,943,525	1,179	\$(146,382,891)

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2013.

- * Change in amounts for Fiscal Year 2013 reflects issuance of the \$337,755,000 City of Fort Lauderdale, Florida Taxable Special Obligation Bonds, Series 2012 (Pension Funding Project) (the “Pension Bonds”) on October 3, 2012 for the primary purpose of funding seventy-five percent (75%) of the unfunded actuarial accrued liability of the GERS and the PFRS (determined as of the most recent valuation date for the GERS and the PFRS, respectively, preceding issuance of the Pension Bonds) (the “UAAL”), including, without limitation, a repayment to the City of seventy-five percent (75%) of its contribution to the PFRS to prefund the City’s UAAL portion of its Annual Required Contribution to the PFRS for Fiscal Year 2013 (collectively, the “Pension Funding Project”).

City of Fort Lauderdale, Florida
PFRS Annual Pension Fund Costs

<u>Fiscal Year</u> <u>Ended</u> <u>September 30</u>	<u>Annual</u> <u>Pension</u> <u>Cost</u>	<u>Amount</u> <u>Contributed</u>	<u>Percent</u> <u>Contributed</u>	<u>Net</u> <u>Pension</u> <u>Asset</u>
2011	\$30,441,767	\$ 30,441,767	100%	–
2012	30,684,942	30,684,942	100	–
2013*	17,799,540	188,241,999	1,058	\$(170,442,459)

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2013.

- * Change in amounts for Fiscal Year 2013 reflects issuance by the City of the Pension Bonds on October 3, 2012 to finance the Pension Funding Project.

The City’s net pension asset related to the GERS and the PFRS for the Fiscal Year ended September 30, 2013 is as follows:

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Non-classified Employees Retirement Plan. The Non-classified Employees Retirement Plan is a single-employer defined contribution plan administered by the City. The plan covers certain non-classified City employees who have elected not to participate in the GERS. The City's 2013 Fiscal Year payroll for employees covered by the plan was approximately \$2,771,000. The total City payroll for the 2011 Fiscal Year was approximately \$158,475,000.

The City contribution requirement of 19.89% on earnings of participants in the Non-classified Employees Retirement Plan was paid on a biweekly basis and amounted to \$568,200 for the 2013 Fiscal Year. Employee contributions are neither required nor permitted under the plan. Employees become fully vested in the plan upon entry. Effective October 1, 2012, the plan was closed to new entrants.

The benefit provisions and all other requirements of the City's defined contribution plans are established by ordinance enacted by the City Commission.

GASB STATEMENT NO. 45

The Government Accounting Standards Board ("GASB"), which establishes financial reporting and accounting requirements for governmental entities, issued its Statement No. 45 in June 2004 ("GASB 45"). GASB 45 details the financial reporting guidelines that require state and local governmental entities to report their unfunded actuarial accrued liabilities for health care and other non-pension post-employment benefits (collectively referred to as "OPEB") as well as their annual OPEB costs. Historically, governmental entities generally accounted for OPEB on a pay-as-you-go basis, reporting only the cost of OPEB due in the current fiscal year. As a result of GASB 45, governmental entities are required to utilize an actuarial method of accounting that takes into account unfunded liabilities related to OPEB. In order to receive a clean opinion in its annual audit, governmental entities have to comply with the requirements of GASB 45.

The City provides a post-employment health insurance benefit for its general employees, sworn police officers and certified firefighters. Employees entitled to the benefit are paid from \$100 to \$400 per month upon normal retirement for the purchase of health insurance. The benefit continues until age 65 and is currently funded on a pay-as-you-go basis. In addition, retiring general employees and certified firefighters are eligible to continue their participation in one of the City's health and/or dental insurance plans at the same premium applicable to active employees. Since retiree claims are expected to result in higher costs to the plans, on average, than those for active employees on an actuarial basis, there is an implicit subsidy included in the premiums for the retirees. As of September 30, 2013, there were 664 retired employees receiving a monthly benefit, with an additional 2,096 employees eligible for participation in the future. Payments made totaled \$4,290,664 for the year. Retiree implicit subsidies amounted to \$1,759,708 of that total.

Annual OPEB costs is a measure of the periodic cost of an employer's participation in a defined benefit OPEB plan. Set forth below is a description of the City's annual OPEB costs and net OPEB obligation for the Fiscal Year ended September 30, 2013:

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**City of Fort Lauderdale, Florida
OPEB Annual Costs and
Net Obligation for Fiscal Year 2013**

Annual Required Contribution	\$ 6,377,000
Interest on Net OPEB Obligation	476,000
Amortization of Net OPEB Obligation	<u>(524,000)</u>
Annual OPEB Cost	6,329,000
Actual Contributions Made	(4,290,664)
Increase in Net OPEB Obligation	2,038,336
Beginning of Year Net OPEB Obligation	<u>12,691,151</u>
End of Year Net OPEB Obligation	<u>\$14,729,487</u>

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2013.

Set forth below is a description of the City’s annual OPEB costs for the last three (3) Fiscal Years and the amount contributed annually by the City towards such costs.

City of Fort Lauderdale, Florida OPEB Annual Costs and Contributions				
<u>Fiscal Year Ended September 30</u>	<u>Annual OPEB Cost</u>	<u>Contribution</u>	<u>Percent Contributed</u>	<u>Net OPEB Obligation</u>
2011	\$6,316,000	\$2,841,073	45.0%	\$ 9,517,758
2012	6,021,000	2,847,607	47.3	12,691,151
2013	6,329,000	4,290,664	67.8	14,729,487

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2013.

As of the September 30, 2013 valuation date, the actuarial accrued liability for benefits was \$67,243,000, all of which was unfunded. The payroll for active participating employees for that period was approximately \$138,748,958 and the unfunded accrued liability as a percentage of payroll was 48.5%.

Historically, the City has been able to satisfy its annual OPEB obligation and currently expects that it will continue to have funds available to satisfy such obligation in the foreseeable future. Also, the City’s practice historically has been to provide approximately \$1,000,000 each year toward the unfunded liability portion of its actuarially determined OPEB annual required contribution. Such practice provides for an annual increase in such OPEB annual required contribution. For more detailed information concerning the City’s OPEB, including the actuarial valuations and assumptions about future events relating to OPEB, see “APPENDIX C - Basic Financial Statements of the City for the Fiscal Year ended September 30, 2013”

In the opinion of Squire Sanders (US) LLP, Bond Counsel, under existing law, the Series 2012 Bonds and the income thereon are exempt from taxation under the laws of the State of Florida, except estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. INTEREST ON THE SERIES 2012 BONDS IS NOT EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES. For a more complete discussion of the tax aspects, see "TAX MATTERS" herein.



\$337,755,000
CITY OF FORT LAUDERDALE, FLORIDA
Taxable Special Obligation Bonds, Series 2012
(Pension Funding Project)

Dated: Date of Delivery

Due: January 1, as shown on inside cover page

The \$337,755,000 Taxable Special Obligation Bonds, Series 2012 (Pension Funding Project) (the "Series 2012 Bonds") are being issued by the City of Fort Lauderdale, Florida (the "City") under the authority of the Act (as defined herein) and Resolution No. 12-1979 adopted by the City Commission of the City (the "City Commission") on September 5, 2012 (the "Resolution"). The Series 2012 Bonds will be issued by the City as fully registered bonds, without coupons, in denominations of \$5,000 and integral multiples thereof and when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2012 Bonds. Purchasers will not receive certificates representing their ownership interests in the Series 2012 Bonds purchased. See "DESCRIPTION OF THE SERIES 2012 BONDS – Book-Entry Only System" herein. Interest on the Series 2012 Bonds will accrue from their date of delivery and will be payable on January 1, 2013 and semiannually on each July 1 and January 1 thereafter. Regions Bank, Jacksonville, Florida, will serve as the initial Bond Registrar and Paying Agent (the "Paying Agent") for the Series 2012 Bonds. While the Series 2012 Bonds are registered through the DTC book-entry only system, principal of and interest on the Series 2012 Bonds will be payable by the Paying Agent to DTC.

The Series 2012 Bonds are being issued to pay (i) the cost of funding a portion of the current unfunded actuarial accrued liability (the "UAAL") of the City's (a) General Employees Retirement System (the "GERS") and (b) Police and Firefighters' Retirement System (the "PFRS"), including, without limitation, a partial repayment to the City of its contribution to the PFRS to prefund the City's required UAAL portion of its contribution to the PFRS for Fiscal Year 2013, as more fully described herein; and (ii) certain costs of issuance of the Series 2012 Bonds. Current UAAL is determined as of the most recent valuation date for each of the Pension Plans (as hereinafter defined). See "PURPOSE OF THE ISSUE" herein.

The Series 2012 Bonds are payable from and secured by a lien on and pledge of (i) the Designated Revenues, (ii) any Non-Ad Valorem Revenues actually deposited into the Principal and Interest Account of the Debt Service Fund to cure a Debt Service Funding Deficiency, and (iii) all investment income in the funds and accounts established under the Resolution, except amounts deposited into the Rebate Fund in connection with the issuance of Tax-Exempt Bonds (as such terms are hereinafter defined) (collectively, the "Pledged Funds"). Notwithstanding the foregoing, amounts on deposit in or to the credit of a Reserve Account within the Reserve Fund established under the Resolution shall constitute Pledged Funds for, and secure only, the particular Series of Bonds for which such Reserve Account is established (as such terms are defined herein). **No deposit to the Reserve Fund shall be made in connection with the issuance of the Series 2012 Bonds and no Reserve Account shall be established under the Resolution for the Series 2012 Bonds. The Series 2012 Bonds shall not be secured by, or entitled to any benefit from, amounts held in the Reserve Fund or any Reserve Account created therein for the benefit of other Bonds issued under the Resolution.** See "SECURITY AND SOURCES OF PAYMENT" herein.

In addition to the Series 2012 Bonds, the City has other indebtedness outstanding for the payment of which the City has previously covenanted to budget and appropriate legally available non-ad valorem funds. See "PLEDGED FUNDS – Obligations Payable From Non-Ad Valorem Revenues" herein. The City also may enter into future obligations which are required to be paid from all or any portion of the Designated Revenues or the Non-Ad Valorem Revenues; provided, however, that such future obligations may only pledge any of the Designated Revenues on a parity with the Series 2012 Bonds if such obligations comply with the requirements for the issuance of Additional Bonds under the Resolution.

The availability of Non-Ad Valorem Revenues to become Pledged Funds may be effectively limited by the City's obligation to adopt a balanced budget, funding requirements for essential governmental services of the City and other limitations on the collection, appropriation or use of such revenues. In addition, the Resolution provides that the City's covenant to budget and appropriate Non-Ad Valorem Revenues as needed to satisfy the requirements of the Resolution shall terminate and be null and void after Designated Revenues, in each of three (3) consecutive Fiscal Years, equal or exceed one hundred seventy-five percent (175%) of the Maximum Principal and Interest Requirement on all Bonds Outstanding. See "SECURITY AND SOURCES OF PAYMENT" and "PLEDGED FUNDS" herein.

The Series 2012 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as described herein. See "DESCRIPTION OF THE SERIES 2012 BONDS – Redemption" herein.

THE CITY IS OBLIGATED TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2012 BONDS SOLELY FROM THE PLEDGED FUNDS, AS DESCRIBED IN THE RESOLUTION. THE SERIES 2012 BONDS SHALL NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. THE FAITH AND CREDIT OF THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2012 BONDS. THE ISSUANCE OF THE SERIES 2012 BONDS SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY TAXES WHATEVER THEREFOR, OR TO MAKE ANY APPROPRIATION FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2012 BONDS, EXCEPT AS PROVIDED IN THE RESOLUTION.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2012 Bonds are offered when, as and if issued by the City, subject to the approval of their legality by Squire Sanders (US) LLP, Miami, Florida, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by Harry A. Stewart, Esquire, City Attorney, and certain legal matters relating to disclosure will be passed upon for the City by the Law Offices of Steve E. Bullock, P.A., Miramar, Florida, Disclosure Counsel. Certain legal matters will be passed upon for the Underwriters by Greenspoon Marder, P.A., Fort Lauderdale, Florida, as Counsel to the Underwriters. First Southwest Company, Aventura, Florida, is acting as Financial Advisor to the City. It is expected that settlement on the Series 2012 Bonds will occur through the facilities of DTC in New York, New York on or about October 3, 2012.

Citigroup

J.P. Morgan

BofA Merrill Lynch

Morgan Stanley

DAC Bond
CAM #15-0995

Dated: September 20, 2012

City of Fort Lauderdale

Post-Issuance Disclosure Policy

EXHIBIT 27
29 of 168

CONTINUING DISCLOSURE COMMITMENT

This CONTINUING DISCLOSURE COMMITMENT dated as of October ____, 2012 is executed and delivered by the CITY OF FORT LAUDERDALE, FLORIDA (the “City”), a municipal corporation and public body corporate and politic, duly organized and existing under the Constitution and laws of the State of Florida in connection with the issuance of \$337,755,000 in aggregate principal amount of City of Fort Lauderdale, Florida Taxable Special Obligation Bonds, Series 2012 (Pension Funding Project) (the “Series 2012 Bonds”). The Series 2012 Bonds are being issued pursuant to Resolution No. 12-1979 adopted by the City Commission of the City (the “City Commission”) on September 5, 2012 (the “Resolution”). The City covenants and agrees as follows:

SECTION 1. Purpose of Disclosure Commitment. This Disclosure Commitment is being executed and delivered by the City in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission (the “SEC”). This Disclosure Commitment, together with Section 609 of the Resolution (collectively, the “Disclosure Agreement”) shall constitute the continuing disclosure agreement of the City in accordance with the requirements of the Rule for the benefit of the Beneficial Owners.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Commitment, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Commitment.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2012 Bonds (including persons holding Series 2012 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2012 Bonds for federal income tax purposes.

“Business Day” shall mean any day other than a Saturday, Sunday or a day when banks in the City of New York, New York, or in the City of Fort Lauderdale, Florida, or in the city in which the principal offices of the Bond Registrar are required or authorized by law to be closed or on which the New York Stock Exchange is closed.

“Dissemination Agent” shall mean Digital Assurance Certification, L.L.C., or any successor or alternate Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Dissemination Agent from the performance of its obligations under the Disclosure Agreement.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Commitment.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Participating Underwriter” shall mean any of the original underwriters of the Series 2012 Bonds required to comply with the Rule in connection with the offering of the Series 2012 Bonds.

“Repository” shall mean any municipal securities information repository approved from time to time by the SEC, or otherwise established by law or regulation, where information is required to be filed in accordance with the Rule and initially shall constitute the entity set forth on Exhibit A of this Disclosure Commitment.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the 243rd day following the end of each Fiscal Year, commencing with the Fiscal Year ending September 30, 2012, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Commitment (provided, however, that the information referred to in Section 4(b) may be provided no later than September 1 of each year, commencing September 1, 2013 with respect to the report for the 2011-2012 Fiscal Year). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Commitment; provided, however, that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if the audited financial statements are not available by that date. If the City’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than ten (10) Business Days prior to the date the Annual Report is to be filed with each Repository, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If the City is unable to provide to the Repository an Annual Report by the date required in subsection (a) of this Section, or if the City shall fail to provide the Annual Report to the Dissemination Agent in time for the Dissemination Agent to deliver the Annual Report to the Repository by the date required in subsection (a) of this Section, the City or the Dissemination Agent, as applicable, shall send a notice to each Repository in substantially the form attached as Exhibit B to this Disclosure Commitment.

(c) In addition to filing the notice required by subsection (b) of this Section, as applicable, the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each Repository and verify the filing specifications of such Repository; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to the Disclosure Agreement, stating the date it was provided and listing each Repository to which it was provided.

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, which may be a part of the City's comprehensive audited financial report. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report may contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement for the Series 2012 Bonds dated September ____, 2012 (the "Official Statement"), if available, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent such information is not otherwise included as part of the Annual Report, updated information from that set forth in the Official Statement under the captions "PLEGGED FUNDS – Designated Revenues Collections" and "PLEGGED FUNDS – Non-Ad Valorem Revenues Collections" and the annual cost and contribution information under the caption "GASB STATEMENT NO. 45." In addition, to the extent such information is not otherwise included as part of the Annual Report, updated information from that set forth in "APPENDIX B – Employee Retirement Plans of the City" to the Official Statement: (i) under the caption "BACKGROUND INFORMATION – Actuarial Methods and Assumptions," the table captioned "Actuarial Methods and Assumptions," (ii) under the caption "DEFINED BENEFIT PENSION PLANS – General Employees Retirement System," the tables captioned "Historical Schedule of GERS Beneficiaries," "Annual Contributions to GERS" and "General Employees Retirement System Current Funding Status" and (iii) under the caption "DEFINED BENEFIT PENSION PLANS – Police and Firefighters' Retirement System," the tables captioned "Historical Schedule of PFRS Beneficiaries," "Annual Contributions to PFRS," "Source of Various Contributions to PFRS" and "Police and Firefighters' Retirement System Current Funding Status."

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each Repository or to the SEC. If the document included by reference is a final official statement, such final official statement must be available in electronic format from the MSRB. The City shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2012 Bonds within ten (10) Business Days of the occurrence of the event:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on the debt service reserves reflecting financial difficulties;
4. unscheduled draws on the credit enhancements reflecting financial difficulties.

5. substitution of the credit or liquidity providers or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2012 Bonds, or other material events affecting the tax status of the Series 2012 Bonds;
7. modifications to rights of Bondholders, if material;
8. bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution or sale of property securing repayment of the Series 2012 Bonds, if material;
11. rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;

Note: for the purposes of the event identified in this subsection 5(a)(12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional Bond Registrar, Paying Agent or trustee or the change of name of a Bond Registrar, Paying Agent or trustee, if material.

(b) Notice to the Dissemination Agent of any Listed Event shall be in writing. Such notice shall (i) identify the Listed Event that has occurred; (ii) include the text of the disclosure that the City desires to make; (iii) contain the written authorization of the City for the Dissemination Agent to disseminate such information, and (iv) identify the date the City desires the Dissemination Agent to disseminate the information (provided that such date is not later than the tenth (10th) Business Day after the occurrence of the Listed Event).

(c) The Dissemination Agent is not obligated to notify the City of an event that may constitute a Listed Event. In the event the Dissemination Agent so notifies the City, the City shall, within two (2) Business Days of receipt of such notice (but in any event not later than the tenth (10th) Business Day after the occurrence of the Listed Event, if the City determines that a Listed Event has occurred), instruct the Dissemination Agent that a Listed Event either (i) has not occurred and no filing is to be made or (ii) has occurred and the Dissemination Agent shall be provided notice thereof in the manner provided in Section 5(b).

SECTION 6. Termination of Reporting Obligation. The obligations of the City under the Disclosure Agreement shall remain in effect only for such period that the Series 2012 Bonds are outstanding in accordance with their terms and the terms of the Resolution and the City remains an obligated person with respect to the Series 2012 Bonds within the meaning of the Rule. The obligation of the City to provide the Annual Report and notices of Listed Events shall terminate if and when the City no longer remains such an obligated person. The Disclosure Agreement also shall terminate upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action.

SECTION 7. Amendment; Waiver. Notwithstanding any other provision of the Disclosure Agreement, the City may amend the Disclosure Agreement, and non-compliance with any provision of the Disclosure Agreement may be waived, provided the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a) hereof (unless the amendment or waiver is necessary or appropriate for the City to achieve compliance with any applicable federal law or rule, or to cure any ambiguity, inconsistency, formal defect or omission in the provisions of the Disclosure Agreement), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2012 Bonds, or the type of business conducted;

(b) The Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2012 Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Series 2012 Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Beneficial Owners.

In the event of any amendment or waiver of a provision of the Disclosure Agreement, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 8. Additional Information. Nothing in the Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Commitment or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by the Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by the Disclosure Agreement, the City shall have no obligation under the Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 9. Remedy for Breach. The Disclosure Agreement shall be solely for the benefit of the Beneficial Owners from time to time of the Series 2012 Bonds. The exclusive remedy for any breach of the Disclosure Agreement by the City shall be limited, to the extent permitted by law, to a right of Beneficial Owners to institute and maintain, or to cause to be instituted and maintained, such proceedings as may be authorized at law or in equity to obtain the specific performance by the City of its obligations under the Disclosure Agreement. Any holder or beneficial owner may exercise individually any such right to require the City to specifically perform its obligation to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Notwithstanding any other provisions of the Resolution or the Disclosure Agreement, any failure by the City to comply with any provision of the Disclosure Agreement shall not constitute a default under the Series 2012 Bonds or under the Resolution.

SECTION 10. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The services provided by the Dissemination Agent under or pursuant to the Disclosure Agreement shall solely relate to the execution of instructions received by the Dissemination Agent from the City and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”). The Dissemination Agent shall not provide any advice or recommendation to the City or anyone on the City’s behalf regarding the “issuance of municipal securities” or any “municipal financial product,” as such terms are defined in Dodd-Frank, and nothing in the Disclosure Agreement shall be interpreted to the contrary.

(b) For purposes of satisfying the reporting requirements of the Disclosure Agreement, the City has delegated to the Dissemination Agent the duties, functions and responsibilities of disclosing information undertaken by the City in the Disclosure Agreement. The City may, from time to time, appoint or engage an alternate or substitute Dissemination Agent to assist it in carrying out its obligations under the Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor, alternate or substitute Dissemination Agent. The Dissemination Agent (other than the City) shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to the Disclosure Agreement.

(c) Any information received by the Dissemination Agent before 6:00 p.m. Eastern time on any Business Day that it is required to file with the MSRB pursuant to the terms of the Disclosure Agreement will be filed by the Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same Business Day; provided, however, the Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event, provided that the Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

(d) The Dissemination Agent shall have only such duties as are specifically set forth in the Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including

the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2012 Bonds.

SECTION 11. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the City contained in the Disclosure Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized by law. No covenant, stipulation, obligation or agreement of the City contained in the Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the City in other than that person's official capacity.

SECTION 12. Obligated Persons. If any person, other than the City, becomes an "obligated person" with respect to the Series 2012 Bonds within the meaning of the Rule, the City shall use its best efforts to require such "obligated person" to comply with all provisions of the Rule applicable to such "obligated person."

SECTION 13. Electronic Filing. Any filing under the Disclosure Agreement with a Repository shall be made in compliance with the formal rules, notices or releases for such filings, as established by the SEC or the MSRB and, until established otherwise by such rules, notices or releases, any filing under the Disclosure Agreement shall be made electronically at <http://emma.msrb.org/> in accordance with the procedures of the MSRB for such filings.

SECTION 14. Beneficiaries. The Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Beneficial Owners, and shall create no rights in any other person or entity.

SECTION 15. Severability. In case any section or provision of the Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 16. Headings. The headings preceding the text of the sections of this Disclosure Commitment are solely for convenience of reference and shall not affect the meaning, construction or effect of any of the provisions of the Disclosure Agreement.

[Signature on following page]

IN WITNESS WHEREOF, the City has caused this Disclosure Commitment to be executed by its duly authorized officer and delivered to the Participating Underwriter in connection with the original issuance and delivery of the Series 2012 Bonds, all as of the date set forth above, and the Beneficial Owners and Holders of the Series 2012 Bonds from time to time shall be deemed to have accepted the Disclosure Agreement, as contained in Section 609 of the Resolution and further described and specified herein, in accordance with the Rule.

CITY OF FORT LAUDERDALE, FLORIDA

By: _____
DOUGLAS R. WOOD
Director of Finance

EXHIBIT A

Municipal Securities Information Repositories approved by the United States Securities and Exchange Commission:

Municipal Securities Rulemaking Board:

<http://emma.msrb.org/>

A list of names and addresses of all designated Municipal Securities Information Repositories as of any point in time is available by visiting the SEC's website at <http://www.sec.gov/info/municipal.shtml>.

EXHIBIT B

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Fort Lauderdale, Florida

Name of Bond Issue: Taxable Special Obligation Bonds, Series 2012 (Pension Funding Project) (the "Series 2012 Bonds")

Date of Issuance: October ____, 2012

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the Series 2012 Bonds as required by Section 609 of the Resolution adopted by the City Commission of the City in connection with the issuance of the Series 2012 Bonds. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

[Dissemination Agent]

By: _____
Name:
Title:

Florida Legislative session or during future sessions of the Florida Legislature, or that other attempts to repeal or limit the authority of counties and municipalities to levy or collect Business Taxes will not be made. In addition, no assurance can be given that if attempts are made to repeal or limit the authority of counties and municipalities to levy or collect Business Taxes, that Article VII, Section 18 of the Florida Constitution will govern such attempts. However, if such attempts are made and succeed, the City would have to determine if other legal authority exist for the levy and collection of Business Taxes or the Business Tax Revenues would no longer be available as Pledged Funds. For information relating to Business Tax Revenues as a portion of Designated Revenues generally, see “SECURITY AND SOURCES OF PAYMENT – Pledged Funds” and “PLEDGED FUNDS – Designated Revenues Collections” herein.

Potential Limitations on Certain Designated Revenues. Similar to the Business Tax Revenues, the Public Service Tax Revenues and the Communications Services Tax Revenues are each distributed to the City pursuant to State statutes that do not guarantee the authorization for the collection of such revenues will remain in existence. Although no legislation to repeal the Public Service Tax Law or the Communications Services Tax Law was introduced in the 2012 session of the Florida Legislature, legislation to amend definitions in the Communications Services Tax Law and to limit the application of certain provisions of the law were passed during the 2012 session of the Florida Legislature. Such legislation is not expected to have a material adverse impact on the collection of Communications Services Tax Revenues. However, no assurance can be given that, pursuant to action by the Florida Legislature in the future: (i) additional changes will not be made to the Communications Services Tax Law, (ii) changes will not be made to the Public Service Tax Law, (iii) such changes to the Communications Services Tax Law or the Public Service Tax Law will not have a material adverse impact on the collection of Communications Services Tax Revenues or Public Service Tax Revenues, or (iv) a repeal of the Communications Services Tax Law or the Public Service Tax Law will not be attempted and, if attempted, will not be successful.

Also, see “PLEDGED FUNDS – Sources of Designated Revenues – Business Tax Revenues – Proposal to Repeal Authority to Levy Business Taxes” herein for a description of provisions of the Florida Constitution that may be applicable to certain efforts to reduce revenues received by the City under the general laws of the State of Florida. The Public Service Tax Law was enacted prior to February 1, 1989. The Communications Services Tax Law, enacted after February 1, 1989, constituted a simplification of certain provisions of the Public Service Tax Law and, as such, efforts to reduce revenues received under it may be governed by Article VII, Section 18 of the Florida Constitution as well. No assurance can be given, however, as to whether the provisions of Article VII, Section 18 of the Florida Constitution may be determined to be applicable to efforts to reduce revenues received by the City pursuant to the Communications Services Tax Law.

Designated Revenues Collections

The following table summarizes the actual receipt of funds constituting the Designated Revenues for the Fiscal Years ended September 30, 2002 through September 30, 2011 and the budgeted amount of such funds to be received for Fiscal Year 2012.

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**City of Fort Lauderdale, Florida
Designated Revenues by Source**

Fiscal Year	Communications Services Tax Revenues	Guaranteed Entitlement Revenues	Business Tax Revenues ⁽²⁾	Public Service Tax Revenues			
	Communications Services Tax	Guaranteed Entitlement ⁽¹⁾	Business Taxes	Florida Power & Light	Water	Gas	Total
2002	\$18,586,196	\$2,294,442	\$2,974,209	\$13,081,308	\$2,457,509	\$473,020	\$39,866,684
2003	17,553,259	2,399,332	2,683,507	13,976,724	2,909,666	471,747	39,994,235
2004	16,303,194	2,805,368	1,921,673 ⁽³⁾	13,823,735	3,018,239	477,235	38,349,444
2005	15,145,693	3,196,503	2,858,171	14,495,903	3,232,154	593,884	39,522,308
2006	15,082,333	3,196,503	2,993,618	14,660,098	3,137,897	666,053	39,736,502
2007	14,451,205	3,196,503	2,908,571	15,014,546	3,276,941	601,017	39,448,783
2008	14,869,550	3,196,503	2,998,605	15,181,470	3,295,955	588,675	40,130,758
2009	16,125,551	3,196,503	2,386,594 ⁽³⁾	15,016,126	3,768,773	530,586	41,024,133
2010	13,754,978	3,196,503	2,572,022	16,089,695	4,372,128	537,514	40,522,840
2011	13,511,021	3,196,503	2,853,959	16,252,773	4,462,340	499,504	40,776,100
2012 ⁽⁴⁾	14,000,000	3,196,503	2,940,000	16,705,000	4,750,000	500,000	42,091,503

Source: City of Fort Lauderdale, Florida Department of Finance.

- (1) Represents the City’s Guaranteed Entitlement, excluding any portion of the Guaranteed Entitlement attributable to revenues received by the City from the one-cent municipal fuel tax collections. The one-cent municipal fuel tax collections are required to be used for transportation related purposes. See “PLEDGED FUNDS – General” and “– Sources of Designated Revenues – Guaranteed Entitlement Revenues” herein.
- (2) See “PLEDGED FUNDS – General” and “– Sources of Designated Revenues – Business Tax Revenues – Proposal to Repeal Authority to Levy Business Taxes” herein.
- (3) Decrease in Fiscal Year 2004 is attributable to a reduced effort to collect delinquent taxes for such year. Decrease in Fiscal Year 2009 is attributable to a slight decrease in the number of tax statements issued resulting from the economic downturn experienced throughout the United States.
- (4) Budgeted.

Sources of Non-Ad Valorem Revenues

Set forth below is a description of each of the categories of non-ad valorem revenues collected or received by the City.

Public Service Taxes. Public Service Taxes constitute revenues collected pursuant to the Public Service Tax Law. Under the terms of the Resolution, such revenues are not included in the definition of Non-Ad Valorem Revenues. See “PLEDGED FUNDS – General” and “– Sources of Designated Revenues” herein.

designed to fund specific needs and services within the City. Such revenues include, without limitation, amounts received from: (i) federal grants for emergency management, homeland security, economic development, transportation and technology; (ii) the State pursuant to (a) the State Revenue Sharing Act, (b) the gasoline tax refund under Chapter 206, Part I, Florida Statutes, as amended, (c) the half-cent sales tax under Chapter 218, Part VI, Florida Statutes, as amended, and (d) State grants for library services, emergency management and community affairs; (iii) Broward County resulting from business tax receipts and mobile home license fees, hazard materials cleanup and grants for emergency management, security and other City services; and (iv) museums, community colleges and other local entities. A portion of such revenues constitute Guaranteed Entitlement Revenues. Under the terms of the Resolution, Guaranteed Entitlement Revenues are not included in the definition of Non-Ad Valorem Revenues. See “PLEDGED FUNDS – General” and “– Sources of Designated Revenues” herein.

Licenses and Permits. Revenues from licenses and permits constitute amounts received by the City for fees charged (i) to obtain permits and pay business taxes to operate a business within the City and to satisfy penalties assessed in connection with certain licenses or permits, (ii) to obtain nonbusiness licenses and permits, and (iii) for certain registrations, inspections or certifications of use. Under the terms of the Resolution, revenues received from taxes imposed on persons and entities for the privilege of operating a business within the City constitute a component of Designated Revenues and, as such, are not included in the definition of Non-Ad Valorem Revenues. See “PLEDGED FUNDS – General” and “– Sources of Designated Revenues” herein.

Fines and Forfeitures. Revenues from fines and forfeitures constitute amounts received by the City from fines assessed by the courts, charges imposed for municipal code violations, confiscated money and property and fees charged for returned checks.

Miscellaneous. Miscellaneous revenues include, without limitation, amounts received by the City from (i) interfund charges, fire assessment fees and payments made in lieu of taxes, including various pilot programs to provide certain services in the City where the entity providing such services was allowed to make certain payments in lieu of taxes otherwise required to be paid; (ii) the sale of surplus property; (iii) interest earnings on (a) the investment of moneys in the City’s General Fund, (b) current or delinquent taxes and (c) liens on property; (iv) rents and royalties from the City’s grant of licenses to provide certain services in the City and from its lease of certain property owned by the City, including, without limitation, fees received from its telecommunications license; and (v) contributions made to the City.

