



CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING
City Hall - Commission Chambers
November 13, 2013

CALL TO ORDER:

7:00 P.M.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Vice Mayor Harry Dressler

INTRODUCTION

1. PROCLAMATIONS AND PRESENTATIONS:

a. [Introduction to Commission by Sheriff Scott Israel](#)

Introduction to Commission by Sheriff Scott Israel

b. [Prematurity Awareness Month Proclamation](#)

Presentation of a proclamation by Mayor Beth Talabisco proclaiming the month of November 2013 as "Prematurity Awareness Month". (Requested by Mayor Beth Talabisco)

c. [Older Driver Awareness Week Proclamation](#)

Presentation of a proclamation by Mayor Beth Talabisco proclaiming the week of December 2 - 6, 2013 as "Older Driver Awareness Month". (Requested by Parks & Recreation Director Greg Warner)

2. CITY COMMISSION REPORTS

a. Commissioner Bushnell

b. Commissioner Gomez

c. Commissioner Glasser

d. Vice Mayor Dressler

e. Mayor Talabisco

3. CITY ATTORNEY REPORT

4. CITY MANAGER REPORT

5. PUBLIC PARTICIPATION

Any member of the public may speak to any issue that is not agendized for public hearing at this meeting. Speakers will be limited to three minutes during this item and at public hearings. There will be a thirty (30) minute aggregate time limit for this item, and speakers are encouraged to sign up in advance with the City Clerk prior to

their participation.

When an issue has been designated as quasi-judicial, public remarks shall only be heard during a quasi-judicial hearing that has been properly noticed for that matter.

ANNOUNCEMENT OF TIME ALLOCATIONS-MOTIONS TO TABLE

The Chair at this time will announce those items that have been given a specific time to be heard, and will entertain motions from the Commission members to table those items that require research. The Commission may agendaize by majority consent matters of an urgent nature which have come to the Commission's attention after publication.

6. CONSENT AGENDA

Items listed under Consent Agenda are viewed to be routine and the recommendation will be enacted by ONE MOTION in the form listed below. If discussion is desired, then, in accordance with Resolution 2003-15, Sec. 4.5, the item(s) will be removed from the Consent Agenda and will be considered separately.

a. Approval of the October 23, 2013 Regular Commission Meeting Minutes

Approval of the October 23, 2013 Regular Commission Meeting Minutes

b. Approval of the October 24, 2013 Special Commission Meeting Minutes

Approval of the October 24, 2013 Special Commission Meeting Minutes

c. TR12411 - Election of a Vice Mayor

A Resolution of the City Commission of the City of Tamarac, Florida, electing a Vice Mayor to serve a term of one year beginning November 19, 2013 and ending November 2014, with no succession; providing for conflicts; providing for severability; and providing for an effective date.

d. TR12416 - Authorize Award of Bid 13-22B for the BSO Security Fence Installation Project

A Resolution by the City Commission of the City of Tamarac, Florida, awarding Bid No. 13-22B to and approving an agreement with ATCI Communications, Inc. to provide and install a perimeter protection system at the Broward Sheriff's Office located at 7515 NW 88th Avenue, Tamarac, Florida, in accordance with Bid No. 13-22B for a contract amount of \$63,048.36; a contingency in the amount of \$6,305 will be added to the project account, for a total project budget of \$69,353.36; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

e. TR12417 - Authorize Renewal of ILA with North Lauderdale for Fleet Maintenance Services

A Resolution of the City Commission of the City of Tamarac, Florida, approving an Interlocal Agreement between the City of Tamarac and the City of North Lauderdale providing for fleet maintenance and repair services; authorizing the appropriate City Officials to execute said agreement and take all steps necessary to effectuate the intent of the Resolution; providing for conflicts; providing for severability; and providing for an effective date.

f. TR12419 - Oasis Pub of Tamarac

A Resolution of the City Commission of the City of Tamarac, Florida, granting approval of the Special Extended Hours Permit Renewal, requested by Gary Bruce Walker, owner of the Oasis Pub of Tamarac, Inc. (d/b/a: Oasis Pub), to extend the hours of the on-premise sale and consumption of alcoholic beverages and to open for business at 7:00 a.m. on weekdays, and Sunday's, pursuant to the City of Tamarac Ordinance No. O-85-38, for the Oasis Pub of Tamarac, Inc. (d/b/a: Oasis Pub) located in the Three Lakes Plaza at 3224 West Commercial Boulevard (Case No. 18-MI-13); providing for conditions of approval; providing for conflicts; providing for severability; and providing for an effective date.

g. TR12424 - Equipment for Golf Course

A Resolution of the City Commission of the City of Tamarac, Florida, approving the appropriate City Officials to select, approve and award New and Used Equipment, Operating Supplies, and Small Tool Purchases through direct purchase, capital lease or operating lease as appropriate on an

expedited basis for use at the Colony West Country Club utilizing price agreements provided by Billy Casper Golf, LLC on behalf of the City, providing for conflicts, providing for severability; providing for an effective date.

h. TR12425 - Health Insurance Stop Loss

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City officials to execute an agreement with CIGNA, providing for Stop Loss Insurance; providing for a transfer of \$650,000 from the Risk Fund; providing for conflicts; providing for severability; and providing for an effective date.

7. REGULAR AGENDA

8. ORDINANCE(S) - FIRST READING

9. PUBLIC HEARING(S)

10. ORDINANCE(S) - SECOND READING

a. TO2291 - 2nd Budget Amendment

Motion to adopt an Ordinance of the City Commission of the City of Tamarac, Florida, **on second reading** amending Ordinance 2013-04, which amended the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2013, by increasing the Total Revenues and Expenditures by a Total of \$1,209,405 as detailed in Exhibit A attached hereto; providing for conflicts; providing for severability; providing for an effective date.

PASSED ON FIRST READING OCTOBER 23, 2013

11. QUASI-JUDICIAL HEARING(S)

12. OTHER

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.



Patricia Teufel, CMC
City Clerk



Title - 7:00 P.M.

7:00 P.M.

ATTACHMENTS:

Name:

Description:

No Attachments Available



Title - Vice Mayor Harry Dressler

Vice Mayor Harry Dressler

ATTACHMENTS:

Name:

Description:

No Attachments Available



Title - Introduction to Commission by Sheriff Scott Israel

Introduction to Commission by Sheriff Scott Israel

ATTACHMENTS:

Name:

Description:

No Attachments Available



Title - Prematurity Awareness Month Proclamation

Presentation of a proclamation by Mayor Beth Talabisco proclaiming the month of November 2013 as "Prematurity Awareness Month". (Requested by Mayor Beth Talabisco)

ATTACHMENTS:

Name:

 [Prematurity_Awareness_Month.docx](#)

Description:

Prematurity Awareness Month Proclamation



Requested by Mayor Beth Talabisco

WHEREAS, since its founding in 1938 by Franklin D. Roosevelt, the March of Dimes Foundation has been a pioneer in improving the health of infants and women of childbearing age by preventing birth defects, premature birth and infant mortality and is celebrating its 75th Anniversary in 2013; and

WHEREAS, the March of Dimes has undertaken decades of groundbreaking research which has led to the discovery of lifesaving products and tests; and

WHEREAS, more than 4 million babies were born in the U.S. last year and the March of Dimes helped each of them through vaccines, research, education and breakthroughs; and

WHEREAS, nearly 500,000 of those babies (1 in 9) were born too soon, putting them at risk for severe health problems and lifelong disabilities, and the annual societal economic cost associated with preterm birth in the United States is \$26.2 billion annually; and

WHEREAS, the March of Dimes has set a national goal of reducing preterm birth to 9.6 percent in every state and community by 2020, including Broward County where our preterm birth rate is 13.7% which will result in a healthier start in life for tens of thousands of infants; and

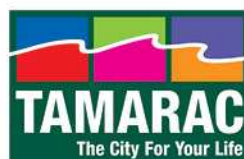
NOW, THEREFORE, I, Beth Talabisco, Mayor of the City of Tamarac, Broward County, Florida, designate November, 2013 as

“PREMATURITY AWARENESS MONTH”

and hereby recognizes the March of Dimes Foundation’s 75th Anniversary by applauding the families, individuals and businesses who have worked together for stronger, healthier babies in Tamarac.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 13th day of November, 2013.



Beth Talabisco

Beth Talabisco, Mayor



Title - Older Driver Awareness Week Proclamation

Presentation of a proclamation by Mayor Beth Talabisco proclaiming the week of December 2 - 6, 2013 as "Older Driver Awareness Month". (Requested by Parks & Recreation Director Greg Warner)

ATTACHMENTS:

Name:

 [Older Drivers Week 2013 \(2\).docx](#)

Description:

Older Driver Awareness Week Proclamation



Requested by Gregory Warner, Director of Parks and Recreation

WHEREAS the State of Florida is home to more than 3,322,993 residents 65 years and older who represent 18.9 percent of Florida's licensed driving population; and,

WHEREAS, traffic crashes were the third leading cause of injury death for older adults 65 years and older; and

WHEREAS over 17.6 percent of Florida's population is 65 years and older, compared to 12.8 percent nationally. In 2030, the U.S. Census Bureau projects Florida's 65 years and older population to reach over 22 percent; and

WHEREAS, in 2020, it is estimated that nearly 1 in 6 people nationwide will be 65 years and older and many of them will still be driving; and.

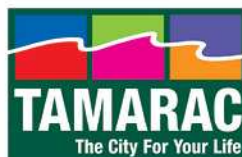
WHEREAS, the Florida Department of Transportation and the City of Tamarac have joined with 27 national, state, and local aging and safety advocates to help reduce the number of aging road user crashes while improving their safety, access, and mobility; and

WHEREAS, the City of Tamarac will host the Safety Golden Mobility Fair which is an interactive event with state and local vendors sharing transportation safety, mobility and resident resources including Car Fit and DMV renewals on Thursday, December 5, 2013 from 10am to 5pm at the Tamarac Community Center.

NOW, THEREFORE, I, Beth Talabisco, Mayor of the City of Tamarac, Broward County, Florida do hereby proclaim December 2 – 6, 2013, as

“OLDER DRIVER SAFETY AWARENESS WEEK IN FLORIDA”

and encourage everyone to help reduce injuries and tragic loss of life by being proactive about safe driving skills and learning how to maintain quality of life after driving cessation.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 13th day of November, 2013.

Beth Talabisco

Beth Talabisco, **MAYOR**



Title - Approval of the October 23, 2013 Regular Commission Meeting Minutes

Approval of the October 23, 2013 Regular Commission Meeting Minutes

ATTACHMENTS:

Name:

Description:

 [102313.doc](#)

October 23, 2013 Minutes

CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING
WEDNESDAY, OCTOBER 23, 2013

CALL TO ORDER: Mayor Talabisco called the special meeting of the City Commission to order at 9:03 a.m. on Wednesday, October 23, 2013 in City Commission Chambers, Tamarac City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321.

ROLL CALL: Mayor Beth Talabisco, Vice Mayor Harry Dressler, Commissioner Pamela Bushnell, Commissioner Michelle J. Gomez and Commissioner Diane Glasser were in attendance.

Also in attendance were City Manager Michael Cernech, City Attorney Samuel Goren and City Clerk Patricia Teufel.

PLEDGE OF ALLEGIANCE: Commissioner Glasser led the Pledge of Allegiance.

a. October Employee Service Awards: Presentation by Mayor Beth Talabisco of Employee Service Awards:

5 - Year Awards: Edward Gastwirth, Structural Inspector, Building; Claudio Grande, Chief Building Official, Building; Mark Pizzutelli, Groundskeeper I, Public Services; Charles Holoubek, Jr., Mechanic II, Public Services; Hanil Milligan, Recreation Assistant Part Time, Parks & Recreation

10 - Year Awards: Keith Glatz, Purchasing & Contracts Manager, Finance; Joseph Woods, Code Enforcement Manager, Community Development; Isreal Earls, Firefighter Paramedic, Fire Rescue; Eric Woods, Engineering Review Tech/Inspec, Public Services; Bruce Harvey, Fleet Mechanic III, Public Services; James Moore, Assistant Director of Utilities, Public Services; Horst Bremer, Water Plant Operator A, Public Services

15 - Year Award:

Geri Backer, Office Coordinator, Public Services

20 - Year Awards:

Alvin Johnson, Service Worker I, Public Services; Harry Ozias, Senior Bus Driver, Parks & Recreation

25 - Year Award:

Robyn Thalenfeld, Executive Assistant, City Manager

30 - Year Award:

John Fletcher, Water Plant Superintendent, Public Services

2. CITY COMMISSION REPORTS:

a. Commissioner Bushnell: Commissioner Bushnell commented that the economy is improving and the value of homes in Broward County has risen by 32%. Commissioner Bushnell attended the grand opening of Winn Dixie and Senior Medical Group; the public hearing regarding bus benches; Pioneer Days in Coral Springs recognizing Ken Behring and Ed Levy and the Broward League of Cities meeting regarding their legislative agenda.

b. Commissioner Gomez: Commissioner Gomez said she missed seeing the Employee Service Awards while she was away. Commissioner Gomez attended the Pioneer Days event, various homeowner association meetings; Relay for Life meeting and Broward Days

where she met various legislative representatives. Commissioner Gomez invited everyone to attend the Food Truck Event at Tamarac Park tonight and added that she has been sending out letters and emails to people in District 2 to let them know that she is available to meet with them. Commissioner Gomez wished everyone a Happy Halloween.

c. Commissioner Glasser: Commissioner Glasser said she too visited Winn Dixie, met with the manager and spoke highly of the upgrades to the store. Commissioner Glasser said she attended a meeting at the Aging & Disability Resource Center and reported that they are being more inclusive of the younger community and said she will have fliers to give to the Commission Members. Commissioner Glasser spoke of recent problems in getting a quorum for a University Hospital Board meeting.

d. Vice Mayor Dressler: Vice Mayor Dressler said he attended the usual district meetings and he and City Manager Cernech also attended the Broward Alliance Dinner in Davie. Vice Mayor Dressler said this is an important outreach for people in the business community to meet with city officials. Vice Mayor Dressler said he attended a meeting at Kings Point and met with Senator Nan Rich who will be running for governor in 2014 and he was also able to network with Alcee Hastings aide and commented that these relationships are important to Tamarac.

e. Mayor Talabisco: Mayor Talabisco wished City Attorney Goren a Happy Birthday as tomorrow is his birthday. Mayor Talabisco thanked Captain Glassman for inviting her to attend the BSO Haitian Citizens academy last week and gave a brief description of what the class entailed. Mayor Talabisco said she also attended the Pioneer Days event. Mayor Talabisco said she received a letter from Edith Lederberg, of the ADRC, thanking Tamarac for its contribution to that organization. Mayor Talabisco reported that she and Assistant City Manager Phillips met with officials of Winn Dixie to discuss how they can be a better community partner and said she will be sending a letter asking them how they intend to be a better community partner. Mayor Talabisco said she met with the External Affairs Manager of FPL and talked about how they can get involved with the City and reported FPL will be contributing \$3,000 to the Turkey Trot event.