Non-Ad Valorem Revenues Collections

The following table summarizes actual collections by the City of non-ad valorem funds for the Fiscal Years ended September 30, 2003 through September 30, 2011, budgeted collections for the Fiscal Year ending September 30, 2012, and the amount of such collections that would constitute Non-Ad Valorem Revenues under the Resolution. See “SECURITY AND SOURCES OF PAYMENT – Pledged Funds – Non-Ad Valorem Revenues” herein. The availability of Non-Ad Valorem Revenues to be deposited into the Principal and Interest Account of the Debt Service Fund, as needed to cure a Debt Service Funding Deficiency, may be effectively limited by the City’s obligation to adopt a balanced budget, funding requirements for essential governmental services of the City and other limitations on the collection, appropriation or use of non-ad valorem funds by the City. Also see “PLEDGED FUNDS – General” and “THE CITY – Adjustments to Annual Budgets – Fiscal Year 2013 Budget” herein. Unless otherwise expressly noted in the following table, no attempt has been made to quantify what portion of the non-ad valorem funds of the City will be affected by such limitations.

Non-Ad Valorem Revenues by Source⁽¹⁾

Fiscal Year Ended September 30,

Non Ad-Valorem Revenues	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	Budget <u>2012</u>
Public service taxes ⁽²⁾	\$34,912,119	\$33,622,403	\$33,467,636	\$33,546,383	\$33,343,709	\$33,935,730	\$35,441,037	\$34,754,319	\$34,725,638	\$35,955,000
Franchise taxes	12,395,361	13,433,621	14,419,408	17,250,122	18,246,991	18,192,005	18,059,429	18,224,861	16,439,174	17,550,000
Insurance premium taxes	3,695,313	4,105,057	3,950,276	4,216,411	5,872,529	5,262,368	4,409,901	4,816,576	4,735,930	4,882,276
Licenses and Permits	10,839,138	10,674,843	11,273,726	12,884,161	13,350,790	10,993,869	8,374,250	8,031,790	3,122,525	3,239,570
Fines and Forfeitures	3,051,535	4,093,075	2,693,343	2,694,903	2,777,731	2,496,102	1,524,350	1,654,881	2,690,287	2,905,000
Intergovernmental	17,495,386	16,959,255	20,213,705	21,667,111	19,044,132	18,425,642	17,095,268	16,427,691	17,099,268	16,169,911
Charges for Services	15,503,916	17,497,036	17,429,001	17,829,228	18,962,658	17,744,259	16,663,920	17,829,591	19,426,937	20,456,960
Miscellaneous	<u>26,216,878</u>	<u>29,324,575</u>	<u>35,910,135</u>	<u>38,737,386</u>	<u>42,331,241</u>	<u>43,418,352</u>	<u>47,621,241</u>	<u>47,772,912</u>	<u>48,362,551</u>	<u>58,928,720</u>
TOTAL NON-AD VALOREM FUNDS	124,109,646	129,709,865	139,357,230	148,825,705	153,929,781	150,468,327	149,189,396	149,512,621	146,602,310	160,087,437
Less Amounts Not Legally Available ⁽³⁾	(5,042,009)	(5,564,414)	(5,500,248)	(5,793,839)	(7,313,848)	(6,594,873)	(5,655,431)	(6,116,467)	(6,076,528)	(6,032,276)
Less Designated Revenues ⁽⁴⁾	(39,994,235)	(38,349,444)	(39,522,308)	(39,736,502)	(39,448,783)	(40,130,758)	(41,024,133)	(40,522,840)	(40,776,100)	(42,091,503)
Less Debt Service Requirements	<u>(1,934,438)</u>	<u>(4,911,399)</u>	<u>(6,482,194)</u>	<u>(3,904,359)</u>	<u>(3,876,054)</u>	<u>(5,793,593)</u>	<u>(4,684,985)</u>	<u>(2,505,958)</u>	<u>(3,167,048)</u>	<u>(2,836,054)</u>
TOTAL AVAILABLE NON-AD VALOREM REVENUES⁽⁵⁾	<u>\$ 77,138,964</u>	<u>\$ 80,884,608</u>	<u>\$ 87,852,480</u>	<u>\$ 99,391,005</u>	<u>\$103,291,096</u>	<u>\$ 97,949,103</u>	<u>\$ 97,824,847</u>	<u>\$100,367,356</u>	<u>\$ 96,582,634</u>	<u>\$109,127,604</u>

Source: City of Fort Lauderdale, Florida Department of Finance.

Footnotes to table appear on the next page.

(collectively referred to as “OPEB”) as well as their annual OPEB costs. Historically, governmental entities generally accounted for OPEB on a pay-as-you-go basis, reporting only the cost of OPEB due in the current fiscal year. As a result of GASB 45, governmental entities are required to utilize an actuarial method of accounting that takes into account unfunded liabilities related to OPEB. In order to receive a clean opinion in its annual audit, governmental entities have to comply with the requirements of GASB 45.

The City provides a post-employment health insurance benefit for its general employees, sworn police officers and certified firefighters. Employees entitled to the benefit are paid from \$100 to \$400 per month upon normal retirement for the purchase of health insurance. The benefit continues until age 65 and is currently funded on a pay-as-you-go basis. In addition, retiring general employees and certified firefighters are eligible to continue their participation in one of the City’s health and/or dental insurance plans at the same premium applicable to active employees. Since retiree claims are expected to result in higher costs to the plans, on average, than those for active employees on an actuarial basis, there is an implicit subsidy included in the premiums for the retirees. As of September 30, 2011, there were 590 retired employees receiving a monthly benefit, with an additional 2,257 employees eligible for participation in the future. Payments made totaled \$2,841,073 for the year. Retiree implicit subsidies amount to \$490,946 of that total.

Annual OPEB costs is a measure of the periodic cost of an employer’s participation in a defined benefit OPEB plan. Set forth below is a description of the City’s annual OPEB costs and net OPEB obligation for the Fiscal Year ended September 30, 2011:

**City of Fort Lauderdale, Florida
OPEB Annual Costs and Net Obligation
for Fiscal Year 2011**

Annual Required Contribution	\$ 6,321,000
Interest on Net OPEB Obligation	230,000
Amortization of Net OPEB Obligation	<u>(235,000)</u>
Annual OPEB Cost	6,316,000
Actual Contributions Made	(2,841,073)
Increase in Net OPEB Obligation	3,474,927
Beginning of Year Net OPEB Obligation	<u>6,042,831</u>
End of Year Net OPEB Obligation	<u>\$ 9,517,758</u>

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2011.

Set forth below is a description of the City’s annual OPEB costs for the last three (3) Fiscal Years and the amount contributed annually by the City towards such costs.

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**City of Fort Lauderdale, Florida
OPEB Annual Costs and Contributions**

Fiscal Year Ended <u>September 30</u>	Annual <u>OPEB Cost</u>	<u>Contribution</u>	Percent <u>Contributed</u>	Net OPEB <u>Obligation</u>
2009	\$3,905,000	\$2,379,593	60.9%	\$2,547,826
2010	5,951,000	2,455,994	41.3	6,042,832
2011	6,316,000	2,841,073	45.0	9,517,758

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2011.

As of the September 30, 2011 valuation date, the actuarial accrued liability for benefits was \$62,166,000, all of which was unfunded. The payroll for active participating employees for that period was approximately \$141,096,000 and the unfunded accrued liability as a percentage of payroll was 43.8%.

Historically, the City has been able to satisfy its annual OPEB obligation to pay current benefits and expects that it will continue to have funds available to satisfy such obligation in the foreseeable future. Also, the City’s practice historically has been to provide approximately \$1,000,000 each year toward the unfunded liability portion of its actuarially determined OPEB annual required contribution. Such practice provides for an annual increase in such OPEB annual required contribution. For more detailed information concerning the City’s OPEB, see “APPENDIX C - Basic Financial Statements of the City for the Fiscal Year ended September 30, 2011.”

In its meeting on September 18, 2012, the City Commission enacted an Ordinance which, among other things, establishes that employees hired on or after October 1, 2012 are not entitled to receive any retiree health insurance benefits. Such Ordinance will reduce the actuarial assumptions for future employees of the City and the benefits to which such employees will be entitled. As a result, the Ordinance is expected to have a significant, positive impact on the reduction of the City’s OPEB unfunded liability.

In addition, during Fiscal Year 2013, staff of the City plan to recommend to the City Commission that the City establish a trust fund to be used solely for the purpose of receiving and investing contributions made by the City to reduce the City’s net OPEB obligation. The recommendation is expected to be for the City to deposit into its OPEB trust fund approximately \$4,000,000 currently held in reserve from prior year deposits by the City of the unfunded portion of its actuarially determined OPEB annual required contribution. The recommendation is also expected to be that the City add to the deposit into its OPEB trust fund any contributions made by the City’s enterprise funds to reduce the City’s OPEB unfunded liability.

Plans for the creation of an OPEB trust fund have been approved by the City’s Budget Advisory Board. In anticipation of the creation of the OPEB trust fund, the City Commission has changed the designation of the approximately \$4,000,000 currently held in reserve from prior year OPEB unfunded liability deposits from “unassigned funds” to “assigned funds.”

FINANCIAL STATEMENTS

The basic financial statements of the City for the Fiscal Year ended September 30, 2011 and the report of Ernst & Young LLP, independent certified public accountants, in connection therewith, dated March

Actuarial Methods and Assumptions

<u>Method or Assumption</u>	<u>General Employees Retirement System</u>	<u>Police and Firefighters' Retirement System</u>
Valuation Date	Fiscal Year End (September 30)	Fiscal Year End (December 31)
Actuarial Cost Method	Entry Age	Entry Age
Amortization Method	Level Percent Closed	Level Percent Closed
Remaining Amortization Period ⁽¹⁾	5-30 Years	11-20 Years
Asset Valuation Method	Five Year Smoothed Market	20% Write-Up Method
Actuarial Assumptions:		
Investment Rate of Return ⁽²⁾	7.75%, including 3.25% inflation	7.75%, including 3.25% inflation
Projected Salary Increases	4.25% - 8.25%	3.75% - 10.75% ⁽³⁾
Cost of Living Adjustments (COLA)	Ad hoc COLAs are granted with City Commission approval if investment earnings exceeded funding assumptions in the prior year	A COLA, limited to change in the consumer price index, is granted each year to the extent it can be funded by net experience gains during the prior year

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2011.

- (1) A change in the Amortization Period is currently being considered by the Board of Trustees of the GERS but no specific plans have been made to make such change.
- (2) Assumed Investment Rate of Return for the PFRS was changed from 7.75% to 7.50% , including a 3.0% rate of inflation, beginning in 2012. A reduction in the Assumed Investment Rate of Return for the GERS is also currently being considered by the Board of Trustees of the GERS but no specific plans have been made to make such change.
- (3) The Projected Salary Increases range was changed to 3.25% to 9.25% beginning in 2012.

THE AMOUNTS AND PERCENTAGES SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING THIS APPENDIX B, RELATING TO THE PENSION PLANS, INCLUDING, FOR EXAMPLE, ACTUARIAL ACCRUED LIABILITIES AND FUNDED RATIOS, ARE BASED UPON NUMEROUS DEMOGRAPHIC AND ECONOMIC ASSUMPTIONS, INCLUDING INVESTMENT RETURN RATES, INFLATION RATES, SALARY INCREASE RATES, COST OF LIVING ADJUSTMENTS, POSTEMPLOYMENT MORTALITY, ACTIVE MEMBER MORTALITY, AND RATES OF RETIREMENT. PROSPECTIVE PURCHASERS OF THE SERIES 2012 BONDS ARE CAUTIONED TO REVIEW AND CAREFULLY ASSESS THE REASONABLENESS OF THE ASSUMPTIONS SET FORTH IN THE DOCUMENTS THAT ARE CITED AS THE SOURCES OF SUCH INFORMATION. IN ADDITION, THE PROSPECTIVE PURCHASERS OF THE SERIES 2012 BONDS ARE CAUTIONED THAT SUCH SOURCES AND THE UNDERLYING ASSUMPTIONS SPEAK AS OF THEIR RESPECTIVE DATES, AND ARE SUBJECT TO CHANGE.

Unfunded Actuarial Accrued Liability

The annual contribution the City must make to satisfy the requirements of the Pension Plans is comprised of two components, the Normal Cost and the UAAL. Pension fund obligations can increase for employers for various reasons, including, without limitation, changes in accrued benefits of the retirement plan, changes in pay levels of employees, changes in the demographics of the employee base, changes in Assumptions affecting Annual Pension Costs and differences in the actual versus the projected rate of return

The only other changes to the GERS in the past five (5) years occurred in Fiscal Year 2008, when the plan was effectively closed to new entrants. In addition, the actuarial payroll growth assumption was changed from 3.25% to 0.0% in response to the closing of the plan to new entrants.

The Board of Trustees of the GERS is currently contemplating a reduction in the assumed investment rate of return for the GERS. A change in the amortization period for the GERS is also currently being considered by the Board of Trustees. No specific plans, however, have been made to implement either of such changes. While decreasing the difference between the assumed amortization of the assets of the GERS and the market value of such assets, a reduction in the assumed investment rate of return would result in an increase in the Actuarial UAAL for the GERS.

Plan Beneficiaries. The City’s payroll for employees covered by the GERS applicable to September 30, 2011, the most recent actuarial valuation of the plan, was \$69,251,865, which amount would have been \$60,621,037 after taking into account the effects of the Bonus Program. The total City payroll as of September 30, 2011 was approximately \$163,807,900, which amount would have been \$155,177,100 after taking into account the effects of the Bonus Program. As of the valuation date, employee membership data related to the GERS for the past five (5) years was as follows:

Historical Schedule of GERS Beneficiaries

<u>Category of Beneficiary</u>	<u>Fiscal Year Ended September 30,</u>					
	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011⁽¹⁾</u>	<u>2011⁽²⁾</u>
Retirees and beneficiaries currently receiving benefits	1,215	1,222	1,211	1,212	1,221	1,355
Terminated employees entitled to benefits but not yet receiving them	119	122	121	117	112	112
Fully, partially and non-vested active plan participants	1,437	1,338	1,280	1,227	1,169	1,035
Participants in DROP (as hereinafter defined)	38	30	27	32	37	22

Source: Actuarial Valuation Report as of September 30, 2011, Gabriel Roeder Smith & Company, March 1, 2012.

(1) Represents amounts as of the fiscal year ended September 30, 2011, prior to effective date of the Bonus Program.

(2) Represents amounts as of the fiscal year ended September 30, 2011, assuming the effects of the Bonus Program.

Plan Description. Under the vesting provisions of the GERS, employees are entitled to one hundred percent (100%) of normal retirement benefits after five (5) years of service. Employees who are terminated prior to vesting are entitled to a refund of employee contributions, plus interest at three percent (3%) per year. Employees are eligible to retire after thirty (30) years of service, regardless of age, or at age fifty-five (55), with five (5) years of service. Members who continue in employment past normal retirement may either accrue larger pensions or freeze their accrued benefit and enter the Deferred Retirement Option Plan (the “DROP”). Each participant of the GERS in the DROP has an account credited with benefits not received, plus interest. Participation in the DROP must end no later than thirty-six (36) months after normal retirement. Certain employees hired on or after October 1, 1983 electing reduced benefits are entitled to one hundred (100%) of normal retirement benefits after ten (10) years of service, beginning at age sixty-five (65).

Employees contribute from four to six percent (4% to 6%) of their earnings to the plan. The City is required to contribute the remaining amounts necessary to fund the plan, based on an amount determined by the plan's actuaries as of September 30 each year. For the Fiscal Years ended September 30, 2011 and 2010, the City's contribution rate, as a percentage of annual covered payroll, was 30.95% and 28.68%, respectively.

Set forth below are the Annual Required Contributions for the valuation dates from Fiscal Years 2006 through 2011, which were used to determine the Annual Required Contributions for Fiscal Years 2008 through 2013. The Annual Required Contribution for the Fiscal Year beginning October 1, 2012 is 46.73% of payroll, an increase of 13.98% from the Fiscal Year beginning October 1, 2011. The estimated dollar contribution is \$28.03 million next Fiscal Year, compared to \$22.37 million this Fiscal Year. The Annual Required Contribution for the Fiscal Year beginning October 1, 2012 was 37.25% of payroll, estimated to be \$24.93 million, prior to the effects from the Bonus Program.

Annual Contributions to GERS

Fiscal Year Ended (September 30)	City Contribution	Percent Contributed	Contribution as a Percent of Payroll			
			Normal Cost ⁽¹⁾	Expenses ⁽¹⁾	UAAL ⁽¹⁾	Total ⁽¹⁾
2008	\$16,025,608	100.00%	12.48%	0.62%	10.33%	23.43%
2009 ⁽²⁾	16,727,623	100.00	12.73	0.59	9.41	22.73
2009 ⁽³⁾	18,363,351	100.00	12.73	0.59	12.44	25.76
2010	19,387,067	100.00	13.17	0.59	14.92	28.68
2011	21,534,043	100.00	13.21	0.54	17.20	30.95
2012	22,369,549	100.00	13.32	0.52	18.91	32.75
2013 ⁽²⁾	24,934,306	100.00	14.12	0.60	22.53	37.25
2013 ⁽³⁾	28,033,782	100.00	13.91	0.67	32.15	46.73

Source: Actuarial Valuation Report as of September 30, 2011, Gabriel Roeder Smith & Company, March 1, 2012.

- (1) Amounts shown reflect the City's contribution as a percent of covered payroll for active members of the GERS only, excluding DROP members. The GERS has been closed to new members since 2007. As a result, the Annual Required Contribution will continue to increase as a percent of covered payroll, as such payroll decreases from year to year. See "DEFINED BENEFIT PENSION PLANS – General Employees Retirement System – Plan Amendments" herein.
- (2) Represents amounts applicable to the fiscal year prior to effects resulting from changes made to the provisions of the GERS. See "DEFINED BENEFIT PENSION PLANS – General Employees Retirement System – Plan Amendments" herein.
- (3) Represents amounts applicable to the fiscal year assuming effects resulting from changes made to the provisions of the GERS. See "DEFINED BENEFIT PENSION PLANS – General Employees Retirement System – Plan Amendments" herein.

Since the City contributed one hundred percent (100%) of the annual pension cost in each of the years indicated, there was no net pension obligation at the end of any year.

Funding Status. One of the effects from implementation of the Bonus Program is that it will result in an increase in the UAAL for the GERS for fiscal year 2012 of approximately \$17.54 million. Such

increase is being amortized over five (5) years. After the five (5) year period, the City's Annual Required Contribution is expected to decrease by \$4.21 million.

Set forth below is a table reflecting the funding status of the GERS, based on the actuarial valuations performed as of the Fiscal Years ended September 30, 2006 through 2011, including the effects of changes made to the provisions of the GERS during certain Fiscal Years.

**General Employees Retirement System
Current Funding Status**

<u>Valuation Date</u> <u>09/30</u>	<u>Annual Gain</u> <u>(Loss)</u>	<u>Actuarial Value of Plan Assets</u>	<u>Actuarial Accrued Liability Entry Age</u>	<u>Unfunded Actuarial Accrued Liability (UAAL)</u>	<u>Funded Ratio</u>	<u>Annual Covered Payroll</u>	<u>UAAL as a Percent of Covered Payroll</u>
2006	\$ 3,111,903	\$301,241,568	\$408,743,565	\$107,501,997	73.7%	\$64,239,370	167.3%
2007 ⁽¹⁾	6,224,383	327,741,369	430,025,194	102,283,825	76.2	69,102,372	148.0
2008 ⁽¹⁾	(12,696,085)	338,743,156	454,291,730	115,548,574	74.6	69,499,308	166.3
2009	(21,592,067)	345,239,176	482,099,968	136,860,792	71.6	71,547,932	191.3
2010	(9,398,503)	353,481,376	499,854,210	146,372,834	70.7	71,416,368	205.0
2011 ⁽²⁾	(18,218,973)	355,673,852	519,161,979	163,488,127	68.5	69,251,865	236.1
2011 ⁽³⁾	(18,218,973)	355,673,852	536,701,842	181,027,990	66.3	60,621,037	298.6

Source: Actuarial Valuation Report as of September 30, 2011, Gabriel Roeder Smith & Company, March 1, 2012.

- (1) Change made to plan did not impact amounts set forth in this table. See "DEFINED BENEFIT PENSION PLANS – General Employees Retirement System – Plan Amendments" herein.
- (2) Represents amounts as of the fiscal year ended September 30, 2011, prior to effective date of the Bonus Program.
- (3) Represents amounts as of the fiscal year ended September 30, 2011, assuming the effects of the Bonus Program.

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Historical Schedule of PFRS Beneficiaries

<u>Category of Beneficiary</u>	<u>Fiscal Year Ended December 31,</u>				
	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Retirees and beneficiaries currently receiving benefits	876	913	860	865	869
Terminated employees entitled to benefits but not yet receiving them	25	20	18	16	18
Fully, partially and non-vested active plan participants	757	754	804	802	798
Participants in DROP	N/A*	N/A*	70	84	83

Source: 2012 Actuarial Report, The Nyhart Company, Inc., June 22, 2012 and City of Fort Lauderdale, Florida Department of Finance.

* No distinction is made between retirement and DROP participants.

Plan Description. Under the vesting provisions of the PFRS, employees are entitled to one hundred percent (100%) of normal retirement benefits after ten (10) years of service. Employees who are terminated prior to vesting are entitled to a refund of employee contributions, plus interest at three percent (3%) per year. Employees are eligible to retire after twenty (20) years of service, regardless of age, or at age fifty-five (55), with ten (10) years of service. Members who continue in employment after completion of twenty (20) years of service (or twenty-two (22) years of service for employees hired on or after April 18, 2010) may either accrue larger pensions or freeze their accrued benefit and enter the DROP. Each participant of the PFRS in the DROP has an account credited with benefits not received, plus interest. Participation in the DROP must end no later than sixty (60), seventy-two (72), eighty-four (84) or ninety-six (96) months after normal retirement, depending on years of service.

Employees hired on or before April 18, 2010 contribute eight and one-quarter percent (8.25%) of their earnings to the plan. Employees hired after April 18, 2010 contribute eight and one-half percent (8.5%) of their earnings to the plan. In addition, contributions in the amount of \$4,735,930 were received from the State from fire and casualty insurance premium taxes for the fiscal year for the PFRS ended December 31, 2011. These on-behalf payments were also recognized as tax revenues and public safety expenditures in the City's General Fund. The City is required to contribute the remaining amounts necessary to fund the plan, based on an amount determined by the plan's actuaries as of December 31 each year. For the 2012 Fiscal Year, the City's and the State's contribution rates, as percentages of annual covered payroll, were 49.4% and 7.7%, respectively.

Contributions totaling \$40,623,591 (\$30,684,942 from the City, \$4,735,930 from the State and \$5,202,719 from employees covered under the PFRS) were made for the year ended December 31, 2011. Such contributions consisted of (a) \$17,987,790 in Normal Cost, (b) \$19,776,362 in amortization cost of the UAAL, (c) \$2,322,481 to the account for the Firefighters' Share Plan and (d) \$536,958 in noninvestment expenses. Set forth below is a table reflect contributions made to the PFRS for the fiscal years 2006 through 2011.

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Annual Contributions to PFRS

<u>Fiscal Year Ended (December 31)</u>	<u>Annual Required Contribution</u>	<u>City Contribution</u>	<u>State Contribution⁽¹⁾</u>	<u>Percentage Contributed</u>	<u>Net Pension Obligation</u>
2006	\$22,786,472	\$20,472,413	\$4,359,435	108.9%	0%
2007	24,099,431	21,332,840	2,766,591	100.0	0
2008	21,627,937	19,146,573	3,000,946	102.4	0
2009	28,367,152	25,456,535	2,635,176	99.0	0 ⁽²⁾
2010	32,957,020	30,735,629	2,515,253	100.9	0 ⁽³⁾
2011	33,391,584	30,684,942	2,413,499	99.1	0 ⁽³⁾

Source: 2012 Actuarial Report, The Nyhart Company, Inc., June 22, 2012.

- (1) Beginning in fiscal year 2007, the State contribution reflected in the table is net of reserve account accumulation and the Firefighters’ Share Plan amount. See “DEFINED BENEFIT PENSION PLANS – Police and Firefighters’ Retirement System – Plan Amendments” herein.
- (2) The State contribution from fire and casualty insurance premium taxes pursuant to Chapter 175, Florida Statutes, as amended, was not received. The amount anticipated from such source of revenues of \$276,875 was increased with interest to July 1, 2011 and the resulting amount of \$292,075 was added to the City’s fiscal year 2011 contribution requirement.
- (3) A portion of the State contribution from fire and casualty insurance premium taxes pursuant to Chapter 185, Florida Statutes, as amended, was not received. The shortfall, with interest, until the shortfall was paid, was added to the City’s required contribution amount.

Set forth below is a table reflecting contributions made to the plan from various sources for fiscal years 2006 through 2011.

Source of Various Contributions to PFRS

<u>Fiscal Year Ended (December 31)</u>	<u>Employee Contribution</u>	<u>City Contribution</u>	<u>State Contribution</u>	<u>Investment Income</u>	<u>Total</u>
2006	\$3,331,601	\$20,472,413	\$4,359,435	\$8,281,777	\$36,445,226
2007	3,596,451	21,332,840	5,204,949	7,919,695	38,053,935
2008	3,996,724	19,146,573	5,262,367	9,206,242	37,611,906
2009	4,264,471	25,456,535	4,409,900	6,092,184	40,223,090
2010	5,247,391	30,735,629	4,816,576	7,308,370	48,107,966
2011	5,202,719	30,684,942	4,735,930	10,441,009	51,064,600

Source: 2012 Actuarial Report, The Nyhart Company, Inc., June 22, 2012.

Funding Status. Set forth below is a table reflecting the funding status of the PFRS, based on the actuarial valuations performed as of the fiscal years ended December 31, 2006 through 2011.

**Police and Firefighters' Retirement System
Current Funding Status**

<u>Valuation Date 12/31</u>	<u>Cumulative Gain (Loss)</u>	<u>Actuarial Value of Plan Assets</u>	<u>Actuarial Accrued Liability Entry Age</u>	<u>Unfunded Actuarial Accrued Liability (UAAL)</u>	<u>Funded Ratio</u>	<u>Annual Covered Payroll</u>	<u>UAAL as a Percent of Covered Payroll</u>
2006	(\$42,586,868)	\$428,277,172	\$557,142,628	\$128,865,456	76.9%	\$42,841,914	301%
2007	(13,047,370)	480,944,264	586,532,251	105,587,987	82.0	51,302,024	206
2008	(80,631,366)	444,447,527	614,037,958	169,590,431	72.4	52,825,828	321
2009	(114,183,329)	451,610,479	648,973,423	197,362,944	69.6	61,668,621	320
2010	(122,178,460)	482,181,230	674,229,902	192,048,672	71.5	62,571,391	307
2011	(145,694,902)	505,318,753	724,112,813	218,794,060	69.8	65,318,290	335

Source: 2012 Actuarial Report, The Nyhart Company, Inc., June 22, 2012.

Present Resources and Expected Future Resources of PFRS

As of December 31,

<u>Category of Resource</u>	<u>2010</u>	<u>2011</u>
Net assets available for benefits		
Actuarial Value	\$482,181,230	\$505,318,753
Actuarial present value of expected future		
City and State contributions		
For Normal Cost	106,243,049	103,306,725
For UAAL	<u>192,048,672</u>	<u>218,794,060</u>
Total	298,291,721	322,100,785
Actuarial present value of expected future		
Participant contributions	<u>43,298,905</u>	<u>43,082,223</u>
Total Present and Expected Future Resources	<u>\$823,771,856</u>	<u>\$870,501,761</u>

Source: 2012 Actuarial Report, The Nyhart Company, Inc., June 22, 2012.

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In the opinion of Squire Sanders (US) LLP, Bond Counsel, under existing law (i) assuming continuing compliance with certain covenants and the accuracy of certain representations, interest on the Series 2012 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations and (ii) the Series 2012 Bonds and the income thereon are exempt from taxation under the laws of the State of Florida, except estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. Interest on the Series 2012 Bonds may be subject to certain federal taxes imposed only on certain corporations, including the corporate alternative minimum tax on a portion of that interest. For a more complete discussion of the tax aspects relating to the Series 2012 Bonds, see the discussion under the heading "TAX MATTERS" herein.



\$64,585,000
CITY OF FORT LAUDERDALE, FLORIDA
Water and Sewer Revenue Refunding Bonds, Series 2012

Dated: Date of Delivery

Due: March 1 and September 1,
as shown on inside cover page

The City of Fort Lauderdale, Florida Water and Sewer Revenue Refunding Bonds, Series 2012 (the "Series 2012 Bonds") will be issued by the City of Fort Lauderdale, Florida (the "City") as fully registered bonds, without coupons, in denominations of \$5,000 and integral multiples thereof and when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2012 Bonds. Purchasers will not receive certificates representing their ownership interests in the Series 2012 Bonds purchased. See "THE SERIES 2012 BONDS – Book-Entry Only System" herein. Interest on the Series 2012 Bonds will accrue from their date of delivery and will be payable on September 1, 2012 and semiannually on each March 1 and September 1 thereafter. Regions Bank, Jacksonville, Florida, will serve as the initial Bond Registrar and Paying Agent (the "Paying Agent") for the Series 2012 Bonds. While the Series 2012 Bonds are registered through the DTC book-entry only system, principal of and interest on the Series 2012 Bonds will be payable by the Paying Agent to DTC.

The Series 2012 Bonds are being issued for the purpose of providing funds, together with other legally available funds of the City, to (i) advance refund a portion of the City's outstanding Water and Sewer Revenue Bonds, Series 2003 (the "Series 2003 Bonds"), which Bonds were originally issued to finance certain Costs of improving and upgrading the City's Water and Sewer System (the "Water and Sewer System"); and (ii) pay the costs of issuing the Series 2012 Bonds. The Series 2012 Bonds are payable from and secured by a lien on and pledge of the Net Revenues derived from the City's ownership or operation of the Water and Sewer System and certain other moneys held under the Resolution (as defined herein), on a parity with the portion of the Series 2003 Bonds remaining Outstanding after the issuance of the Series 2012 Bonds, and the City's Outstanding Water and Sewer Revenue Bonds, Series 2006, Water and Sewer Revenue Bonds, Series 2008, Water and Sewer Revenue Bonds, Series 2010 and any other Bonds or Alternative Parity Debt hereafter issued; **provided, however, that no deposit to the Reserve Account shall be made in connection with the issuance of the Series 2012 Bonds and the Series 2012 Bonds shall not be secured by, or entitled to any benefit from, amounts held in the Reserve Account for the benefit of other Bonds issued and Outstanding under the Bond Resolution (as such terms are defined herein).** See "SECURITY FOR THE SERIES 2012 BONDS" herein.

The Series 2012 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as described herein.

THE CITY IS OBLIGATED TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2012 BONDS SOLELY FROM THE NET REVENUES AND CERTAIN OTHER MONEYS, AS DESCRIBED IN THE RESOLUTION. THE SERIES 2012 BONDS SHALL NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. THE FAITH AND CREDIT OF THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2012 BONDS. THE ISSUANCE OF THE SERIES 2012 BONDS SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY TAXES WHATEVER THEREFOR, OR TO MAKE ANY APPROPRIATION FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2012 BONDS, EXCEPT AS PROVIDED IN THE RESOLUTION.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2012 Bonds are offered when, as and if issued by the City, subject to the approval of their legality by Squire Sanders (US) LLP, Miami, Florida, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by Harry A. Stewart, Esquire, City Attorney. Certain legal matters relating to disclosure will be passed upon for the City by the Law Offices of Steve E. Bullock, P.A., Miramar, Florida, Disclosure Counsel. First Southwest Company, Aventura, Florida, is acting as Financial Advisor to the City. It is expected that settlement on the Series 2012 Bonds will occur through the facilities of DTC in New York, New York on or about May 16, 2012.

Wells Fargo Bank, National Association

CONTINUING DISCLOSURE COMMITMENT

This CONTINUING DISCLOSURE COMMITMENT dated as of May __, 2012 is executed and delivered by the CITY OF FORT LAUDERDALE, FLORIDA (the "City"), a municipal corporation and public body corporate and politic, duly organized and existing under the Constitution and laws of the State of Florida in connection with the issuance of \$64,585,000 in aggregate principal amount of City of Fort Lauderdale, Florida Water and Sewer Revenue Refunding Bonds, Series 2012 (the "Series 2012 Bonds"). The Series 2012 Bonds are being issued pursuant to Resolution No. 03-29 adopted by the City Commission of the City (the "City Commission") on February 18, 2003 (the "Bond Resolution"), as supplemented by Resolution No. 12-75 adopted by the City Commission on April 17, 2012 (the "Series Resolution" and, together with the Bond Resolution, the "Resolution"). The City covenants and agrees as follows:

SECTION 1. Purpose of Disclosure Commitment. This Disclosure Commitment is being executed and delivered by the City in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission (the "SEC"). This Disclosure Commitment, together with Section 12 of the Series Resolution (collectively, the "Disclosure Agreement") shall constitute the continuing disclosure agreement of the City in accordance with the requirements of the Rule for the benefit of the Beneficial Owners.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Commitment, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Commitment.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2012 Bonds (including persons holding Series 2012 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2012 Bonds for federal income tax purposes.

"Business Day" shall mean any day other than a Saturday, Sunday or a day when banks in the City of New York, New York, or in the City of Fort Lauderdale, Florida, or in the city in which the principal offices of the Bond Registrar are required or authorized by law to be closed or on which the New York Stock Exchange is closed.

"Dissemination Agent" shall mean Digital Assurance Certification, L.L.C., or any successor or alternate Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Dissemination Agent or the MSRB is located, or acts of any government, regulatory

or any other competent authority the effect of which is to prohibit the Dissemination Agent from the performance of its obligations under the Disclosure Agreement.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Commitment.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Participating Underwriter” shall mean any of the original underwriters of the Series 2012 Bonds required to comply with the Rule in connection with the offering of the Series 2012 Bonds.

“Repository” shall mean any municipal securities information repository approved from time to time by the SEC, or otherwise established by law or regulation, where information is required to be filed in accordance with the Rule and initially shall constitute the entity set forth on Exhibit A of this Disclosure Commitment.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the 243rd day following the end of each Fiscal Year, commencing with the Fiscal Year ending September 30, 2012, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Commitment (provided, however, that the information referred to in Section 4(b) may be provided no later than September 1 of each year, commencing September 1, 2013 with respect to the report for the 2011-2012 Fiscal Year). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Commitment; provided, however, that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if the audited financial statements are not available by that date. If the City’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than ten (10) Business Days prior to the date the Annual Report is to be filed with each Repository, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If the City is unable to provide to the Repository an Annual Report by the date required in subsection (a) of this Section, or if the City shall fail to provide the Annual Report to the Dissemination Agent in time for the Dissemination Agent to deliver the Annual Report to the Repository by the date required in subsection (a) of this Section, the City or the Dissemination Agent, as applicable, shall send a notice to each Repository in substantially the form attached as Exhibit B to this Disclosure Commitment.

(c) In addition to filing the notice required by subsection (b) of this Section, as applicable, the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each Repository and verify the filing specifications of such Repository; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to the Disclosure Agreement, stating the date it was provided and listing each Repository to which it was provided.

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, which may be a part of the City's comprehensive audited financial report. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report may contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement for the Series 2012 Bonds, if available, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Any portion of an annual report of the Consulting Engineers relating to the Water and Sewer System, prepared in accordance with Section 703 of the Bond Resolution (or pursuant to any other requirements of the Water and Sewer System for the preparation of a similar study or report), to the extent such report or a portion thereof (i) updates information provided in the Official Statement prepared in connection with the issuance of the Series 2012 Bonds and (ii) is filed with the City (the "Engineer's Report").

(c) To the extent such information is not otherwise included as part of the annual audited financial statements of the City or the Engineer's Report, updated information from that set forth in the Official Statement for the Series 2012 Bonds under the subheadings "History," "Organizational Structure" and "Governmental Regulations" of the section "WATER AND SEWER SYSTEM," the annual pension cost and funding status information under the caption "PENSION PLANS" and the annual cost and contribution information under the caption "GASB STATEMENT NO. 45."

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each Repository or to the SEC. If the document included by reference is a final official statement, such final official statement must be available in electronic format from the MSRB. The City shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2012 Bonds within ten (10) Business Days of the occurrence of the event:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on the debt service reserves reflecting financial difficulties;

4. unscheduled draws on the credit enhancements reflecting financial difficulties.
5. substitution of the credit or liquidity providers or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2012 Bonds, or other material events affecting the tax status of the Series 2012 Bonds;
7. modifications to rights of Bondholders, if material;
8. bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution or sale of property securing repayment of the Series 2012 Bonds, if material;
11. rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;

Note: for the purposes of the event identified in this subsection 5(a)(12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional Bond Registrar, Paying Agent or trustee or the change of name of a Bond Registrar, Paying Agent or trustee, if material.

(b) Notice to the Dissemination Agent of any Listed Event shall be in writing. Such notice shall (i) identify the Listed Event that has occurred; (ii) include the text of the disclosure that the City desires to make; (iii) contain the written authorization of the City for the Dissemination Agent to disseminate such information, and (iv) identify the date the City desires the Dissemination

Agent to disseminate the information (provided that such date is not later than the tenth (10th) Business Day after the occurrence of the Listed Event).

(c) The Dissemination Agent is not obligated to notify the City of an event that may constitute a Listed Event. In the event the Dissemination Agent so notifies the City, the City shall, within two (2) Business Days of receipt of such notice (but in any event not later than the tenth (10th) Business Day after the occurrence of the Listed Event, if the City determines that a Listed Event has occurred), instruct the Dissemination Agent that a Listed Event either (i) has not occurred and no filing is to be made or (ii) has occurred and the Dissemination Agent shall be provided notice thereof in the manner provided in Section 5(b).

SECTION 6. Termination of Reporting Obligation. The obligations of the City under the Disclosure Agreement shall remain in effect only for such period that the Series 2012 Bonds are outstanding in accordance with their terms and the terms of the Resolution and the City remains an obligated person with respect to the Series 2012 Bonds within the meaning of the Rule. The obligation of the City to provide the Annual Report and notices of Listed Events shall terminate if and when the City no longer remains such an obligated person. The Disclosure Agreement also shall terminate upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action.

SECTION 7. Amendment; Waiver. Notwithstanding any other provision of the Disclosure Agreement, the City may amend the Disclosure Agreement, and non-compliance with any provision of the Disclosure Agreement may be waived, provided the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a) hereof (unless the amendment or waiver is necessary or appropriate for the City to achieve compliance with any applicable federal law or rule, or to cure any ambiguity, inconsistency, formal defect or omission in the provisions of the Disclosure Agreement), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2012 Bonds, or the type of business conducted;

(b) The Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2012 Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Series 2012 Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Beneficial Owners.

In the event of any amendment or waiver of a provision of the Disclosure Agreement, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Report for the year in which the change is made should present a comparison (in

narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 8. Additional Information. Nothing in the Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Commitment or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by the Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by the Disclosure Agreement, the City shall have no obligation under the Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 9. Remedy for Breach. The Disclosure Agreement shall be solely for the benefit of the Beneficial Owners from time to time of the Series 2012 Bonds. The exclusive remedy for any breach of the Disclosure Agreement by the City shall be limited, to the extent permitted by law, to a right of Beneficial Owners to institute and maintain, or to cause to be instituted and maintained, such proceedings as may be authorized at law or in equity to obtain the specific performance by the City of its obligations under the Disclosure Agreement. Any holder or beneficial owner may exercise individually any such right to require the City to specifically perform its obligation to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Notwithstanding any other provisions of the Resolution or the Disclosure Agreement, any failure by the City to comply with any provision of the Disclosure Agreement shall not constitute a default under the Series 2012 Bonds or under the Resolution.

SECTION 10. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The services provided by the Dissemination Agent under or pursuant to the Disclosure Agreement shall solely relate to the execution of instructions received by the Dissemination Agent from the City and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”). The Dissemination Agent shall not provide any advice or recommendation to the City or anyone on the City’s behalf regarding the “issuance of municipal securities” or any “municipal financial product,” as such terms are defined in Dodd-Frank, and nothing in the Disclosure Agreement shall be interpreted to the contrary.

(b) For purposes of satisfying the reporting requirements of the Disclosure Agreement, the City has delegated to the Dissemination Agent the duties, functions and responsibilities of disclosing information undertaken by the City in the Disclosure Agreement. The City may, from time to time, appoint or engage an alternate or substitute Dissemination Agent to assist it in carrying out its obligations under the Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor, alternate or substitute Dissemination Agent. The Dissemination Agent (other than the City) shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to the Disclosure Agreement.

(c) Any information received by the Dissemination Agent before 6:00 p.m. Eastern time on any Business Day that it is required to file with the MSRB pursuant to the terms of the Disclosure Agreement will be filed by the Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same Business Day; provided, however, the Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event, provided that the Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

(d) The Dissemination Agent shall have only such duties as are specifically set forth in the Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2012 Bonds.

SECTION 11. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the City contained in the Disclosure Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized by law. No covenant, stipulation, obligation or agreement of the City contained in the Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the City in other than that person's official capacity.

SECTION 12. Obligated Persons. If any person, other than the City, becomes an "obligated person" with respect to the Series 2012 Bonds within the meaning of the Rule, the City shall use its best efforts to require such "obligated person" to comply with all provisions of the Rule applicable to such "obligated person."

SECTION 13. Electronic Filing. Any filing under the Disclosure Agreement with a Repository shall be made in compliance with the formal rules, notices or releases for such filings, as established by the SEC or the MSRB and, until established otherwise by such rules, notices or releases, any filing under the Disclosure Agreement shall be made electronically at <http://emma.msrb.org/> in accordance with the procedures of the MSRB for such filings.

SECTION 14. Beneficiaries. The Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Beneficial Owners, and shall create no rights in any other person or entity.

SECTION 15. Severability. In case any section or provision of the Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 16. Headings. The headings preceding the text of the sections of this Disclosure Commitment are solely for convenience of reference and shall not affect the meaning, construction or effect of any of the provisions of the Disclosure Agreement.

IN WITNESS WHEREOF, the City has caused this Disclosure Commitment to be executed by its duly authorized officer and delivered to the Participating Underwriter in connection with the original issuance and delivery of the Series 2012 Bonds, all as of the date set forth above, and the Beneficial Owners and Holders of the Series 2012 Bonds from time to time shall be deemed to have accepted the Disclosure Agreement, as contained in Section 12 of the Series Resolution and further described and specified herein, in accordance with the Rule.

CITY OF FORT LAUDERDALE, FLORIDA

By: _____
DOUGLAS R. WOOD
Director of Finance

of issuance of the Series 2012 Bonds, the Series 2006 Bonds, Series 2008 Bonds and Series 2010 Bonds will be Outstanding in the aggregate principal amount of \$92,275,000, \$143,940,000 and \$79,755,000, respectively, and the Unrefunded Series 2003 Bonds will be Outstanding in the aggregate principal amount of \$2,390,000.

In addition to the issuance of Bonds, in connection with the implementation of the CIP, the City has borrowed funds from the State of Florida revolving loan program (the “SRF”). Although not currently contemplated, the City may obtain additional SRF loans for the CIP in the future. Such SRF loans have not been incurred by the City, and are not expected to be incurred by the City in the future, as Additional Bonds or Alternative Parity Debt. As a result, such SRF loans are currently, and if obtained in the future are expected to be, payable from and secured by Net Revenues on a basis that is junior and subordinate to the pledge of and lien on Net Revenues in favor of the Series 2012 Bonds, the Outstanding Bonds and any other Bonds or Alternative Parity Debt issued under the Bond Resolution.

THE CITY

The City, located in the heart of a robust, diversified growth region on the southeast coast of Florida, contains approximately 36 square miles and has an estimated population of approximately 165,500, as of September 30, 2011. The City was incorporated in 1911 and operates under the City Charter. The government consists of a five member City Commission elected by district, including a mayor elected at large. All elections are on a nonpartisan basis. The City Commission appoints a city manager. The current City Manager is Lee R. Feldman, who was appointed to serve as City Manager on June 7, 2011.

The City provides a full range of municipal services, including police and fire protection, streets, planning and zoning, parks and recreation, water, sewer, sanitation, economic development and public information services. Tourism is one of the City’s major economic forces, with manufacturing, industrial and commercial business and corporate and regional offices serving to diversify the City’s economic base. For more information about the City, see “APPENDIX A - General Information regarding the City of Fort Lauderdale, Florida and Broward County, Florida.”

WATER AND SEWER SYSTEM

History

The Water System. Approximately one year after the City’s incorporation in 1911, the City’s water system (the “Water System”) began operations, serving less than 100 people. The original Water System was replaced with a larger well, pumping station and treatment plant in 1919. In 1926 construction of the Dixie Water Treatment Plant (now known as the Walter E. Peele-Dixie Water Treatment Plant) (the “Peele-Dixie WTP”) began and such facility was enlarged in 1939 to a capacity of 14 million gallons per day (“mgd”). The number of customer accounts served by the Water System nearly doubled between 1935 and 1945 and again by 1950, growing from 2,365 in 1935 to 5,721 in 1945, and to 11,577 by 1950. In 1950 the City purchased the Fiveash Water Treatment Plant (the “Fiveash WTP”) and increased its capacity from 8 mgd to 16 mgd in 1958. By the early 1970s, the capacity of the Peele-Dixie WTP was increased to 20 mgd, and the Fiveash WTP to 40 mgd. Together these water treatment plants provided service to approximately 35,700 customers. The Fiveash WTP was expanded by an additional 24 mgd of design capacity in the early 1980s as the Water System neared capacity.

In 1953 the City began providing water service to other nearby communities when the City entered into a contract with the Town of Lauderdale-by-the-Sea. Prior to 2008, Lauderdale-by-the-Sea owned the water lines within its boundaries and the City maintained those lines and otherwise provided retail water

service to the residents of that community. In 2008, the City purchased the water lines it previously leased from Lauderdale-by-the-Sea. The City continues to provide retail water service to the residents of the Town of Lauderdale-by-the-Sea.

Other entities also purchase water from the City under similar arrangements, including the Village of Sea Ranch Lakes and parts of unincorporated Broward County. Together, the Town of Lauderdale-by-the-Sea and the Village of Sea Ranch Lakes comprise less than four percent (4%) of the total population served by the Water System. The number of retail customers that the City serves in unincorporated Broward County also comprises a small percentage of the total population served by the Water System.

Several other entities purchase water from the City on a wholesale or bulk user basis through a master meter or have emergency interconnects. These entities include the cities of Oakland Park and Wilton Manors and, as to a portion thereof, the City of Tamarac, the Town of Davie, unincorporated Broward County and Broward County’s Port Everglades. The agreements for water supply between these entities and the City all have 30-year terms, except for the agreement with the City of Wilton Manors, which has a 25-year term. Such contracts collectively represent 16.2% of the City’s total water production. Set forth below is a listing of such contracts, their current expiration dates and the percentage of total consumption of the Water System represented by each contract.

Water User Contracts

<u>Large User</u>	<u>Effective Dates of Agreement</u>	<u>% of Total Water System Consumption⁽¹⁾</u>
Broward County	1994 - 2024	1.17%
Town of Davie	1987 - 2017	0.29
City of Oakland Park	1994 - 2024	9.14
Broward County’s Port Everglades ⁽²⁾	2002 - 2032	1.34
City of Tamarac	1994 - 2024	0.44
City of Wilton Manors	2005 - 2030	<u>3.85</u>
TOTAL		<u>16.23%</u>

Source: The Feasibility Report.

- (1) Total metered consumption in Fiscal Year 2011 amounted to approximately 13.175 billion gallons.
- (2) Since 2004, the City has provided retail water service to some tenants at Broward County’s Port Everglades but continues also to provide wholesale water service at Port Everglades.

The Sewer System. Prior to construction of the G. T. Lohmeyer Wastewater Treatment Plant (the “Lohmeyer WWTP”) in the 1970s, the Sewer System of the City (the “Sewer System”) was comprised of numerous small sewer treatment facilities housed at various locations around the City. The construction of the Sewer System began in 1927 but, due to the impacts of a hurricane and local economic downturn, was not completed until 1937. In the 1940s and 1950s, the population of the City grew more rapidly than the Sewer System. As a result, new developments were often served by septic systems. By the late 1950s, the City began to expand the Sewer System to serve all areas of the City. Most new developments subsequent to 1950 were required to install sanitary sewers as well.

Expansion of the wastewater collection system was limited until 1957, when the City began expanding the Sewer System into unserved areas, beginning from the beach area and extending west.

However, expansion of the gravity wastewater system slowed considerably in the late 1970s and 1980s, as available capital funds were used to consolidate and upgrade the wastewater treatment plants of the Sewer System. Currently, almost all of the City’s residents are connected, or have access, to the Sewer System.

Construction of the Lohmeyer WWTP began in the mid-1970s. The Lohmeyer WWTP was designed to serve the entire City, as well as the City of Oakland Park, the City of Wilton Manors, Broward County’s Port Everglades, portions of the Town of Davie and portions of the City of Tamarac. The City has negotiated contractual agreements with each of these large regional Sewer System users. All of these contracts were amended in 2001 and are now scheduled to expire in 2021. After constructing the Lohmeyer WWTP, the City closed all of the smaller wastewater treatment facilities that had previously been used to operate the Sewer System. The Lohmeyer WWTP has a permitted capacity of 56.6 mgd.

Organizational Structure

Organization and Management. Operation of the Water System and the Sewer System is the responsibility of the City’s Public Works Department (the “Public Works Department”). In addition, the Public Works Department manages the operation of the City’s stormwater drainage system and solid waste collection system. The Public Works Department was recently reorganized and several staff members were transferred to Parks and Recreation and other City departments. Such reorganization, however, did not impact any of the divisions responsible for operation and management of the Water and Sewer System. The Public Works Department currently employs approximately 416 full-time equivalent staff and is composed of the following eight divisions:

Customer Service	Engineering
Distribution and Collection	Water and Wastewater Treatment
Solid Waste	Utilities Engineering
Environmental Services	Administration and Finance

Set forth below is a description of the eight divisions of the Public Works Department:

- Operation and maintenance of the potable water distribution facilities for the Water System and of the collection facilities for the Sewer System and the Stormwater Drainage System is the responsibility of the Distribution and Collection Division. The division employs approximately 182 personnel.
- The Peele-Dixie WTP, the Fiveash WTP and the Lohmeyer WWTP are operated by the Water and Wastewater Treatment Division. The laboratories section of this division provides inspection and monitoring services as well as chemical and microbiological analysis for the Water System, the Sewer System and the Stormwater Drainage System. The Process Control Subdivision is responsible for technology-related matters of the Public Works Department, including office automation and computer automation in the treatment facilities and wellfields. The Water and Wastewater Treatment Division has a staff of approximately 90 people.
- The Engineering Division is responsible for the planning, design and construction of City capital projects, other than projects for the Water and Sewer System. The division has a staff of approximately 54 people.

- The Customer Service Division is responsible for customer contacts and meter reading services. The division also operates a 24 hour customer call center. The Customer Service Division has a staff of approximately 28 people.
- The Administration and Finance Division provides clerical, record keeping, personnel services, training, safety, finance, inventory and other managerial and administrative services to other divisions of the Public Works Department, as well as computer operations support services. The Administration Division has a staff of approximately 21 people.
- The Utilities Engineering Division is responsible for planning, design, construction management and inspection of the CIP. See “CAPITAL IMPROVEMENT PROGRAM” herein. The Utilities Engineering Division has a staff of approximately 19 people.
- The Solid Waste Division manages the provision of solid waste service provided by the City. The division has a staff of approximately 8 people.
- The Environmental Services Division coordinates environmental resources, sustainability and related compliance programs for the Public Works Department and the City. The division is also responsible for stormwater management, including enforcement of NPDES (hereinafter defined) requirements through inspections of construction projects, performing proactive inspections and responding to customer complaints. The Environmental Services Division has a staff of approximately 8 people.

The Director of the Public Works Department is Albert Carbon, P.E., registered civil engineer in Florida and California. Mr. Carbon has been director of the Public Works Department since October 2004. Prior to serving as director of the Public Works Department, Mr. Carbon was the Public Works Director for the City of South Pasadena, California.

The City is anticipating a significant reduction in staffing in 2012, as many of the staff in the Public Works Department are expected to retire or exercise buy-out options during the year. To address the anticipated staffing changes, the City plans to hire replacements for approximately fifty percent of the staff that retires or exercises a buyout option, and realign the remaining staff, as needed.

Training Programs and Certifications. The City has an active training program for its field crews and operations and maintenance staff, including monthly safety meetings and quarterly courses on various safety related subjects. All of the operators of the Water System, the Sewer System and the Stormwater Drainage System must be licensed or certified by the State of Florida as a condition of their employment as an operator and recent changes in the Florida Administrative Code require all distribution and collection field crew leaders to be certified by the State of Florida as a condition of their employment. The City’s distribution and collection field crew leaders, and staff wishing to be eligible for promotion to such positions, are training to meet State of Florida certification requirements. The City is currently rotating staff to ensure that a licensed crew member is assigned to each job or project of the Water and Sewer System. The City is also requiring that vacancies be filled by licensed operators to provide a more permanent solution to the certification requirement. The City’s environmental laboratories are certified by the Florida Department of Environmental Protection (“FDEP”) and by the Florida Department of Health for collecting environmental water samples and conducting water quality analyses.

Government Regulations

The Water System and the Sewer System are subject to federal, state, regional and local regulation. Federal regulatory jurisdiction is vested in the United States Environmental Protection Agency (the “EPA”). The Water System must comply with the Federal Safe Drinking Water Act. However, the EPA has delegated the primary responsibility for enforcement of drinking water standards to the State of Florida. The Sewer System must comply with the Federal Water Pollution Control Act and the 1977 Clean Water Act Amendments. The EPA has retained jurisdiction over the enforcement of the federal laws and the National Pollution Discharge Elimination System (“NPDES”).

The State, acting through FDEP, has its own system of operational permits which govern the Water System and the Sewer System. On a regional level, the South Florida Water Management District (“SFWMD”) controls groundwater withdrawals through consumptive use permits, which stipulate the maximum annual and daily withdrawals for 2 to 5 years. Locally, the Broward County Department of Natural Resource Protection has its own licensing system for wastewater plants and a monitoring and enforcement process and the Broward County Health Department has jurisdiction over the treatment of potable water.

Service Area Population Projections

A comprehensive study of the Water and Sewer System in 2000 resulted in the creation of the Master Plan for improvements, upgrades and maintenance (the “Master Plan”). See “CAPITAL IMPROVEMENT PROGRAM” herein. Among other projections, the Master Plan projected a moderate increase in water demand of 0.66% annually through 2020, based on the moderate population growth expected in the Water System service area. The City updates the Master Plan periodically and 2007 updates were most recently prepared for the Water System (the “2007 Water Master Plan Update”) and for the Sewer System (the “2007 Wastewater Master Plan Update” and, collectively with the 2007 Water Master Plan Update, the “2007 Master Plan Update”). Projections for population growth in the service area of the Water and Sewer System were updated in the 2007 Master Plan Update.

The population projections in the 2007 Water Master Plan Update projected population in the Water System service area to be approximately 248,000 permanent residents by 2010. Such population was projected to grow to approximately 310,000 by 2030, or by an average annual rate of approximately one percent (1%). Similarly, the population of the Sewer System service area was projected to be approximately 234,000 by 2010 and approximately 283,000 by 2030. The population projections in the 2007 Master Plan Update were derived from projections prepared by Broward County in 2005.

Since the 2007 Master Plan Updates were prepared, the 2010 Census of Population and Housing (the “2010 Census”) was conducted. After release of the updated population estimates in the 2010 Census, agencies and research bureaus that provide estimates of population growth for the Fort Lauderdale area updated their projections in response to the more current estimates provided in the 2010 Census. Included among such agencies was the SFWMD, which updated its population projections for the water utilities in the lower east coast water supply area (which includes the Water System service area) in its 2012 Lower East Coast Water Supply Plan (the “LECWSP”). The LECWSP includes estimates and projections through 2030 of the population served by each of the water utilities in the lower east coast water supply area.

The 2010 Census population estimate for the Water System service area is approximately 14.0 percent less than the 2007 Water Master Plan Update projection for calendar year 2010. In addition, the forecast rate of population growth in the Water System service area declines from 1.0 percent annually from 2010 to 2020 in the 2007 Water Master Plan Update to 0.5 percent in the LECWSP. Similarly, the forecast

Under the vesting provisions of the PFRS, employees are entitled to one hundred percent (100%) of normal retirement benefits after ten (10) years of service. Employees who are terminated prior to vesting are entitled to a refund of employee contributions, plus interest at three percent (3%) per year. Employees are eligible to retire after twenty (20) years of service, regardless of age, or at age fifty-five (55), with ten (10) years of service. Members who continue in employment after completion of twenty (20) years of service may either accrue larger pensions or freeze their accrued benefit and enter the DROP. Each participant of the PFRS in the DROP has an account credited with benefits not received, plus interest. Participation in the DROP must end no later than sixty (60), seventy-two (72), eighty-four (84) or ninety-six (96) months after normal retirement, depending on years of service.

Employees hired on or before April 18, 2010 contribute eight percent (8%) of their earnings to the plan. Employees hired after April 18, 2010 contribute eight and one-half percent (8.5%) of their earnings to the plan. In addition, contributions in the amount of \$4,735,930 were received from the State from fire and casualty insurance premium taxes. These on-behalf payments were also recognized as tax revenues and public safety expenditures in the General Fund. The City is required to contribute the remaining amounts necessary to fund the plan, based on an amount determined by the plan's actuaries as of December 31 each year. For the 2012 Fiscal Year, the City's and the State's contribution rates, as percentages of annual covered payroll, were 49.4% and 7.7%, respectively.

The benefit provisions and all other requirements of the City's defined benefit plans are established by ordinance enacted by the City Commission.

Annual Pension Cost and Funding Status. Annual pension cost is a measure of the periodic cost of an employer's participation in a defined benefit pension plan. The annual pension cost for the GERS and the PFRS for the last three (3) Fiscal Years are as follows:

City of Fort Lauderdale, Florida				
Annual Pension Fund Costs				
Fiscal Year Ended September 30	<u>General Employees</u>		<u>Police and Firefighters</u>	
	<u>Amount</u>	<u>Percent Contributed</u>	<u>Amount</u>	<u>Percent Contributed</u>
2009	\$18,325,484	100%	\$19,146,573	100%
2010	19,351,946	100	25,752,119	100
2011	21,498,801	100	30,441,767	100

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2011.

Since the City contributed one hundred percent (100%) of the annual pension cost in each of the years indicated, there was no net pension obligation at the end of any year for either plan. The current funding status (in millions) for the GERS and for the PFRS, as of the most recent valuation dates, is as follows:

**City of Fort Lauderdale, Florida
Pension Fund Current Funding Status
(in millions)**

<u>Pension Plan</u>	<u>Valuation Date</u>	<u>Actuarial Value of Plan Assets</u>	<u>Actuarial Accrued Liability Entry Age</u>	<u>Unfunded Actuarial Accrued Liability (UAAL)</u>	<u>Funded Ratio</u>	<u>Annual Covered Payroll</u>	<u>UAAL as a Percent of Covered Payroll</u>
General Employees	9/30/10	\$353.5	499.9	146.4	70.7%	\$71.4	205.0%
Police and Fire	12/31/10	482.2	674.2	192.0	71.5	62.6	306.7

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2011.

For detailed information relating to the actuarial methods and assumptions used to determine annual required contributions for the GERS and the PFRS, see “APPENDIX C - Basic Financial Statements of the City for the Fiscal Year ended September 30, 2011” and, in particular, the subsection entitled “Actuarial Methods and Assumptions” in Note 14 of the Notes to the Financial Statements. Also, six-year historical trend information relating to the GERS and the PFRS is presented in supplementary schedules included in the audited financial statements of the City to show whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability. See the section entitled “Required Supplementary Information” in “APPENDIX C - Basic Financial Statements of the City for the Fiscal Year ended September 30, 2011.”

The GERS and the PFRS each issue separate financial statements which can be obtained from the board of trustees for the respective pension plans or from the City. Such financial statements are issued annually.

Defined Contribution Plans

General Employees Defined Contribution Plan. The General Employees Defined Contribution Plan is a single-employer defined contribution plan administered by the City. The plan covers all City employees hired on or after October 1, 2007, except police and firefighters. The City’s 2011 Fiscal Year payroll for employees covered by the plan was approximately \$6,924,900. The total City payroll for the 2011 Fiscal Year was approximately \$163,807,900.

The City contribution requirement of nine percent (9%) on earnings of participants in the General Employees Defined Contribution Plan was paid on a biweekly basis and amounted to \$626,164 for the 2011 Fiscal Year. Employee contributions are neither required nor permitted under the plan. Employees become fully vested in the plan upon entry.

General Employees Special Class Plan. The General Employees Special Class Plan is a single-employer defined contribution plan administered by the City. The plan is available to City employees, except police and firefighters, as an alternative to participation in the GERS. The City’s 2011 Fiscal Year payroll for employees covered by the plan was approximately \$330,700. The total City payroll for the 2011 Fiscal Year was approximately \$163,807,900.

**City of Fort Lauderdale, Florida
OPEB Annual Costs and Net Obligation
for Fiscal Year 2011**

Annual Required Contribution	\$ 6,321,000
Interest on Net OPEB Obligation	230,000
Amortization of Net OPEB Obligation	<u>(235,000)</u>
Annual OPEB Cost	6,316,000
Actual Contributions Made	(2,841,073)
Increase in Net OPEB Obligation	3,474,927
Beginning of Year Net OPEB Obligation	<u>6,042,831</u>
End of Year Net OPEB Obligation	<u>\$ 9,517,758</u>

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2011.

Set forth below is a description of the City's annual OPEB costs for the last three (3) Fiscal Years and the amount contributed annually by the City towards such costs.

**City of Fort Lauderdale, Florida
OPEB Annual Costs and Contributions**

<u>Fiscal Year Ended September 30</u>	<u>Annual OPEB Cost</u>	<u>Contribution</u>	<u>Percent Contributed</u>	<u>Net OPEB Obligation</u>
2009	\$3,905,000	\$2,379,593	60.9%	\$2,547,826
2010	5,951,000	2,455,994	41.3	6,042,832
2011	6,316,000	2,841,073	45.0	9,517,758

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2011.

As of the September 30, 2011 valuation date, the actuarial accrued liability for benefits was \$62,166,000, all of which was unfunded. The payroll for active participating employees for that period was approximately \$141,096,000 and the unfunded accrued liability as a percentage of payroll was 43.8%.

Historically, the City has been able to satisfy its annual OPEB obligation and currently expects that it will continue to have funds available to satisfy such obligation in the foreseeable future. For more detailed information concerning the City's OPEB, see "APPENDIX C - Basic Financial Statements of the City for the Fiscal Year ended September 30, 2011."

NEW ISSUE - Book-Entry Only

Ratings: Moody's: "Aa1"
S&P: "AA"
(See "RATINGS" herein)

In the opinion of Squire, Sanders & Dempsey (US) LLP, Bond Counsel, under existing law (i) assuming continuing compliance with certain covenants and the accuracy of certain representations, interest on the Series 2011 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations and (ii) the Series 2011 Bonds and the income thereon are exempt from taxation under the laws of the State of Florida, except estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. Interest on the Series 2011 Bonds may be subject to certain federal taxes imposed only on certain corporations, including the corporate alternative minimum tax on a portion of that interest. For a more complete discussion of the tax aspects relating to the Series 2011 Bonds, see the discussion under the heading "TAX MATTERS" herein.



CITY OF FORT LAUDERDALE, FLORIDA

\$20,000,000
General Obligation Bonds,
Series 2011A (Fire-Rescue Facilities)

\$13,980,000
General Obligation Refunding
Bonds, Series 2011B

Dated: Date of Delivery

Due: January 1 or July 1,
as shown on inside cover page

The \$20,000,000 General Obligation Bonds, Series 2011A (Fire-Rescue Facilities) (the "Series 2011A Bonds") and the \$13,980,000 General Obligation Refunding Bonds, Series 2011B (the "Series 2011B Bonds" and, collectively with the Series 2011A Bonds, the "Series 2011 Bonds") are each being issued by the City of Fort Lauderdale, Florida (the "City") under the authority of the Act (as defined herein) and, with respect to the Series 2011A Bonds, Resolution No. 04-145 adopted by the City Commission of the City (the "City Commission") on July 26, 2004, Resolution No. 05-87 adopted by the City Commission on May 10, 2005 and Resolution No. 11-230 adopted by the City Commission on August 23, 2011 (collectively, the "Series 2011A Bond Resolution") and, with respect to the Series 2011B Bonds, Resolution No. 96-134 adopted by the City Commission on September 4, 1996 and Resolution No. 11-229 adopted by the City Commission on August 23, 2011 (collectively, the "Series 2011B Bond Resolution" and, together with the Series 2011A Bond Resolution, the "Bond Resolution").

The Series 2011 Bonds are being issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof. When issued, the Series 2011 Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2011 Bonds will be made in book-entry-only form, without certificates. Regions Bank, Jacksonville, Florida, will serve as the initial Paying Agent and Bond Registrar for the Series 2011 Bonds. Interest on the Series 2011 Bonds shall be paid semi-annually on January 1 and July 1 of each year, commencing January 1, 2012. So long as the Series 2011 Bonds shall be in book-entry-only form, payment of the principal of and interest on the Series 2011 Bonds are payable to Cede & Co., as registered owner thereof, and will be redistributed by DTC and the DTC Participants to the Beneficial Owners (see "DESCRIPTION OF THE SERIES 2011 BONDS - Book-Entry-Only System" herein).