3. CITY ATTORNEY REPORT: City Attorney Goren said that even though he will not be running in the Turkey Trot this year, other members of his firm will be in attendance. City Attorney Goren reported that this past week Assistant City Attorney Jacob Horowitz was made a partner in the law firm of Goren, Cherof, Doody & Ezrol. City Attorney Goren said that they have scheduled ethics training on Tuesday, November 26th starting at 8:00 a.m. for anyone that needs hours. City Attorney Goren said members of other cities will also be in attendance, asked the Commission to send him any questions or issues they want addressed and said the Ethics Task Force is looking to provide other options for people to get their training.

City Attorney Goren said the annual meeting before the Inspector General Selection and Qualification Committee will take place on November 8th at 10:00 a.m. in Room 302 of the Governmental Center. City Attorney Goren advised that this meeting is required by Charter and Inspector General John Scott has to submit a formal report to the committee and get reviewed. City Attorney Goren gave an overview of the position of the Inspector General and there was a discussion regarding the meeting on November 8th and issues that other cities are having.

City Attorney Goren said that on September 21st a judge entered a 40 page order regarding panhandling/solicitation on roadways which arose out of lawsuit filed by Pembroke Pines. City Attorney Goren advised that we are looking at this order very closely and BSO Chief Neal Glassman has also requested a copy of the order to study. Mayor Talabisco asked if this will be brought before the Commission for discussion and City Manager Cernech said we have discussed the issue before regarding panhandling and knew there was pending litigation and we will now assess this issue.

4. CITY MANAGER REPORT: City Manager Cernech said Tamarac is hosting its first video contest for middle and high school students. Students can submit a video of 3 minutes or less telling us what makes Tamarac "The City for Your Life". The deadline to submit videos is November 22nd and applications can be obtained on the City's website. The first place winner will receive \$100, a year membership to the aquatic center, lunch with the City Manager and the video will be displayed on the City's website. City Manager Cernech reported that free flu shots will be available to Tamarac residents on October 25th at University Hospital and residents can call 954-597-3624 to schedule an appointment.

City Manager Cernech reported on the following upcoming events: A food truck event will be held every Wednesday from 5 to 9 p.m. at Tamarac Park; Taste of Tamarac will be held at the Tamarac Community Center on October 26th from 11:30 a.m. to 3:00 p.m. and the Veterans Day Ceremony will be held on November 11th at 10:30 a.m. at Veterans Park.

City Manager Cernech said that he had the privilege of speaking at a conference in Pompano Beach on Friday and wants to acknowledge our Fleet Services Manager Vince Sciacca who also spoke at that conference and got rave reviews for his presentation on the processes they have in our Fleet Division to make the service more efficient and more cost effective.

5. PUBLIC PARTICIPATION: Mayor Talabisco opened Public Participation and the following individuals spoke: Patti Lynn, 6411 NW 58th St., asked Parks and Recreation to schedule a Make-A-Difference Day; asked that the park on 61st Street be used as a community garden; wished City Attorney Goren a Happy Birthday; asked the Mayor & Commission to oppose legislation that will impose an assessment on Homeowner associations that will go into a fund in Tallahassee and spoke about e-smoking. Sharon Aaron Baron, 4709 Woodlands Blvd., welcomed Commissioner Gomez back to the dais and said it was a good decision to return her to that position; wished City Attorney Goren a Happy Birthday; spoke about Winn Dixie and talked about the North Broward School boundary issue in Parkland and said schools in Broward County are under-enrolled and spoke against allowing more charter schools in strip malls. Former Oakland Park Mayor Larry Geirer, 721 NE 49th St., Oakland Park, spoke about an Oakland Park ordinance requiring mandatory training for people who sell alcohol in convenience stores and service stations and urged the Commission to adopt such an ordinance.

6. CONSENT AGENDA: Mayor Talabisco asked City Manager Cernech if there were any changes/additions to the Consent Agenda and City Manager Cernech said there were no changes or additions to the Consent Agenda. Commissioner Glasser seconded by Commissioner Bushnell moved approval of the Consent Agenda as amended. Motion passed unanimously (5-0).

- a. Approval of the September 30, 2013 Special Commission Meeting Minutes – **APPROVED**
- b. Approval of the October 1, 2013 Special Commission Meeting Minutes – **APPROVED**
- c. Approval of the October 3, 2013 Special Commission Meeting Minutes – **APPROVED**
- d. Approval of the October 9, 2013 Regular Commission Meeting Minutes – **APPROVED**

e. TR12408 - Flu Vaccinations For City Employees: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept free flu vaccination and execute a Hold Harmless Agreement between the City of Tamarac and University Hospital relating to University Hospital donating and administering approximately one hundred (100) free flu vaccinations to City employees at the City of Tamarac annual Employee Health and Education Fair on November 7, 2013; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2013-112

f. TR12414 - Amending Red Light Special Magistrate Appointment: A Resolution of the City Commission of the City of Tamarac, Florida, amending Resolution No. 2013-81 to remove James D. Stokes as special magistrate for local red light camera hearings and appointing Alexia Gertz to serve as special magistrate for local red light camera hearings; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2013-113

7. REGULAR AGENDA: There were no Regular Agenda items scheduled for this meeting.

8. ORDINANCE(S) - FIRST READING:

a. TO2291 - 2nd Budget Amendment: An Ordinance of the City Commission of the City of Tamarac, Florida, amending Ordinance 2013-04, which amended the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2013, by increasing the Total Revenues and Expenditures by a Total of \$1,209,405 as detailed in Exhibit A attached hereto; providing for conflicts; providing for severability; providing for an effective date. Commissioner Bushnell seconded by Commissioner Glasser moved approval of TO2291 on first reading. City Attorney Goren read TO2291 by title into the record. Motion passed unanimously (5-0)

PASSED ON FIRST READING OCTOBER 23, 2013

9. PUBLIC HEARING(S): There were no Public Hearing(s) items scheduled for this meeting.

10. ORDINANCE(S) - SECOND READING:

a. TO2292 Amending Chapter 22 "Utilities" Code of Ordinances: An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 22, entitled "Utilities" of the Code of Ordinances of the City of Tamarac by amending Section 22-189, entitled "Contribution Charges," to rename Section 22-189 to "Contribution in Aid of Construction Charges," and use that phrase throughout the section; to amend the water and wastewater contribution in aid of construction charges; and to provide regulations relating to contribution in aid of construction charges; providing for notice; providing for codification; providing for conflicts; providing for severability; and providing for an effective date. Commissioner Gomez seconded by Commissioner Glasser moved approval of TO2292 on second reading. City Attorney Goren read TO2292 by title into the record.

Mayor Talabisco opened the public hearing and Patti Lynn, 6411 NW 58th St., asked if this fee was going to be on the tax bills and Financial Services Director Mason said this is for new construction only. With no one else wishing to speak Mayor Talabisco closed the public hearing.

Motion passed unanimously (5-0).

PASSED ON FIRST READING SEPTEMBER 9, 2013

PASSED ON SECOND READING SEPTEMBER 23, 2013

ORDINANCE NO. O-2013-17

11. QUASI-JUDICIAL HEARING(S): There were no Quasi-Judicial Hearing(s) items scheduled for this meeting.

12. OTHER:

a. TR12387-Park Place at Woodmont–Water and Sewer Developer’s Agreement: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute a Water and Sewer Developer’s Agreement with Klemow Park Place at Woodmont, LLC, for the Park Place at Woodmont Project, located at the Southwest corner of NW 77th Street and Pine Island Road, requiring 25 ERC’s for water and 20 ERC’s for sewer; and requiring payment of \$42,500.00 for water and \$44,000.00 for sewer; requiring a total payment of \$86,850.00 in CIAC Fees; authorizing and directing the City Clerk to record said agreement in the public records of Broward County; providing for conflicts; providing for severability. Vice Mayor Dressler, seconded by Commissioner Gomez, moved approval of TR12387. City Attorney Goren read TR12387 by title into the record. Commissioner Bushnell pointed out the discrepancy of the total payment and asked for clarification. There was a brief discussion regarding the possible reasons for the discrepancy in the total payment amount and City Manager Cernech said staff would look into it. Vice Mayor Dressler, seconded by Commissioner Gomez, approval of the item subject to any amendment based upon any discrepancies in the total amount. Motion passed unanimously (5-0).

RESOLUTION R-2013-114

12. OTHER:

There being no further business to come before the City Commission, Vice Mayor Dressler adjourned the meeting at 10:14 a.m.

Beth Talabisco, Mayor

Patricia Teufel, CMC
City Clerk



Title - Approval of the October 24, 2013 Special Commission Meeting Minutes

Approval of the October 24, 2013 Special Commission Meeting Minutes

ATTACHMENTS:

Name:

Description:

 [102413.doc](#)

October 24, 2013 Minutes

CITY OF TAMARAC
SPECIAL CITY COMMISSION MEETING
THURSDAY, OCTOBER 24, 2013

CALL TO ORDER: Mayor Beth Talabisco called the Special Commission Meeting of the City Commission to order at 2:10 p.m. on Thursday, October 24, 2013 in Conference Room 105, Tamarac City Hall, 7525 NW 88 Avenue, Tamarac, FL 33321.

ROLL CALL: Mayor Beth Talabisco, Vice Mayor Harry Dressler, Commissioner Pamela Bushnell and Commissioner Diane Glasser were in attendance. Commissioner Michelle J. Gomez joined the meeting at 2:17 p.m.

Also in attendance were City Manager Michael Cernech, Assistant City Manager Diane Phillips, Assistant City Attorney Julie Klahr and City Clerk Patricia Teufel.

PLEDGE OF ALLEGIANCE: Mayor Talabisco led the Pledge of Allegiance.

1. TR12412 - Golf Course Operations: A Resolution of the City Commission of the City of Tamarac, Florida, approving the award for RFP NO. 13-25R to Billy Casper Golf, LLC for Golf Course Operations Services for the Colony West Country Club; authorizing the appropriate City Officials to execute an agreement for Management and Maintenance of the Golf Course and the amenities available in the clubhouse including foodservice and pro-shop operations for a period of five (5) years, with an option to renew for an additional five (5) years, providing for conflicts, providing for severability; providing for an effective date.

City Manager Cernech gave a history of the purchase of the golf course and leasing it to the Rack family to run and eventually defaulting on the contract. City Manager Cernech said staff has decided to move forward with an RFP to find another firm to either manage, lease it and/or some hybrid of the two. City Manager Cernech said thirty one went out, seven came back out of which three were responsive and we are here today to award a contract. City Manager Cernech said we have arrived at a solution where we will be establishing the Colony West Golf Course as a self-contained fund and the investment we make in Colony West Golf Course will come back to benefit the City as a whole.

Financial Services Director Mark Mason and Purchasing/Contract Manager Keith Glatz appeared. Financial Services Director Mason introduced Doug White, Tony Cianci and Mike Stevens of Billy Casper Golf, LLC who were in attendance.

Financial Services Director Mason gave a presentation which is on file in the City Clerk's Office. Mr. Mason talked about the solution, RFP and evaluation processes, staff's initial recommendation, final award recommendation, financial aspects of the agreement, base management fees, incentives, reimbursement of travel expenses for out of state personnel, stop gap provision, fiscal impact and touched on the highlights of the contract.

Mayor Talabisco opened the floor for comments and questions from the Commission. Financial Services Director Mason, Doug White, City Manager Cernech and Assistant City Attorney Klahr responded to the questions and concerns from the Commission. City Manager Cernech discussed the importance of maintaining vendor relationships and said given the

right partner Tamarac can have a great golf course for the community. Vice Mayor Dressler said this ties in with our long term strategic plan to make Tamarac a destination. All were in agreement that this will be good for Tamarac. Vice Mayor Dressler seconded by Commissioner Gomez moved approval of TR12412. Assistant City Attorney Klahr read TR12412 by title into the record. Motion passed unanimously (5-0).

Both City Manager Cernech and Financial Services Director Mason thanked the Commission for taking the time today to move forward with the agreement for Golf Course Operations Services with Billy Casper Golf, LLC for Colony West Golf Course.

There being no further business to come before the City Commission, Mayor Talabisco adjourned the meeting at 3:54 p.m.