The Series 2011A Bonds are subject to redemption prior to maturity as described herein. The Series 2011B Bonds are not subject to redemption prior to maturity.

CONTINUING DISCLOSURE COMMITMENT

This CONTINUING DISCLOSURE COMMITMENT, dated as of September ____, 2011, is executed and delivered by the CITY OF FORT LAUDERDALE, FLORIDA (the “City”), a municipal corporation and public body corporate and politic, duly organized and existing under the Constitution and laws of the State of Florida (the “City”), in connection with the issuance of \$13,980,000 in aggregate principal amount of the City of Fort Lauderdale, Florida General Obligation Refunding Bonds, Series 2011B (the “Series 2011B Bonds”). The Series 2011B Bonds are being issued pursuant to Resolution No. 96-134 adopted by the City Commission of the City (the “City Commission”) on September 4, 1996 (the “Series 2011B Initial Resolution”) and Resolution No. 11-229 adopted by the City Commission on August 23, 2011 (the “Series 2011B Resolution”). The Series 2011B Initial Resolution and the Series 2011B Resolution are hereinafter referred to collectively as the “Series 2011B Bond Resolution.” The City covenants and agrees as follows:

SECTION 1. Purpose of Disclosure Commitment. This Disclosure Commitment is being executed and delivered by the City in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission (the “SEC”). This Disclosure Commitment, together with Section 15 of the Series 2011B Resolution (collectively, the “Disclosure Agreement”) shall constitute the continuing disclosure agreement of the City in accordance with the requirements of the Rule for the benefit of the Beneficial Owners.

SECTION 2. Definitions. In addition to the definitions set forth in the Series 2011B Resolution, which apply to any capitalized term used in this Disclosure Commitment, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Commitment.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2011B Bonds (including persons holding Series 2011B Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2011B Bonds for federal income tax purposes.

“Business Day” shall mean any day other than a Saturday, Sunday or a day when banks in the City of New York, New York, or in the City of Fort Lauderdale, Florida, or in the city in which the principal offices of the Bond Registrar are required or authorized by law to be closed or on which the New York Stock Exchange is closed.

“Dissemination Agent” shall mean Digital Assurance Certification, L.L.C., or any successor or alternate Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Dissemination Agent from the performance of its obligations under the Disclosure Agreement.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Commitment.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Participating Underwriter” shall mean any of the original underwriters of the Series 2011B Bonds required to comply with the Rule in connection with the offering of the Series 2011B Bonds.

“Repository” shall mean any municipal securities information repository approved from time to time by the SEC, or otherwise established by law or regulation, where information is required to be filed in accordance with the Rule and initially shall constitute the entity set forth on Exhibit A of this Disclosure Commitment.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the 243rd day following the end of each Fiscal Year, commencing with the Fiscal Year ended September 30, 2011, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Commitment. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Commitment; provided, however, that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if the audited financial statements are not available by that date. If the City’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than ten (10) Business Days prior to the date the Annual Report is to be filed with each Repository, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If the City is unable to provide to the Repository an Annual Report by the date required in subsection (a) of this Section, or if the City shall fail to provide the Annual Report to the Dissemination Agent in time for the Dissemination Agent to deliver the Annual Report to the Repository by the date required in subsection (a) of this Section, the City or the Dissemination Agent, as applicable, shall send a notice to each Repository in substantially the form attached as Exhibit B to this Disclosure Commitment.

(c) In addition to filing the notice required by subsection (b) of this Section, as applicable, the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each Repository and verify the filing specifications of such Repository; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to the Disclosure Agreement, stating the date it was provided and listing each Repository to which it was provided.

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, which may be a part of the City's comprehensive audited financial report. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report may contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement for the Series 2011B Bonds, if available, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent such information is not otherwise included as part of the Annual Report, updated information from that set forth in the Official Statement for the Series 2011B Bonds under the caption "DEBT RATIOS," the tax levy and collection information under the caption "AD VALOREM TAXATION," the annual pension cost and funding status information under the caption "PENSION PLANS" and the annual cost and contribution information under the caption "GASB STATEMENT NO. 45."

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each Repository or to the SEC. If the document included by reference is a final official statement, such final official statement must be available in electronic format from the MSRB. The City shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2011B Bonds within ten (10) Business Days of the occurrence of the event:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on the debt service reserves reflecting financial difficulties;
4. unscheduled draws on the credit enhancements reflecting financial difficulties.
5. substitution of the credit or liquidity providers or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2011B Bonds, or other material events affecting the tax status of the Series 2011B Bonds;
7. modifications to rights of Bondholders, if material;

8. bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution or sale of property securing repayment of the Series 2011B Bonds, if material;
11. rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;

Note: for the purposes of the event identified in this subsection 5(a)(12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional Bond Registrar, Paying Agent or trustee or the change of name of a Bond Registrar, Paying Agent or trustee, if material.

(b) Notice to the Dissemination Agent of any Listed Event shall be in writing. Such notice shall (i) identify the Listed Event that has occurred; (ii) include the text of the disclosure that the City desires to make; (iii) contain the written authorization of the City for the Dissemination Agent to disseminate such information, and (iv) identify the date the City desires the Dissemination Agent to disseminate the information (provided that such date is not later than the tenth (10th) Business Day after the occurrence of the Listed Event).

(c) The Dissemination Agent is not obligated to notify the City of an event that may constitute a Listed Event. In the event the Dissemination Agent so notifies the City, the City shall, within two (2) Business Days of receipt of such notice (but in any event not later than the tenth (10th) Business Day after the occurrence of the Listed Event, if the City determines that a Listed Event has occurred), instruct the Dissemination Agent that a Listed Event either (i) has not occurred and no filing is to be made or (ii) has occurred and the Dissemination Agent shall be provided notice thereof in the manner provided in Section 5(b).

SECTION 6. Termination of Reporting Obligation. The obligations of the City under the Disclosure Agreement shall remain in effect only for such period that the Series 2011B Bonds are outstanding in accordance with their terms and the terms of the Series 2011B Bond Resolution and the

City remains an obligated person with respect to the Series 2011B Bonds within the meaning of the Rule. The obligation of the City to provide the Annual Report and notices of Listed Events shall terminate if and when the City no longer remains such an obligated person. The Disclosure Agreement also shall terminate upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action.

SECTION 7. Amendment; Waiver. Notwithstanding any other provision of the Disclosure Agreement, the City may amend the Disclosure Agreement, and non-compliance with any provision of the Disclosure Agreement may be waived, provided the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a) hereof (unless the amendment or waiver is necessary or appropriate for the City to achieve compliance with any applicable federal law or rule, or to cure any ambiguity, inconsistency, formal defect or omission in the provisions of the Disclosure Agreement), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2011B Bonds, or the type of business conducted;

(b) The Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2011B Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Series 2011B Bonds in the same manner as provided in the Series 2011B Resolution for amendments to the Series 2011B Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Beneficial Owners.

In the event of any amendment or waiver of a provision of the Disclosure Agreement, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 8. Additional Information. Nothing in the Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Commitment or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by the Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by the Disclosure Agreement, the City shall have no obligation under the Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 9. Remedy for Breach. The Disclosure Agreement shall be solely for the benefit of the Beneficial Owners from time to time of the Series 2011B Bonds. The exclusive remedy for any breach of the Disclosure Agreement by the City shall be limited, to the extent permitted by law, to a right of Beneficial Owners to institute and maintain, or to cause to be instituted and maintained, such

proceedings as may be authorized at law or in equity to obtain the specific performance by the City of its obligations under the Disclosure Agreement. Any holder or beneficial owner may exercise individually any such right to require the City to specifically perform its obligation to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Notwithstanding any other provisions of the Series 2011B Bond Resolution or the Disclosure Agreement, any failure by the City to comply with any provision of the Disclosure Agreement shall not constitute a default under the Series 2011B Bonds or under the Series 2011B Bond Resolution.

SECTION 10. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The services provided by the Dissemination Agent under or pursuant to the Disclosure Agreement shall solely relate to the execution of instructions received by the Dissemination Agent from the City and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”). The Dissemination Agent shall not provide any advice or recommendation to the City or anyone on the City’s behalf regarding the “issuance of municipal securities” or any “municipal financial product,” as such terms are defined in Dodd-Frank, and nothing in the Disclosure Agreement shall be interpreted to the contrary.

(b) For purposes of satisfying the reporting requirements of the Disclosure Agreement, the City has delegated to the Dissemination Agent the duties, functions and responsibilities of disclosing information undertaken by the City in the Disclosure Agreement. The City may, from time to time, appoint or engage an alternate or substitute Dissemination Agent to assist it in carrying out its obligations under the Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor, alternate or substitute Dissemination Agent. The Dissemination Agent (other than the City) shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to the Disclosure Agreement.

(c) Any information received by the Dissemination Agent before 6:00 p.m. Eastern time on any Business Day that it is required to file with the MSRB pursuant to the terms of the Disclosure Agreement will be filed by the Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same Business Day; provided, however, the Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event, provided that the Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

(d) The Dissemination Agent shall have only such duties as are specifically set forth in the Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2011B Bonds.

SECTION 11. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the City contained in the Disclosure Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized by law. No covenant, stipulation, obligation or agreement of the City contained in the Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the City in other than that person’s official capacity.

SECTION 12. Obligated Persons. If any person, other than the City, becomes an “obligated person” with respect to the Series 2011B Bonds within the meaning of the Rule, the City shall use its best efforts to require such “obligated person” to comply with all provisions of the Rule applicable to such “obligated person.”

SECTION 13. Electronic Filing. Any filing under the Disclosure Agreement with a Repository shall be made in compliance with the formal rules, notices or releases for such filings, as established by the SEC or the MSRB and, until established otherwise by such rules, notices or releases, any filing under the Disclosure Agreement shall be made electronically at <http://emma.msrb.org/> in accordance with the procedures of the MSRB for such filings.

SECTION 14. Beneficiaries. The Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Beneficial Owners, and shall create no rights in any other person or entity.

SECTION 15. Severability. In case any section or provision of the Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 16. Headings. The headings preceding the text of the sections of this Disclosure Commitment are solely for convenience of reference and shall not affect the meaning, construction or effect of any of the provisions of the Disclosure Agreement.

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IN WITNESS WHEREOF, the City has caused this Disclosure Commitment to be executed by its duly authorized officer and delivered to the Participating Underwriter in connection with the original issuance and delivery of the Series 2011B Bonds, all as of the date set forth above, and the Beneficial Owners from time to time shall be deemed to have accepted the Disclosure Agreement, as contained in Section 15 of the Series 2011B Resolution and further described and specified herein, in accordance with the Rule.

CITY OF FORT LAUDERDALE, FLORIDA

By: _____
DOUGLAS R. WOOD
Director of Finance

EXHIBIT A

Municipal Securities Information Repositories approved by the United States Securities and Exchange Commission:

Municipal Securities Rulemaking Board:

<http://emma.msrb.org/>

A list of names and addresses of all designated Municipal Securities Information Repositories as of any point in time is available by visiting the SEC's website at <http://www.sec.gov/info/municipal.shtml>.

EXHIBIT B

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Fort Lauderdale, Florida (the "City")

Name of Bond Issue: General Obligation Refunding Bonds, Series 2011B (the "Series 2011B Bonds")

Date of Issuance: September ____, 2011

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the Series 2011B Bonds as required by Section 15 of the Series 2011B Resolution adopted by the City Commission of the City in connection with the issuance of the Series 2011B Bonds. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

[Dissemination Agent]

By: _____
Name:
Title:

DEBT RATIOS

The following table shows the total outstanding general obligation debt of the City and the ratio of such debt to the City's actual taxable property values and to the City's obligation on a per capita basis for the last ten (10) Fiscal Years.

Ratio of Net General Obligation Debt City of Fort Lauderdale, Florida					
<u>Fiscal Year Ended September 30</u>	<u>General Obligation Bonds</u>	<u>Less Sinking Fund</u>	<u>Net General Bonded Debt</u>	<u>Percent of Actual Taxable Value of Property</u>	<u>Per Capita</u>
2001	\$50,450,000	\$244,377	\$50,205,623	0.39%	\$329.43
2002	46,100,000	270,829	45,829,171	0.32	273.12
2003	43,005,000	4,446	43,000,554	0.26	256.57
2004	38,110,000	733	38,109,267	0.21	225.50
2005	53,005,000	385,768	52,619,232	0.26	308.98
2006	47,405,000	586,789	46,818,211	0.20	267.07
2007	41,620,000	586,703	41,033,297	0.14	233.81
2008	39,305,000	628,769	38,676,231	0.12	215.23
2009	36,920,000	628,426	36,291,574	0.12	201.51
2010	34,465,000	328,438	34,136,562	0.12	189.23

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2010.

The following table shows the general obligation direct and overlapping debt of the City, as of September 30, 2010, and the estimated percent of such debt that is applicable to the City. For more information concerning the general obligation debt of the City, see "APPENDIX B - Basic Financial Statements of the City for the Fiscal Year ended September 30, 2010."

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**Direct and Overlapping Debt
City of Fort Lauderdale, Florida**

<u>Governmental Unit</u>	<u>Net Debt Outstanding⁽¹⁾</u>	<u>Estimated Percentage Applicable to City⁽²⁾</u>	<u>City's Estimated Share of Overlapping Net Debt</u>
Debt Repaid with Property Taxes			
Downtown Development Authority	\$ 8,071,904	100.00%	\$ 8,071,904
Broward County	393,665,000	18.63	73,339,790
Other Debt			
Broward County School District Capital Outlay Plan	1,986,773,000	18.63	370,135,810
Broward County			
Tourist Development Refunding Bonds	9,220,000	18.63	1,717,686
Gas Tax Revenue Bonds	- 0 -	18.63	- 0 -
Special Obligation Bonds	373,860,000	18.63	<u>69,650,118</u>
Subtotal Overlapping Debt			522,915,308
City of Fort Lauderdale Direct Debt	34,136,562	100.00%	<u>34,136,562</u>
Total Direct and Overlapping Debt			<u>\$557,051,870</u>

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2010.

- (1) Debt outstanding data provided by each governmental unit.
- (2) Assessed value data used to estimate applicable percentages provided by the Broward County Property Appraiser.

AD VALOREM TAXATION

Procedure for Property Assessment

Under Florida law, the assessment of all taxable properties and the collection of all county, municipal, school district and special district property taxes are consolidated in the offices of the County Property Appraiser and the County Tax Collector. Pursuant to the Charter of Broward County, Florida (the "County"), the Department of Finance and Administrative Services of the County (the "Department") serves in lieu of the County Tax Collector. The Department has delegated the responsibilities of County Tax Collector to the County's Division of Revenue Collection (the "Division"). Real and personal property valuations are determined each year as of January 1 by the office of the County Property Appraiser. That office certifies the tax rolls to the Division and mails

**Broward County, Florida
Tax Levies and Collections***

Fiscal Year Ended Sept. 30	Taxes Levied for the Fiscal Year		Collected within the Fiscal Year of the Levy				Total Collections to Date			
	Original Levy	Adjustments	Total Adjusted Levy	Property Tax Discount	Net Tax Levy	Amount	Percentage of Original Levy	Collections in Subsequent Years	Amount	Percentage of Adjusted Levy
2001	\$570,921	\$ (6,055)	\$564,866	\$19,115	\$545,751	\$540,329	99.01%	\$2,642	\$542,931	99.49%
2002	616,494	(8,324)	608,170	20,671	587,499	582,475	99.14	1,554	583,990	99.41
2003	682,996	(10,689)	672,307	22,884	649,423	642,509	98.94	3,052	645,481	99.41
2004	742,677	(9,732)	732,945	25,227	707,718	703,924	99.46	1,106	704,907	99.62
2005	810,880	(10,076)	800,804	27,538	773,266	769,594	99.53	1,685	771,082	99.74
2006	901,441	(6,252)	895,189	30,176	865,013	860,792	99.51	2,767	862,984	99.83
2007	960,498	(5,517)	954,981	31,171	923,810	919,392	99.52	4,377	923,769	100.00
2008	930,884	(3,764)	927,080	29,542	897,538	892,074	99.39	3,993	895,457	99.84
2009	888,270	(2,473)	885,797	28,456	857,341	847,494	98.85	8,523	847,494	99.85
2010	802,614	(9,243)	793,371	26,205	767,166	758,499	98.87	—	758,499	98.87

Source: Broward County Records, Taxes and Treasury Division.

* Dollars in Thousands.

**City of Fort Lauderdale, Florida
Tax Levies and Tax Collection***

Fiscal Year Ended Sept. 30	Taxes Levied for the Fiscal Year		Collected within the Fiscal Year of the Levy			Total Collections to Date	
	Original Levy	Amount	Amount	Percentage of Original Levy	Collections in Subsequent Years	Amount	Percentage of Adjusted Levy
2001	\$ 64,635	\$ 63,938	98.9%	\$ 247	\$ 64,185	99.3%	
2002	69,257	68,887	99.5	318	69,205	99.9	
2003	78,071	76,946	98.6	509	77,454	99.2	
2004	86,323	85,882	99.5	246	86,128	99.8	
2005	108,471	107,872	99.4	256	108,129	99.7	
2006	120,645	119,708	99.2	369	120,077	99.5	
2007	135,607	134,386	99.1	590	134,976	99.5	
2008	128,955	127,213	98.6	561	127,774	99.1	
2009	125,138	123,421	98.6	1,107	124,528	99.5	
2010	112,960	110,925	98.2	—	110,925	98.2	

Source: Broward County Revenue Collector.

* Dollars in Thousands.

Annual Pension Cost and Funding Status. Annual pension cost is a measure of the periodic cost of an employer’s participation in a defined benefit pension plan. The annual pension cost for the GERS and the PFRS for the last three (3) Fiscal Years are as follows:

City of Fort Lauderdale, Florida Annual Pension Fund Costs				
Fiscal Year Ended September 30	<u>General Employees</u>		<u>Police and Firefighters</u>	
	<u>Amount</u>	<u>Percent Contributed</u>	<u>Amount</u>	<u>Percent Contributed</u>
2008	\$15,991,230	100%	\$21,332,840	100%
2009	18,325,484	100	19,146,573	100
2010	19,351,946	100	25,752,119	100

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2010.

Since the City contributed one hundred percent (100%) of the annual pension cost in each of the years indicated, there was no net pension obligation at the end of any year for either plan. The current funding status (in millions) for the GERS and for the PFRS, as of the most recent valuation dates, is as follows:

City of Fort Lauderdale, Florida Pension Fund Current Funding Status (in millions)							
<u>Pension Plan</u>	<u>Valuation Date</u>	<u>Actuarial Value of Plan Assets</u>	<u>Actuarial Accrued Liability Entry Age</u>	<u>Unfunded Actuarial Accrued Liability (UAAL)</u>	<u>Funded Ratio</u>	<u>Annual Covered Payroll</u>	<u>UAAL as a Percent of Covered Payroll</u>
General Employees	9/30/09	\$345.2	482.1	136.9	71.6%	\$71.5	191.5%
Police and Fire	12/31/09	451.6	649.0	197.4	69.6	61.7	319.9

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2010.

For detailed information relating to the actuarial methods and assumptions used to determine annual required contributions for the GERS and the PFRS, see “APPENDIX B - Basic Financial Statements of the City for the Fiscal Year ended September 30, 2010” and, in particular, the subsection entitled “Actuarial Methods and Assumptions” in Note 13 of the Notes to the Financial Statements. Also, six-year historical trend information relating to the GERS and the PFRS is presented in

GASB STATEMENT NO. 45

The Government Accounting Standards Board (“GASB”), which establishes financial reporting and accounting requirements for governmental entities, issued its Statement No. 45 in June 2004 (“GASB 45”). GASB 45 details the financial reporting guidelines that require state and local governmental entities to report their unfunded actuarial accrued liabilities for health care and other non-pension post-employment benefits (collectively referred to as “OPEB”) as well as their annual OPEB costs. Historically, governmental entities generally accounted for OPEB on a pay-as-you-go basis, reporting only the cost of OPEB due in the current fiscal year. As a result of GASB 45, governmental entities are required to utilize an actuarial method of accounting that takes into account unfunded liabilities related to OPEB. In order to receive a clean opinion in its annual audit, governmental entities have to comply with the requirements of GASB 45.

The City provides a post-employment health insurance benefit for its general employees and sworn police officers. Firefighters in the City are not covered by a post-employment health insurance benefit at this time. Employees entitled to the benefit are paid from \$100 to \$400 per month upon normal retirement for the purchase of health insurance. The benefit continues until age 65 and is currently funded on a pay-as-you-go basis. In addition, retiring general employees and certified firefighters are eligible to continue their participation in one of the City’s health insurance plans if enrolled at the time of retirement. Since retiree claims are expected to result in higher costs to the plans, on average, than those for active employees on an actuarial basis, there is an implicit subsidy included in the premiums for the retirees. As of September 30, 2010, there were 601 retired employees receiving a monthly benefit, with an additional 2,312 employees eligible for participation in the future. Payments made totaled \$2,455,994 for the year. Retiree implicit subsidies amount to \$107,198 of that total.

In connection with the requirements created by GASB 45, the City prepared an actuarial report on September 18, 2008 to determine its annual required OPEB contribution. The report established the City’s annual required OPEB contribution to be \$3,492,123 through the Fiscal Year ended September 30, 2008. To satisfy such contribution, \$2,469,704 was paid by the City on a pay as you go basis and the remaining \$1,022,419 was reflected as the City’s net OPEB obligation, as required by GASB 45. Set forth below is a description of the City’s annual OPEB costs from Fiscal Year 2008 to Fiscal Year 2010 and the amount contributed annually by the City towards such costs.

City of Fort Lauderdale, Florida				
OPEB Annual Costs and Contributions				
<u>Fiscal Year</u> <u>Ended</u> <u>September 30</u>	<u>Annual</u> <u>OPEB Cost</u>	<u>Contribution</u>	<u>Percent</u> <u>Contributed</u>	<u>Net OPEB</u> <u>Obligation</u>
2008	\$3,492,123	\$2,469,704	70.7%	\$1,022,419
2009	3,905,000	2,379,593	60.9	2,547,826
2010	5,951,000	2,455,994	41.3	6,042,832

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2010.

In the opinion of Squire, Sanders & Dempsey L.L.P., Bond Counsel, under existing law (i) assuming continuing compliance with certain covenants and the accuracy of certain representations, interest on the Series 2010 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and (ii) the Series 2010 Bonds and the income thereon are exempt from taxation under the laws of the State of Florida, except estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. Although a portion of the interest on certain tax-exempt obligations earned by certain corporations may be included in the calculation of adjusted current earnings for purposes of the federal corporate alternative minimum tax, interest on certain tax-exempt obligations issued in 2009 and 2010, including the Series 2010 Bonds, is excluded from that calculation. For a more complete discussion of the tax aspects relating to the Series 2010 Bonds, see the discussion under the heading "TAX MATTERS" herein.

**\$82,300,000**

CITY OF FORT LAUDERDALE, FLORIDA
Water and Sewer Revenue Bonds, Series 2010

Dated: Date of Delivery**Due: March 1 and September 1,
as shown on inside cover page**

The City of Fort Lauderdale, Florida Water and Sewer Revenue Bonds, Series 2010 (the "Series 2010 Bonds") will be issued by the City of Fort Lauderdale, Florida (the "City") as fully registered bonds, without coupons, in denominations of \$5,000 and integral multiples thereof and when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2010 Bonds. Purchasers will not receive certificates representing their ownership interests in the Series 2010 Bonds purchased. See "THE SERIES 2010 BONDS – Book-Entry Only System" herein. Interest on the Series 2010 Bonds will accrue from their date of delivery and will be payable on September 1, 2010 and semiannually on each March 1 and September 1 thereafter. The City will serve as the initial Bond Registrar and Paying Agent (the "Paying Agent") for the Series 2010 Bonds. While the Series 2010 Bonds are registered through the DTC Book-Entry Only system, principal of and interest on the Series 2010 Bonds will be payable by the Paying Agent to DTC.

The Series 2010 Bonds are being issued for the purpose of providing funds, together with other available funds of the City, to (i) finance a portion of the Costs of improving and upgrading the City's Water and Sewer System (the "Water and Sewer System"), including, to the extent permissible, reimbursement to the City for amounts previously paid for such Costs; (ii) make a deposit to the Reserve Account to provide the additional amount needed upon issuance of the Series 2010 Bonds to satisfy the Reserve Account Requirement (as such terms are defined herein); and (iii) pay the costs of issuing the Series 2010 Bonds. See "PURPOSE OF THE ISSUE" herein. The Series 2010 Bonds are payable from and secured by a lien on and pledge of the Net Revenues derived from the City's ownership or operation of the Water and Sewer System and certain other moneys held under the Resolution (as defined herein), on a parity with the City's outstanding Water and Sewer Revenue Bonds, Series 2003, Water and Sewer Revenue Bonds, Series 2006 and Water and Sewer Revenue Bonds, Series 2008. See "SECURITY FOR THE SERIES 2010 BONDS" herein.

The Series 2010 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as described herein.

THE CITY IS OBLIGATED TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2010 BONDS SOLELY FROM THE NET REVENUES AND CERTAIN OTHER MONEYS, AS DESCRIBED IN THE RESOLUTION. THE SERIES 2010 BONDS SHALL NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. THE FAITH AND CREDIT OF THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2010 BONDS. THE ISSUANCE OF THE SERIES 2010 BONDS SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY TAXES WHATEVER THEREFOR, OR TO MAKE ANY APPROPRIATION FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2010 BONDS, EXCEPT AS PROVIDED IN THE RESOLUTION.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2010 Bonds are offered, subject to prior sale when, as and if issued by the City, subject to the approval of their legality by Squire, Sanders & Dempsey L.L.P., Miami, Florida, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by Harry A. Stewart, Esquire, City Attorney. Certain legal matters relating to disclosure will be passed upon for the City by the Law Offices of Steve E. Bullock, P.A., Miramar, Florida, Disclosure Counsel. Fidelity Financial Services, L.C., Hollywood, Florida, and Davenport & Company LLC, Richmond, Virginia, are acting as Co-Financial Advisors to the City. It is expected that settlement on the Series 2010 Bonds will occur through the facilities of DTC in New York, New York on or about June 10, 2010.

Wells Fargo Bank, National Association

CONTINUING DISCLOSURE COMMITMENT

This CONTINUING DISCLOSURE COMMITMENT dated as of June __, 2010 is executed and delivered by the CITY OF FORT LAUDERDALE, FLORIDA, a political subdivision duly organized and existing under the Constitution and laws of the State of Florida (the "City") in connection with the issuance of \$82,300,000 in aggregate principal amount of City of Fort Lauderdale, Florida Water and Sewer Revenue Bonds, Series 2010 (the "Series 2010 Bonds"). The Series 2010 Bonds are being issued pursuant to Resolution No. 03-29 adopted by the City Commission of the City (the "City Commission") on February 18, 2003 (the "Bond Resolution"), as supplemented by Resolution No. 10-45 adopted by the City Commission on February 16, 2010 (the "Series Resolution" and, together with the Bond Resolution, the "Resolution"). The City covenants and agrees as follows:

SECTION 1. Purpose of Disclosure Commitment. This Disclosure Commitment is being executed and delivered by the City in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission (the "SEC"). This Disclosure Commitment, together with Section 12 of the Series Resolution (collectively, the "Disclosure Agreement") shall constitute the continuing disclosure agreement of the City in accordance with the requirements of the Rule for the benefit of the Beneficial Owners and Holders from time to time of the Series 2010 Bonds.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Commitment, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Commitment.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2010 Bonds (including persons holding Series 2010 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2010 Bonds for federal income tax purposes.

"Business Day" shall mean any day other than a Saturday, Sunday or a day when banks in the City of New York, New York, or in the City of Fort Lauderdale, Florida, or in the city in which the principal offices of the Bond Registrar are required or authorized by law to be closed or on which the New York Stock Exchange is closed.

"Dissemination Agent" shall mean Digital Assurance Certification, L.L.C., or any successor or alternate Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Commitment.

"Participating Underwriter" shall mean any of the original underwriters of the Series 2010 Bonds required to comply with the Rule in connection with offering of the Series 2010 Bonds.

"Repository" shall mean any municipal securities information repository approved from time to time by the SEC, or otherwise established by law or regulation, where information is required to be filed in

accordance with the Rule and initially shall constitute the entity set forth on Exhibit A of this Disclosure Commitment.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the 243rd day following the end of each Fiscal Year, commencing with the Fiscal Year ended September 30, 2009, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Commitment (provided, however, that the information referred to in Section 4(b) may be provided no later than September 1 of each year, commencing September 1, 2010 with respect to the report for the 2009-2010 Fiscal Year). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Commitment; provided, however, that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if the audited financial statements are not available by that date. If the City’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than ten (10) Business Days prior to the date the Annual Report is to be filed with each Repository, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If the City is unable to provide to the Repositories an Annual Report by the date required in subsection (a) of this Section, or if the City shall fail to provide the Annual Report to the Dissemination Agent in time for the Dissemination Agent to deliver the Annual Report to the Repositories by the date required in subsection (a) of this Section, the City or the Dissemination Agent, as applicable, shall send a notice to each Repository in substantially the form attached as Exhibit B to this Disclosure Commitment.

(c) In addition to filing the notice required by subsection (b) of this Section, as applicable, the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each Repository; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to the Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The City’s Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, which may be a part of the City’s comprehensive audited financial report. If the City’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report may contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement for the Series 2010 Bonds, if available, and the

audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Any portion of an annual report of the Consulting Engineers relating to the Water and Sewer System, prepared in accordance with Section 703 of the Bond Resolution (or pursuant to any other requirements of the Water and Sewer System for the preparation of a similar study or report), to the extent such report or a portion thereof (i) updates information provided in the Official Statement prepared in connection with the issuance of the Series 2010 Bonds and (ii) is filed with the City (the “Engineer’s Report”).

(c) To the extent such information is not otherwise included as part of the annual audited financial statements of the City or the Engineer’s Report, updated information from that set forth in the Official Statement for the Series 2010 Bonds under the subheadings “History,” “Organizational Structure” and “Governmental Regulations” of the section “WATER AND SEWER SYSTEM.”

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each of the Repositories or the SEC. If the document included by reference is a final official statement, such final official statement must be available in electronic format from the Municipal Securities Rulemaking Board (the “MSRB”). The City shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2010 Bonds, if material:

1. principal and interest payment delinquencies.
2. non-payment related defaults.
3. modifications to rights of Bondholders.
4. optional, contingent or unscheduled bond calls.
5. defeasances.
6. rating changes.
7. adverse tax opinions or events affecting the tax exempt status of the Series 2010 Bonds.
8. unscheduled draws on the debt service reserves reflecting financial difficulties.
9. unscheduled draws on the credit enhancements reflecting financial difficulties.
10. substitution of the credit or liquidity providers or their failure to perform.

11. release, substitution or sale of property securing repayment of the Series 2010 Bonds.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the City determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly file a notice of such occurrence with each Repository. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) and (5) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Series 2010 Bonds pursuant to the Resolution.

SECTION 6. Termination of Reporting Obligation. The obligations of the City under the Disclosure Agreement shall remain in effect only for such period that the Series 2010 Bonds are outstanding in accordance with their terms and the terms of the Resolution and the City remains an obligated person with respect to the Series 2010 Bonds within the meaning of the Rule. The obligation of the City to provide the Annual Report and notices of the events described above shall terminate if and when the City no longer remains such an obligated person. The Disclosure Agreement also shall terminate upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action.

SECTION 7. Amendment; Waiver. Notwithstanding any other provision of the Disclosure Agreement, the City may amend the Disclosure Agreement, and non-compliance with any provision of the Disclosure Agreement may be waived, provided the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a) hereof (unless the amendment or waiver is necessary or appropriate for the City to achieve compliance with any applicable federal law or rule, or to cure any ambiguity, inconsistency, formal defect or omission in the provisions of the Disclosure Agreement), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2010 Bonds, or the type of business conducted;

(b) The Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2010 Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Series 2010 Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2010 Bonds.

In the event of any amendment or waiver of a provision of the Disclosure Agreement, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial

statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 8. Additional Information. Nothing in the Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Commitment or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by the Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by the Disclosure Agreement, the City shall have no obligation under the Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 9. Remedy for Breach. The Disclosure Agreement shall be solely for the benefit of the Beneficial Owners from time to time of the Series 2010 Bonds. The exclusive remedy for any breach of the Disclosure Agreement by the City shall be limited, to the extent permitted by law, to a right of Beneficial Owners to institute and maintain, or to cause to be instituted and maintained, such proceedings as may be authorized at law or in equity to obtain the specific performance by the City of its obligations under the Disclosure Agreement. Any holder or beneficial owner may exercise individually any such right to require the City to specifically perform its obligation to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Notwithstanding any other provisions of the Resolution or the Disclosure Agreement, any failure by the City to comply with any provision of the Disclosure Agreement shall not constitute a default under the Series 2010 Bonds or under the Resolution.

SECTION 10. Duties, Immunities and Liabilities of Dissemination Agent.

(a) For purposes of satisfying the reporting requirements of the Disclosure Agreement, the City has delegated to the Dissemination Agent the duties, functions and responsibilities of disclosing information undertaken by the City in the Disclosure Agreement. The City may, from time to time, appoint or engage an alternate or substitute Dissemination Agent to assist it in carrying out its obligations under the Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor, alternate or substitute Dissemination Agent. The Dissemination Agent (other than the City) shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to the Disclosure Agreement.

(b) The Dissemination Agent shall have only such duties as are specifically set forth in the Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2010 Bonds.

SECTION 11. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the City contained in the Disclosure Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized by law. No covenant, stipulation, obligation or agreement of the City contained in the Disclosure Agreement shall be deemed to

be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the City in other than that person's official capacity.

SECTION 12. Obligated Persons. If any person, other than the City, becomes an "obligated person" with respect to the Series 2010 Bonds within the meaning of the Rule, the City shall use its best efforts to require such "obligated person" to comply with all provisions of the Rule applicable to such "obligated person."

SECTION 13. Electronic Filing. Any filing under the Disclosure Agreement with a Repository shall be made in compliance with the formal rules, notices or releases for such filings, as established by the SEC or the MSRB and, until established otherwise by such rules, notices or releases, any filing under the Disclosure Agreement shall be made electronically at <http://emma.msrb.org/> in accordance with the procedures of the MSRB for such filings.

SECTION 14. Beneficiaries. The Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Beneficial Owners and Holders from time to time of the Series 2010 Bonds, and shall create no rights in any other person or entity.

SECTION 15. Severability. In case any section or provision of the Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 16. Headings. The headings preceding the text of the sections of this Disclosure Commitment are solely for convenience of reference and shall not affect the meaning, construction or effect of any of the provisions of the Disclosure Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this Disclosure Commitment to be executed by its duly authorized officer and delivered to the Participating Underwriter in connection with the original issuance and delivery of the Series 2010 Bonds, all as of the date set forth above, and the Beneficial Owners and Holders of the Series 2010 Bonds from time to time shall be deemed to have accepted the Disclosure Agreement, as contained in Section 12 of the Series Resolution and further described and specified herein, in accordance with the Rule.

CITY OF FORT LAUDERDALE, FLORIDA

By: _____
LYNDA C. FLYNN, Interim Director of Finance

EXHIBIT A

Municipal Securities Information Repositories approved by the United States Securities and Exchange Commission:

Municipal Securities Rulemaking Board:
<http://emma.msrb.org/>

A list of names and addresses of all designated Municipal Securities Information Repositories as of any point in time is available by visiting the SEC's website at <http://www.sec.gov/info/municipal.shtml>.

EXHIBIT B

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Fort Lauderdale, Florida

Name of Bond Issue: Water and Sewer Revenue Bonds, Series 2010 (the "Series 2010 Bonds")

Date of Issuance: June __, 2010

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the Series 2010 Bonds as required by Section 12 of the Series Resolution adopted by the City Commission of the City in connection with the issuance of the Series 2010 Bonds. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

[Dissemination Agent]

By: _____
Name:
Title:

Sewer System (the “CIP”). Other Bonds are expected to be issued by the City to finance the improvements to the Water and Sewer System recommended by the City’s independent engineers and consultants in the CIP. See “CAPITAL IMPROVEMENT PROGRAM” herein and “APPENDIX B – Series 2010 Water and Sewer Revenue Bonds Feasibility Report.” The Series 2003 Bonds, the Series 2006 Bonds and the Series 2008 Bonds were originally issued in the aggregate principal amount of \$90,000,000, \$100,000,000 and \$155,000,000, respectively, and, as of the date of issuance of the Series 2010 Bonds, will be Outstanding in the aggregate principal amount of \$75,860,000, \$95,510,000 and \$150,410,000, respectively. Additional Bonds for the purpose of financing the improvements to the Water and Sewer System detailed in the CIP are expected to be issued through the year 2012. Not including the issuance of the Series 2010 Bonds, such Additional Bonds are projected to total approximately \$86,000,000 in aggregate principal amount of Additional Bonds to be issued. See “CAPITAL IMPROVEMENT PROGRAM – Financing Future Projects” herein.

In addition to the issuance of Bonds, in connection with the implementation of the CIP, the City has borrowed funds from the State of Florida revolving loan program (the “SRF”). Although not currently contemplated, the City may obtain additional SRF loans for the CIP in the future. See “CAPITAL IMPROVEMENT PROGRAM – Financing Future Projects” herein. Such SRF loans have not been incurred by the City, and are not expected to be incurred by the City in the future, as Additional Bonds or Alternative Parity Debt. As a result, such SRF loans are currently, and if obtained in the future are expected to be, payable from and secured by Net Revenues on a basis that is junior and subordinate to the pledge of and lien on Net Revenues in favor of the Series 2010 Bonds, the Series 2008 Bonds, the Series 2006 Bonds, the Series 2003 Bonds and any Additional Bonds or Alternative Parity Debt issued under the Bond Resolution.

THE CITY

The City, located in the heart of a robust, diversified growth region on the southeast coast of Florida, contains approximately 36 square miles and has an estimated population of approximately 180,100. The City was incorporated in 1911 and operates under the City Charter. The government consists of a five member City Commission elected by district, including a mayor elected at large. All elections are on a nonpartisan basis. The City Commission appoints a city manager. The current City Manager is George Gretsas, who was appointed to serve as City Manager on August 2, 2004. See “GENERAL INFORMATION - Administration” in “APPENDIX A - General Information regarding the City of Fort Lauderdale, Florida and Broward County, Florida” for information relating to the City Commission’s recent decision to reject a proposal to renew the current employment contract of the City Manager and for information relating to the recent selection of a new Interim Director of Finance and a new Controller for the City.

The City provides a full range of municipal services, including police and fire protection, highways and streets, planning and zoning, parks and recreation, water, sewer, sanitation, economic development and public information services. Tourism is one of the City’s major economic forces, with manufacturing, industrial and commercial business and corporate and regional offices serving to diversify the City’s economic base. For more information about the City, see “APPENDIX A - General Information regarding the City of Fort Lauderdale, Florida and Broward County, Florida.”

WATER AND SEWER SYSTEM

History

The Water System. Approximately one year after the City’s incorporation in 1911, the City’s water system (the “Water System”) began operations, serving less than 100 people. The original Water System was replaced with a larger well, pumping station and treatment plant in 1919. In 1926 construction of the Dixie

Water Treatment Plant (now known as the Walter E. Peele-Dixie Water Treatment Plant) (the “Peele-Dixie WTP”) began and such facility was enlarged in 1939 to a capacity of 14 million gallons per day (“mgd”). The number of customer accounts served by the Water System nearly doubled between 1935 and 1945 and again by 1950, growing from 2,365 in 1935 to 5,721 in 1945, and to 11,577 by 1950. In 1950 the City purchased the Fiveash Water Treatment Plant (the “Fiveash WTP”) and increased its capacity from 8 mgd to 16 mgd in 1958. By the early 1970s, the capacity of the Peele-Dixie WTP was increased to 20 mgd, and the Fiveash WTP to 40 mgd. Together these water treatment plants provided service to approximately 35,700 customers. The Fiveash WTP was expanded by an additional 24 mgd of capacity in the early 1980s as the Water System neared capacity.

In 1953 the City began providing water service to other nearby communities when the City entered into a contract with the Town of Lauderdale-by-the-Sea. Until recently, Lauderdale-by-the-Sea owned the water lines within its boundaries and the City maintained those lines and otherwise provided retail water service to the residents of that community. Recently, the City purchased the water lines it once leased from Lauderdale-by-the-Sea. The City continues to provide retail water service to the residents of the Town of Lauderdale-by-the-Sea.

Other entities also purchase water from the City under similar arrangements, including the Village of Sea Ranch Lakes and parts of unincorporated Broward County. Together, the Town of Lauderdale-by-the-Sea and the Village of Sea Ranch Lakes comprise less than four percent (4%) of the total population served by the Water System. The number of retail customers that the City serves in unincorporated Broward County also comprises a small percentage of the total population served by the Water System.

Several other entities purchase water from the City on a wholesale or bulk user basis through a master meter or have emergency interconnects. These entities include the cities of Oakland Park and Wilton Manors and, as to a portion thereof, the City of Tamarac, the Town of Davie, unincorporated Broward County and Broward County’s Port Everglades. The agreements for water supply between these entities and the City all have 30-year terms, except for the agreement with the City of Wilton Manors, which has a 25-year term. Such contracts collectively represent 13.4% of the City’s total water production. Set forth below is a listing of such contracts, their current expiration dates and the percentage of total production of the Water System represented by each contract.

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Water User Contracts

<u>Large User</u>	<u>Effective Dates of Agreement</u>	<u>% of Total Water System Production</u>
Broward County	1994 - 2024	0.001%
Town of Davie	1987 - 2017	0.116
City of Oakland Park	1994 - 2024	9.012
Broward County’s Port Everglades ⁽¹⁾	2002 - 2032	0.847
City of Tamarac	1994 - 2024	0.280
City of Wilton Manors	2005 - 2030	<u>3.114</u>
TOTAL		<u>13.370%</u>

Source: The Feasibility Report.

- (1) Since 2004, the City has provided retail water service to some tenants at Broward County’s Port Everglades but continues also to provide wholesale water service at Port Everglades.

The Sewer System. Prior to construction of the G. T. Lohmeyer Wastewater Treatment Plant (the “Lohmeyer WWTP”) in the 1970s, the Sewer System of the City (the “Sewer System”) was comprised of numerous small sewer treatment facilities housed at various locations around the City. The construction of the Sewer System began in 1927 but, due to the impacts of a hurricane and local economic downturn, was not completed until 1937. In the 1940s and 1950s, the population of the City grew more rapidly than the Sewer System. As a result, new developments were often served by septic systems. By the late 1950s, the City began to expand the Sewer System to serve all areas of the City. Most new developments subsequent to 1950 were required to install sanitary sewers as well.

Expansion of the wastewater collection system was limited until 1957, when the City began expanding the Sewer System into unserved areas, beginning from the beach area and extending west. However, expansion of the gravity wastewater system slowed considerably in the late 1970s and 1980s, as available capital funds were used to consolidate and upgrade the wastewater treatment plants of the Sewer System. Currently, approximately eighty percent (80%) of the residents of the City are serviced by the Sewer System. The City has a program to actively pursue expansion of its wastewater collection system into areas that are not currently serviced by the Sewer System. Except for a relatively small number of residents that are not expected to be provided service from the Sewer System, it is anticipated that all of the City’s residents will have access to the Sewer System by 2011 and that substantially all of the City’s residents will be connected to the Sewer System by 2011.

Construction of the Lohmeyer WWTP began in the mid-1970s. The Lohmeyer WWTP was designed to serve the entire City, as well as the City of Oakland Park, the City of Wilton Manors, Broward County’s Port Everglades, portions of the Town of Davie and portions of the City of Tamarac. The City has negotiated contractual agreements with each of these large regional Sewer System users. All of these contracts were amended in 2001 and are now scheduled to expire in 2021. After constructing the Lohmeyer WWTP, the City closed all of the smaller wastewater treatment facilities that had previously been used to operate the Sewer System. The Lohmeyer WWTP has a permitted capacity of 55.7 mgd.

Organizational Structure

Organization and Management. Operation of the Water System and the Sewer System is the responsibility of the City’s Public Works Department (the “Public Works Department”). In addition, the Public Works Department manages the operation of the City’s stormwater drainage system and solid waste collection system. The Public Works Department currently employs approximately 565 full-time equivalent staff and is composed of the following nine divisions:

Administration and Finance	Engineering
Distribution and Collection	Water and Wastewater Treatment
Solid Waste	Utilities Engineering
Environmental Services	Facilities Maintenance
Customer Service	

Set forth below is a description of the nine divisions of the Public Works Department:

- Operation and maintenance of the potable water distribution facilities for the Water System and of the collection facilities for the Sewer System and the Stormwater Drainage System is the responsibility of the Distribution and Collection Division. The division employs approximately 193 personnel.
- The Peele-Dixie WTP, the Fiveash WTP and the Lohmeyer WWTP are operated by the Water and Wastewater Treatment Division. The laboratories section of this division provides inspection and monitoring services as well as chemical and microbiological analysis for the Water System, the Sewer System and the Stormwater Drainage System. The Process Control Subdivision is responsible for technology-related responsibilities of the Public Works Department, including office automation and computer automation in the treatment facilities and wellfields. The Water and Wastewater Treatment Division has a staff of approximately 90 people.
- The Engineering Division is responsible for the planning, design and construction of projects for the Water and Sewer System, as well as all other municipal facilities. The division has a staff of approximately 75 people.
- The Solid Waste Division manages the provision of solid waste services and lot and street cleaning services provided by the City. The division has a staff of approximately 65 people.
- The Facilities Maintenance Division provides grounds maintenance, security at City Hall and other maintenance and repair services to the other divisions of the City’s Public Works Department. The Facilities Maintenance Division has a staff of approximately 54 people.
- The Customer Service Division is responsible for customer contacts and meter reading services. The division also operates a 24 hour customer call center. The Customer Service Division has a staff of approximately 34 people.
- The Utilities Engineering Division manages the City’s *WaterWorks* 2011 Program. See “CAPITAL IMPROVEMENT PROGRAM” herein. The management team consist of approximately 23 people and is comprised of staff of the City and of the City’s consultants.

- The Administration and Finance Division provides clerical, record keeping, personnel services, training, safety, finance, inventory and other managerial and administrative services to other divisions of the Public Works Department, as well as computer operations support services. The Administration Division has a staff of approximately 23 people.
- The Environmental Services Division coordinates environmental resources and related compliance programs for the Public Works Department. The division also develops, implements and maintains strategic, fiscal and capital improvement plans for the Public Works Department, identifies long-range water resources management concerns, coordinates long-range financing for water resources management projects and develops and prepares recommendations and reports related to environmental issues and applicable regulatory and legislative issues. The division is also responsible for stormwater management and expanding environmental outreach efforts to facilitate awareness of potential environmental issues. In addition, the Stormwater and Wastewater Subdivision is responsible for permitting, field inspections, industrial pretreatment and backflow monitoring. The Environmental Services Division has a staff of approximately 8 people.

The Director of the Public Works Department is Albert Carbon, P.E., registered civil engineer in Florida and California. Mr. Carbon has been director of the Public Works Department since October 2004. Prior to serving as director of the Public Works Department, Mr. Carbon was the Public Works Director for the City of South Pasadena, California.

Training Programs and Certifications. The City has an active training program for its field crews and operations and maintenance staff, including monthly safety meetings and quarterly courses on various safety related subjects. All of the operators of the Water System, the Sewer System and the Stormwater Drainage System must be licensed or certified by the State of Florida as a condition of their employment as an operator and all distribution and collection field crew leaders will be required to be certified by the State of Florida by May 2011 as a condition of their employment. The City’s distribution and collection field crew leaders are currently training to meet the new certification requirements. The City’s environmental laboratories are certified by the Florida Department of Environmental Protection (“FDEP”) and by the Florida Department of Health for collecting environmental water samples and conducting water quality analyses.

Government Regulations

The Water System and the Sewer System are subject to federal, state, regional and local regulation. Federal regulatory jurisdiction is vested in the United States Environmental Protection Agency (the “EPA”). The Water System must comply with the Federal Safe Drinking Water Act. However, the EPA has delegated the primary responsibility for enforcement of drinking water standards to the State of Florida. The Sewer System must comply with the Federal Water Pollution Control Act and the 1977 Clean Water Act Amendments. The EPA has retained jurisdiction over the enforcement of the federal laws and the National Pollution Discharge Elimination System (“NPDES”).

The State, acting through FDEP, has its own system of operational permits which govern the Water System and the Sewer System. On a regional level, the South Florida Water Management District (“SFWMD”) controls groundwater withdrawals through consumptive use permits, which stipulate the maximum annual and daily withdrawals for 2 to 5 years. Locally, the Broward County Department of Natural Resource Protection has its own licensing system for wastewater plants and a monitoring and enforcement process and the Broward County Health Department has jurisdiction over the treatment of potable water.

NEW ISSUE - Book-Entry Only

Ratings: Moody's: "Aa2"
S&P: "AA"
(See "RATINGS" herein)

In the opinion of Squire, Sanders & Dempsey L.L.P., Bond Counsel, under existing law (i) assuming continuing compliance with certain covenants and the accuracy of certain representations, interest on the Series 2008 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and (ii) the Series 2008 Bonds and the income thereon are exempt from taxation under the laws of the State of Florida, except estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. Interest on the Series 2008 Bonds may be subject to certain federal taxes imposed only on certain corporations, including the corporate alternative minimum tax on a portion of that interest. For a more complete discussion of the tax aspects relating to the Series 2008 Bonds, see the discussion under the heading "TAX MATTERS" herein.



\$155,000,000
CITY OF FORT LAUDERDALE, FLORIDA
Water and Sewer Revenue Bonds, Series 2008

Dated: Date of Delivery

Due: March 1 and September 1,
as shown on inside cover page

The City of Fort Lauderdale, Florida Water and Sewer Revenue Bonds, Series 2008 (the "Series 2008 Bonds") will be issued by the City of Fort Lauderdale, Florida (the "City") as fully registered bonds, without coupons, in denominations of \$5,000 and integral multiples thereof and when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2008 Bonds. Purchasers will not receive certificates representing their ownership interests in the Series 2008 Bonds purchased. See "THE SERIES 2008 BONDS – Book-Entry Only System" herein. Interest on the Series 2008 Bonds will accrue from their date of delivery and will be payable on September 1, 2008 and semiannually on each March 1 and September 1 thereafter. The City will serve as the initial Bond Registrar and Paying Agent (the "Paying Agent") for the Series 2008 Bonds. While the Series 2008 Bonds are registered through the DTC Book-Entry Only system, principal of and interest on the Series 2008 Bonds will be payable by the Paying Agent to DTC.

The proceeds of the Series 2008 Bonds are being issued to (i) finance a portion of the Costs of improving and upgrading the City's Water and Sewer System (the "Water and Sewer System"); (ii) make a deposit to the Reserve Account to provide the additional amount needed upon issuance of the Series 2008 Bonds to satisfy the Reserve Account Requirement (as such terms are defined herein); and (iii) pay the costs of issuing the Series 2008 Bonds. The Series 2008 Bonds are payable from and secured by a lien on and pledge of the Net Revenues derived from the City's ownership or operation of the Water and Sewer System and certain other moneys held under the Resolution (as defined herein), on a parity with the City's outstanding Water and Sewer Revenue Bonds, Series 2003 and outstanding Water and Sewer Revenue Bonds, Series 2006. See "SECURITY FOR THE SERIES 2008 BONDS" herein.

The Series 2008 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as described herein.

THE CITY IS OBLIGATED TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2008 BONDS SOLELY FROM THE NET REVENUES AND CERTAIN OTHER MONEYS, AS DESCRIBED IN THE RESOLUTION. THE SERIES 2008 BONDS SHALL NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. THE FAITH AND CREDIT OF THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2008 BONDS. THE ISSUANCE OF THE SERIES 2008 BONDS SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY TAXES WHATEVER THEREFOR, OR TO MAKE ANY APPROPRIATION FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2008 BONDS, EXCEPT AS PROVIDED IN THE RESOLUTION.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2008 Bonds are offered, subject to prior sale when, as and if issued by the City, subject to the approval of their legality by Squire, Sanders & Dempsey L.L.P., Miami, Florida, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by Harry A. Stewart, Esquire, City Attorney. Certain legal matters relating to disclosure will be passed upon for the City by the Law Offices of Steve E. Bullock, P.A., Miramar, Florida, Disclosure Counsel. Fidelity Financial Services, L.C., Hollywood, Florida, is acting as Financial Advisor to the City. It is expected that settlement on the Series 2008 Bonds will occur through the facilities of DTC in New York, New York on or about March 6, 2008.

Wachovia Bank, National Association

Dated: February 21, 2008

DAC Bond

CAM #15-0995

CONTINUING DISCLOSURE COMMITMENT

This CONTINUING DISCLOSURE COMMITMENT dated as of March ____, 2008 is executed and delivered by the CITY OF FORT LAUDERDALE, FLORIDA, a political subdivision duly organized and existing under the Constitution and laws of the State of Florida (the “City”) in connection with the issuance of \$155,000,000 in aggregate principal amount of City of Fort Lauderdale, Florida Water and Sewer Revenue Bonds, Series 2008 (the “Series 2008 Bonds”). The Series 2008 Bonds are being issued pursuant to Resolution No. 03-29 adopted by the City Commission of the City (the “City Commission”) on February 18, 2003 (the “Bond Resolution”), as supplemented by Resolution No. 08-15 adopted by the City Commission on January 15, 2008 (the “Series Resolution” and, together with the Bond Resolution, the “Resolution”). The City covenants and agrees as follows:

SECTION 1. Purpose of Disclosure Commitment. This Disclosure Commitment is being executed and delivered by the City in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission (the “SEC”). This Disclosure Commitment, together with Section 12 of the Series Resolution (collectively, the “Disclosure Agreement”) shall constitute the continuing disclosure agreement of the City in accordance with the requirements of the Rule for the benefit of the Beneficial Owners and Holders from time to time of the Series 2008 Bonds.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Commitment, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Commitment.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2008 Bonds (including persons holding Series 2008 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2008 Bonds for federal income tax purposes.

“Business Day” shall mean any day other than a Saturday, Sunday or a day when banks in the City of New York, New York, or in the City of Fort Lauderdale, Florida, or in the city in which the principal offices of the Bond Registrar are required or authorized by law to be closed or on which the New York Stock Exchange is closed.

“Dissemination Agent” shall mean Digital Assurance Certification, L.L.C., or any successor or alternate Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Commitment.

“National Repository” shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule, as such are approved from time to time by the SEC, and initially shall constitute the entities set forth on Exhibit A of this Disclosure Commitment.

“Participating Underwriter” shall mean any of the original underwriters of the Series 2008 Bonds required to comply with the Rule in connection with offering of the Series 2008 Bonds.

“Repository” shall mean each National Repository and each State Repository.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Florida.

“State Repository” shall mean any public or private repository or entity designated by the State as a state repository for purposes of the Rule and recognized as such by the SEC. As of the date of this Disclosure Commitment, there is no State Repository.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the 243rd day following the end of each Fiscal Year, commencing with the Fiscal Year ended September 30, 2007, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Commitment (provided, however, that the information referred to in Section 4(b) may be provided no later than September 1 of each year, commencing September 1, 2008 with respect to the report for the 2007-2008 Fiscal Year). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Commitment; provided, however, that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if the audited financial statements are not available by that date. If the City’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than ten (10) Business Days prior to the date the Annual Report is to be filed with each Repository, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If the City is unable to provide to the Repositories an Annual Report by the date required in subsection (a) of this Section, or if the City shall fail to provide the Annual Report to the Dissemination Agent in time for the Dissemination Agent to deliver the Annual Report to the Repositories by the date required in subsection (a) of this Section, the City or the Dissemination Agent, as applicable, shall send a notice to each Repository or to the Municipal Securities Rulemaking Board

established by the SEC (the “MSRB”) in substantially the form attached as Exhibit B to this Disclosure Commitment.

(c) In addition to filing the notice required by subsection (b) of this Section, as applicable, the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and the State Repository, if any; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to the Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The City’s Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, which may be a part of the City’s comprehensive audited financial report. If the City’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report may contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement for the Series 2008 Bonds, if available, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Any portion of an annual report of the Consulting Engineers relating to the Water and Sewer System, prepared in accordance with Section 703 of the Bond Resolution (or pursuant to any other requirements of the Water and Sewer System for the preparation of a similar study or report), to the extent such report or a portion thereof (i) updates information provided in the Official Statement prepared in connection with the issuance of the Series 2008 Bonds and (ii) is filed with the City (the “Engineer’s Report”).

(c) To the extent such information is not otherwise included as part of the annual audited financial statements of the City or the Engineer’s Report, updated information from that set forth in the Official Statement for the Series 2008 Bonds under the subheadings “History,” “Organizational Structure” and “Governmental Regulations” of the section “WATER AND SEWER SYSTEM.”

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each of the Repositories or the SEC. If the document included by reference

is a final official statement, such final official statement must be available from the MSRB. The City shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2008 Bonds, if material:

1. principal and interest payment delinquencies.
2. non-payment related defaults.
3. modifications to rights of Bondholders.
4. optional, contingent or unscheduled bond calls.
5. defeasances.
6. rating changes.
7. adverse tax opinions or events affecting the tax exempt status of the Series 2008 Bonds.
8. unscheduled draws on the debt service reserves reflecting financial difficulties.
9. unscheduled draws on the credit enhancements reflecting financial difficulties.
10. substitution of the credit or liquidity providers or their failure to perform.
11. release, substitution or sale of property securing repayment of the Series 2008 Bonds.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the City determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly file a notice of such occurrence with each Repository or the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) and (5) need not be given

under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Series 2008 Bonds pursuant to the Resolution.

SECTION 6. Termination of Reporting Obligation. The obligations of the City under the Disclosure Agreement shall remain in effect only for such period that the Series 2008 Bonds are outstanding in accordance with their terms and the terms of the Resolution and the City remains an obligated person with respect to the Series 2008 Bonds within the meaning of the Rule. The obligation of the City to provide the Annual Report and notices of the events described above shall terminate if and when the City no longer remains such an obligated person. The Disclosure Agreement also shall terminate upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action.

SECTION 7. Amendment; Waiver. Notwithstanding any other provision of the Disclosure Agreement, the City may amend the Disclosure Agreement, and non-compliance with any provision of the Disclosure Agreement may be waived, provided the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a) hereof (unless the amendment or waiver is necessary or appropriate for the City to achieve compliance with any applicable federal law or rule, or to cure any ambiguity, inconsistency, formal defect or omission in the provisions of the Disclosure Agreement), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2008 Bonds, or the type of business conducted;

(b) The Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2008 Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Series 2008 Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2008 Bonds.

In the event of any amendment or waiver of a provision of the Disclosure Agreement, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in

quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 8. Additional Information. Nothing in the Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Commitment or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by the Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by the Disclosure Agreement, the City shall have no obligation under the Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 9. Remedy for Breach. The Disclosure Agreement shall be solely for the benefit of the Beneficial Owners from time to time of the Series 2008 Bonds. The exclusive remedy for any breach of the Disclosure Agreement by the City shall be limited, to the extent permitted by law, to a right of Beneficial Owners to institute and maintain, or to cause to be instituted and maintained, such proceedings as may be authorized at law or in equity to obtain the specific performance by the City of its obligations under the Disclosure Agreement. Any holder or beneficial owner may exercise individually any such right to require the City to specifically perform its obligation to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Notwithstanding any other provisions of the Resolution or the Disclosure Agreement, any failure by the City to comply with any provision of the Disclosure Agreement shall not constitute a default under the Series 2008 Bonds or under the Resolution.

SECTION 10. Duties, Immunities and Liabilities of Dissemination Agent.

(a) For purposes of satisfying the reporting requirements of the Disclosure Agreement, the City has delegated to the Dissemination Agent the duties, functions and responsibilities of disclosing information undertaken by the City in the Disclosure Agreement. The City may, from time to time, appoint or engage an alternate or substitute Dissemination Agent to assist it in carrying out its obligations under the Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor, alternate or substitute Dissemination Agent. The Dissemination Agent (other than the City) shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to the Disclosure Agreement.

(b) The Dissemination Agent shall have only such duties as are specifically set forth in the Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under

this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2008 Bonds.

SECTION 11. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the City contained in the Disclosure Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized by law. No covenant, stipulation, obligation or agreement of the City contained in the Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the City in other than that person's official capacity.

SECTION 12. Obligated Persons. If any person, other than the City, becomes an "obligated person" with respect to the Series 2008 Bonds within the meaning of the Rule, the City shall use its best efforts to require such "obligated person" to comply with all provisions of the Rule applicable to such "obligated person."

SECTION 13. Central Post Office Mechanism for Filing. Any filing under the Disclosure Agreement may be made solely by transmitting such filing to the Texas Municipal Advisory Council (the "MAC") as provided at <http://www.disclosureusa.org>, unless the SEC has withdrawn the interpretative advice in its letter to the MAC dated September 7, 2004.

SECTION 14. Beneficiaries. The Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Beneficial Owners and Holders from time to time of the Series 2008 Bonds, and shall create no rights in any other person or entity.

SECTION 15. Severability. In case any section or provision of the Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 16. Headings. The headings preceding the text of the sections of this Disclosure Commitment are solely for convenience of reference and shall not affect the meaning, construction or effect of any of the provisions of the Disclosure Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this Disclosure Commitment to be executed by its duly authorized officer and delivered to the Participating Underwriter in connection with the original issuance and delivery of the Series 2008 Bonds, all as of the date set forth above, and the Beneficial Owners and Holders of the Series 2008 Bonds from time to time shall be deemed to have accepted the Disclosure Agreement, as contained in Section 12 of the Series Resolution and further described and specified herein, in accordance with the Rule.

CITY OF FORT LAUDERDALE, FLORIDA

By: _____
RAYMOND P. MANNION
Director of Finance

EXHIBIT A

Nationally Recognized Municipal Securities Information Repositories approved by the United States Securities and Exchange Commission:

Bloomberg Municipal Repository

100 Business Park Drive
Skillman, NJ 08558
Phone: (609) 279-3225
Fax: (609) 279-5962
Email: Munis@Bloomberg.com

DPC Data Inc.

One Executive Drive
Fort Lee, NJ 07024
Phone: (201) 346-0701
Fax: (201) 947-0107
Email: nrmsir@dpcdata.com

Interactive Data Pricing and Reference Data, Inc.

Attn: NRMSIR
100 Williams Street
New York, NY 10038
Phone: (212) 771-6999
Fax: (212) 771-7390 (Secondary Market Information)
(212) 771-7391 (Primary Market Information)
Email: NRMSIR@interactivedata.com

Standard & Poor's Securities Evaluations, Inc.

55 Water Street
45th Floor
New York, NY 10041
Phone: (212) 438-4595
Fax: (212) 438-3975
Email: nrmsir_repository@sandp.com

A list of names and addresses of all designated Nationally Recognized Municipal Securities Information Repositories as of any point in time is available by visiting the SEC's website at www.sec.gov/info/municipal/nrmsir.htm.

EXHIBIT B

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Fort Lauderdale, Florida

Name of Bond Issue: Water and Sewer Revenue Bonds, Series 2008 (the "Series 2008 Bonds")

Date of Issuance: March ____, 2008

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the Series 2008 Bonds as required by Section 12 of the Series Resolution adopted by the City Commission of the City in connection with the issuance of the Series 2008 Bonds. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

[Dissemination Agent]

By: _____

Name:

Title:

2003 Bonds and the Series 2006 Bonds were originally issued in the aggregate principal amount of \$90,000,000 and \$100,000,000, respectively, and, as of the date of issuance of the Series 2008 Bonds, will be Outstanding in the aggregate principal amount of \$80,110,000 and \$98,490,000, respectively. Additional Bonds for the purpose of financing the improvements to the Water and Sewer System detailed in the CIP are expected to be issued through the year 2011. Not including the issuance of the Series 2008 Bonds, such Additional Bonds are projected to total approximately \$160,000,000 in aggregate principal amount of Additional Bonds to be issued. See “CAPITAL IMPROVEMENT PROGRAM – Financing Future Projects” herein.

In addition to the issuance of Bonds, in connection with the implementation of the CIP, the City has borrowed funds from the State of Florida revolving loan program (the “SRF”) and expects to obtain additional SRF loans for the CIP in the future. See “CAPITAL IMPROVEMENT PROGRAM – Financing Future Projects” herein. Such SRF loans have not been incurred by the City, and are not expected to be incurred by the City in the future, as Additional Bonds or Alternative Parity Debt. As a result, such SRF loans are currently, and are expected in the future to be, payable from and secured by Net Revenues on a basis that is junior and subordinate to the pledge of and lien on Net Revenues in favor of the Series 2008 Bonds, the Series 2006 Bonds, the Series 2003 Bonds and any Additional Bonds or Alternative Parity Debt issued under the Bond Resolution.