Beth Talabisco, Mayor

Patricia Teufel, CMC
City Clerk



Title - TR12411 - Election of a Vice Mayor

A Resolution of the City Commission of the City of Tamarac, Florida, electing a Vice Mayor to serve a term of one year beginning November 19, 2013 and ending November 2014, with no succession; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Name:

Description:

 [TR_12411 Memo Election of Vice Mayor.doc](#)

Memo to M. Cernech

 [TR12411 Reso Election of Vice Mayor.doc](#)

TR12411 Resolution

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY CLERK**

TO: Michael Cernech, City Manager

DATE: October 8, 2013

**FROM: Patricia Teufel,
City Clerk**

**RE: Temporary Resolution #12411 –
Election of Vice Mayor**

Recommendation: That the Mayor and City Commissioners elect a Vice Mayor from among the commissioners to serve a one year term from November 19, 2013 through November 2014.

Issue: The current term of Vice Mayor will expire and a new Vice Mayor must be elected.

Background: Section 4.03 of the Tamarac Charter provides for the election of a Vice Mayor, and stipulates in part that: "Beginning November 2008, and each November thereafter, no earlier than the third Tuesday, a majority of the commissioners shall elect a vice-mayor. The Vice Mayor shall serve a term of one year and shall not serve successive one-year terms."

FISCAL IMPACT: None.

CITY OF TAMARAC, FLORIDA
RESOLUTION NO. R2013-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ELECTING A VICE MAYOR TO SERVE A TERM OF ONE YEAR BEGINNING NOVEMBER 19, 2013 AND ENDING NOVEMBER 2014, WITH NO SUCCESSION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 4.03 of the Tamarac City Charter provides in pertinent part: “. . . Beginning November 2008, and each November thereafter, no earlier than the third Tuesday, a majority of the commissioners shall elect a vice-mayor. . .”; and

WHEREAS, Section 4.03 of the Tamarac City Charter further provides that “. . . The vice-mayor shall serve a term of one year and shall not serve successive one year terms.”; and

WHEREAS, the City Clerk and City Manager recommend the City Commission elect a Vice-Mayor to serve a one-year term with no succession; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interests of the citizens and residents of the City of Tamarac to elect a vice-mayor to serve from November 19, 2013 through November 2014 with no successive one year terms.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2: That _____ is elected to serve as Vice Mayor, for a term beginning November 19, 2013 and ending November 2014, with no succession.

SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon adoption.
PASSED, ADOPTED AND APPROVED this ____ day of _____, 2013.

BETH TALABISCO, MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR TALABISCO	_____
DIST 1: COMM BUSHNELL	_____
DIST 2: COMM GOMEZ	_____
DIST 3: COMM GLASSER	_____
DIST 4: VM DRESSLER	_____

I HEREBY CERTIFY that
I have approved this
RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY



Title - TR12416 - Authorize Award of Bid 13-22B for the BSO Security Fence Installation Project

A Resolution by the City Commission of the City of Tamarac, Florida, awarding Bid No. 13-22B to and approving an agreement with ATCI Communications, Inc. to provide and install a perimeter protection system at the Broward Sheriff's Office located at 7515 NW 88th Avenue, Tamarac, Florida, in accordance with Bid No. 13-22B for a contract amount of \$63,048.36; a contingency in the amount of \$6,305 will be added to the project account, for a total project budget of \$69,353.36; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Name:

Description:

📎 [TR2416 Memo-BSO Security Perimeter Installation.pdf](#)

TR 12416 Memo

📎 [TR 12416 - RES -BSO Security Perimeter 13-22B Award.doc](#)

TR 12416 RESO

📎 [Exhibit 1 - 13-22B BID TABULATION.pdf](#)

TR 12416 - EX 1 BID TAB

📎 [Exhibit 2-ATCI SIGNED AGREEMENT SECURITY FENCE Rev-10232013.pdf](#)

Exhibit 2 BSO Security Perimeter Installation

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT**

TO: Mike C. Cernech, City Manager

DATE: October 21, 2013

**THRU: Jack Strain, Public Services
Director**



**FROM: Troy Gies, Budget and Contracts
Manager**

 For T.G.

**RE: Temp. Reso. #12416 – Award of
Bid No. 13-22B for BSO
Perimeter Protection System
Installation – City Commission
Meeting of November 13, 2013**

Recommendation:

Recommend the award of Bid No. 13-22B for the BSO Perimeter Protection System Installation Project and execution of an Agreement with ATCI Communications, Inc, at a Contract cost not to exceed \$63,048.36, a contingency in the amount of \$6,305.00 (10%) will be added to the Project for a Total Project Budget of \$69,353.36; and that this item be placed on the November 11, 2013 Commission Agenda.

Issue:

Award of Bid 13-22B and execution of an Agreement between the City of Tamarac and ATCI Communications, Inc. for the installation of a Perimeter Protection System at the Broward Sheriff's Office located at 7515 NW 88th Avenue, Tamarac, Florida.

Background:

The City of Tamarac, through an Agreement with the Broward Sheriff's Office (BSO), maintains the BSO facilities located at 7515 NW 88th Avenue. The facilities include a parking lot / vehicle storage area to the west of the building.

The Broward Sheriff's Office is responsible for providing services essential for crime prevention and emergency response. The Broward Sheriff's Office also maintains equipment related to Homeland Security Operations. These pieces of equipment and vehicles are sensitive in nature and require secure storage.

The City published Bid No. 13-22B for the provision and installation of a Perimeter Protection System at the project location. The City received two (2) proposals. Upon review of the proposals, it was determined ATCI Communications, Inc. to be the most responsive and responsible bidder. Below is a summary of the bid tabulation.

Vendor	Total Cost (\$)
ATCI Communications, Inc	\$ 63,048.36
Fence Masters, Inc.	\$123,840.00

Project Summary

Per Bid No. 13-22B, the contractor will install a Perimeter Protection System at BSO, consisting of a high security chain link fence, rolling gates, and video surveillance cameras to support the project installation. In addition, the contractor will install a 4 foot tall hedge on the north side of the perimeter fence to maintain the overall aesthetic appearance of the Tamarac Municipal Complex.

Agreement Summary

The Agreement requires work to be substantially completed within 60 calendar days from the Notice to Proceed. The Contract cost is not to exceed \$63,048.36, a contingency in the amount of \$6,305.00 (10%) will be added to the Project for a Total Project Budget of \$69,353.36.

Fiscal Impact:

The budgeted funding for this project exists in Project Number GP14I, Account Number 310-4120-521.64-01 with an available balance of \$150,000 as of October 22, 2013. Therefore, sufficient funding exists for the project.

Per Bid 13-22B, the contract amount not to exceed \$63,048.36, a contingency in the amount of \$6,305.00 (10% of the contract cost) will be added to the project account, for a total project budget of \$69,353.36. Although no significant issues are anticipated, the contingency is reasonable considering the nature of the project. The construction may result in work beyond the original scope and the contingency would allow for the timely and safe conclusion of the project. Expenditure of the contingency would require approval of the City Manager.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2013-

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED BID NO. 13-22B TO AND APPROVING AN AGREEMENT WITH ATCI COMMUNICATIONS, INC. TO PROVIDE AND INSTALL A PERIMETER PROTECTION SYSTEM AT THE BROWARD SHERIFF'S OFFICE LOCATED AT 7515 NW 88TH AVENUE, TAMARAC, FLORIDA, IN ACCORDANCE WITH BID NO. 13-22B FOR A CONTRACT AMOUNT OF \$63,048.36; A CONTINGENCY IN THE AMOUNT OF \$6,305 WILL BE ADDED TO THE PROJECT ACCOUNT, FOR A TOTAL PROJECT BUDGET OF \$69,353.36; AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac, through an Agreement with the Broward Sheriff's Office (BSO), maintains the BSO facilities located at 7515 NW 88th Avenue; and

WHEREAS, BSO maintains a fleet of vehicles and equipment that provide critical services, including, but not limited to, services in support of local safety and in conjunction with the Department of Homeland Security; and

WHEREAS, maintaining the secure storage of these vehicles and equipment is in the best interest of the public; and

WHEREAS, the City of Tamarac publicly advertised Bid No. 13-22B for installation of a Perimeter Protection System, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, on October 8, 2013, two (2) bids were opened and reviewed in order to determine cost and responsiveness to the City's technical specifications; and

WHEREAS, a copy of the bid tabulation showing all bids is included herein as Exhibit "1"; and

WHEREAS, ATCI Communications, Inc. submitted the lowest responsive and responsible bid proposal for providing and installing a Perimeter Protection System in the amount of \$63,048.36, a copy of the bid response is incorporated herein by reference and is on file in the office of the City Clerk ; and

WHEREAS, the lowest responsive bidder, ATCI Communications, Inc., has agreed to provide and install a Perimeter Protection System, pursuant to the Terms & Conditions, Special Conditions, and Technical Specifications of Bid #13-22B for an amount not to exceed \$63,048.36; and

WHEREAS, the Public Services Director, Financial Services Director, and Purchasing and Contracts Manager recommend that the appropriate City Officials enter into an Agreement with ATCI Communications, Inc. per Bid No 13-22B, a copy of said Agreement is included herein as Exhibit "2"; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac that the City of Tamarac enter into an Agreement with ATCI Communications Inc. per Bid No. 13-22B.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF TAMARAC, FLORIDA, THAT:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are HEREBY made a specific part of this Resolution upon adoption hereof. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The award of Bid #13-22B to ATCI Communications, Inc. is HEREBY approved for a contract amount of \$63,048.36; a contingency in the amount of \$6,305 will be added to the project account, for a total project budget of \$69,353.36; a copy of the Agreement is included herein as Exhibit 2.

SECTION 3: The appropriate City Officials are HEREBY authorized to execute an Agreement with ATCI Communications, Inc., hereto attached as Exhibit 2.

SECTION 4: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 6: This Resolution shall become effective immediately upon its
passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2013.

BETH TALABISCO
MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that
I have approved this
RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY

BID TABULATION

NO. 13-22B

B.S.O. SECURITY FENCE PROJECT

OPENED: 10/08/13

ATCI COMMUNICATIONS, INC.	* \$ 63,048.36
---------------------------	----------------

FENCE MASTERS, INC.	\$123,840.00
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- Bidder accepts Credit Card Payment & offers an additional 2% discount if Invoice paid with (10) days.

Note:

All recommendations for award are unofficial until City Commission or other officially designated award authority approves.

**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
ATCI COMMUNICATIONS, INC.**

THIS AGREEMENT is made and entered into this ____ day of _____, 2013 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and ATCI Communications, Inc., a Florida corporation with principal offices located at 1270 NW 165th Street, Miami, FL 33169 (the "Contractor") to provide and install a Perimeter Protection System at the Broward Sheriff's Office, 7515 NW 88th Avenue, Tamarac, FL.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The Contract Documents consist of this Agreement, Bid Document No. 13-22B, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between 13-22B as issued by City, and Contractor's Proposal, 13-22B as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Document, this Agreement shall prevail.

2) The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents.

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior

to any schedule change with the exception of changes caused by inclement weather.

- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary Insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk, and all other Insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such Insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all Insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such Insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Time of Commencement and Substantial Completion

- 4.1** The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be substantially completed within (60) calendar days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final payment.
- 4.2** During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then

the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

5) Contract Sum

The Contract Sum for the above work is Sixty Three Thousand Forty Eight Dollars and thirty-six cents (\$63,048.36).

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until 50% of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City and provide a written request to the City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Remedies

- 7.1** Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
- 7.2** Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8) Change Orders

- 8.1** Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

- 8.2** The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.
- 8.3** The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.
- 8.4** The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.
- 8.5** Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.
- 8.6** Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.
- 8.7** In the event satisfactory adjustment cannot be reached by City and Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment

to the City Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

9) No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11) Warranty

Contractor warrants the work against defect for a period of one (1) year from the date of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible

for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

12) Indemnification

12.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

12.2 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

12.3 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

13) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national origin, or disability. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for

employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

14) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

16) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to the City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR:
ATCI Communications, Inc.
1270 NW 165th Street
Miami, FL 33169
(305) 620-0062

17) Termination

17.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

17.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

Public Records

18.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

18.1.2 Provide the public with access to such public records on the same terms as that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

18.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 17, "Termination", herein.

19) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

20) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

21) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

22) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to extent of such prohibition or unenforceability without invalidating remaining provisions hereof or affecting validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

23) Uncontrollable Circumstances

23.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

24) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

25) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

26) Contingent Fees

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

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President duly authorized to execute same.

CITY OF TAMARAC

Beth Talabisco, Mayor

Date



Michael C. Cernech, City Manager

ATTEST:

Patricia A. Teufel, CMC
City Clerk

Date

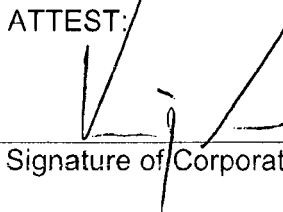
Approved as to form and legal sufficiency:

Date

City Attorney

Date

ATTEST:



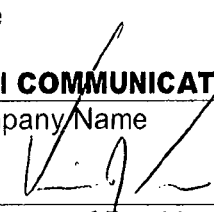
Signature of Corporate Secretary

Vincent J. Vento
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

ATCI COMMUNICATIONS, INC.

Company Name



Signature of President

Vincent J. Vento
Type/Print Name of President

10.15.13
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF FL :
COUNTY OF Dade :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Vincent Vento, of ATCI Communication, Inc., a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of 15th Oct, 2013.

Mariana Koenitzer
Signature of Notary Public

State of Florida at Large
MARIANA KOENITZER
MY COMMISSION # EE 169344
EXPIRES: March 3, 2016
Bonded Notary Public

Print, Type or Stamp

Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

DID take an oath, or
DID NOT take an oath



Title - TR12417 - Authorize Renewal of ILA with North Lauderdale for Fleet Maintenance Services

A Resolution of the City Commission of the City of Tamarac, Florida, approving an Interlocal Agreement between the City of Tamarac and the City of North Lauderdale providing for fleet maintenance and repair services; authorizing the appropriate City Officials to execute said agreement and take all steps necessary to effectuate the intent of the Resolution; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Name:

Description:

 [TR_12417_Signed_Memo.pdf](#)

TR 12417 Memo

 [12417_RESO - NL Fleet Maintenance ILA.doc](#)


TR 12417 Resolution

 [TR_12417_Exhibit_1.pdf](#)

TR 12417 Exhibit 1

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT

TO: Michael C. Cernech, City Manager DATE: October 21, 2013

**THRU: Jack Strain, Public Services
Director** 

**FROM: Troy Gies, 
Budget and Contracts Manager**

**RE: Temp. Reso. 12417 – Execution
of Interlocal Agreements with
North Lauderdale – November
11, 2013 Commission Agenda**

Recommendation:

I recommend that the City Commission approve the Interlocal Agreement (ILA) between the City of Tamarac and the City of North Lauderdale providing for fleet maintenance and repair services, and authorize the appropriate City Officials to execute said Agreement.

Issue:

Approval of the Interlocal Agreement between the City of Tamarac and the City of North Lauderdale providing for fleet maintenance and repair services for the North Lauderdale Fire Department and North Lauderdale Public Works Department, and authorize the appropriate City Officials to execute said ILA.

Background:

In February 2010, the City of North Lauderdale approached the City of Tamarac expressing interest in having the City of Tamarac provide Fleet Maintenance Services for the North Lauderdale Fire Department (NLFD). The City of Tamarac reviewed its operations and determined it would have the ability to undertake the services without negatively impacting services to the City of Tamarac Fleet.

The City of Tamarac prepared a proposal including rates for initial inspection, annual maintenance, and hourly rates for regular and overtime labor. The City of North Lauderdale also sought quotes from private sector vendors and deemed the City of Tamarac provided the best level of service at a competitive rate.

The City of Tamarac began providing fleet maintenance services for the City of North Lauderdale Fire Department per the Interlocal Agreement approved by the City Commission via Resolution R-2011-23 dated March 9, 2011. The initial term was approximately six months.

This agreement was deemed to be mutually beneficial for both parties. In fact, not only did the NLFD renew the Agreement for Fleet Maintenance Services, but the North Lauderdale Public Works (NLPW) Department entered into a separate Agreement for the Public Works Fleet,

which included the vehicles and heavy equipment. The NLFD Renewal and NLPW Agreement were executed via Resolution R2011-110 dated September 28, 2011. In addition, the City of North Lauderdale expressed interest in entering into an “evergreen” contract which allows for automatic renewal of the Agreement and reflects both parties’ long-term commitment to this Agreement. The City of Tamarac revised the Agreement to reflect the automatic renewals and ensure the Agreement is reviewed at least once every other year and the rates are adjusted per the Consumer Price Index (CPI) or Salary Rate of Change, whichever is greater. Per the Agreement, if both the CPI and Salary Rate of Change are negative, there would be no change to the rates.

If approved by Tamarac City Commission, the two Agreements would cover the following vehicles and equipment:

North Lauderdale Fire Fleet

Type of Equipment	Quantity
Heavy Equipment - Fire Apparatus	7
Pickup Trucks	2

North Lauderdale Public Works Fleet

Type of Equipment	Quantity
Heavy Equipment / Buses	12
Regular Vehicles	47
Small Equipment	225 (est)

Per the Agreement, if additional vehicles or heavy equipment are added, the annual maintenance costs will be adjusted accordingly. Small equipment maintenance and repairs are charged on an hourly basis only.

Agreement Summary:

The term of the Agreements would initially be for two (2) years. Upon the conclusion of the initial year, the hourly and annual preventive maintenance rates will be adjusted per Consumer Price Index (CPI) or Salary Rate of Change, whichever is greater. The rates will be adjusted every two (2) years after that based on a CPI Index or Salary Rate of change, whichever is greater. Per the Agreement, if both the CPI and Salary Rate of Change are negative, there would be no change to the rates. The City also will, periodically, review the rates charged with actual costs to ensure the City continues to receive fair and reasonable rates for services provided.

In addition, the Agreement is an “evergreen” contract that will renew automatically. However, either party may, unilaterally, opt to terminate the Agreement if it is no longer beneficial or desirable to continue.

Fiscal Impact:

The City of Tamarac determined a billable rate for all services that was advantageous to the City of Tamarac and was in-line with local industry standards. The City of Tamarac will receive monthly payments for the annual preventative maintenance of vehicles and equipment identified in the respective Agreements.

Annual Preventative Maintenance of NLFD Vehicles: \$14,570.63

Annual Preventative Maintenance of NLPW Vehicles: \$55,697.38

For services outside the normal preventative maintenance and for maintenance of all small equipment, the City will receive cost of materials plus \$57.65 per hour for services performed

during regular business hours and \$68.13 per hour for services performed outside of regular business hours.

Through Fiscal Year 2013, the City of Tamarac has received approximately \$480,000 in gross revenue (including pass-through costs and does not include offsetting labor and material costs). The actual amount of net revenue generated is dependent upon the amount of additional services required, cost of materials, and labor expenses.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2013_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF TAMARAC AND THE CITY OF NORTH LAUDERDALE PROVIDING FOR FLEET MAINTENANCE AND REPAIR SERVICES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE SAID AGREEMENT AND TAKE ALL STEPS NECESSARY TO EFFECTUATE THE INTENT OF THE RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac Public Works Department is responsible for the maintenance of City-owned vehicles and equipment; and

WHEREAS, the City of North Lauderdale has expressed interest in contracting with the City of Tamarac for maintenance and repair services of the North Lauderdale Fire Department Fleet and for the North Lauderdale Public Works Department; and

WHEREAS, the Public Works Director has reviewed the operations and resources of the Fleet Maintenance Division within the Public Works Department and has determined it is advantageous to the City to enter into the Interlocal Agreement with North Lauderdale for said fleet maintenance and repair services; and

WHEREAS, the City of Tamarac and North Lauderdale have negotiated an Agreement that will provide the aforementioned services in a cost-effective and efficient manner to North Lauderdale and provide the City of Tamarac reasonable compensation, a copy of the Agreement is hereto attached as "Exhibit 1"; and

WHEREAS, the Public Services Director and Financial Services Director recommend approval of the Interlocal Agreement with North Lauderdale for fleet maintenance and repair services; and

WHEREAS, the City Commission of the City of Tamarac believes the Interlocal Agreement with the City of North Lauderdale for fleet maintenance and repair services is in the best interest of the City of Tamarac.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof. All Exhibits attached hereto are hereby incorporated herein and made a specific part of this resolution.

SECTION 2: The City Commission hereby approves the Interlocal Agreement between the City of Tamarac and the City of North Lauderdale providing for fleet maintenance and repair services for the North Lauderdale Fire Department and North Lauderdale Public Works Department, attached hereto as "Exhibit 1", and authorizes the appropriate City Officials to accept and execute the Interlocal Agreement, to execute future renewals provided for in the Agreement assuming all terms and conditions of the Agreement remain equal, and to take all steps necessary to effectuate the intent of this resolution.

SECTION 3: All Resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2013.

BETH TALABISCO
MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
approved this RESOLUTION as
to form.

SAMUEL GOREN
CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF TAMARAC AND THE CITY
OF NORTH LAUDERDALE FOR PUBLIC WORKS AND FIRE FLEET
MAINTENANCE AND REPAIR SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into on the _____ day of _____, 2013, by and between:

The CITY OF TAMARAC, a Florida municipal corporation, hereinafter referred to as "TAMARAC;"

and

The CITY OF NORTH LAUDERDALE, a Florida municipal corporation, hereinafter referred to as "NORTH LAUDERDALE." TAMARAC and NORTH LAUDERDALE may be individually referred to as a "Party" and collectively referred to as the "PARTIES."

WITNESSETH:

WHEREAS, this Agreement is entered into pursuant to section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, TAMARAC and NORTH LAUDERDALE are municipal corporations of the State of Florida, the powers of which are defined in their respective charters and under State law; and

WHEREAS, NORTH LAUDERDALE has identified a need for certain vehicles maintenance and repair services for its various fire rescue and public works vehicles; and

WHEREAS, NORTH LAUDERDALE has previously identified, contracted with, and developed a working relationship with TAMARAC regarding the use of TAMARAC's resources for both in-house and contractual services for preventive maintenance and repair services for its municipal fire and public works vehicles; and

WHEREAS, the PARTIES desire to continue their contractual relationship through this Agreement by which TAMARAC will continue to provide preventive maintenance and repair services for NORTH LAUDERDALE's fleet of fire rescue and public works vehicles pursuant to the terms and conditions set forth herein; and

WHEREAS, TAMARAC has the experience, expertise, equipment, and materials to perform said preventive maintenance and repair services as described herein; and

WHEREAS, the PARTIES have determined that this Agreement is in the best interest of the health, safety, and welfare of the residents within NORTH LAUDERDALE and TAMARAC.

NOW THEREFORE, in consideration of the mutual terms, covenants, promises, covenants, and payments hereinafter set forth, TAMARAC and NORTH LAUDERDALE agree as follows:

RECITALS:

The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

DEFINITIONS:

Buses: Shall mean those vehicles designed to accommodate multiple seated and/or standing passengers. Buses typically seat ten (10) or more passengers seated with an aisle for standing or walking. For Preventive Maintenance purposes, buses are treated the same as Heavy Equipment, specifically included in the Agreement per **Exhibit "D"**.

Emergency Services: Shall mean those services for which the Tamarac Technician and/or towing services is required to do any repairs or services outside of regular business hours; and shall be invoiced a minimum of three (3) hours overtime labor rate per **Exhibit "A."**

Equipment: Shall mean specialized machinery and non-motorized attachments including, but not limited to, trailers, generators, etc.

Fire-Fighting Equipment: Shall mean any rolling apparatus, appliance, or attachment intended for use by the a fire service unit in the fire suppression activities including, but not limited to, fire extinguishers, hoses, ladders, truck-mounted pumps, etc., but not including any equipment considered to be part of a vehicle's engine.

Garage: Shall mean the City of Tamarac Garage located at 6011 Nob Hill Road, Tamarac, Florida.

Heavy Equipment: Shall mean heavy-duty equipment designed to perform specific functions such as carrying heavy loads, excavating, etc. Such equipment, although generally operated off-road, may be driven on streets, transported by trailer, or towed, specifically included in this Agreement per **Exhibit "D"**.

Major Repairs: Those repairs including, but not limited to, body work, total engine, transmission, differential gear assembly, overhaul, and hydraulic system services.

Minor Repairs: Those diagnostic services and repairs including, but not limited to, tune-ups, alignments, replacement and repair of tires, batteries, mufflers, brakes, alternators, fuel/water pumps, belts, shocks, struts, ball joints, etc.; air conditioning system, charging system, fuel system, electrical system, and cooling system services/repairs, and other similar minor services, but not including any operations considered "Major Repairs".

Preventive Maintenance: Shall mean those services typically implemented to ensure safety and avoid major repairs including, but not limited to, periodic oil changes, oil filter changes, chassis lubes, checking brakes, belts, fluids, wiper blades, and any other

potentially malfunctioning components. Preventive Maintenance shall be performed quarterly (four times annually) on Heavy Equipment, based on current use and industry standards; for Regular Vehicles Preventive Maintenance shall be performed every four (4) months or 3,000 miles, whichever comes first.

Regular Business Hours: Shall mean hours between 7:00 a.m. and 4:00 p.m. Monday – Thursday and 7:00 a.m. to 3:00 p.m. Friday, not including scheduled Tamarac Holidays.

Small Equipment: Shall meant any stationary, hand-held, or accessory equipment designed for a specific task, such equipment may be powered by combustion engine, electricity, compressed air, hydraulic, or other similar means (including, but not limited to, generators, trimmers, pumps, blowers, push mowers, chain saws, etc.). Small Equipment shall further include motorized or electric utility vehicles designed to carry equipment and/or passengers, but not typically intended for street-use (including, but not limited to, golf carts, Gators, riding mowers, lawn tractors, etc.), specifically included in this Agreement per **Exhibit “E”**.

Vehicles: Shall mean all North Lauderdale Public Works (NLPW) and North Lauderdale Fire Department (NLPW) vehicles specifically included in **Exhibits “C”** and **“D”** of this Agreement.

1. SCOPE OF SERVICES

1.1 TAMARAC shall provide Fleet Preventive Maintenance and Repair Services to NORTH LAUDERDALE PUBLIC WORKS DEPARTMENT (NLPW) and NORTH LAUDERDALE FIRE DEPARTMENT (NLFD) consisting of in-house and contractual services. The labor rate for all work performed by TAMARAC for routine and emergency services is specifically set forth in **Exhibit “A”**. For purposes of this Agreement, Emergency Services shall mean services for which the TAMARAC technician and/or towing services is required to do any repairs or services that are required to be provided outside the hours of 7:00 a.m. to 4:00 p.m., Monday – Thursday, 7:00 a.m. to 3:00 p.m. Friday, or on TAMARAC’S scheduled holidays.

1.1.1 Annual Cost Adjustment: Beginning at the conclusion of the first year upon execution of this Agreement and every two (2) years thereafter, the rates listed in **Exhibit “A”** shall be increased by the Annual CPI Adjustment or Annual Salary Adjustment, whichever is greater. In the event the CPI and Salary Adjustment for the previous twelve (12) months are negative, there shall be no adjustment to the rates.

1.1.2 Annual CPI Adjustment: As used herein, Annual CPI Adjustment shall mean, the increase in the Consumer Price Index (CPI) for US City Average of “Motor Vehicle Maintenance and Servicing” as published by U.S. Department of Labor, Bureau of Labor Statistics, or its successor agency for the latest available twelve (12) months.