THE CITY

The City, located in the heart of a robust, diversified growth region on the southeast coast of Florida, contains approximately 36 square miles and has an estimated population of approximately 175,500. The City was incorporated in 1911 and operates under the City Charter. The government consists of a five member City Commission elected by district, including a mayor elected at large. All elections are on a nonpartisan basis. The City Commission appoints a city manager. The current City Manager is George Gretsas, who was appointed to serve as City Manager on August 2, 2004.

The City provides a full range of municipal services, including police and fire protection, highways and streets, planning and zoning, parks and recreation, water, sewer, sanitation, economic development and public information services. Tourism is one of the City’s major economic forces, with manufacturing, industrial and commercial business and corporate and regional offices serving to diversify the City’s economic base. For more information about the City, see “APPENDIX A - General Information regarding the City of Fort Lauderdale, Florida and Broward County, Florida.”

WATER AND SEWER SYSTEM

History

The Water System. Approximately one year after the City’s incorporation in 1911, the City’s water system (the “Water System”) began operations, serving less than 100 people. The original system was replaced with a larger well, pumping station and treatment plant in 1919. In 1926 construction of the Dixie Water Treatment Plant (now known as the Walter E. Peele-Dixie

Water Treatment Plant) (the “Peele-Dixie WTP”) began and such facility was enlarged in 1939 to a capacity of 14 million gallons per day (“mgd”). The number of customer accounts served by the Water System nearly doubled between 1935 and 1945 and again by 1950, growing from 2,365 in 1935 to 5,721 in 1945, and to 11,577 by 1950. In 1950 the City purchased the Fiveash Water Treatment Plant (the “Fiveash WTP”) and increased its capacity from 8 mgd to 16 mgd in 1958. By the early 1970s, the capacity of the Peele-Dixie WTP was increased to 20 mgd, and the Fiveash WTP to 40 mgd. Together these facilities provided service to approximately 35,700 customers. The Fiveash WTP was expanded by an additional 24 mgd of capacity in the early 1980s as the Water System neared capacity.

In 1953 the City began providing water service to other nearby communities when the City entered into a contract with the Town of Lauderdale-by-the-Sea. While Lauderdale-by-the-Sea continues to own the water lines within its boundaries, the City maintains those lines and otherwise provides retail water service to the residents of that community. Other entities also purchase water from the City under similar arrangements, including the Village of Sea Ranch Lakes and parts of unincorporated Broward County. Together, the Town of Lauderdale-by-the-Sea and the Village of Sea Ranch Lakes comprise less than four percent (4%) of the total population served by the Water System. The number of retail customers that the City serves in unincorporated Broward County also comprises a small percentage of the total population served by the Water System.

Several other entities purchase water from the City on a wholesale or bulk user basis through a master meter or have emergency interconnects. These entities include the City of Wilton Manors, the City of Oakland Park, Broward County’s Port Everglades, the City of Tamarac, the Town of Davie and portions of unincorporated Broward County. The agreements for water supply between these entities and the City all have 30-year terms. Such contracts collectively represent 13.4% of the City’s total water production. Set forth below is a listing of such contracts, their current expiration dates and the percentage of total production of the Water System represented by each contract.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

Water User Contracts

<u>Large User</u>	<u>Effective Dates of Agreement</u>	<u>% of Total Water System Production</u>
Broward County	1994 - 2024	0.001%
Town of Davie	1987 - 2017	0.116
City of Oakland Park	1994 - 2024	9.012
Broward County’s Port Everglades ⁽¹⁾	2002 - 2032	0.847
City of Tamarac	1994 - 2024	0.280
City of Wilton Manors	2005 - 2025	<u>3.114</u>
TOTAL		<u>13.370%</u>

Source: The Feasibility Report.

- (1) Since 2004, the City has been providing retail water service to some tenants at Broward County’s Port Everglades but continues also to provide wholesale water service at Port Everglades.

The Sewer System. Prior to construction of the G. T. Lohmeyer Wastewater Treatment Plant (the “Lohmeyer WWTP”) in the 1970s, the Sewer System of the City (the “Sewer System”) was comprised of numerous small sewer treatment facilities housed at various locations around the City. The construction of the Sewer System began in 1927 but, due to the impacts of a hurricane and local economic downturn, was not completed until 1937. In the 1940s and 1950s, the population of the City grew more rapidly than the Sewer System. As a result, new developments were often served by septic systems. By the late 1950s, the City began to expand the Sewer System to serve all areas of the City. Most new developments subsequent to 1950 were required to install sanitary sewers as well. Expansion of the wastewater collection system was limited until 1957, when the City began expanding the Sewer System into unserved areas, beginning from the beach area and extending west. However, expansion of the gravity wastewater system slowed considerably in the late 1970s and 1980s, as available capital funds were used to consolidate and upgrade the wastewater treatment plants of the Sewer System. Currently, approximately eighty percent (80%) of the residents of the City are serviced by the Sewer System. The City has a program to actively pursue expansion of its wastewater collection system into areas that are not currently serviced by the Sewer System. Except for a relatively small number of residents that are not expected to be provided service from the Sewer System, it is anticipated that all of the City’s residents will have access to the Sewer System by 2011 and that substantially all of the City’s residents will be connected to the Sewer System by 2011.

Construction of the Lohmeyer WWTP began in the mid-1970s. The Lohmeyer WWTP was designed to serve the entire City, as well as the City of Oakland Park, the City of Wilton Manors, Broward County’s Port Everglades, portions of the Town of Davie and portions of the City of Tamarac. The City has negotiated contractual agreements with each of these large regional Sewer System users. All of these contracts were amended in 2001 and are now scheduled to expire in 2021. After constructing the Lohmeyer WWTP, the City closed all of the smaller wastewater

treatment facilities that had previously been used to operate the Sewer System. The Lohmeyer WWTP has a permitted capacity of 55.7 mgd.

Organizational Structure

Organization and Management. Operation of the Water System and the Sewer System is the responsibility of the City’s Public Works Department (the “Public Works Department”). In addition, the Public Works Department manages the operation of the City’s stormwater drainage system and solid waste collection system. The Public Works Department currently employs approximately 602 full-time equivalent staff and is composed of the following ten divisions:

Administration and Finance	Engineering
Distribution and Collection	Water and Wastewater Treatment
Solid Waste	Utilities Engineering
Process Control	Facilities Maintenance
Customer Service	Environmental Services

Set forth below is a description of the ten divisions of the Public Works Department:

- Operation and maintenance of the potable water distribution facilities for the Water System and of the collection facilities for the Sewer System and the Stormwater Drainage System is the responsibility of the Distribution and Collection Division. The division employs approximately 173 personnel.
- The Peele-Dixie WTP, the Fiveash WTP and the Lohmeyer WWTP are operated by the Water and Wastewater Treatment Division. The laboratories section of this division provides inspection and monitoring services as well as chemical and microbiological analysis for the Water System, the Sewer System and the Stormwater Drainage System. The Stormwater and Wastewater Subdivision is responsible for permitting, field inspections, industrial pretreatment and backflow monitoring. The Water and Wastewater Treatment Division has a staff of approximately 98 people.
- The Engineering Division is responsible for the planning, design and construction of projects for the Water and Sewer System, as well as all other municipal facilities. The division has a staff of approximately 86 people.
- The Solid Waste Division manages the provision of solid waste services and lot and street cleaning services provided by the City. The division has a staff of approximately 65 people.
- The Facilities Maintenance Division provides grounds maintenance, security at City Hall and other maintenance and repair services to the other divisions of the City’s Public Works Department. The Facilities Maintenance Division has a staff of approximately 61 people.

- The Customer Service Division is responsible for customer contacts, meter readings and field services. The division also operates a 24 hour call center and repair crew for after-hours emergencies. The Customer Service Division has a staff of approximately 50 people.
- The Utilities Engineering Division manages the City’s *WaterWorks* 2011 Program. See “CAPITAL IMPROVEMENT PROGRAM” herein. The management team consist of approximately 49 people and is comprised of staff of the City and of the City’s consultants.
- The Administration and Finance Division provides clerical, record keeping, personnel services, training, safety, finance, inventory and other managerial and administrative services to other divisions of the Public Works Department, as well as computer operations support services. The Administration Division has a staff of approximately 27 people.
- The Environmental Services Division coordinates environmental resources and related compliance programs for the Public Works Department. The division also develops, implements and maintains strategic, fiscal and capital improvement plans for the Public Works Department, identifies long-range water resources management concerns, coordinates long-range financing for water resources management projects and develops and prepares recommendations and reports related to environmental issues and applicable regulatory and legislative issues. The division is also responsible for stormwater management and expanding environmental outreach efforts to facilitate awareness of potential environmental issues. The Environmental Services Division has a staff of approximately 10 people.
- The Process Control Division is responsible for all technology-related matters of the Public Works Department, including office automation and computer automation in the treatment facilities, pump stations and wellfields. The division has a staff of approximately 8 people.

The Director of the Public Works Department is Albert Carbon, P.E., registered civil engineer in Florida and California. Mr. Carbon has been director of the Public Works Department since October 2004. Prior to serving as director of the Public Works Department, Mr. Carbon was the Public Works Director for the City of South Pasadena, California.

Training Programs and Certifications. The City has an active training program for its field crews and operations and maintenance staff, including monthly safety meetings and quarterly courses on various safety related subjects. All of the operators of the Water System, the Sewer System and the Stormwater Drainage System must be licensed or certified by the State of Florida as a condition of their employment as an operator. The City’s environmental laboratories are certified by the Florida Department of Environmental Protection (“FDEP”) and by the Florida Department of Health for collecting environmental water samples and conducting water quality analyses.

Government Regulations

The Water System and the Sewer System are subject to federal, state, regional and local regulation. Federal regulatory jurisdiction is vested in the United States Environmental Protection Agency (the “EPA”). The Water System must comply with the Federal Safe Drinking Water Act. However, the EPA has delegated the primary responsibility for enforcement of drinking water standards to the State of Florida. The Sewer System must comply with the Federal Water Pollution Control Act and the 1977 Clean Water Act Amendments. The EPA has retained jurisdiction over the enforcement of the federal laws and the National Pollution Discharge Elimination System (“NPDES”).

The State, acting through FDEP, has its own system of operational permits which govern the Water System and the Sewer System. On a regional level, the South Florida Water Management District (“SFWMD”) controls groundwater withdrawals through consumptive use permits, which stipulate the maximum annual and daily withdrawals for two (2) to five (5) years. Locally, the Broward County Department of Natural Resource Protection has its own licensing system for wastewater plants and a monitoring and enforcement process and the Broward County Health Department has jurisdiction over the treatment of potable water.

The Water System

Service Area and Customer Base. The City provides water across several governmental jurisdictions in central Broward County. In some areas, the City owns and maintains the water distribution system. In others areas, the City sells bulk water for redistribution by another agency or entity. The Water System consist of groundwater withdrawal, treatment, transmission, storage and distribution facilities and includes two water treatment plants (the Peele-Dixie WTP and the Fiveash WTP) with associated wellfields and a distribution system consisting of over 750 miles of pipe.

The City provides retail water service to most of the area within its corporate limits. Several areas north, east, and west of the City’s Executive Airport and approximately one-half of the Rock Island area that was annexed by the City in 2005 receive water service from Broward County. The City also provides direct retail water service to the Town of Lauderdale-by-the-Sea, the Village of Sea Ranch Lakes, some tenants in Port Everglades and parts of unincorporated Broward County. In 2005 the City had 56,876 direct retail and master metered customers, of which 42,632 were residential customers, 5,119 were commercial customers, 2,769 were from condominiums, 356 were governmental customers, 46 were from master meters and 5,954 were customers receiving service for irrigation sprinklers. The City also provides water on a wholesale basis to the cities of Oakland Park, Tamarac and Wilton Manors, to the Town of Davie, portions of unincorporated Broward County and to Broward County’s Port Everglades.

Prior to 1980, the population growth rate in the service area for the Water System was relatively rapid. However, the service area population peaked at approximately 250,000 people in the mid-1980s and declined thereafter until 1991. The estimated population of the service area has since been growing and is currently estimated to be approximately 240,000 people. The population

In the opinion of Squire, Sanders & Dempsey L.L.P., Bond Counsel, under existing law (i) assuming continuing compliance with certain covenants and the accuracy of certain representations, interest on the Series 2006 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and (ii) the Series 2006 Bonds and the income thereon are exempt from taxation under the laws of the State of Florida, except estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. Interest on the Series 2006 Bonds may be subject to certain federal taxes imposed only on certain corporations, including the corporate alternative minimum tax on a portion of that interest. For a more complete discussion of the tax aspects relating to the Series 2006 Bonds, see the discussion under the heading "TAX MATTERS" herein.



\$100,000,000
CITY OF FORT LAUDERDALE, FLORIDA
Water and Sewer Revenue Bonds, Series 2006

Dated: Date of Delivery**Due: March 1 and September 1,
as shown on inside cover page**

The City of Fort Lauderdale, Florida Water and Sewer Revenue Bonds, Series 2006 (the "Series 2006 Bonds") will be issued by the City of Fort Lauderdale, Florida (the "City") as fully registered bonds, without coupons, in denominations of \$5,000 and integral multiples thereof and when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2006 Bonds. Purchasers will not receive certificates representing their ownership interests in the Series 2006 Bonds purchased. See "THE SERIES 2006 BONDS - Book-Entry Only System" herein. Interest on the Series 2006 Bonds will accrue from their date of delivery and will be payable on March 1, 2007 and semiannually on each September 1 and March 1 thereafter. The City will serve as the initial Bond Registrar and Paying Agent (the "Paying Agent") for the Series 2006 Bonds. While the Series 2006 Bonds are registered through the DTC Book-Entry-Only system, principal of and interest on the Series 2006 Bonds will be payable by the Paying Agent to DTC.

The proceeds of the Series 2006 Bonds are being issued to (i) finance a portion of the Costs of improving and upgrading the City's Water and Sewer System (the "Water and Sewer System"); (ii) make a deposit to the Reserve Account to provide the additional amount needed upon issuance of the Series 2006 Bonds to satisfy the Reserve Account Requirement (as such terms are defined herein); and (iii) pay the costs of issuing the Series 2006 Bonds, including the premium for issuing the financial guaranty insurance policy for the Series 2006 Bonds. The Series 2006 Bonds are payable from and secured by a lien on and pledge of the Net Revenues derived from the City's ownership or operation of the Water and Sewer System and certain other moneys held under the Resolution (as defined herein), on a parity with the City's outstanding Water and Sewer Revenue Bonds, Series 2003. See "SECURITY FOR THE SERIES 2006 BONDS" herein.

The Series 2006 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as described herein.

THE CITY IS OBLIGATED TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2006 BONDS SOLELY FROM THE NET REVENUES AND CERTAIN OTHER MONEYS, AS DESCRIBED IN THE RESOLUTION. THE SERIES 2006 BONDS SHALL NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. THE FAITH AND CREDIT OF THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2006 BONDS. THE ISSUANCE OF THE SERIES 2006 BONDS SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY TAXES WHATSOEVER THEREFOR, OR TO MAKE ANY APPROPRIATION FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2006 BONDS, EXCEPT AS PROVIDED IN THE RESOLUTION.

Payment of the principal of and interest on the Series 2006 Bonds, when due, will be insured by a financial guaranty insurance policy to be issued by MBIA Insurance Corporation simultaneously with the delivery of the Series 2006 Bonds. See "MUNICIPAL BOND INSURANCE" herein.



This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2006 Bonds are offered, subject to prior sale when, as and if issued by the City, subject to the approval of their legality by Squire, Sanders & Dempsey L.L.P., Miami, Florida, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by Harry A. Stewart, Esquire, City Attorney. Certain legal matters relating to disclosure will be passed upon for the City by the Law Offices of Steve E. Bullock, P.A., Miramar, Florida, Disclosure Counsel. Dunlap & Associates, Inc., Winter Park, Florida, and Fidelity Financial Services, L.C., Hollywood, Florida, are acting as Co-Financial Advisors to the City. It is expected that settlement on the Series 2006 Bonds will occur through the facilities of DTC in New York, New York on or about October 4, 2006.

Merrill Lynch & Co.

DAC Bond[®]

Dated: September 19, 2006

CAM #15-0995

CONTINUING DISCLOSURE COMMITMENT

This CONTINUING DISCLOSURE COMMITMENT dated as of October ____, 2006 is executed and delivered by the CITY OF FORT LAUDERDALE, FLORIDA, a political subdivision duly organized and existing under the Constitution and laws of the State of Florida (the “City”) in connection with the issuance of \$100,000,000 in aggregate principal amount of City of Fort Lauderdale, Florida Water and Sewer Revenue Bonds, Series 2006 (the “Series 2006 Bonds”). The Series 2006 Bonds are being issued pursuant to Resolution No. 03-29 adopted by the City Commission of the City (the “City Commission”) on February 18, 2003 (the “Bond Resolution”), as supplemented by Resolution No. 06-142 adopted by the City Commission on September 6, 2006 (the “Series Resolution” and, together with the Bond Resolution, the “Resolution”). The City covenants and agrees as follows:

SECTION 1. Purpose of Disclosure Commitment. This Disclosure Commitment is being executed and delivered by the City in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission (the “SEC”). This Disclosure Commitment, together with Section 12 of the Series Resolution (collectively, the “Disclosure Agreement”) shall constitute the continuing disclosure agreement of the City in accordance with the requirements of the Rule for the benefit of the Beneficial Owners and Holders from time to time of the Series 2006 Bonds.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Commitment, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Commitment.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2006 Bonds (including persons holding Series 2006 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2006 Bonds for federal income tax purposes.

“Business Day” shall mean any day other than a Saturday, Sunday or a day when banks in the City of New York, New York, or in the City of Fort Lauderdale, Florida, or in the city in which the principal offices of the Bond Registrar are required or authorized by law to be closed or on which the New York Stock Exchange is closed.

“Dissemination Agent” shall mean Digital Assurance Certification, L.L.C., or any successor or alternate Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Commitment.

“National Repository” shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule, as such are approved from time to time by the SEC, and initially shall constitute the entities set forth on Exhibit A of this Disclosure Commitment.

“Participating Underwriter” shall mean any of the original underwriters of the Series 2006 Bonds required to comply with the Rule in connection with offering of the Series 2006 Bonds.

“Repository” shall mean each National Repository and each State Repository.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Florida.

“State Repository” shall mean any public or private repository or entity designated by the State as a state repository for purposes of the Rule and recognized as such by the SEC. As of the date of this Disclosure Commitment, there is no State Repository.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the 243rd day following the end of each Fiscal Year, commencing with the Fiscal Year ending September 30, 2006, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Commitment (provided, however, that the information referred to in Section 4(b) may be provided no later than September 1 of each year, commencing September 1, 2007 with respect to the report for the 2006-2007 Fiscal Year). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Commitment; provided, however, that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if the audited financial statements are not available by that date. If the City’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than ten (10) Business Days prior to the date the Annual Report is to be filed with each Repository, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If the City is unable to provide to the Repositories an Annual Report by the date required in subsection (a) of this Section, or if the City shall fail to provide the Annual Report to the Dissemination Agent in time for the Dissemination Agent to deliver the Annual Report to the Repositories by the date required in subsection (a) of this Section, the City or the Dissemination Agent, as applicable, shall send a notice to each Repository or to the Municipal Securities Rulemaking Board

established by the SEC (the “MSRB”) in substantially the form attached as Exhibit B to this Disclosure Commitment.

(c) In addition to filing the notice required by subsection (b) of this Section, as applicable, the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and the State Repository, if any; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to the Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The City’s Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, which may be a part of the City’s comprehensive audited financial report. If the City’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report may contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement for the Series 2006 Bonds, if available, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Any portion of an annual report of the Consulting Engineers relating to the Water and Sewer System, prepared in accordance with Section 703 of the Bond Resolution (or pursuant to any other requirements of the Water and Sewer System for the preparation of a similar study or report), to the extent such report or a portion thereof (i) updates information provided in the Official Statement prepared in connection with the issuance of the Series 2006 Bonds and (ii) is filed with the City (the “Engineer’s Report”).

(c) To the extent such information is not otherwise included as part of the annual audited financial statements of the City or the Engineer’s Report, updated information from that set forth in the Official Statement for the Series 2006 Bonds under the subheadings “History,” “Organizational Structure” and “Governmental Regulations” of the section “WATER AND SEWER SYSTEM.”

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each of the Repositories or the SEC. If the document included by reference

is a final official statement, such final official statement must be available from the MSRB. The City shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2006 Bonds, if material:

1. principal and interest payment delinquencies.
2. non-payment related defaults.
3. modifications to rights of Bondholders.
4. optional, contingent or unscheduled bond calls.
5. defeasances.
6. rating changes.
7. adverse tax opinions or events affecting the tax exempt status of the Series 2006 Bonds.
8. unscheduled draws on the debt service reserves reflecting financial difficulties.
9. unscheduled draws on the credit enhancements reflecting financial difficulties.
10. substitution of the credit or liquidity providers or their failure to perform.
11. release, substitution or sale of property securing repayment of the Series 2006 Bonds.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the City determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly file a notice of such occurrence with each Repository or the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) and (5) need not be given

under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Series 2006 Bonds pursuant to the Resolution.

SECTION 6. Termination of Reporting Obligation. The obligations of the City under the Disclosure Agreement shall remain in effect only for such period that the Series 2006 Bonds are outstanding in accordance with their terms and the terms of the Resolution and the City remains an obligated person with respect to the Series 2006 Bonds within the meaning of the Rule. The obligation of the City to provide the Annual Report and notices of the events described above shall terminate if and when the City no longer remains such an obligated person. The Disclosure Agreement also shall terminate upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action.

SECTION 7. Amendment; Waiver. Notwithstanding any other provision of the Disclosure Agreement, the City may amend the Disclosure Agreement, and non-compliance with any provision of the Disclosure Agreement may be waived, provided the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a) hereof (unless the amendment or waiver is necessary or appropriate for the City to achieve compliance with any applicable federal law or rule, or to cure any ambiguity, inconsistency, formal defect or omission in the provisions of the Disclosure Agreement), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2006 Bonds, or the type of business conducted;

(b) The Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2006 Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Series 2006 Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2006 Bonds.

In the event of any amendment or waiver of a provision of the Disclosure Agreement, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible,

in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 8. Additional Information. Nothing in the Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Commitment or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by the Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by the Disclosure Agreement, the City shall have no obligation under the Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 9. Remedy for Breach. The Disclosure Agreement shall be solely for the benefit of the Beneficial Owners from time to time of the Series 2006 Bonds. The exclusive remedy for any breach of the Disclosure Agreement by the City shall be limited, to the extent permitted by law, to a right of Beneficial Owners to institute and maintain, or to cause to be instituted and maintained, such proceedings as may be authorized at law or in equity to obtain the specific performance by the City of its obligations under the Disclosure Agreement. Any holder or beneficial owner may exercise individually any such right to require the City to specifically perform its obligation to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Notwithstanding any other provisions of the Resolution or the Disclosure Agreement, any failure by the City to comply with any provision of the Disclosure Agreement shall not constitute a default under the Series 2006 Bonds or under the Resolution.

SECTION 10. Duties, Immunities and Liabilities of Dissemination Agent.

(a) For purposes of satisfying the reporting requirements of the Disclosure Agreement, the City has delegated to the Dissemination Agent the duties, functions and responsibilities of disclosing information undertaken by the City in the Disclosure Agreement. The City may, from time to time, appoint or engage an alternate or substitute Dissemination Agent to assist it in carrying out its obligations under the Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor, alternate or substitute Dissemination Agent. The Dissemination Agent (other than the City) shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to the Disclosure Agreement.

(b) The Dissemination Agent shall have only such duties as are specifically set forth in the Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under

this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2006 Bonds.

SECTION 11. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the City contained in the Disclosure Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized by law. No covenant, stipulation, obligation or agreement of the City contained in the Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the City in other than that person's official capacity.

SECTION 12. Obligated Persons. If any person, other than the City, becomes an "obligated person" with respect to the Series 2006 Bonds within the meaning of the Rule, the City shall use its best efforts to require such "obligated person" to comply with all provisions of the Rule applicable to such "obligated person."

SECTION 13. Central Post Office Mechanism for Filing. Any filing under the Disclosure Agreement may be made solely by transmitting such filing to the Texas Municipal Advisory Council (the "MAC") as provided at <http://www.disclosureusa.org>, unless the SEC has withdrawn the interpretative advice in its letter to the MAC dated September 7, 2004.

SECTION 14. Beneficiaries. The Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Beneficial Owners and Holders from time to time of the Series 2006 Bonds, and shall create no rights in any other person or entity.

SECTION 15. Severability. In case any section or provision of the Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 16. Headings. The headings preceding the text of the sections of this Disclosure Commitment are solely for convenience of reference and shall not affect the meaning, construction or effect of any of the provisions of the Disclosure Agreement.

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IN WITNESS WHEREOF, the City has caused this Disclosure Commitment to be executed by its duly authorized officer and delivered to the Participating Underwriter in connection with the original issuance and delivery of the Series 2006 Bonds, all as of the date set forth above, and the Beneficial Owners and Holders of the Series 2006 Bonds from time to time shall be deemed to have accepted the Disclosure Agreement, as contained in Section 12 of the Series Resolution and further described and specified herein, in accordance with the Rule.

CITY OF FORT LAUDERDALE, FLORIDA

By: _____
BETTY J. BURRELL, Director of Finance

EXHIBIT A

Nationally Recognized Municipal Securities Information Repositories approved by the United States Securities and Exchange Commission:

Bloomberg Municipal Repository

100 Business Park Drive
Skillman, NJ 08558
Phone: (609) 279-3225
Fax: (609) 279-5962
Email: Munis@Bloomberg.com

DPC Data Inc.

One Executive Drive
Fort Lee, NJ 07024
Phone: (201) 346-0701
Fax: (201) 947-0107
Email: nrmsir@dpcdata.com

FT Interactive Data

Attn: NRMSIR
100 Williams Street
New York, NY 10038
Phone: (212) 771-6999
Fax: (212) 771-7390 (Secondary Market Information)
(212) 771-7391 (Primary Market Information)
Email: NRMSIR@interactivedata.com

Standard & Poor's Securities Evaluations, Inc.

55 Water Street
45th Floor
New York, NY 10041
Phone: (212) 438-4595
Fax: (212) 438-3975
Email: nrmsir_repository@sandp.com

A list of names and addresses of all designated Nationally Recognized Municipal Securities Information Repositories as of any point in time is available by visiting the SEC's website at www.sec.gov/info/municipal/nrmsir.htm.

EXHIBIT B

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Fort Lauderdale, Florida

Name of Bond Issue: Water and Sewer Revenue Bonds, Series 2006 (the "Series 2006 Bonds")

Date of Issuance: October ____, 2006

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the Series 2006 Bonds as required by Section 12 of the Series Resolution adopted by the City Commission of the City in connection with the issuance of the Series 2006 Bonds. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

[Dissemination Agent]

By: _____

Name:

Title:

WATER AND SEWER SYSTEM

History

The Water System. Approximately one year after the City's incorporation in 1911, the City's water system (the "Water System") began operations, serving less than 100 people. The original system was replaced with a larger well, pumping station and treatment plant in 1919. In 1926 construction of the Dixie Water Treatment Plant (now known as the Walter E. Peele-Dixie Water Treatment Plant) (the "Peele-Dixie WTP") began and such facility was enlarged in 1939 to a capacity of 14 million gallons per day ("mgd"). The number of customer accounts served by the Water System nearly doubled between 1935 and 1945 and again by 1950, growing from 2,365 in 1935 to 5,721 in 1945, and to 11,577 by 1950. In 1950 the City purchased the Fiveash Water Treatment Plant (the "Fiveash WTP") and increased its capacity from 8 mgd to 16 mgd in 1958. By the early 1970s, the capacity of the Peele-Dixie WTP was increased to 20 mgd, and the Fiveash WTP to 40 mgd. Together these facilities provided service to approximately 35,700 customers. The Fiveash WTP was expanded by an additional 24 mgd of capacity in the early 1980s as the Water System neared capacity.

In 1953 the City began providing water service to other nearby communities when the City entered into a contract with the Town of Lauderdale-by-the-Sea. While Lauderdale-by-the-Sea continues to own the water lines within its boundaries, the City maintains those lines and otherwise provides retail water service to the residents of that community. Other entities also purchase water from the City under similar arrangements, including the Village of Sea Ranch Lakes and parts of unincorporated Broward County. Together, the Town of Lauderdale-by-the-Sea and the Village of Sea Ranch Lakes comprise less than 4.0% of the total population served by the Water System. The number of retail customers that the City serves in unincorporated Broward County also comprises a small percentage of the total population served by the Water System.

Several other entities purchase water from the City on a wholesale or bulk user basis through a master meter or have emergency interconnects. These entities include the City of Wilton Manors, the City of Oakland Park, Broward County's Port Everglades, the City of Tamarac, the Town of Davie and portions of unincorporated Broward County. The agreements for water supply between these entities and the City all have 30-year terms. Such contracts collectively represent 13.4% of the City's total water production. Set forth below is a listing of such contracts, their current expiration dates and the percentage of total production of Water System represented by each contract.

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Water User Contracts

<u>Large User</u>	<u>Effective Dates of Agreement</u>	<u>% of Total Water System Production</u>
Broward County	1994 - 2024	0.001%
Town of Davie	1987 - 2017	0.116
City of Oakland Park	1994 - 2024	9.012
Broward County’s Port Everglades	2002 - 2032	0.847
City of Tamarac	1994 - 2024	0.280
City of Wilton Manors	2005 - 2025	3.114

Source: The Feasibility Report.

The Sewer System. Prior to construction of the G. T. Lohmeyer Wastewater Treatment Plant (the “Lohmeyer WWTP”) in the 1970s, the Sewer System of the City (the “Sewer System”) was comprised of numerous small sewer treatment facilities housed at various locations around the City. The construction of the Sewer System began in 1927 but, due to the impacts of a hurricane and local economic downturn, was not completed until 1937. In the 1940s and 1950s, the population of the City grew more rapidly than the Sewer System. As a result, new developments were often served by septic systems.

By the late 1950s, the City began to expand the Sewer System to serve all areas of the City. Most new developments subsequent to 1950 were required to install sanitary sewers as well. Expansion of the wastewater collection system was limited until 1957, when the City began expanding the Sewer System into unserved areas, beginning from the beach area and extending west. However, expansion of the gravity wastewater system slowed considerably in the late 1970s and 1980s, as available capital funds were used to consolidate and upgrade the wastewater treatment plants of the Sewer System. Currently, approximately eighty-five percent (85%) of the residents of the City are serviced by the Sewer System. The City has a program to actively pursue expansion of its wastewater collection system into areas that are not currently serviced by the Sewer System. It is anticipated that all of the City’s residents will be connected to the Sewer System by 2011.

Construction of the Lohmeyer WWTP began in the mid-1970s. The Lohmeyer WWTP was designed to serve the entire City, as well as the City of Oakland Park, the City of Wilton Manors, Broward County’s Port Everglades, portions of the Town of Davie and portions of the City of Tamarac. The City has negotiated contractual agreements with each of these large regional Sewer System users. All of these contracts were amended in 2001 and are now scheduled to expire in 2021. After constructing the Lohmeyer WWTP, the City closed all of the smaller wastewater treatment facilities that had previously been used to operate the Sewer System. The Lohmeyer WWTP has a permitted capacity of 55.7 mgd.

Organizational Structure

Organization and Management. Operation of the Water System and the Sewer System is the responsibility of the City's Public Works Department (the "Public Works Department"). In addition, the Public Works Department manages the operation of the City's stormwater drainage system and solid waste collection system. The Public Works Department currently employs approximately 587 people and is composed of the following eight divisions:

Administration	Customer Service	Engineering and Project Management
Distribution and Collection	Treatment	Maintenance
Solid Waste	Utilities Engineering	

Set forth below is a description of the eight divisions of the Public Works Department:

- The Administration Division provides clerical, record keeping, personnel services, training, safety, finance, inventory and other managerial and administrative services to other divisions of the Public Works Department, as well as computer operations support services, including computerized controls for the collection, treatment, distribution and disposal facilities of the Water System, the Sewer System and the Stormwater Drainage System. The Administration Division has a staff of approximately 25 people.
- The Customer Service Division is responsible for customer contacts, meter readings and field services. The division has a staff of approximately 49 people.
- The Engineering and Project Management Division is responsible for the planning, design and construction of projects for the Water and Sewer System, as well as all other municipal facilities. The division has a staff of approximately 96 people.
- Operation and maintenance of the potable water distribution facilities for the Water System and of the collection facilities for the Sewer System and the Stormwater Drainage System is the responsibility of the Distribution and Collection Division. The division employs approximately 176 personnel.
- The Peele-Dixie WTP, the Fiveash WTP and the Lohmeyer WWTP are operated by the Treatment Division. The laboratories section of the Treatment Division provides inspection and monitoring services as well as chemical and microbiological analysis for the Water System, the Sewer System and the Stormwater Drainage System. The Stormwater and Wastewater Subdivision is responsible for permitting, field inspections, industrial pretreatment and backflow monitoring. The Treatment Division has a staff of approximately 95 people.
- The Maintenance Division is responsible for the operation and maintenance of the City's wellfields and pump and lift stations. The division also provides grounds maintenance, security at City Hall and other maintenance and repair services to the

other divisions of the City's Public Works Department. The Maintenance Division has a staff of approximately 61 people.