- 1.1.3 Annual Salary Adjustment: As used herein, Annual Salary Adjustment shall mean, the annual percentage increase in accordance to any contractual wage adjustments for TAMARAC employees.
- 1.1.4 Fair and Reasonable Rates: The City of Tamarac may periodically analyze the rates, as set forth in Exhibit A and subsequent adjustments per this Agreement; and analyze the actual costs of providing the services per the scope of this Agreement. The City of Tamarac reserves the right to apply a supplemental rate adjustment to the Bi-Annual Rate Adjustment in order to preserve a reasonable and consistent differential between the rates charged and actual labor and material costs.
- 1.1.5 TAMARAC may provide recommendations to NORTH LAUDERDALE, regarding the replacement cycle of vehicles and equipment serviced under this Agreement. NORTH LAUDERDALE is not required to implement such replacement recommendations; however, the Annual Preventive Maintenance Rate outlined in **Exhibit "A"** may be subject to revision.
- 1.2 In-house and Sub-contracted work: Charges for work performed by in-house labor shall be billed at the labor rate listed in **Exhibit "A"**, with zero (-0-) markup on parts. Services provided contractually are listed in **Exhibit "B"** of this Agreement. A markup on services of 15% or one (1) hour of labor at the regular labor rate, whichever is less, will be assessed for the administration and handling of contractual work listed in **Exhibit "B"**. TAMARAC reserves the right to assign work to its subcontractors (defined as having an ongoing TAMARAC Contract) without incurring multiple quotes. Pursuant to City of Tamarac Purchasing Procedures and City Ordinance, TAMARAC may be required to obtain quotes for work greater than Two Thousand Five Hundred and 00/100 Dollars (\$2,500). In that event, TAMARAC will provide NORTH LAUDERDALE with copies of said quotes. TAMARAC reserves the right in its sole discretion to contract for work presently performed internally if workload or lack of manpower will have a negative impact on vehicle or equipment downtime. However, no work presently performed internally shall be contracted out without first providing NORTH LAUDERDALE the opportunity to bring the vehicle/equipment to another repair shop of NORTH LAUDERDALE'S choice.
- 1.3 In the event NORTH LAUDERDALE chooses to bring the vehicle/equipment to another location for the services outlined herein, NORTH LAUDERDALE shall be responsible for transporting such vehicle/equipment to such other repair shop and the only charges from TAMARAC shall be for inspection and evaluation to ascertain the problem. NORTH LAUDERDALE shall not incur any other charges from TAMARAC for such decision. NORTH LAUDERDALE shall provide TAMARAC with documentation of any service or repair provided by a third-party.

- 1.4 Preventive Maintenance Services shall be coordinated between the North Lauderdale Fire Chief, Public Works Director, or Designee and the City of Tamarac Fleet Maintenance Supervisor.
- 1.5 TAMARAC and NORTH LAUDERDALE agree that the labor rate provided under this contract is for vehicles and equipment of the type listed in the inventory listed in **Exhibits "C" and "D"** which may change from time to time. Should NORTH LAUDERDALE provide services that alter the nature of the vehicles and equipment included in the inventory found in **Exhibits "C" and "D"** then the PARTIES shall negotiate a Labor and Annual Preventive Maintenance Rate for said vehicles and equipment. However, no change in the labor rate, other than the annual CPI adjustment and annual salary adjustment set forth in Section 1.1 of this Agreement shall occur without the express written acceptance of the PARTIES. TAMARAC reserves the right to terminate this Agreement in accordance with Section 7 of this Agreement should TAMARAC and NORTH LAUDERDALE be unable to negotiate an acceptable rate. NORTH LAUDERDALE shall make any newly acquired vehicles available to TAMARAC for inspection prior to putting said vehicle in service.
- 1.6 The current budget and cost is provided in **Exhibit "A."** TAMARAC shall no later than May 31st of each year provide NORTH LAUDERDALE with a schedule and budget for required Preventive Maintenance for the upcoming Fiscal Year. The budget for Preventive Maintenance shall be adjusted accordingly for increases or decreases in NORTH LAUDERDALE's fleet compliment. For budgetary purposes, the annual CPI adjustment and annual salary adjustment shall be estimated; the actual CPI adjustment and actual salary adjustment shall be used implemented in the annual rate adjustment per section 1.1.
- 1.7 TAMARAC shall not repair any vehicle or equipment where cost of repair exceeds Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) without first providing NORTH LAUDERDALE a written cost proposal for such repairs (including parts and labor) and receiving written approval from NORTH LAUDERDALE's Fire Chief, Public Works Director, or designee for such repair(s). NORTH LAUDERDALE shall not be responsible for unauthorized repairs performed by TAMARAC.
- 1.7.1 TAMARAC shall deem NORTH LAUDERDALE to have consented to all repairs less than Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) upon executing this Agreement.
- 1.7.2 Reasonable consent for repairs exceeding Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) shall not be withheld by NORTH LAUDERDALE. Upon receipt of written cost proposal, NORTH LAUDERDALE shall have one (1) business day to approve or reject repair(s). No response to the written proposal shall be deemed to be an approval of said repair(s).

- 1.7.3 In the event NORTH LAUDERDALE desires to secure alternate quotes for major repairs after the unit has been transported to TAMARAC, NORTH LAUDERDALE shall be responsible for transporting the vehicle to other repair shops and at no time shall TAMARAC hold a vehicle for more than one (1) business day without requesting approval of major repairs from NORTH LAUDERDALE, subject to approval by TAMARAC.
- 1.7.4 Per Section 1.10, there shall be no fee incurred if NORTH LAUDERDALE determines it to be in its best interest to have repair services performed by a qualified third-party. If such a determination is made by NORTH LAUDERDALE, then NORTH LAUDERDALE shall provide documentation of such third-party services as described in section 1.3 of this Agreement.
- 1.7.5 If TAMARAC deems service to be essential to prevent further property damage or failure to perform service that would cause unsafe operation of the unit (e.g., imminent brake failure), NORTH LAUDERDALE shall have the service performed by TAMARAC or its contractor, or a qualified third-party. Failure to have such essential service performed may result in termination of this Agreement. TAMARAC may require NORTH LAUDERDALE to provide written acknowledgement of non-consent for essential services, wherein NORTH LAUDERDALE understands and accepts all liability for refusal of said essential services.
- 1.7.6 All repair and servicing of all Small Equipment of the type listed in Exhibit E shall occur at the TAMARAC Fleet Garage. If TAMARAC transports small equipment to the TAMARAC Fleet Garage for service or repair NORTH LAUDERDALE will be invoiced for transport per Section 3 (Compensation) of this Agreement. In the event multiple pieces of equipment are transported to or from the TAMARAC Fleet Garage, transportation costs shall be invoiced per trip, not an individual charge per piece of equipment.
- 1.7.7 Scope of Services shall not include repairs, service, or inspection of Vehicles, Heavy-Equipment, Fire-Fighting Equipment; and TAMARAC will not be responsible for the condition, safety, or operation of said Fire-Fighting Equipment.
- 1.8 Standard response to a vehicle requiring towing will consist of TAMARAC dispatching NORTH LAUDERDALE's Towing Service to bring the vehicle to the TAMARAC Fleet Garage upon which it will be serviced the next business day in accordance with the terms and conditions of this Agreement.
 - 1.8.1 The TAMARAC Fleet Maintenance Supervisor or Designee shall be authorized by NORTH LAUDERDALE to dispatch NORTH

LAUDERDALE's contracted Towing Service to bring vehicles and equipment listed in **Exhibits "C" and "D"** of this Agreement that are not in drivable condition or require service after hours.

- 1.8.2 NORTH LAUDERDALE shall be responsible for all costs associated with towing of vehicles and equipment.
- 1.9 NORTH LAUDERDALE is responsible for fuel and insurance premiums and costs for the vehicles and equipment in **Exhibit "C."**
- 1.10 NORTH LAUDERDALE shall be responsible for performing periodic vehicle inspection and upkeep per NFPA Standards and/or manufacturer's recommendation (e.g. visual inspection/monitoring of tire tread, air pressure, fluid levels, belts, etc.) to ensure safe operation of vehicles and equipment between services and identify potential service needs (e.g. visible leaks, loose or broken belts, etc.).
- 1.11 TAMARAC shall provide a quarterly performance report showing the average amount of time vehicles are out-of-service for Preventive Maintenance, Major Repairs, and for contractual services performed by TAMARAC sub-contractors.
- 1.12 NORTH LAUDERDALE shall sign the service ticket before accepting a repaired vehicle back in service. TAMARAC and NORTH LAUDERDALE shall inspect vehicles and equipment for any repairable damage (e.g. dents, scratches, etc.), which may not have been pre-existing to the unit being brought in for service. Any damage found shall immediately be brought to the attention of the Tamarac Fleet Services Supervisor.
 - 1.12.1 Prior to accepting or performing any work on a vehicle or equipment at the Fleet Garage or any other location, TAMARAC and NORTH LAUDERDALE shall inspect the unit and shall note any repairable damage (e.g. dents, scratches, etc.). Any such damage shall be deemed to be pre-existing.
 - 1.12.2 By signing the service ticket accepting a vehicle following any repair or service, NORTH LAUDERDALE acknowledges that the vehicle has no unreported repairable damage and shall have no future claims for any pre-existing repairable damage.
 - 1.12.3 This is a non-exclusive contract. NORTH LAUDERDALE may, in its sole and absolute discretion, utilize other qualified parties to provide any repair services provided by TAMARAC if NORTH LAUDERDALE deems it to be in the best interest of NORTH LAUDERDALE. Any such repairs performed by a third-party while this Agreement is in effect shall be reported to TAMARAC per Section 1.3 of this Agreement.

2. TERM

- 2.1 This Agreement shall be effective November 1, 2013 upon approval of TAMARAC's and NORTH LAUDERDALE's City Commissions and shall continue for a two (2) year term ending on September 30, 2015 (the "Initial Term").
- 2.2 This Agreement shall continue for additional two (2) year periods after the conclusion of the Initial Term unless otherwise terminated pursuant to Section 7 of this Agreement.

3. COMPENSATION

- 3.1 NORTH LAUDERDALE shall compensate TAMARAC as provided for in the pricing sheet attached as **Exhibit "A."**
- 3.2 TAMARAC shall submit an itemized invoice to NORTH LAUDERDALE, listing labor and parts per equipment number upon completion of the work performed in-house. For contractual work, a copy of the invoice from the sub-contractor shall be provided. Preventive Maintenance shall be billed each month at one-twelfth (1/12) of the annual fee. As provided for in the pricing sheet attached as **Exhibit "A,"** TAMARAC shall submit an invoice of the one-time pre-inspection of all vehicles and equipment included in **Exhibits "C" and "D"**.
- 3.3 Emergency services shall be invoiced a minimum of three hours overtime labor rate per **Exhibit "A."**
- 3.4 Labor for all service and repairs performed outside of the Tamarac Fleet Garage (e.g. road service) will include travel time to and from the service location (portal-to-portal billing).
- 3.5 Invoices shall be sent to:

NORTH LAUDERDALE FIRE:

Fire Chief
North Lauderdale Fire Dept.
6151 Bailey Road
North Lauderdale, FL 33068

and/or

NORTH LAUDERDALE PUBLIC WORKS:

Public Works Director
City of North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL 33068

- 3.6 NORTH LAUDERDALE shall make payment to TAMARAC within thirty (30) calendar days after receipt of each invoice. Payment shall be sent to the attention of

City of Tamarac
Attn: Department of Financial Services
Tamarac, Florida 33321

4. INDEMNIFICATION

- 4.1 In addition to the provisions set forth in Section 6 of this Agreement and to the extent permitted by law, each Party of this Interlocal Agreement shall indemnify and hold each other harmless, including its officers, elected officials, employees, and agents from and against any and all claims, injuries, damages, omissions, actions, or causes of action arising out, or as a result of the actions of each Party their agents, employees, contractors, or subcontractors under this Interlocal Agreement, provided, however, this indemnification shall only be to the extent and within the limitations of section 768.28, Florida Statutes, as may be amended from time to time.

5. WARRANTY

- 5.1 Warranty of Workmanship: TAMARAC warrants all workmanship for a period of ninety (90) days from date of completion. NORTH LAUDERDALE shall provide notice of such warranty claims to TAMARAC in writing or via email:

Fleet Maintenance Supervisor
City of Tamarac
6011 Nob Hill Road
Tamarac, Florida 33321
vinces@tamarac.org

COPY
TO

Public Works Director
City of Tamarac
6011 Nob Hill Road
Tamarac, Florida 33321
jacks@tamarac.org

- 5.2 Parts and materials used in conjunction with repair and service as provided in this Agreement shall remain subject to Manufacturer's Warranty.

6. INSURANCE

- 6.1 The PARTIES hereto acknowledge that NORTH LAUDERDALE is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. NORTH LAUDERDALE shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes, as may be amended from time to time.

- 6.2 The PARTIES hereto acknowledge that TAMARAC is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. TAMARAC shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes, as may be amended from time to time.
- 6.3 NORTH LAUDERDALE shall obtain at NORTH LAUDERDALE'S sole expense all necessary insurance in such form and amount as required by TAMARAC's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the TAMARAC. NORTH LAUDERDALE shall maintain such insurance in full force and effect during the life of this Agreement. NORTH LAUDERDALE shall provide to TAMARAC's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. NORTH LAUDERDALE will ensure that all subcontractors (towing) comply with the above guidelines and will retain all necessary insurance in full force throughout the term of this agreement.
- 6.4 NORTH LAUDERDALE shall indemnify and hold TAMARAC harmless for any damages resulting from failure of NORTH LAUDERDALE to take out and maintain such insurance. NORTH LAUDERDALE's General Liability Insurance policies shall be endorsed to add TAMARAC as an additional insured. NORTH LAUDERDALE shall be responsible for payment of all deductibles and self-insurance retentions on NORTH LAUDERDALE's Liability Insurance policies.
- 6.5 The following are required types and minimum limits of insurance coverage, which NORTH LAUDERDALE agrees to maintain during the term of this contract:

Line of Business/ Coverage	Occurrence	Aggregate
General Liability	\$1,000,000	\$2,000,000
Automobile Liability/Property	\$1,000,000	\$2,000,000
Workers' Compensation	Statutory	

7. TERMINATION

- 7.1 Each party is authorized to terminate this Agreement, with or without cause, by providing the other party sixty (60) days' notice of its intention to terminate the Agreement.
- 7.2 TAMARAC may, pursuant to Section 1.6.5 of this Agreement, terminate this Agreement if NORTH LAUDERDALE fails to have service performed without which would result in unsafe operation of the unit (e.g. imminent brake failure).

Notice of termination under this Agreement shall be provided by certified mail, return requested to:

If to TAMARAC:

Public Works Director
City of Tamarac Public Works
6011 Nob Hill Road
Tamarac, FL 33321

If to NORTH LAUDERDALE:

City Manager
City of North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL 33068

COPY
TO

City Attorney
City of North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL 33068

8. ASSIGNMENT

- 8.1 TAMARAC shall not assign or transfer its rights, title, or interests in the Agreement without NORTH LAUDERDALE's prior written approval.

9. GOVERNING LAW; VENUE

- 9.1 The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.
- 9.2 Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

10. ENTIRE AGREEMENT

- 10.1 This Agreement contains the entire understanding of the PARTIES relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both PARTIES. The failure of a Party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition, or election but the same shall continue and remain in full force and affect.

11. SEVERABILITY

- 11.1 Should any part, term, or provision of this Agreement be by a court of competent jurisdiction decided to be unconstitutional, invalid, illegal, or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

12. NOTICES

- 12.1 Unless otherwise specified herein, all notices and other communications required or permitted under this Agreement shall be in writing and given by either of the following: (a) hand delivery, (b) registered or certified mail, return receipt requested, (c) overnight courier, or (d) facsimile to the following individuals:

TAMARAC:

Fleet Maintenance Supervisor
City of Tamarac
6011 Nob Hill Road
Tamarac, Florida 33321
Phone: 954-597-3730
Fax: 954-597-3720

COPY
TO

Public Works Director
City of Tamarac
6011 Nob Hill Road
Tamarac, Florida 33321
Phone: 954-597-3734
Fax: 954-597-3710

NORTH LAUDERDALE FIRE:

Fire Chief
North Lauderdale Fire Dept.
6151 Bailey Road
North Lauderdale, FL 33068
Phone:
Fax:

COPY
TO

City Attorney
City of North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL 33068
Phone:
Fax:

NORTH LAUDERDALE PUBLIC WORKS:


Public Works Director
City of North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL 33068
Phone:
Fax:

COPY
TO

City Attorney
City of North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL 33068
Phone:
Fax:

Notice may be provided to such other address as any Party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered on the date delivered if by personal delivery of overnight courier, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be if mailed, or on the date of transmission with confirmed answer back if by facsimile.

IN WITNESS WHEREOF, CITY OF TAMARAC and CITY OF NORTH LAUDERDALE, FLORIDA, have executed this Agreement the Day and year first above written.

CITY OF TAMARAC, FLORIDA:
BY: 
MICHAEL C. CERNECH, CITY MANAGER

ATTEST:

PATRICIA TEUFEL, CMC, CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CITY OF NORTH LAUDERDALE:
BY: _____
AMBREEN BHATTY, CITY MANAGER

ATTEST:

PATRICIA VANCHERI, CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Exhibit A

Annual Preventive Maintenance, and Labor Rate Charges for NLPW and NLFD Vehicles specifically included in this Agreement:

1. Annual Preventive Maintenance of NLPW Vehicles inclusive of all parts and labor, but not including cost of any repairs, major or minor, that are identified as a result of Preventive Maintenance	\$ 54,333.61
2. Annual Preventive Maintenance of NLFD Vehicles inclusive of all parts and labor, but not including cost of any repairs, major or minor, that are identified as a result of Preventive Maintenance	\$14,570.63
3. Hourly Labor Rate for Regular Time Repairs (7:00 a.m. – 4:00 p.m. Monday – Thursday) (7:00 a.m. – 3:00 p.m. Friday)	\$ 57.65
4. Hourly Labor Rate for Overtime (Times outside of regular time, scheduled City of Tamarac Holidays, and weekends)	\$ 66.46
5. Contractual Services performed by City of Tamarac Subcontractors	Contracted Service Cost plus 15% or one hour of regular time labor (\$57.65) whichever is less
6. Parts	Cost of parts with zero (-0-) mark up

Exhibit B

CONTRACTUAL SERVICES

CURRENT SERVICES SUBCONTRACTED OUT:

Body Work
Glass Replacement
Major Engine Work
Transmissions
Alignments, Tire Repairs/Replacements
Interior Work
Tinting
Alarms
Decals and Stripping
Bucket Truck repairs & Certifications
Major Hydraulic Repairs
Oxygen Systems

Per this Agreement, the City of Tamarac reserves the right to assign work to its subcontractors for work presently performed internally if workload or lack of manpower will have a negative impact on vehicle or equipment downtime.

Exhibit C

Fire Fighting Equipment

North Lauderdale Fire Vehicles Part of Agreement

QTY	DESCRIPTION
1	Aerial Truck
2	Engines
4	Rescue Vehicles
2	Ford F-150 Pick-up

Should North Lauderdale provide services that alter the nature of vehicles and equipment included in this inventory, Tamarac and North Lauderdale will negotiate a labor rate for said vehicles and equipment.

Exhibit D

North Lauderdale Public Works Fleet

A-2	2011	Buick	LaCrosse CXS	1G4GE5ED7BF296445	727VKF
CD-4	2009	Dodge	Charger	2B3KA43009H534072	XA9636
CD-2	2003	Ford	Crown Victoria	2FAFP71W43X198577	222551
CD-3	2004	Ford	Crown Victoria	2FAFP71W44X157433	227992
CE-95	2011	Ford	Escape	1FMCU0C75BKC08873	XC9708
CE-96	2011	Ford	Escape	1FMCU0C74BKC66649	XC7554
CE-98	2011	Ford	Escape	1FMCU0C70BKC60105	XC9710
CE-99	2011	Ford	Escape	1FMCU0C76BKC60190	XC9709
CE-97	2012	Ford	Escape	1FMCU0C74CKB39405	XC9751
F-1	2003	Ford	Crown Victoria	2FAFP71W23X198576	222553
F-2	2005	Ford	F-150 Pickup	1FTRX12W95NB39970	239821
F-234	2006	Ford	F-150 Pickup	1FTRX12W46NB36041	232805
F-E34	2002	Pierce	Enforcer	4P1CT02A52A002616	215071
F-E44	2003	Pierce	Pumper	4P1CT02M93A003621	224440
F-R244	2003	Medtec	E-450 Rescue	1FDXE45F13HB37292	229198
F-R34	2004	Ford	F-450 Rescue	1FDXE45P84HB29068	214044
F-R44	2006	Ford	E-450 Rescue	1FTRX12W46NB36041	232805
F-R5	2009	Ford	F-450 Rescue	1FDXE45168DBS9764	XC0452
F-S44	2000	Pierce	Pumper/ squirt ladder truck	4P1CT02M0YA000256	204679
PR-1A	2011	Ford	F-150 Supercrew	1FTEW1CM0BFD22517	XC9755
PR-2	2007	Ford	F-150 Pickup	1FTRF12V37KB92341	XA5688
PR-3	2007	Ford	F-150 Pickup	1FTRF12286NB36043	239823
PR-5	2007	Ford	F-150 Pickup	1FTRF12257KC85111	XA9096
PR-6	2003	Ford	F-250 Super Crew	1FTNW20L23EC74267	222550
PR-7	2006	Ford	F-150 Pickup	1FTRF12266NB36042	239822
PR-9	2011	Ford	F-150 Pickup	1FTEX1CM2BFA24760	XC7539
PR-11	2010	Smart	Pasion Coupe (black)	WMEEJ31X69K298198	XB5354
PR-12	2010	Smart	Pasion Coupe (red)	WMEEJ31X09K251510	XB5355
PR-13	1999	Ford	Aerotech Bus	1FDXE40F5XHB13848	135993
PR-14	2002	Ford	Expedition	1FMRU15W02LA03959	200844
PR-15	2012	Ford	Escape	1FMCU0C71CKB62783	XC9752
PR-16	2011	Ford	F-150 Supercab	1FTEX1CM4BFB68746	XC9750
PR-17	2011	Ford	F-150 Supercab	1FTEX1CMXBFB68704	XC9749
PR-18	2014	FORD	F-250 Super Duty	1FT7X2B62EEA43255	
PR-111	1998	Freightliner	Bus	4UZ6CJAA3WCA40920	48087
PR-222	2001	Freightliner	Bus	4UZAAXAK12CJ32370	213190
PR-444	2001	Freightliner	Bus	4UZAAXAK52CJ32372	213189
PR-777	2013	Freightliner	Bus	1FVACWDU4DHFA0183	XD0562
PW-1	2011	Ford	Taurus	1FAHP2EW8BG176530	XC7538

PW-2	2003	Ford	Crown Victoria	2FAFP71W93X198574	222554
PW-3	2011	Ford	F-150 Pickup	1FTEX1CM1BFA49732	XC7537
PW-4	2004	Ford	Crown Victoria	2FAFP71W64X157434	227995
PW-5	2007	Ford	Taurus	1FAFP53U97A105180	239331
PW-6	2007	Ford	Ranger	1FTYR14U77PA84363	XA8443
CD-1	2003	Ford	Crown Victoria		222553
BM-1	2003	Ford	F-150 Pickup	1FTRX17233NB39143	222779
BM-2	2002	Ford	F-150 Pickup	1FTRF17212NB39501	214106
BM-3	2002	Ford	E-250 Van	1FTNE24L62HB10546	213200
BM-4	2007	Ford	E-350 Van Bucket Truck	1FTSS34L37DB09273	XA9094
BM-5	2000	Ford	F-150 Pickup	1FTZF1724YNB75269	201900
CM-1	2004	Ford	F-250 Pickup 4X4	1FTNF21L54ECG65062	227994
CM-2	2007	Ford	F-150 Pickup 4X4	1FTRF14W37NA37812	XA5687
S-1	2002	Ford	F-150 Pickup	1FTRF17232NB39502	213202
S-2	2003	Ford	F-250 Super Crew	1FTNW20L43EC74268	222784
S-3	1999	Ford	F-150 Pickup	1FTZF172XXNB25054	135763
S-5	2002	Sterling	Flat Bed	2FZAAMBV82AK05741	210767
S-7	1999	Sterling	Dump Truck	2FZNRJBB9XAA92150	135768
S-35	1997	John Deere	310E Backhoe	T0310EX834367	
S-36	2006	Cat	420 E Backhoe		
S-37	1997	John Deere	Loader	T6244HX000067	
SW-1	2005	Ford	F-150 Pickup	1FTRF12295NB39967	232804
SW-2	2005	Ford	F-150 Pickup	1FTRF12205NB39968	232803
SW-3	2005	Ford	F-150 Pickup	1FTRF12225NB39969	232806
SW-4	2011	Ford	F-150 Supercrew	1FTEW1CM6BFD16060	XC9748
SW-5	2011	Ford	F-150 Supercrew	1FTEW1CM6BFC77714	XC9754
SW-6	2011	Ford	F-150 Supercrew	1FTEW1CM4BFC77713	XC9753
SW-7	2013	Ford	F-150 Pickup		
U-1	2007	Ford	F150 Pickup	1FTRF12237KC85110	XA8442
U-2	2011	Ford	F-250 Pickup w/ Utility Body	1FDBF2A68BEA09312	XC7540
U-5	2008	Ford	BOX VAN	1FCLE49L58DA00101	XB1288
USW-1	2004	Ford	F-150 Pickup	2FTRX17254CA63397	227993
USW-2	2003	Ford	F-150 Pickup	1FTRX17213NB39142	222778
USW-3	2003	Ford	F-150 Pickup	1FTRX17233NA88954	202695
USW-4	2000	Ford	Ranger	1FTYR14U5YTA96559	202459
USW-5	2002	Sterling	Dump Truck	2FZHANBSX2AK07291	210766
USW-6	2004	Ford	F-150 Pickup	2FTRX17254CA63397	227993
PR-10	2000	Ford	F-150 Pickup	1FTZF1720YNB75270	201899

Should North Lauderdale provide services that alter the nature of vehicles and equipment included in this inventory, Tamarac and North Lauderdale will negotiate a labor rate for said vehicles and equipment.