- The Solid Waste Division manages provision of solid waste services and lot and street cleaning services provided by the City. The division has a staff of approximately 60 people.
- The Utilities Engineering Division manages the CIP. See "CAPITAL IMPROVEMENT PROGRAM" herein. The management team consist of approximately 50 people and is comprised of staff of the City and of the City's consultants.

The Director of the Public Works Department is Albert Carbon, P.E., registered civil engineer in Florida and California. Mr. Carbon has been director of the Public Works Department since October 2004. Prior to serving as director of the Public Works Department, Mr. Carbon was the Public Works Director for the City of South Pasadena, California.

Training Programs and Certifications. The City has an active training program for its field crews and operations and maintenance staff, including monthly safety meetings and quarterly courses on various safety related subjects. All of the operators of the Water System, the Sewer System and the Stormwater Drainage System must be licensed or certified by the State of Florida as a condition of their employment as an operator. The City's environmental laboratories are certified by the Florida Department of Environmental Protection ("FDEP") and by the Florida Department of Health for collecting environmental water samples and conducting water quality analyses.

Government Regulations

The Water System and the Sewer System are subject to federal, state, regional and local regulation. Federal regulatory jurisdiction is vested in the United States Environmental Protection Agency (the "EPA"). The Water System must comply with the Federal Safe Drinking Water Act; however, the EPA has delegated the primary responsibility for enforcement of drinking water standards to the State of Florida. The Sewer System must comply with the Federal Water Pollution Control Act and the 1977 Clean Water Act Amendments. The EPA has retained jurisdiction over the enforcement of the federal laws and the National Pollution Discharge Elimination System ("NPDES").

The State, acting through FDEP, has its own system of operational permits which govern the Water System and the Sewer System. On a regional level, the South Florida Water Management District ("SFWMD") controls groundwater withdrawals through consumptive use permits, which stipulate the maximum annual and daily withdrawals for two (2) to five (5) years. Locally, the Broward County Department of Natural Resource Protection has its own licensing system for wastewater plants and a monitoring and enforcement process and the Broward County Health Department has jurisdiction over the treatment of potable water.

In the opinion of Squire, Sanders & Dempsey L.L.P., Bond Counsel, under existing law (i) assuming continuing compliance with certain covenants and the accuracy of certain representations, interest on the Series 2005 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations and (ii) the Series 2005 Bonds and the income thereon are exempt from taxation under the laws of the State of Florida, except estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. Interest on the Series 2005 Bonds may be subject to certain federal taxes imposed only on certain corporations, including the corporate alternative minimum tax on a portion of that interest. For a more complete discussion of the tax aspects relating to the Series 2005 Bonds, see the discussion under the heading "TAX MATTERS" herein.



**\$20,000,000
CITY OF FORT LAUDERDALE, FLORIDA
General Obligation Bonds, Series 2005
(Fire-Rescue Facilities)**

Dated: Date of Delivery

Due: July 1, as shown below

The \$20,000,000 General Obligation Bonds, Series 2005 (Fire-Rescue Facilities) (the "Series 2005 Bonds") are being issued by the City of Fort Lauderdale, Florida (the "City") under the authority of the Act (as defined herein), Resolution No. 04-145 adopted by the City Commission of the City (the "City Commission") on July 26, 2004 and Resolution No. 05-460 adopted by the City Commission on May 10, 2005 (collectively, the "Bond Resolution").

The Series 2005 Bonds are being issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof. When issued, the Series 2005 Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2005 Bonds will be made in book-entry-only form, without certificates. The City will serve as the initial Paying Agent and Bond Registrar for the Series 2005 Bonds. Interest on the Series 2005 Bonds shall be paid semi-annually on January 1 and July 1 of each year, commencing January 1, 2006. So long as the Series 2005 Bonds shall be in book-entry-only form, payment of the principal of and interest on the Series 2005 Bonds are payable to Cede & Co., as registered owner thereof, and will be redistributed by DTC and the DTC Participants to the Beneficial Owners (see "DESCRIPTION OF THE SERIES 2005 BONDS - Book-Entry-Only System" herein). The Series 2005 Bonds are subject to redemption prior to maturity as described herein.

The Series 2005 Bonds are being issued to pay (i) a portion of the cost of acquiring, designing, constructing, developing, improving, equipping and furnishing certain new and existing fire-rescue facilities within the City, as described herein, and (ii) certain costs of issuance of the Series 2005 Bonds. See "PURPOSE OF THE SERIES 2005 BONDS" herein. The Series 2005 Bonds will be general obligations of the City, payable from unlimited ad valorem taxes levied annually on all taxable property in the City (excluding exemptions provided by law). The full faith, credit and taxing power of the City are irrevocably pledged for the payment of the principal of and interest on the Series 2005 Bonds as the same shall become due and payable.

Payment of the principal of and interest on the Series 2005 Bonds, when due, will be insured by a financial guaranty insurance policy to be issued by MBIA Insurance Corporation simultaneously with the delivery of the Series 2005 Bonds. See "MUNICIPAL BOND INSURANCE" in this Official Statement.



MATURITIES, AMOUNTS, INTEREST RATES, PRICES OR YIELDS AND INITIAL CUSIP NUMBERS

Maturity (July 1)	Principal Amount	Interest Rate	Price or Yield	Initial CUSIP No.*	Maturity (July 1)	Principal Amount	Interest Rate	Price or Yield	Initial CUSIP No.*
2006	\$325,000	3.000%	2.700%	347550HT5	2019	\$585,000	4.000%	100.683	347550JG1
2007	395,000	3.000	2.750	347550HU2	2020	610,000	4.000	4.000%	347550JH9
2008	410,000	3.000	2.830	347550HV0	2021	635,000	4.000	4.050	347550JJ5
2009	420,000	3.000	2.900	347550HW8	2022	655,000	4.000	4.100	347550JK2
2010	430,000	3.000	3.000	347550HX6	2023	685,000	4.000	4.130	347550JL0
2011	445,000	3.000	3.100	347550HY4	2024	710,000	4.125	4.170	347550JM8
2012	460,000	3.100	3.200	347550HZ1	2025	740,000	4.125	4.200	347550JN6
2013	475,000	3.200	3.300	347550JA4	2026	770,000	4.250	4.250	347550JP1
2014	490,000	3.300	3.400	347550JB2	2027	805,000	4.250	4.270	347550JQ9
2015	505,000	4.000	103.476	347550JC0	2028	840,000	4.250	4.320	347550JR7
2016	525,000	4.000	102.559	347550JD8	2029	875,000	4.250	4.340	347550JS5
2017	545,000	4.000	101.720	347550JE6	2030	910,000	4.250	4.350	347550JT3
2018	565,000	4.000	101.373	347550JF3	2031	950,000	4.250	4.360	347550JU0
					2032	995,000	4.300	4.370	347550JV8

\$3,245,000 4.375% Term Series 2005 Bonds Due July 1, 2035 - Price: 100% - Initial CUSIP Number 347550JW6

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2005 Bonds are offered, subject to prior sale when, as and if issued by the City, subject to the approval of their legality by Squire, Sanders & Dempsey L.L.P., Miami, Florida, Bond Counsel and certain other conditions. Certain legal matters will be passed upon for the City by Harry A. Stewart, Esquire, City Attorney. Certain legal matters relating to disclosure will be passed upon for the City by the Law Offices of Steve E. Bullock, P.A., Miramar, Florida, Disclosure Counsel. Dunlap & Associates, Inc., Winter Park, Florida, and Fidelity Financial Services, L.C., Hollywood, Florida, are acting as Co-Financial Advisors to the City. It is expected that settlement on the Series 2005 Bonds will occur through the facilities of DTC in New York, New York on or about June 16, 2005.



**A.G. Edwards & Sons, Inc.
Morgan Keegan & Company, Inc.**

**RBC Dain Rauscher
Davenport & Co.**

**CIBC World Markets
SunTrust Capital Markets**

**Axelrod Associates
Guzman & Company
Melvin Securities**

**SBK Brooks Investment Corp.
Hutchinson, Shockey, Erley & Co.**

**First Southwest Company
Edward D. Jones & Co.
Oppenheimer & Co.**

Dated: June 2, 2005

DAC Bond

* The City is not responsible for the use of CUSIP Numbers, nor is a representation made as to their correctness. The CUSIP Numbers are included solely for the convenience of the readers of this Official Statement.

CONTINUING DISCLOSURE COMMITMENT

This CONTINUING DISCLOSURE COMMITMENT, dated as of June ___, 2005, is executed and delivered by the CITY OF FORT LAUDERDALE, FLORIDA (the “City”), a municipal corporation and public body corporate and politic, duly organized and existing under the Constitution and laws of the State of Florida, in connection with the issuance of \$20,000,000 in aggregate principal amount of the City of Fort Lauderdale, Florida General Obligation Bonds, Series 2005 (Fire-Rescue Facilities) (the “Series 2005 Bonds”). The Series 2005 Bonds are being issued pursuant to Resolution No. 04-145 adopted by the City Commission of the City (the “City Commission”) on July 26, 2004 (the “Initial Resolution”) and Resolution No. 05-460 adopted by the City Commission on May 10, 2005 (the “Resolution” and collectively with the Initial Resolution, the “Bond Resolution”) The City covenants and agrees as follows:

SECTION 1. Purpose of Disclosure Commitment. This Disclosure Commitment is being executed and delivered by the City in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission (the “SEC”). This Disclosure Commitment, together with Section 13 of the Resolution (collectively, the “Disclosure Agreement”) shall constitute the continuing disclosure agreement of the City in accordance with the requirements of the Rule for the benefit of the Beneficial Owners.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Commitment, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Commitment.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2005 Bonds (including persons holding Series 2005 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2005 Bonds for federal income tax purposes.

“Business Day” shall mean any day other than a Saturday, Sunday or a day when banks in the City of New York, New York, or in the City of Fort Lauderdale, Florida, or in the city in which the principal offices of the Bond Registrar are required or authorized by law to be closed or on which the New York Stock Exchange is closed.

“Dissemination Agent” shall mean Digital Assurance Certification, L.L.C., or any successor or alternate Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Commitment.

“National Repository” shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule, as such are approved from time to time by the SEC, and initially shall constitute the entities set forth on Exhibit A of this Disclosure Commitment.

“Participating Underwriter” shall mean any of the original underwriters of the Series 2005 Bonds required to comply with the Rule in connection with offering of the Series 2005 Bonds.

“Repository” shall mean each National Repository and each State Repository.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Florida.

“State Repository” shall mean any public or private repository or entity designated by the State as a state repository for purposes of the Rule and recognized as such by the SEC. As of the date of this Disclosure Commitment, there is no State Repository.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the 243rd day following the end of each Fiscal Year, commencing with the Fiscal Year ending September 30, 2005, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Commitment. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Commitment; provided, however, that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if such audited financial statements are not available by that date. If the City’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than ten (10) Business Days prior to the date the Annual Report is to be filed with each Repository, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If the City is unable to provide to the Repositories an Annual Report by the date required in subsection (a) of this Section, or if the City shall fail to provide the Annual Report to the Dissemination Agent in time for the Dissemination Agent to deliver the Annual Report to the Repositories by the date required in subsection (a) of this Section, the City or the Dissemination Agent, as applicable, shall send a notice to each Repository or to the Municipal Securities Rulemaking Board established by the SEC (the “MSRB”) in substantially the form attached as Exhibit B to this Disclosure Commitment.

(c) In addition to filing the notice required by subsection (b) of this Section, as applicable, the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and the State Repository, if any; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to the Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, which may be a part of the City's comprehensive audited financial report. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report may contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement for the Series 2005 Bonds, if available, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent such information is not otherwise included as part of the Annual Report, updated information from that set forth in the Official Statement for the Series 2005 Bonds under the caption "DEBT RATIOS" and the tax levy and collection information under the caption "AD VALOREM TAXATION."

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each of the Repositories or the SEC. If the document included by reference is a final official statement, such final official statement must be available from the MSRB. The City shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2005 Bonds, if material:

1. principal and interest payment delinquencies.
2. non-payment related defaults.
3. modifications to rights of Bondholders.
4. optional, contingent or unscheduled bond calls.
5. defeasances.
6. rating changes.
7. adverse tax opinions or events affecting the tax exempt status of the Series 2005 Bonds.
8. unscheduled draws on the debt service reserves reflecting financial difficulties.

9. unscheduled draws on the credit enhancements reflecting financial difficulties.
10. substitution of the credit or liquidity providers or their failure to perform.
11. release, substitution or sale of property securing repayment of the Series 2005 Bonds.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the City determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly file a notice of such occurrence with each Repository or the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) and (5) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Series 2005 Bonds pursuant to the Resolution.

SECTION 6. Termination of Reporting Obligation. The obligations of the City under the Disclosure Agreement shall remain in effect only for such period that the Series 2005 Bonds are outstanding in accordance with their terms and the terms of the Bond Resolution and the City remains an obligated person with respect to the Series 2005 Bonds within the meaning of the Rule. The obligation of the City to provide the Annual Report and notices of the events described above shall terminate if and when the City no longer remains such an obligated person. The Disclosure Agreement also shall terminate upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action.

SECTION 7. Amendment; Waiver. Notwithstanding any other provision of the Disclosure Agreement, the City may amend the Disclosure Agreement, and non-compliance with any provision of the Disclosure Agreement may be waived, provided the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a) hereof (unless the amendment or waiver is necessary or appropriate for the City to achieve compliance with any applicable federal law or rule, or to cure any ambiguity, inconsistency, formal defect or omission in the provisions of the Disclosure Agreement), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2005 Bonds, or the type of business conducted;

(b) The Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2005 Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Series 2005 Bonds in the same manner as provided in the Resolution for amendments to the Resolution

with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2005 Bonds.

In the event of any amendment or waiver of a provision of the Disclosure Agreement, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 8. Additional Information. Nothing in the Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Commitment or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by the Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by the Disclosure Agreement, the City shall have no obligation under the Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 9. Remedy for Breach. The Disclosure Agreement shall be solely for the benefit of the Beneficial Owners from time to time of the Series 2005 Bonds. The exclusive remedy for any breach of the Disclosure Agreement by the City shall be limited, to the extent permitted by law, to a right of Beneficial Owners to institute and maintain, or to cause to be instituted and maintained, such proceedings as may be authorized at law or in equity to obtain the specific performance by the City of its obligations under the Disclosure Agreement. Any holder or beneficial owner may exercise individually any such right to require the City to specifically perform its obligation to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Notwithstanding any other provisions of the Bond Resolution or the Disclosure Agreement, any failure by the City to comply with any provision of the Disclosure Agreement shall not constitute a default under the Series 2005 Bonds or under the Bond Resolution.

SECTION 10. Duties, Immunities and Liabilities of Dissemination Agent.

(a) For purposes of satisfying the reporting requirements of the Disclosure Agreement, the City has delegated to the Dissemination Agent the duties, functions and responsibilities of disclosing information undertaken by the City in the Disclosure Agreement. The City may, from time to time, appoint or engage an alternate or substitute Dissemination Agent to assist it in carrying out its obligations under the Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor, alternate or substitute Dissemination Agent. The Dissemination Agent (other than the City) shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to the Disclosure Agreement.

(b) The Dissemination Agent shall have only such duties as are specifically set forth in the Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2005 Bonds.

SECTION 11. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the City contained in the Disclosure Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized by law. No covenant, stipulation, obligation or agreement of the City contained in the Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the City in other than that person's official capacity.

SECTION 12. Obligated Persons. If any person, other than the City, becomes an "obligated person" with respect to the Series 2005 Bonds within the meaning of the Rule, the City shall use its best efforts to require such "obligated person" to comply with all provisions of the Rule applicable to such "obligated person."

SECTION 13. Central Post Office Mechanism for Filing. Any filing under this Disclosure Commitment may be made solely by transmitting such filing to the Texas Municipal Advisory Council (the "MAC") as provided at <http://www.disclosureusa.org>, unless the SEC has withdrawn the interpretative advice in its letter to the MAC dated September 7, 2004.

SECTION 14. Beneficiaries. The Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Beneficial Owners and Holders from time to time of the Series 2005 Bonds, and shall create no rights in any other person or entity.

SECTION 15. Severability. In case any section or provision of the Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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IN WITNESS WHEREOF, the City has caused this Disclosure Commitment to be executed by its duly authorized officer and delivered to the Participating Underwriter in connection with the original issuance and delivery of the Series 2005 Bonds, all as of the date set forth above, and the Beneficial Owners and Holders of the Series 2005 Bonds from time to time shall be deemed to have accepted the Disclosure Agreement, as contained in Section 13 of the Resolution and further described and specified herein, in accordance with the Rule.

CITY OF FORT LAUDERDALE, FLORIDA

By: _____
RAYMOND P. MANNION
Director of Finance

EXHIBIT A

Nationally Recognized Municipal Securities Information Repositories approved by the United States Securities and Exchange Commission:

Bloomberg Municipal Repository

100 Business Park Drive
Skillman, NJ 08558
Phone: (609) 279-3225
Fax: (609) 279-5962
Email: Munis@Bloomberg.com

DPC Data Inc.

One Executive Drive
Fort Lee, NJ 07024
Phone: (201) 346-0701
Fax: (201) 947-0107
Email: nrmsir@dpcdata.com

FI Interactive Data

Attn: NRMSIR
100 Williams Street, 15th Floor
New York, NY 10038
Phone: (212) 771-6999; (800) 689-8466
Fax: (212) 771-7390
Email: NRMSIR@interactivedata.com

Standard & Poor's Securities Evaluations, Inc.

55 Water Street, 45th Floor
New York, NY 10041
Phone: (212) 438-4595
Fax: (212) 438-3975
Email: nrmsir_repository@sandp.com

A list of names and addresses of all designated Nationally Recognized Municipal Securities Information Repositories as of any point in time is available by visiting the SEC's website at www.sec.gov/info/municipal/nrmsir.htm.

EXHIBIT B

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Fort Lauderdale, Florida (the "City")

Name of Bond Issue: General Obligation Bonds, Series 2005 (Fire-Rescue Facilities) (the "Series 2005 Bonds")

Date of Issuance: June __, 2005

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the Series 2005 Bonds as required by Section 13 of the Resolution adopted by the City Commission in connection with the issuance of the Series 2005 Bonds. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

[Dissemination Agent]

By: _____
Name:
Title:

basis. The City Commission appoints a city manager. The current City Manager is George Gretsas, who was appointed to serve as City Manager on August 2, 2004.

The City provides a full range of municipal services, including police and fire protection, highways and streets, planning and zoning, parks and recreation, water, sewer, sanitation, economic development and public information services. Tourism is one of the City's major economic forces, with manufacturing, industrial and commercial business and corporate and regional offices serving to diversify the City's economic base. For more information about the City, see "APPENDIX A - General Information regarding the City of Fort Lauderdale, Florida and Broward County, Florida."

DEBT RATIOS

The following table shows the annual debt service for the direct general obligation debt of the City, the general governmental expenditures of the City and the ratio of the debt service paid by the City on its direct general obligation debt to the City's general governmental expenditures.

Ratio of Annual Debt Service for General Obligation Debt To General Governmental Expenditures of City of Fort Lauderdale

Fiscal Year	Principal	Interest	Total Debt Service*	Total General Governmental Expenditures	Ratio Of Debt Service To General Expenditures (Percent)
1995	\$2,270,000	\$2,276,607	\$4,546,607	\$141,801,246	3.2%
1996	2,400,000	2,129,563	4,529,563	151,458,426	3.0
1997	2,560,000	1,944,393	4,504,393	160,502,918	2.8
1998	3,425,000	3,857,665	7,282,665	180,761,861	4.0
1999	4,330,000	2,726,445	7,056,445	189,167,400	3.7
2000	3,960,000	2,826,023	6,786,023	196,826,546	3.4
2001	4,160,000	2,642,168	6,802,168	209,446,626	3.2
2002	4,350,000	2,454,094	6,804,094	224,946,405	3.0
2003	5,005,000	2,204,311	7,209,311	249,748,345	2.9
2004	4,895,000	1,575,144	6,470,144	249,521,806	2.6

Source: City of Fort Lauderdale. Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2004.

* Exclusive of fiscal charges.

The following tables show the general obligation direct and overlapping debt of the City, on a per capita basis and as a ratio to the estimated full value of taxable property of the City, as of September 30, 2004, and the estimated percent of such debt that is applicable to the City. For more information concerning the general obligation debt of the City, see "APPENDIX B - Basic Financial Statements of the City for the Fiscal Year ended September 30, 2004."

Direct and Overlapping Debt Ratios

	<u>Net Debt</u>	<u>Per Capita⁽¹⁾</u>	<u>Net Debt to Estimated Full Value⁽²⁾</u>
Direct City Debt	\$ 38,110,000	\$ 225.50	0.16%
Overlapping Debt	<u>600,804,914</u>	<u>3,555.06</u>	<u>2.45%</u>
Total Debt	<u>\$638,914,914</u>	<u>\$3,780.56</u>	<u>2.61%</u>

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2004.

(1) Using the City's population of 169,000 as of September 30, 2004.

(2) Based upon the City's assessment roll, which is the assessment roll applicable to the City's 2004 Fiscal Year.

Direct and Overlapping Debt Percent Applicable to City of Fort Lauderdale

	<u>Net Debt</u>	<u>Estimated Percent Applicable</u>	<u>Overlapping Net Debt</u>
Direct City Debt	\$ 38,110,000	100%	\$ 38,110,000
Overlapping Debt			
Downtown Development Authority	9,430,944	100%	9,430,944
Broward County School District	103,018,220	18%	18,543,280
Broward County	<u>488,355,750</u>	18%	<u>87,904,035</u>
	600,804,914		115,878,259
Total Debt	<u>\$638,914,914</u>		<u>\$153,988,259</u>

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2004.

AD VALOREM TAXATION

Procedure for Property Assessment

Under Florida law, the assessment of all taxable properties and the collection of all county, municipal, school district and special district property taxes are consolidated in the offices of the County Property Appraiser and the County Tax Collector. Pursuant to the Charter of Broward County, Florida (the "County"), the Department of Finance and Administrative Services of the County (the "Department") serves in lieu of the County Tax Collector. The Department has delegated the responsibilities of County Tax Collector to the County's Division of Revenue Collection (the

Broward County Tax Levies and Collections
(Dollar Amounts in Thousands)

Fiscal Year Ended September 30	Property Tax Levy ⁽¹⁾	Property Tax Discount	Net Tax Levy ⁽¹⁾	Current Tax Collection ⁽²⁾	Total Tax Collected ⁽²⁾	Percent of Current Tax Collections to Net Tax Levy	Percent of Total Tax Collected to Net Tax Levy
1995	\$412.136	\$14.125	\$398.011	\$394,883	\$398.026	99.21%	100.00%
1996	439.016	14.828	424.188	416.009	417.588	98.07	98.44
1997	444.902	14.987	429.915	419.636	420.795	97.61	97.88
1998	474.675	16.183	458.492	452.312	453.445	98.65	98.90
1999	500.183	16.991	483.192	478.244	481.024	98.98	98.55
2000	527.795	18.018	509.777	503.998	506.153	98.87	99.29
2001	564.866	19.115	545.751	540.329	542.039	99.00	99.31
2002	608.170	20.671	587.499	582.475	583.496	99.14	99.31
2003	672.307	22.884	649.423	642.509	651.703	98.93	100.35
2004	732.945	25.227	707.718	703.924	706.070	99.46	99.77

Source: Broward County Revenue Collection Division.

(1) Net of certified adjustments.

(2) Taxes are collected in the year following assessment and include delinquencies for the prior year.

City of Fort Lauderdale Tax Levies and Tax Collection
(Dollar Amounts in Thousands)

Fiscal Year Ended September 30	Total Tax Levy	Amount of Current Taxes Collected*	Percent of Current Taxes Collected	Amount of Delinquent Taxes Collected	Total Collected For year*	Ratio of Total Taxes Collected to Current Levy	Accumulated Delinquent Taxes
1995	\$47,611	\$47,171	99.1%	\$585	\$47,756	100.3%	\$1,158
1996	50,616	49,592	98.0	188	49,780	98.3	1,602
1997	50,775	49,766	98.0	320	50,086	98.6	1,960
1998	51,040	50,626	99.2	175	50,802	99.5	1,937
1999	54,896	54,323	99.0	453	54,777	99.8	1,583
2000	58,688	58,066	98.9	371	58,438	99.6	1,879
2001	64,635	63,938	98.9	304	64,241	99.4	1,702
2002	69,257	68,887	99.5	362	69,249	100.0	1,932
2003	78,071	76,946	98.6	110	77,056	98.7	2,000
2004	86,323	85,882	99.5	108	85,991	99.6	1,829

Source: City of Fort Lauderdale, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2004.

* Gross taxes before discounts exclusive of voted debt levies.

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In the opinion of Squire, Sanders & Dempsey L.L.P., Bond Counsel, under existing law, (i) assuming continuing compliance with certain covenants and the accuracy of certain representations, interest on the Series 2003 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations and (ii) the Series 2003 Bonds and the income thereon are exempt from taxation under the laws of the State of Florida, except estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. Interest on the Series 2003 Bonds may be subject to certain federal taxes imposed only on certain corporations, including the corporate alternative minimum tax on a portion of that interest. For a more complete discussion of the tax aspects relating to the Series 2003 Bonds, see the discussion under the heading "TAX MATTERS" herein.



\$90,000,000
CITY OF FORT LAUDERDALE, FLORIDA
Water and Sewer Revenue Bonds, Series 2003

Dated: March 1, 2003

**Due: March 1 and September 1,
as shown on inside cover page**

The City of Fort Lauderdale, Florida Water and Sewer Revenue Bonds, Series 2003 (the "Series 2003 Bonds") will be issued by the City of Fort Lauderdale, Florida (the "City") as fully registered bonds, without coupons, in denominations of \$5,000 and integral multiples thereof and when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2003 Bonds. Purchasers will not receive certificates representing their ownership interests in the Series 2003 Bonds purchased. See "THE SERIES 2003 BONDS - Book-Entry Only System." Interest on the Series 2003 Bonds will accrue from March 1, 2003 and will be payable on September 1, 2003 and semiannually on each March 1 and September 1 thereafter. The City will serve as the initial Bond Registrar and Paying Agent (the "Paying Agent") for the Series 2003 Bonds. While the Series 2003 Bonds are registered through the DTC Book-Entry-Only system, principal of and interest on the Series 2003 Bonds will be payable by the Paying Agent to DTC.

The proceeds of the Series 2003 Bonds are being issued to (i) pay the Costs of improving and upgrading the City's Water and Sewer System (the "Water and Sewer System"); (ii) pay the premium for the Reserve Account Insurance Policy to satisfy the Reserve Account Requirement for the Series 2003 Bonds; and (iii) pay the costs of issuing the Series 2003 Bonds, including the premium for issuing the financial guaranty insurance policy. The Series 2003 Bonds are payable from and secured by a lien on and pledge of the Net Revenues derived from the City's ownership or operation of the Water and Sewer System and certain investment income thereon. See "SECURITY FOR THE SERIES 2003 BONDS" herein.

The Series 2003 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as described herein.

THE CITY IS OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2003 BONDS SOLELY FROM THE NET REVENUES, AS DESCRIBED IN THE RESOLUTION. THE SERIES 2003 BONDS SHALL NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. THE FAITH AND CREDIT OF THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2003 BONDS. THE ISSUANCE OF THE SERIES 2003 BONDS SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY, BROWARD COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY TAXES WHATEVER THEREFOR, OR TO MAKE ANY APPROPRIATION FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2003 BONDS, EXCEPT AS PROVIDED IN THE RESOLUTION.

Payment of the principal of and interest on the Series 2003 Bonds, when due, will be insured by a financial guaranty insurance policy to be issued by MBIA Insurance Corporation simultaneously with the delivery of the Series 2003 Bonds. See "MUNICIPAL BOND INSURANCE" herein.



This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2003 Bonds are offered, subject to prior sale when, as and if issued by the City, subject to the approval of their legality by Squire, Sanders & Dempsey L.L.P., Miami, Florida, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by Harry A. Stewart, Esquire, City Attorney. Certain legal matters relating to disclosure will be passed upon for the City by the Law Offices of Steve E. Bullock, P.A., Miramar, Florida, Disclosure Counsel. Dunlap & Associates, Inc., Orlando, Florida, and Fidelity Financial Services, L.C., Hollywood, Florida, are acting as Co-Financial Advisors to the City. It is expected that settlement on the Series 2003 Bonds will occur through the facilities of DTC in New York, New York on or about March 20, 2003.

UBS PaineWebber Inc.

DAC Bond®

Dated: March 4, 2003

CAM #15-0995

CONTINUING DISCLOSURE COMMITMENT

This CONTINUING DISCLOSURE COMMITMENT dated as of March 20, 2003 is executed and delivered by the CITY OF FORT LAUDERDALE, FLORIDA, a political subdivision duly organized and existing under the Constitution and laws of the State of Florida (the "City") in connection with the issuance of \$90,000,000 in aggregate principal amount of City of Fort Lauderdale, Florida Water and Sewer Revenue Bonds, Series 2003 (the "Series 2003 Bonds"). The Series 2003 Bonds are being issued pursuant to Resolution No. 03-29, as supplemented by Resolution No. 03-30, each adopted by the City Commission of the City on February 18, 2003 (collectively, the "Resolution"). The City covenants and agrees as follows:

SECTION 1. Purpose of Disclosure Commitment. This Disclosure Commitment is being executed and delivered by the City in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission (the "SEC"). This Disclosure Commitment, together with Section 12 of the Resolution (collectively, the "Disclosure Agreement") shall constitute the continuing disclosure agreement of the City in accordance with the requirements of the Rule for the benefit of the Beneficial Owners.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Commitment, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Commitment.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2003 Bonds (including persons holding Series 2003 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2003 Bonds for federal income tax purposes.

"Business Day" shall mean any day other than a Saturday, Sunday or a day when banks in the City of New York, New York, or in the City of Fort Lauderdale, Florida, or in the city in which the principal offices of the Bond Registrar are required or authorized by law to be closed or on which the New York Stock Exchange is closed.

"Dissemination Agent" shall mean Digital Assurance Certification, L.L.C., or any successor or alternate Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Commitment.

“National Repository” shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule, as such are approved from time to time by the SEC, and initially shall constitute the entities set forth on Exhibit A of this Disclosure Commitment.

“Participating Underwriter” shall mean any of the original underwriters of the Series 2003 Bonds required to comply with the Rule in connection with offering of the Series 2003 Bonds.

“Repository” shall mean each National Repository and each State Repository.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Florida.

“State Repository” shall mean any public or private repository or entity designated by the State as a state repository for purposes of the Rule and recognized as such by the SEC. As of the date of this Disclosure Commitment, there is no State Repository.

SECTION 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the 243rd day following the end of each Fiscal Year, commencing with the Fiscal Year ending September 30, 2003, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Commitment (provided, however, that the information referred to in Section 4(b) may be provided no later than September 1 of each year, commencing September 1, 2004 with respect to the report for the 2003-2004 Fiscal Year). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Commitment; provided, however, that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if the audited financial statements are not available by that date. If the City’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than ten (10) Business Days prior to the date the Annual Report is to be filed with each Repository, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If the City is unable to provide to the Repositories an Annual Report by the date required in subsection (a) of this Section, or if the City shall fail to provide the Annual Report to the Dissemination Agent in time for the Dissemination Agent to deliver the Annual Report to the Repositories by the date required in subsection (a) of this Section, the City or the Dissemination Agent, as applicable, shall send a notice to each Repository or to the Municipal Securities Rulemaking Board established by the SEC (the “MSRB”) in substantially the form attached as Exhibit B to this Disclosure Commitment.