Exhibit E

North Lauderdale Public Works Small Equipment Inventory

SMALL EQUIPMENT

ID	DESCRIPTION
S1	Honda Generator
SL6	Stihl Edger
SL8	Onan Generator
SL011	Hand-held Stihl Blower
SL015	Stihl street saw
SL3	Power gard generator
SL5	Stindawa hedge trimmer
SL7	Northern Pressure Pump
SL9	Echo street saw
SL10	Jack Hammer (sully air)
SL11	Jack Hammer (standby hydraulic)
SL12	Jack Hammer (racing hydraulic)
SL012	Brigg 3" mud pump
SL 103B	Brigg 3" mud pump
SL14	Mikisa Stone compactor orange
SL15	Stihl street saw
SL23	Hustler 927970 06071751
SL25	Hustler 927475 04091215
SL30	Bomag roller and trailer
SL33	Asphalt tamper Wachter SN90
SL49	Concrete mixer
SL 50	Stihl edger
SL51A	Stihl chain saw
SL52A	Stihl chain saw
SL53	Stihl chain saw
SL58	Kohler pressure cleaner
SL54	Stihl chain saw
SL64	Stihl Edger
SL61	Target concrete saw
SL66	Stihl Edger
SL68	Stihl string trimmer
SL70	Billy goat (john deere)

SL71	Billy goat (john deere)
S 72	Alegro power fan
SL 78	Stihl blower
SL82	Stihl string trimmer
SL 83	Stihl string trimmer
SL 84	Stihl string trimmer
SL85	Stihl hedge trimmer
SL86	Stihl hedge trimmer
SL90	Stihl string trimmer
SL91	Stihl back pack blower
SL92	Stihl string trimmer
SL93	Stihl back pack blower
SL94	Stihl string trimmer
SL95	Stihl back pack blower
SL96	Stihl pole saw
SL97	Stihl edger
SL98	Stihl edger
SL99	Stihl edger
SL100	Stihl chain saw
SL101	Stihl chain saw
SL102	Stihl back pack blower
SL103A	Stihl back pack blower
SL104	Stihl back pack blower
SL105	Stihl chain saw
SL106	Stihl string trimmer
SL107	Stihl string trimmer
SL108	Stihl String trimmer
SL109	Stihl string trimmer
SL110	Stihl string trimmer
SL111	Stihl Edger
SL112	Stihl Edger
SL113	Stihl Edger
SL114	Stihl hedge trimmer
SL115	Stihl tree saw
SL116	Stihl chain saw
SL178	Mower 48" Hustler Glen 927970 06071718
SL179	Mower 48" Hustler Glen 927970 06071718
SL180	Mower 52" Lazer Glen
CM1	Boat and trailer
CM2	Honda spray pump 5.5
CM3	Stihl chain saw

CM4	Stihl weed trimmer
CM5	Stihl hedge trimmer
CM6	Stihl tree saw
CM7	Johnson outboard motor
CM8	Stihl string trimmer
CM10	Stihl tree saw
CM11	Stihl chain saw
CM12	Stihl chain saw
CM13	Stihl chain saw
CM14	Stihl back pack blower
U1	Stihl chain saw
U2	Stihl chain saw
U3	Stihl chain saw
U4	Stihl chain saw
U5	Coleman generator (gas)
U6	Stihl street saw
U7	Stihl street saw
U8	Maxa generator
U9	Stihl string trimmer
U10	Stihl string trimmer
U11	String string trimmer
U12	Power air compressor
U14	Stihl street saw
U15	Portable 1/2 HP Pump
U16	Portable 1/2 HP Pump
U17	Coleman generator
U18	Home lite 1" pump
U19	Home lite 1" pump
U20	Stihl chain saw
U22	Stihl street saw
U24	Coleman generator
U25	Stihl street saw
U27	5.5 Honda 3' pump
SU20	Stihl chain saw
SU21	Honda 2' pump
SU26	Mud pump
SL 51B	Mud pump 2" Wecker PD2
SL52B	3" mud pump
SU60	Wack 6" pump
SU70	Wack 6" pump
SU81	Coleman generator (gas)

SL80	Home lite 3" pump
FM2	Pipe threader
FM5	Electric saw
WP1	Snapper mower
WP3	Hand held blower
WP4	Stihl string trimmer
WP5	Stihl edger
EM01	City Hall generator
EM02	Water plant generator
P1	Ford Tractor
P3	Mark
P2	Torro-Reye Lawn Mower 4 Amtons
P5	Kawasaki mule
P6	Torro 3200 work man
P7	Torro workman 3300d spreader
P8	Torro 3500 reel mower
P9	Shindawa mud pump
P10	Maruyama trimmer
P11	Stihl back pack blower
P12	Stihl back pack blower
P13	Stihl chain saw
	N1 EqSW1 SW2 WT/NLEQFT PRT1 RRE1
P14	Stihl chain saw
P15	Stihl hedge trimmer
P16	Stihl hedge trimmer
P17	Sthil pole pruner
P18	Titon pro marker
P19	Stihl weed trimmer
P20	Stihl String trimmer
P21	Stihl edger
P22	Stihl edger
P23	Stihl hand blower
P24	Stihl hand blower
P25	3 wheel field rake
P27	Stihl back pack blower
P28	Stihl back pack blower
P29	Echo hand held blower
P30	Bob cat leader #753
P31	Stihl 025 chain saw
P32	Stihl FC 75 edger
P33	Stihl FC 75 edger

P34	Stihl FS 85 string trimmer
P35	Stihl FS 85 string trimmer
P43	Edger
P44	52" mower Hamptons Hustler
PL9	Echo hand held blower
PL18	Stihl chain saw
PL21	Echo hedge trimmer
PL22	Echo string trimmer
PL57	Stihl chain saw
PL13	Green machine string trimmer
PL13	Echo weed trimmer
PL14	Smithco spray rig
P36	Parks Makita generator
PL40	Echo string trimmer
PL60	Stihl chain saw
P68	Toro ground master 52" P67 30230 90139
P69	Toro ground master 72"
P70	Ground master 223-D lawn tractor
P71	Hustler 927111 04090717
PL86	Echo string trimmer
PL88	Echo mud pump
PR12	Back pack blower
PR13	Back pack blower
PR15	Wagner line
PR18	Chain saw
PR20	Weed wacker
PR 21	Weed wacker
PR 22	Blower
PR44	Edger
PR45	Edger
PR48	Chain saw
PR49	Chain saw
PR50	Edger
PR51	Edger
PR61	Echo hand held blower
PR62	Echo hand held blower
PR63	Echo hand held blower
PR64	Echo hand held blower
PR65	Stihl back pack blower
PR67	Stihl string trimmer
PR70	Stihl chain saw

PR71	Stihl chain saw
PR89	Irrigation pump
PR127	Power pruner
PR480	Trimmer
PR148	Chain saw
PL85	Echo string trimmer
H3	General pole digger
HL9	Snapper push mower
HL11	Echo Edge trimmer
HL12	Johnson outboard
HL57	Stihl chain saw
P65	Stihl back blower
PL68	Stihl chain saw
PL69	Bear cat chipper
PL72	Club car
PL75	Harvestor ditch witch
PL5	Club car
PL3	Jacobson turf cat
PL17	Jake turf cat
PL28	Stihl Edger
PL33	Stihl Edger
PL45	60" Jacobson turf cat
PL49	Echo power blower
PL48	Echo power blower
PW AIR	Air Compressor
CS40	Vac Machine ATLV
NEW MOWERS	
NLEQJD01	tc920ak010211 Johndeer
NLEQJD02	tc99zsc056396 Johndeer
NLEQJD03	tc920ak010764 Johndeer
NLEQJD04	tc920ak010206 Johndeer
NLEQJD05	tc920ak010295 Johndeer
NLEQJD06	tc920ak010298 Johndoor
NEW TRAILERS	
NLPWT1	1S9001629A1303537 Suncoast
NLPWT2	1S9001622A1303539 Suncoast
NLPWT3	1S9001620A1303538 Suncoast



Title - TR12419 - Oasis Pub of Tamarac

A Resolution of the City Commission of the City of Tamarac, Florida, granting approval of the Special Extended Hours Permit Renewal, requested by Gary Bruce Walker, owner of the Oasis Pub of Tamarac, Inc. (d/b/a: Oasis Pub), to extend the hours of the on-premise sale and consumption of alcoholic beverages and to open for business at 7:00 a.m. on weekdays, and Sunday's, pursuant to the City of Tamarac Ordinance No. O-85-38, for the Oasis Pub of Tamarac, Inc. (d/b/a: Oasis Pub) located in the Three Lakes Plaza at 3224 West Commercial Boulevard (Case No. 18-MI-13); providing for conditions of approval; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Name:

Description:

- 📎 [TR12419-Oasis_Pub_Memo_rev.pdf](#)
- 📎 [12419rev_-Resolution-Oasis_Pub_Extended_Hours_Renewal.doc](#)
- 📎 [TR12419-Extended_Hours_Application.pdf](#)
- 📎 [TR12419-Alcohol_Beverage_License.pdf](#)
- 📎 [TR12419-Certificate_of_Liability_Insurance.pdf](#)
- 📎 [12419rev_-Resolution-Oasis_Pub_Extended_Hours_Renewal.doc](#)

TR12419-Memo
TR12419-Resolution
TR12419-Special Extended Hours Application
TR12419-Alcohol Beverage License
TR12419-Certificate of Insurance
TR12419-Resolution

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 13-10-007M
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech,
City Manager

DATE: October 23, 2013

FROM: Frank L. Zickar,
Interim Director of Community
Development

RE: Oasis Pub of Tamarac, Inc. (dba
Oasis Pub) – Special Extended
Hours Permit (Renewal)
Case No. 18-MI-13
Temp Reso. No. 12419

Recommendation: The Interim Director of Community Development recommends the Mayor and City Commission approve the renewal of the Special Extended Hours Permit requested by Gary Bruce Walker, owner of the Oasis Pub of Tamarac, Inc. (dba: Oasis Pub), to extend the hours of the on-premise sale and consumption of alcoholic beverages and to open for business at 7:00 a.m. on weekdays and Sunday's at its November 13, 2013 meeting.

Issue: Gary Bruce Walker, the owner of the Oasis Pub of Tamarac, Inc. (d/b/a: Oasis Pub), located at 3244 West Commercial Boulevard (Three Lakes Plaza), received approval of a Special Extended Hours Permit in 2006 and has renewed it consistently since. The prior Extended Hours Renewal was approved by Resolution, R-2009-143.

The City of Tamarac has received a request from the current owner, Gary Bruce Walker, to renew the Special Extended Hours Permit, pursuant to the City of Tamarac's Code of Ordinance No. 0-85-38, to extend the hours of the on-premise sale and consumption of alcoholic beverages, and to open for business at 7:00 a.m. on weekdays and on Sundays.

Background: Section 3-2 through 3-5 of the City of Tamarac Code of Ordinances addresses the on-premise sale and consumption of alcoholic beverages. It is prohibited on Sundays from 2:01 a.m. to 12:00 noon and weekdays between the hours of 2:00 a.m. and 8:00 a.m. A Special Extended Hours Permit is required for extension of hours as per Section 3-5 of the City of Tamarac Code of Ordinances.

Broward's Sheriff's Office (BSO) reviewed its records for calls associated with this business and has determined that the extended hours request will not adversely affect their operation as the early morning hours generate minimal requests from BSO. The owner is requesting this extension to accommodate night shift workers. The owner informed staff that business is brisk in the early hours due to a lack of similar opportunities in the area.

The Special Extended Hours Permit is a privilege and subject to approval by the City Commission of the City of Tamarac. A fee of \$670.10 is payable by the applicant upon approval of the Special Extended Hours Permit by the City Commission. The Special Extended Hours Permit is renewable every three (3) years, and is non-transferable to any other party without approval of the City Commission.

ANALYSIS: The approval of the Special Extended Hours Permit is based upon the following conditions of approval:

- (1) Every day, including Sunday, the hours of sale may be extended to 7:00 a.m. (i.e., one (1) hour earlier than the standard 8:00 a.m. opening for weekdays and five (5) hours earlier on Sundays).
- (2) For New Year's Eve (December 31), the hours of sale may be extended to 4:00 a.m. on New Year's Day (January 1).
- (3) For St. Patrick's Day (March 17), the hours of sale may be extended to 4:00 a.m. on March 18.
- (4) The Special Extended Hours Permit is for a three (3) year period only and must be renewed every three (3) years by City Commission approval;
- (5) The Special Extended Hours Permit is not transferable to any other party without approval of the City Commission of the City of Tamarac, Florida.


FISCAL IMPACT: There is no direct budgetary impact. This application is being funded by a processing fee of \$670.10.

CONCLUSION: This item supports Policy 10.2 of the City's Comprehensive Plan Housing Element stating *"The Tamarac Land Development Code shall continue to provide for differing intensities of commercial development which are compatible with adjacent and surrounding land uses"*.

The proposed development also supports Strategic Plan Goal #5, a Safe and Vibrant Community, by developing an understanding of the unique needs of each neighborhood and commercial area.

City Manager
Oasis Pub – Special Extended Hours Permit
Case No. 18-MI-13 – Temp Reso # 12419
October 23, 2013 – Page 2

Staff recommends the Mayor and City Commission approve the renewal of the Special Extended Hours Permit requested by Gary Bruce Walker, owner of the Oasis Pub of Tamarac, Inc. (dba: Oasis Pub), to extend the hours of the on-premise sale and consumption of alcoholic beverages and to open for business at 7:00 a.m. on weekdays and Sunday's at its November 13, 2013 meeting.