(c) In addition to filing the notice required by subsection (b) of this Section, as applicable, the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and the State Repository, if any; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to the Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, which may be a part of the City's comprehensive audited financial report. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report may contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement for the Series 2003 Bonds, if available, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Any portion of an annual report of the Consulting Engineers relating to the Water and Sewer System, prepared in accordance with Section 703 of the Resolution (or pursuant to any other requirements of the Water and Sewer System for the preparation of a similar study or report), to the extent such report or a portion thereof (i) updates information provided in the Official Statement prepared in connection with the issuance of the Series 2003 Bonds and (ii) is filed with the City (the "Engineer's Report").

(c) To the extent such information is not otherwise included as part of the annual audited financial statements of the City or the Engineer's Report, updated information from that set forth in the Official Statement for the Series 2003 Bonds under the subheadings "History," "Organizational Structure" and "Governmental Regulations" of the section "WATER AND SEWER SYSTEM."

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each of the Repositories or the SEC. If the document included by reference is a final official statement, such final official statement must be available from the MSRB. The City shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2003 Bonds, if material:

1. principal and interest payment delinquencies.
2. non-payment related defaults.
3. modifications to rights of Bondholders.
4. optional, contingent or unscheduled bond calls.
5. defeasances.
6. rating changes.
7. adverse tax opinions or events affecting the tax exempt status of the Series 2003 Bonds.
8. unscheduled draws on the debt service reserves reflecting financial difficulties.
9. unscheduled draws on the credit enhancements reflecting financial difficulties.
10. substitution of the credit or liquidity providers or their failure to perform.
11. release, substitution or sale of property securing repayment of the Series 2003 Bonds.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the City determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly file a notice of such occurrence with each Repository or the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) and (5) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Series 2003 Bonds pursuant to the Resolution.

SECTION 6. Termination of Reporting Obligation. The obligations of the City under the Disclosure Agreement shall remain in effect only for such period that the Series 2003 Bonds are outstanding in accordance with their terms and the terms of the Resolution and the City remains an obligated person with respect to the Series 2003 Bonds within the meaning of the Rule. The obligation of the City to provide the Annual Report and notices of the events described above shall terminate if and when the City no longer remains such an obligated person. The Disclosure Agreement also shall terminate upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action.

SECTION 7. Amendment; Waiver. Notwithstanding any other provision of the Disclosure Agreement, the City may amend the Disclosure Agreement, and non-compliance with any provision of the Disclosure Agreement may be waived, provided the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a) hereof (unless the amendment or waiver is necessary or appropriate for the City to achieve compliance with any applicable federal law or rule, or to cure any ambiguity, inconsistency, formal defect or omission in the provisions of the Disclosure Agreement), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2003 Bonds, or the type of business conducted;

(b) The Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2003 Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Series 2003 Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2003 Bonds.

In the event of any amendment or waiver of a provision of the Disclosure Agreement, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 8. Additional Information. Nothing in the Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Commitment or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by the Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by the Disclosure Agreement, the City shall have no obligation under the Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 9. Remedy for Breach. The Disclosure Agreement shall be solely for the benefit of the Beneficial Owners from time to time of the Series 2003 Bonds. The exclusive remedy for any breach of the Disclosure Agreement by the City shall be limited, to the extent permitted by law, to a right of Beneficial Owners to institute and maintain, or to cause to be instituted and maintained, such proceedings as may be authorized at law or in equity to obtain the specific performance by the City of its obligations under the Disclosure Agreement. Any holder or beneficial owner may exercise individually any such right to require the City to specifically perform its obligation to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Notwithstanding any other provisions of the Resolution or the Disclosure Agreement, any failure by the City to comply with any provision of the Disclosure Agreement shall not constitute a default under the Series 2003 Bonds or under the Resolution.

SECTION 10. Duties, Immunities and Liabilities of Dissemination Agent.

(a) For purposes of satisfying the reporting requirements of the Disclosure Agreement, the City has delegated to the Dissemination Agent the duties, functions and responsibilities of disclosing information undertaken by the City in the Disclosure Agreement. The City may, from time to time, appoint or engage an alternate or substitute Dissemination Agent to assist it in carrying out its obligations under the Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor, alternate or substitute Dissemination Agent. The Dissemination Agent (other than the City) shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to the Disclosure Agreement.

(b) The Dissemination Agent shall have only such duties as are specifically set forth in the Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2003 Bonds.

SECTION 11. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the City contained in the Disclosure Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized by law. No covenant, stipulation, obligation or agreement of the City contained in the Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the City in other than that person's official capacity.

SECTION 12. Beneficiaries. The Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Beneficial Owners and Holders from time to time of the Series 2003 Bonds, and shall create no rights in any other person or entity.

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IN WITNESS WHEREOF, the City has caused this Disclosure Commitment to be executed by its duly authorized officer and delivered to the Participating Underwriter in connection with the original issuance and delivery of the Series 2003 Bonds, all as of the date set forth above, and the Beneficial Owners and Holders of the Series 2003 Bonds from time to time shall be deemed to have accepted the Disclosure Agreement, as contained in Section 12 of the Resolution and further described and specified herein, in accordance with the Rule.

CITY OF FORT LAUDERDALE, FLORIDA

By: _____
TERRY SHARP, Director of Finance

EXHIBIT A

Nationally Recognized Municipal Securities Information Repositories approved by the United States Securities and Exchange Commission:

Bloomberg Municipal Repository

100 Business Park Drive
Skillman, NJ 08558
Phone: (609) 279-3225
Fax: (609) 279-5962
Email: Munis@Bloomberg.com

DPC Data Inc.

One Executive Drive
Fort Lee, NJ 07024
Phone: (201) 346-0701
Fax: (201) 947-0107
Email: nrmsir@dpcdata.com

FI Interactive Data

Attn: NRMSIR
100 Williams Street
New York, NY 10038
Phone: (212) 771-6999
Fax: (212) 771-7390 (Secondary Market Information)
(212) 771-7391 (Primary Market Information)
Email: NRMSIR@FTID.com

Standard & Poor's J.J. Kenny Repository

55 Water Street
45th Floor
New York, NY 10041
Phone: (212) 438-4595
Fax: (212) 438-3975
Email: nrmsir_repository@sandp.com

A list of names and addresses of all designated Nationally Recognized Municipal Securities Information Repositories as of any point in time is available by visiting the SEC's website at www.sec.gov/info/municipal/nrmsir.htm.

EXHIBIT B

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Fort Lauderdale, Florida

Name of Bond Issue: Water and Sewer Revenue Bonds, Series 2003 (the "Series 2003 Bonds")

Date of Issuance: March ____, 2003

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the Series 2003 Bonds as required by Section 12 of the Resolution adopted by the City Commission of the City in connection with the issuance of the Series 2003 Bonds. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

[Dissemination Agent]

By: _____

WATER AND SEWER SYSTEM

History

The Water System. Approximately one year after the City's incorporation in 1911, the City's water system (the "Water System") began operations, serving less than 100 people. The original system was replaced with a larger well, pumping station and treatment plant in 1919. In 1926 construction of the Dixie Water Treatment Plant (now known as the Walter E. Peele-Dixie Water Treatment Plant) (the "Dixie WTP") began and such facility was enlarged in 1939 to a capacity of 14 million gallons per day ("mgd"). The number of customer accounts served by the Water System nearly doubled between 1935 and 1945 and again by 1950, growing from 2,365 in 1935 to 5,721 in 1945, and to 11,577 by 1950. In 1950 the City purchased the Fiveash Water Treatment Plant (the "Fiveash WTP") and increased its capacity from 8 mgd to 16 mgd in 1958. By the early 1970s, the capacity of the Dixie WTP was increased to 20 mgd, and the Fiveash WTP to 40 mgd. Together these facilities provided service to approximately 35,700 customers. The Fiveash WTP was expanded by an additional 24 mgd of capacity in the early 1980s as the Water System neared capacity.

In 1953 the City began providing water service to other nearby communities when the City entered into a contract with the Town of Lauderdale-by-the-Sea. While Lauderdale-by-the-Sea continues to own the water lines within its boundaries, the City maintains those lines and otherwise provides retail water service to the residents of that community. Other entities also purchase water from the City under similar arrangements, including the Village of Sea Ranch Lakes and parts of unincorporated Broward County. The Town of Lauderdale-by-the-Sea and the Village of Sea Ranch Lakes comprise approximately 2.3% of the City's annual water demands. The number of retail customers that the City serves in unincorporated Broward County is small and such customers are expected to be annexed into the City by 2005.

Several other entities purchase water from the City on a wholesale or bulk user basis through a master meter. These entities include the City of Wilton Manors, the City of Oakland Park, Broward County's Port Everglades, the City of Tamarac, the Town of Davie, the City of Dania Beach, portions of unincorporated Broward County and Broadview Park Water Company. The agreements for water supply between these entities and the City all have 30-year terms. Such contracts collectively represent 18.5 percent of the City's total water production. Set forth below is a listing of such contracts, their current expiration dates and the percentage of total production of Water System represented by each contract.

Water User Contracts

<u>Large User</u>	<u>Effective Dates of Agreement</u>	<u>% of Total Water System Production</u>
Broadview Park Water Company	1990 - 2020	1.57%
Broward County	1994 - 2024	0.88%
City of Dania Beach	1994 - 2024	0.21%
Town of Davie	1987 - 2017	0.08%
City of Oakland Park	1994 - 2024	8.39%
Broward County's Port Everglades	2002 - 2032	3.75%
City of Tamarac	1994 - 2024	0.34%
City of Wilton Manors	1980 - 2005	3.27%

Source: The Feasibility Report.

It is anticipated that the Broadview Park Water Company service area will be annexed into either the City or into the City of Plantation within the next five years. It is also anticipated that the community into which such service area is annexed will provide water service to the annexed area.

The Sewer System. Prior to construction of the G. T. Lohmeyer Wastewater Treatment Plant (the “Lohmeyer WWTP”) in the 1970s, the Sewer System of the City (the “Sewer System”) was comprised of numerous small sewer treatment facilities housed at various locations around the City. The construction of the Sewer System began in 1927 but, due to the impacts of a hurricane and local economic downturn, was not completed until 1937. In the 1940s and 1950s, the population of the City grew more rapidly than the Sewer System. As a result, new developments were often served by septic systems. By the late 1950s, the City began to expand the Sewer System to serve all areas of the City. Most new developments subsequent to 1950 were required to install sanitary sewers as well. Expansion of the wastewater collection system was limited until 1957, when the City began expanding the Sewer System into unserved areas, beginning from the beach area and extending west. However, expansion of the gravity wastewater system slowed considerably in the late 1970s and 1980s, as available capital funds were used to consolidate and upgrade the wastewater treatment plants of the Sewer System. Currently, approximately sixty percent (60%) of the residents of the City are serviced by the Sewer System. The City has a program to actively pursue expansion of its wastewater collection system into areas that are not currently serviced by the Sewer System.

Construction of the Lohmeyer WWTP began in the mid-1970s. The Lohmeyer WWTP was designed to serve the entire City, as well as the City of Oakland Park, the City of Wilton Manors, Broward County’s Port Everglades, portions of the Town of Davie, and portions of the City of Tamarac. The City has negotiated contractual agreements with each of these large regional Sewer System users. All of these contracts were amended in 2001 and are now scheduled to expire in 2021. After constructing the Lohmeyer WWTP, the City closed all of the smaller wastewater treatment facilities that had previously been used to operate the Sewer System. The Lohmeyer WWTP has a permitted capacity of 43 mgd, which will increase to 54 mgd upon completion of plant upgrades and the rerating process. In the opinion of CH2M HILL, Milian, Swain and Associates, Inc. and Fancher Management Group, Inc., as feasibility consultants for the Water and Sewer System in connection with the issuance of the Series 2003 Bonds (collectively, the “Feasibility Consultants”), the upgrades and rerating process for the Lohmeyer WWTP should be completed in March 2003.

Organizational Structure

Organization and Management. Operation of the Water System and the Sewer System is the responsibility of the City’s Public Services Department (the “Public Services Department”). In addition, the Public Services Department manages the operation of the City’s stormwater drainage system, solid waste collection system and transportation services. The Public Services Department currently employs 679 people and is composed of three bureaus, which manage nine divisions as follows:

Utilities Services Bureau

Divisions:

- Administration
- Customer Service
- Distribution and Collection
- Treatment
- Maintenance
- Utilities

Engineering Services Bureau

Divisions:

- Solid Waste
- Engineering and Project Management

Construction Service Bureau

Division:

- Construction Services

Set forth below is a description of the six divisions of the Utilities Services Bureau:

- The Administration Division provides clerical, record keeping, personnel services, training, safety, finance, inventory and other managerial and administrative services to other divisions of the Public Services Department, as well as computer operations support services, including computerized controls for the collection, treatment, distribution and disposal facilities of the Water System, the Sewer System and the Stormwater Drainage System. The Administration Division contains a staff of 36 people.
- The Customer Service Division is responsible for customer billing and collection services and field services. This division contains a staff of 39 people.
- Operation and maintenance of the potable water distribution facilities for the Water System, and of the collection facilities for the Sewer System and the Stormwater Drainage System is the responsibility of the Distribution and Collection Division. The division employs 177 personnel.
- The Maintenance Division is responsible for the operation and maintenance of the City’s 4 wellfields and 137 pump and lift stations. The division also provides grounds maintenance and other maintenance and repair services to the other divisions of the City’s Public Services Department. The Maintenance Division contains a staff of 55 people.
- The Dixie WTP, the Fiveash WTP and the Lohmeyer WWTP are operated by the Treatment Division. The laboratories section of the Treatment Division provides inspection and monitoring services as well as chemical and microbiological analysis for the Water System, the Sewer System and the Stormwater Drainage System. The environmental services section of the Treatment Division is responsible for permitting, field inspections, laboratory services and industrial pretreatment and backflow monitoring. The Treatment Division contains a staff of 94 people.
- The Utilities Engineering Division manages the CIP (as hereinafter defined). See “CAPITAL IMPROVEMENT PROGRAM” herein. The management team consist of 43 people and is comprised of staff of the City and of the City’s consultants.

The Director of the Public Services Department is Gregory A. Kisela. Mr. Kisela has been director of the Public Services Department or its predecessor, the City’s Public Utilities Department (the “Utilities Department”), for 11 years. The Deputy Director of the Public Services Department, who is responsible for the Utilities Services Bureau, is Frances T. Coulter. Mr. Coulter has been a Deputy Director of the Public Services Department, or one of the predecessors to the Public Services Department, for 23 years.

Training Programs and Certifications. The City has an active training program for its field crews and operations and maintenance staff, including monthly safety meetings and quarterly courses on various safety related subjects. All of the operators of the Water System, the Sewer System and the Stormwater Drainage System must be licensed or certified by the State of Florida as a condition of their employment as an operator. The City’s environmental laboratories are certified by the Florida Department of Environmental Protection (“FDEP”) and by the Florida Department of Health for collecting environmental water samples and conducting water quality analyses.

Government Regulations

The Water System and the Sewer System are subject to federal, state, regional and local regulation. Federal regulatory jurisdiction is vested in the United States Environmental Protection Agency (the "EPA"). The Water System must comply with the Federal Safe Drinking Water Act; however, the EPA has delegated the primary responsibility for enforcement of drinking water standards to the State of Florida. The Sewer System must comply with the Federal Water Pollution Control Act and the 1977 Clean Water Act Amendments. The EPA has retained jurisdiction over the enforcement of the federal laws and the National Pollution Discharge Elimination System ("NPDES").

The State, acting through FDEP, has its own system of operational permits which govern the Water System and the Sewer System. On a regional level, the South Florida Water Management District ("SFWMD") controls groundwater withdrawals through consumptive use permits, which stipulate the maximum annual and daily withdrawals for two (2) to five (5) years. Locally, the Broward County Department of Natural Resource Protection has its own licensing system for wastewater plants and a monitoring and enforcement process and the Broward County Health Department has jurisdiction over the treatment of potable water.

The Water System

Service Area and Customer Base. The City provides water across several governmental jurisdictions in central Broward County. In some areas the City owns and maintains the water distribution system. In others areas, the City sells bulk water for redistribution by another agency or entity. The Water System consist of groundwater withdrawal, treatment, transmission, storage and distribution facilities and includes two water treatment plants (the Dixie WTP and the Fiveash WTP) with associated wellfields and a distribution system consisting of over 750 miles of pipe.

The City provides retail water service to most of the area within its corporate limits. Several areas north, east, and west of the City's Executive Airport receive water service from Broward County. The City also provides direct retail water service to the Town of Lauderdale-by-the-Sea, the Village of Sea Ranch Lakes and parts of unincorporated Broward County. In 2002 the City had 60,586 direct retail and master metered customers, of which 43,742 were residential customers, 6,277 were commercial customers, 549 were governmental customers, 70 were from master meters, 3,079 were from condominiums and 6,869 were customers receiving service for irrigation sprinklers. The City also provides water on a bulk service basis to the cities of Oakland Park, Tamarac, Wilton Manors and Dania Beach and to the Town of Davie, portions of unincorporated Broward County, Broward County's Port Everglades and the Broadview Park Water Company.

Prior to 1980, the population growth rate in the service area for the Water System was relatively rapid. However, the service area population peaked at approximately 250,000 people in the mid-1980s and declined thereafter until 1991. The estimated population of the service area has since been growing and is currently estimated to be approximately 251,000 people, consisting of permanent and seasonal residents. The population of the service area is projected to grow to approximately 263,000 by the year 2011 and to approximately 275,000 people by 2020, or by an average annual rate of 0.4 percent.

Water Production and Demands. Historically, residential units and commercial activities accounted for most of the demand of the Water System. There are no large, heavy manufacturing facilities in the Water System service area. The Feasibility Consultants' projected moderate increase in water demand of 0.66 percent annually through 2020 reflects the moderate population growth expected in the Water System service

Appendix B

CUSIPs

	<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>CUSIP</u>
1.	2014	12/03/2014	09/01/2030	347658UV6
2.	2014	12/03/2014	03/01/2020	347658TY2
3.	2014	12/03/2014	09/01/2025	347658UK0
4.	2014	12/03/2014	09/01/2026	347658UM6
5.	2014	12/03/2014	09/01/2028	347658UR5
6.	2014	12/03/2014	09/01/2031	347658UX2
7.	2014	12/03/2014	09/01/2020	347658TZ9
8.	2014	12/03/2014	03/01/2023	347658UE4
9.	2014	12/03/2014	09/01/2019	347658TX4
10.	2014	12/03/2014	09/01/2032	347658UZ7
11.	2014	12/03/2014	03/01/2024	347658UG9
12.	2014	12/03/2014	09/01/2027	347658UP9
13.	2014	12/03/2014	03/01/2027	347658UN4
14.	2014	12/03/2014	03/01/2026	347658UL8
15.	2014	12/03/2014	03/01/2019	347658TW6
16.	2014	12/03/2014	03/01/2022	347658UC8
17.	2014	12/03/2014	03/01/2021	347658UA2
18.	2014	12/03/2014	03/01/2025	347658UJ3
19.	2014	12/03/2014	09/01/2022	347658UD6
20.	2014	12/03/2014	09/01/2021	347658UB0
21.	2014	12/03/2014	09/01/2035	347658VF0
22.	2014	12/03/2014	09/01/2023	347658UF1
23.	2014	12/03/2014	09/01/2033	347658VB9
24.	2014	12/03/2014	09/01/2034	347658VD5
25.	2014	12/03/2014	09/01/2024	347658UH7
26.	2014	12/03/2014	09/01/2029	347658UT1
27.	2012	10/03/2012	01/01/2025	347622CL4
28.	2012	10/03/2012	01/01/2026	347622CM2
29.	2012	10/03/2012	01/01/2021	347622CG5
30.	2012	10/03/2012	01/01/2019	347622CE0
31.	2012	10/03/2012	01/01/2017	347622CC4
32.	2012	10/03/2012	01/01/2018	347622CD2
33.	2012	10/03/2012	01/01/2016	347622CB6
34.	2012	10/03/2012	01/01/2022	347622CH3
35.	2012	10/03/2012	01/01/2027	347622CNO

36.	2012	10/03/2012	01/01/2024	347622CK6
37.	2012	10/03/2012	01/01/2032	347622CP5
38.	2012	10/03/2012	01/01/2023	347622CJ9
39.	2012	10/03/2012	01/01/2020	347622CF7
40.	2012	05/16/2012	03/01/2028	347658TN6
41.	2012	05/16/2012	03/01/2019	347658SU1
42.	2012	05/16/2012	09/01/2021	347658SZ0
43.	2012	05/16/2012	03/01/2024	347658TE6
44.	2012	05/16/2012	03/01/2023	347658TC0
45.	2012	05/16/2012	09/01/2020	347658SX5
46.	2012	05/16/2012	03/01/2016	347658SN7
47.	2012	05/16/2012	09/01/2019	347658SV9
48.	2012	05/16/2012	03/01/2025	347658TG1
49.	2012	05/16/2012	03/01/2022	347658TA4
50.	2012	05/16/2012	09/01/2015	347658SM9
51.	2012	05/16/2012	09/01/2018	347658ST4
52.	2012	05/16/2012	09/01/2017	347658SR8
53.	2012	05/16/2012	09/01/2026	347658TK2
54.	2012	05/16/2012	09/01/2016	347658SP2
55.	2012	05/16/2012	03/01/2017	347658SQ0
56.	2012	05/16/2012	09/01/2025	347658TH9
57.	2012	05/16/2012	03/01/2018	347658SS6
58.	2012	05/16/2012	09/01/2022	347658TB2
59.	2012	05/16/2012	09/01/2031	347658TV8
60.	2012	05/16/2012	09/01/2027	347658TM8
61.	2012	05/16/2012	09/01/2030	347658TT3
62.	2012	05/16/2012	09/01/2024	347658TF3
63.	2012	05/16/2012	09/01/2023	347658TD8
64.	2012	05/16/2012	09/01/2028	347658TP1
65.	2012	05/16/2012	09/01/2029	347658TR7
66.	2012	05/16/2012	03/01/2027	347658TLO
67.	2012	05/16/2012	03/01/2021	347658SY3
68.	2012	05/16/2012	03/01/2020	347658SW7
69.	2011A, 2011B	09/28/2011	07/01/2018	347550KD6
70.	2011A, 2011B	09/28/2011	07/01/2038	347550KZ7
71.	2011A, 2011B	09/28/2011	07/01/2016	347550KB0

72.	2011A, 2011B	09/28/2011	01/01/2016	347550LM5
73.	2011A, 2011B	09/28/2011	07/01/2020	347550KF1
74.	2011A, 2011B	09/28/2011	07/01/2016	347550LN3
75.	2011A, 2011B	09/28/2011	07/01/2032	347550KT1
76.	2011A, 2011B	09/28/2011	07/01/2030	347550KR5
77.	2011A, 2011B	09/28/2011	07/01/2026	347550KM6
78.	2011A, 2011B	09/28/2011	01/01/2017	347550LP8
79.	2011A, 2011B	09/28/2011	07/01/2028	347550KP9
80.	2011A, 2011B	09/28/2011	07/01/2021	347550KG9
81.	2011A, 2011B	09/28/2011	07/01/2017	347550KC8
82.	2011A, 2011B	09/28/2011	07/01/2015	347550KA2
83.	2011A, 2011B	09/28/2011	07/01/2019	347550KE4
84.	2011A, 2011B	09/28/2011	07/01/2015	347550LL7
85.	2011A, 2011B	09/28/2011	07/01/2024	347550KK0
86.	2011A, 2011B	09/28/2011	07/01/2022	347550KH7
87.	2011A, 2011B	09/28/2011	07/01/2021	347550KJ3
88.	2011A, 2011B	09/28/2011	07/01/2041	347550LC7
89.	2011A, 2011B	09/28/2011	07/01/2031	347550KS3
90.	2011A, 2011B	09/28/2011	07/01/2029	347550KQ7
91.	2011A, 2011B	09/28/2011	07/01/2025	347550KL8
92.	2011A, 2011B	09/28/2011	07/01/2035	347550KW4
93.	2011A, 2011B	09/28/2011	07/01/2017	347550LO6
94.	2011A, 2011B	09/28/2011	07/01/2027	347550KN4
95.	2010	06/10/2010	09/01/2018	347658RB4
96.	2010	06/10/2010	09/01/2015	347658QV1
97.	2010	06/10/2010	03/01/2018	347658RA6
98.	2010	06/10/2010	09/01/2028	347658RX6
99.	2010	06/10/2010	03/01/2025	347658RQ1
100.	2010	06/10/2010	03/01/2019	347658RC2
101.	2010	06/10/2010	03/01/2029	347658RY4
102.	2010	06/10/2010	03/01/2017	347658QY5
103.	2010	06/10/2010	09/01/2038	347658SE7
104.	2010	06/10/2010	09/01/2019	347658RDO
105.	2010	06/10/2010	09/01/2027	347658RV0
106.	2010	06/10/2010	03/01/2023	347658RL2
107.	2010	06/10/2010	03/01/2036	347658SD9

108.	2010	06/10/2010	09/01/2017	347658QZ2
109.	2010	06/10/2010	09/01/2024	347658RP3
110.	2010	06/10/2010	03/01/2027	347658RU2
111.	2010	06/10/2010	03/01/2030	347658SA5
112.	2010	06/10/2010	03/01/2033	347658SF4
113.	2010	06/10/2010	03/01/2024	347658RN8
114.	2010	06/10/2010	09/01/2029	347658RZ1
115.	2010	06/10/2010	03/01/2020	347658RE8
116.	2010	06/10/2010	09/01/2020	347658RF5
117.	2010	06/10/2010	03/01/2016	347658QW9
118.	2010	06/10/2010	09/01/2022	347658RK4
119.	2010	06/10/2010	09/01/2021	347658RH1
120.	2010	06/10/2010	03/01/2026	347658RS7
121.	2010	06/10/2010	03/01/2028	347658RW8
122.	2010	06/10/2010	03/01/2022	347658RJ7
123.	2010	06/10/2010	09/01/2026	347658RT5
124.	2010	06/10/2010	09/01/2023	347658RM0
125.	2010	06/10/2010	03/01/2021	347658RG3
126.	2010	06/10/2010	09/01/2016	347658QX7
127.	2010	06/10/2010	09/01/2030	347658SB3
128.	2010	06/10/2010	09/01/2032	347658SC1
129.	2010	06/10/2010	09/01/2025	347658RR9
130.	2008	03/06/2008	09/01/2035	347658QG4
131.	2008	03/06/2008	09/01/2018	347658PJ9
132.	2008	03/06/2008	09/01/2021	347658PQ3
133.	2008	03/06/2008	09/01/2023	347658PU4
134.	2008	03/06/2008	03/01/2026	347658PZ3
135.	2008	03/06/2008	03/01/2019	347658PK6
136.	2008	03/06/2008	09/01/2025	347658PY6
137.	2008	03/06/2008	03/01/2022	347658PR1
138.	2008	03/06/2008	09/01/2028	347658QE9
139.	2008	03/06/2008	03/01/2020	347658PM2
140.	2008	03/06/2008	09/01/2016	347658PE0
141.	2008	03/06/2008	09/01/2017	347658PG5
142.	2008	03/06/2008	03/01/2016	347658PD2
143.	2008	03/06/2008	09/01/2036	347658QH2

144.	2008	03/06/2008	03/01/2024	347658PV2
145.	2008	03/06/2008	09/01/2032	347658QF6
146.	2008	03/06/2008	09/01/2022	347658PS9
147.	2008	03/06/2008	03/01/2025	347658PX8
148.	2008	03/06/2008	03/01/2027	347658QB5
149.	2008	03/06/2008	09/01/2027	347658QC3
150.	2008	03/06/2008	09/01/2026	347658QA7
151.	2008	03/06/2008	09/01/2020	347658PN0
152.	2008	03/06/2008	03/01/2023	347658PT7
153.	2008	03/06/2008	09/01/2019	347658PL4
154.	2008	03/06/2008	03/01/2021	347658PP5
155.	2008	03/06/2008	03/01/2028	347658QD1
156.	2008	03/06/2008	03/01/2017	347658PF7
157.	2008	03/06/2008	09/01/2015	347658PC4
158.	2008	03/06/2008	03/01/2018	347658PH3
159.	2008	03/06/2008	09/01/2024	347658PW0
160.	2006	10/04/2006	09/01/2018	347658MP8
161.	2006	10/04/2006	09/01/2016	347658MK9
162.	2006	10/04/2006	03/01/2016	347658MJ2
163.	2006	10/04/2006	03/01/2023	347658MY9
164.	2006	10/04/2006	09/01/2021	347658MV5
165.	2006	10/04/2006	09/01/2015	347658MH6
166.	2006	10/04/2006	03/01/2019	347658MQ6
167.	2006	10/04/2006	03/01/2018	347658MN3
168.	2006	10/04/2006	09/01/2023	347658MZ6
169.	2006	10/04/2006	03/01/2022	347658MW3
170.	2006	10/04/2006	09/01/2020	347658MT0
171.	2006	10/04/2006	03/01/2027	347658NG7
172.	2006	10/04/2006	09/01/2025	347658ND4
173.	2006	10/04/2006	03/01/2024	347658NA0
174.	2006	10/04/2006	09/01/2033	347658NM4
175.	2006	10/04/2006	03/01/2028	347658NJ1
176.	2006	10/04/2006	03/01/2020	347658MS2
177.	2006	10/04/2006	09/01/2026	347658NF9
178.	2006	10/04/2006	03/01/2025	347658NC6
179.	2006	10/04/2006	09/01/2031	347658NL6

180.	2006	10/04/2006	03/01/2017	347658ML7
181.	2006	10/04/2006	03/01/2021	347658MU7
182.	2006	10/04/2006	09/01/2019	347658MR4
183.	2006	10/04/2006	09/01/2024	347658NB8
184.	2006	10/04/2006	09/01/2022	347658MX1
185.	2006	10/04/2006	09/01/2028	347658NK8
186.	2006	10/04/2006	09/01/2027	347658NH5
187.	2006	10/04/2006	03/01/2026	347658NE2
188.	2006	10/04/2006	09/01/2035	347658NN2
189.	2006	10/04/2006	09/01/2017	347658MM5
190.	2005	06/16/2005	07/01/2018	347550JF3
191.	2005	06/16/2005	07/01/2025	347550JN6
192.	2005	06/16/2005	07/01/2023	347550JL0
193.	2005	06/16/2005	07/01/2031	347550JU0
194.	2005	06/16/2005	07/01/2016	347550JD8
195.	2005	06/16/2005	07/01/2024	347550JM8
196.	2005	06/16/2005	07/01/2021	347550JJ5
197.	2005	06/16/2005	07/01/2032	347550JV8
198.	2005	06/16/2005	07/01/2022	347550JK2
199.	2005	06/16/2005	07/01/2030	347550JT3
200.	2005	06/16/2005	07/01/2028	347550JR7
201.	2005	06/16/2005	07/01/2035	347550JW6
202.	2005	06/16/2005	07/01/2029	347550JS5
203.	2005	06/16/2005	07/01/2019	347550JG1
204.	2005	06/16/2005	07/01/2026	347550JP1
205.	2005	06/16/2005	07/01/2020	347550JH9
206.	2005	06/16/2005	07/01/2017	347550JE6
207.	2005	06/16/2005	07/01/2027	347550JQ9
208.	2005	06/16/2005	07/01/2015	347550JC0
209.	2003	03/01/2003	09/01/2025	347658LB0
210.	2003	03/01/2003	09/01/2021	347658KT2
211.	2003	03/01/2003	03/01/2018	347658KL9
212.	2003	03/01/2003	09/01/2015	347658KF2
213.	2003	03/01/2003	03/01/2022	347658KU9
214.	2003	03/01/2003	09/01/2020	347658KR6
215.	2003	03/01/2003	09/01/2023	347658KX3

216.	2003	03/01/2003	09/01/2018	347658KM7
217.	2003	03/01/2003	03/01/2017	347658KJ4
218.	2003	03/01/2003	03/01/2016	347658KGO
219.	2003	03/01/2003	09/01/2022	347658KV7
220.	2003	03/01/2003	03/01/2021	347658KS4
221.	2003	03/01/2003	09/01/2019	347658KP0
222.	2003	03/01/2003	09/01/2016	347658KH8
223.	2003	03/01/2003	03/01/2020	347658KQ8
224.	2003	03/01/2003	03/01/2019	347658KN5
225.	2003	03/01/2003	09/01/2031	347658LP9
226.	2003	03/01/2003	09/01/2017	347658KK1
227.	2003	03/01/2003	03/01/2023	347658KW5
228.	2003	03/01/2003	09/01/2028	347658LH7