Frank L. Zickar,
Interim Director of Community Development

FLZ/JY/alg

Attachment: Temporary Resolution 12419
Alcoholic Beverage License
Certificate of Insurance
Special Extended Hours Application

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2013-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, GRANTING APPROVAL OF THE SPECIAL EXTENDED HOURS PERMIT RENEWAL, REQUESTED BY GARY BRUCE WALKER, OWNER OF THE OASIS PUB OF TAMARAC, INC. (d/b/a: OASIS PUB), TO EXTEND THE HOURS OF THE ON-PREMISE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES AND TO OPEN FOR BUSINESS AT 7:00 A.M. ON WEEKDAYS, AND SUNDAY'S, PURSUANT TO THE CITY OF TAMARAC ORDINANCE NO. O-85-38, FOR THE OASIS PUB OF TAMARAC, INC. (DBA: OASIS PUB) LOCATED IN THE THREE LAKES PLAZA AT 3224 WEST COMMERCIAL BOULEVARD (CASE NO. 18-MI-13); PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tamarac, Florida, has found that neighboring cities have legislated extended hours for the on-premise sale and consumption of alcoholic beverages; and

WHEREAS, the City of Tamarac Code of Ordinance No. O-85-38 provides for the granting of a Special Extended Hours Permit for the on-premise sale and consumption of alcoholic beverages and establishes a Special Extended Hours Permit fee and all conditions for City Commission approval; and

WHEREAS, on September 23, 2013, Gary Bruce Walker, Owner of the Oasis Pub of Tamarac, Inc. (dba: Oasis Pub) requested to renew a Special Extended Hours Permit to extend the hours of the on-premise sale and consumption of alcoholic beverages and to open for business at 7:00 a.m. on weekdays and Sunday's (attached hereto as Exhibit "1"); and

WHEREAS, the Interim Director of Community Development recommends approval of the renewal of the Special Extended Hours Permit for the on-premise sale and consumption of alcoholic beverages and to open for business at 7:00 a.m. on weekdays and Sunday's for the Oasis Pub of Tamarac, Inc. (dba: Oasis Pub); and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac to grant approval of the renewal of the Special Extended Hours Permit, requested by Gary Bruce Walker, Owner of the Oasis Pub of Tamarac, Inc. (d/b/a: Oasis Pub), to extend the hours of the on-premise sale and consumption of alcoholic beverages and to open for business at 7:00 a.m. on weekdays and on Sunday's, pursuant to the City of Tamarac Ordinance No. O-85-38, for the Oasis Pub of Tamarac, Inc. (d/b/a: Oasis Pub) located in the Three Lakes Plaza at 3224 West Commercial Boulevard.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution; all exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: That the granting of approval for the Oasis Pub of Tamarac, Inc. (DBA: Oasis Pub) located in the Three Lakes Plaza at 3224 West Commercial Boulevard, to extend the hours of on-premise sale and consumption of alcoholic beverages and to open for business at 7:00 a.m. on weekdays and on Sunday's is contingent upon the City

of Tamarac receiving a current State of Florida Department of Business Regulation Division of Alcoholic Beverages and Tobacco License (attached hereto as Exhibit “2”).

SECTION 3: That proper insurance coverage is provided to the City of Tamarac in connection with the Special Extended Hours Permit for the on-premise sale and consumption of alcoholic beverages and to open for business at 7:00 a.m. on weekdays and on Sunday’s (attached hereto as Exhibit “3”).

SECTION 4: That pursuant to the City of Tamarac Ordinance No. O-85-38, approval of the Special Extended Hours Permit for the on-premise sale and consumption of alcoholic beverages is approved for the following extended hours and conditions:

1. Everyday, including Sunday, the hours of sale may be extended to 7:00 a.m. (i.e., one (1) hour earlier than the standard 8:00 a.m. opening for weekday’s and five (5) hours earlier on Sundays).
2. For New Year’s Eve (December 31), the hours of sale may be extended to 4:00 a.m. on New Year’s Day (January 1);
3. For St. Patrick’s Day (March 17), the hours of sale may be extended to 4:00 a.m. (March 18);
4. The Special Extended Hours Permit is for a three (3) year period only and must be renewed every three (3) years by City Commission approval;
5. The Special Extended Hours Permit is not transferable to any other party without approval of the City Commission of the City of Tamarac, Florida.

SECTION 5: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this day of , 2013.

BETH TALABISCO,
MAYOR

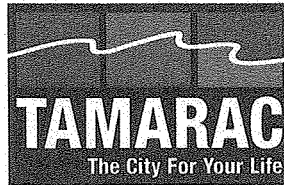
ATTEST:

PAT A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that
I have approved this
RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY

COMMUNITY DEVELOPMENT
DEPARTMENT



Jennifer K. Bramley
DIRECTOR

CITY OF TAMARAC
COMMUNITY DEVELOPMENT DEPARTMENT
BUSINESS REVENUE DIVISION

SPECIAL EXTENDED HOURS PERMIT
NEW - RENEWAL

DATE SUBMITTED: 9/23/13 THREE (3) YEAR TERM: _____

OWNERS NAME: GARY BRUCE Walker

DATE OF BIRTH: 6/17/1957 S.S. #: 236-92-0736

HOME ADDRESS: 6920 NW 34 AVE

CITY: FT LAUDERDALE STATE: FL

HOME PHONE NO.: 954-970-5017 BUSINESS NO: 954-733-6688

CITY BUSINESS REVENUE NUMBER: 10-9187

BUSINESS NAME: Oasis Pub of Tamarac

BUSINESS ADDRESS: 3224 W. Commercial Blvd.

SPECIAL EXTENDED HOURS PERMIT FEE DUE: \$670.10

DATE PAYMENT RECEIVED: 9/19/13 CHECK NO: 5097

AMOUNT OF PAYMENT RECEIVED: \$ 670.10

APPLICANT TO FURNISH COPIES OF THE FOLLOWING DOCUMENTS WITH
APPLICATION:

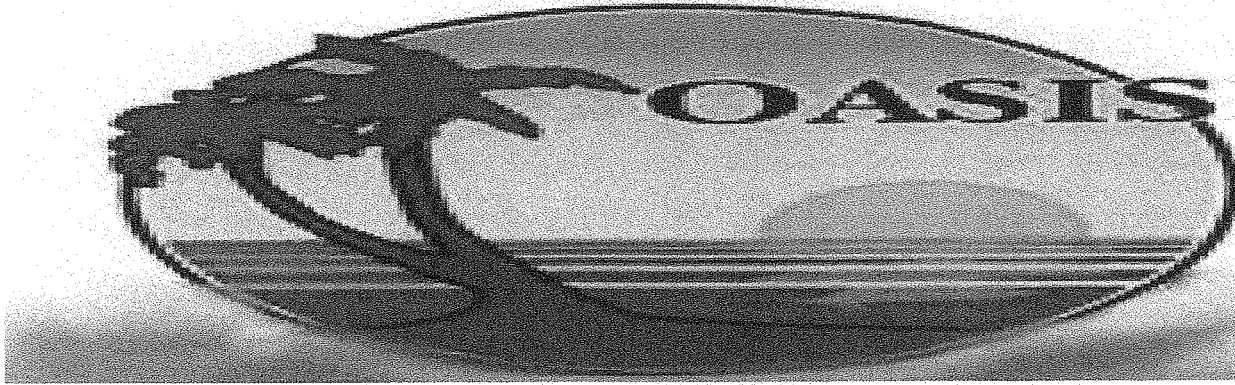
- STATE LIQUOR LICENSE
- FLORIDA DRIVERS LICENSE
- CERTIFICATE OF LIABILITY INSURANCE
- ARTICLES OF INCORPORATION
- LETTER REQUESTING RENEWAL OF EXTENDED HOURS PERMIT

DATE APPROVED BY CITY COMMISSION: _____

RESOLUTION NO.: _____

"Committed to Excellence... Always."

TAMARAC.ORG



Judith Yacobellis,
City of Tamarac
Community Development Dept.
7525 N.W. 88th Ave.
Tamarac, FL 33321

Judith,

Thank You for the opportunity to apply for the renewal of my extended hours permit for another three (3) years.

I am asking the City Commissioners of Tamarac to extend the permit issued to my establishment granted back in 2006 and again in 2009. My hours of operation are from 7:00am until 2:00am, I do not wish to remain open past the 2:00am hours, I am only interested in being able to open my business at 7:00am seven days a week.

In the tumultuous world of small business, I ask that I be allowed the ability to compete with my larger competitors.

Thank You in advance,

A handwritten signature in dark ink, appearing to read "G. Bruce Walker". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

G. Bruce Walker, Pres.

Oasis Pub of Tamarac, Inc.

CITY OF TAMARAC
2013 SEP 23 AM 7:53

Florida *Highway Safety*
DRIVER LICENSE CLASS E
W426-282-57-217-0
GARY BRUCE
WALKER
6920 NW 34TH AVE
FT LAUDERDALE, FL 33309
DOB: 06-17-1957 SEX: M
ISSUED: 06-27-2011 HOT: 6-02
EXPIRES: 06-17-2020
REST
ENDORSE
SAFE DRIVER
Operation of a motor vehicle constitutes consent to any sobriety test required by law.

DESIGNATION OF AGENT
FOR QUASI-JUDICIAL PROCEEDINGS

DATE: 10/28/13

CASE NO.:

IN THE MATTER OF:

ANY PERSON APPEARING ON YOUR BEHALF, IN YOUR ABSENCE, MUST BE DESIGNATED AS YOUR AGENT ON THIS FORM OR SUCH PERSON WILL NOT BE ENTITLED TO SPEAK AT THE QUASI-JUDICIAL HEARING AND THE MATTER MAY BE DETERMINED WITHOUT THE BENEFIT OF THEIR TESTIMONY.

Bruce Walker, WILL ATTEND THE QUASI-JUDICIAL
(insert name of Agent)

HEARING TO BE HELD IN MY ABSENCE. IN ADDITION,

Bruce Walker HAS MY PERMISSION TO ACT AS MY AGENT IN ALL MATTERS RELATING TO ANY PROCEEDINGS RELATED TO

Extended hours permits for Oasis Pub of Taramac, Inc
(Address of subject property) located: 3224 W. Commercial Blvd
Taramac, FL 33309

THIS FORM MUST BE RETURNED PRIOR TO THE QUASI-JUDICIAL HEARING.

SIGNATURE OF OWNER:

NAME/ADDRESS AND PHONE NO.

OF DESIGNATED AGENT:

[Signature]
YDB Three Lake LLC
(Print Name of Owner) AVI DISHI

G. Bruce Walker
6920 NW 34 Ave Ft. Lauderdale, FL 33309
(Print Name of Designated Agent)

[Signature]

Phone: 954-683-1608 Fax: _____

STATE OF FLORIDA: NEW YORK

COUNTY OF BROWARD:

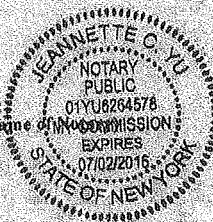
The foregoing instrument was acknowledged before me this 28 day of October, 2013 by AVI DISHI, owner of property, who is personally known to me or has produced identification (_____) and (type of identification) who (did/did not) take an oath.

Notary Public State of Florida NEW YORK

My Commission Expires:

[Signature]
7/2/16

JEANNETTE C. YU
(Type or print name of Notary Public)



**Electronic Articles of Incorporation
For**

P05000164972
FILED
December 20, 2005
Sec. Of State
Ipooe

OASIS PUB OF TAMARAC, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

OASIS PUB OF TAMARAC, INC.

Article II

The principal place of business address:

3224 WEST COMMERCIAL BLVD.
TAMARAC, FL. 33309

The mailing address of the corporation is:

3224 WEST COMMERCIAL BLVD.
TAMARAC, FL. 33309

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

100 COMMON SHARES WITHOUT PAR VALUE

Article V

The name and Florida street address of the registered agent is:

GARY B WALKER
3224 WEST COMMERCIAL BLVD.
TAMARAC, FL. 33309

2013 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P05000164972

Entity Name: OASIS PUB OF TAMARAC, INC.

Current Principal Place of Business:

3224 WEST COMMERCIAL BLVD.
TAMARAC, FL 33309

Current Mailing Address:

3224 WEST COMMERCIAL BLVD.
TAMARAC, FL 33309

FEI Number: 20-3972347

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WALKER, GARY B
3224 WEST COMMERCIAL BLVD.
TAMARAC, FL 33309 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail Detail :

Title PSTD
Name WALKER, GARY B
Address 5816 NW 43 AVENUE
City-State-Zip: FT. LAUDERDALE FL 33319

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GARY WALKER

PRESIDENT

04/29/2013

Electronic Signature of Signing Officer/Director Detail

Date



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

850.487.1395

OASIS PUB OF TAMARAC INC
OASIS PUB
6920 NW 34 AVE.
FORT LAUDERDALE FL 33309

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

BEV1601335 ISSUED: 03/05/2013
TOB-DUAL LICENSE
RETAILER OF ALCOHOLIC BEVERAGES
OASIS PUB OF TAMARAC INC
OASIS PUB

IS LICENSED under the provisions of Ch.565 FS.
Expiration date : MAR 31, 2014 L1303050003153



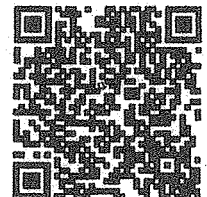
The Department of State is leading the commemoration of Florida's 500th anniversary in 2013. For more information, please go to www.VivaFlorida.org.

DETACH HERE

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO

LICENSE NUMBER	SERIES TOBACCO
BEV1601335	4COP DUAL LICENSE

The RETAILER OF ALCOHOLIC BEVERAGES
Named below IS LICENSED
Under the provisions of Chapter 565 FS.
Expiration date: MAR 31, 2014



OASIS PUB OF TAMARAC INC
OASIS PUB
3224 WEST COMMERCIAL BLVD
TAMARAC FL 33309





CERTIFICATE OF LIABILITY INSURANCE

OASIS-1 OP ID: NAZ

DATE (MM/DD/YYYY)

09/17/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Premier Protection Insurance 409 SE 7th St Fort Lauderdale, FL 33301 Douglas A. Levy	Phone: 954-467-8738 Fax: 954-944-1881	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Oasis Pub of Tamarac, Inc. 3224 W Commercial Blvd Ft. Lauderdale, FL 33309		INSURER(S) AFFORDING COVERAGE INSURER A: Penn-America Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 32859

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PAC7040057	08/08/2013	07/08/2014	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						PRODUCTS - COMP/OP AGG \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							WC STATU-TORY LIMITS
							OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION****TAMAR-2**City of Tamarac
7525 NW 88th Ave
Tamarac, FL 33321

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2013-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, GRANTING APPROVAL OF THE SPECIAL EXTENDED HOURS PERMIT RENEWAL, REQUESTED BY GARY BRUCE WALKER, OWNER OF THE OASIS PUB OF TAMARAC, INC. (d/b/a: OASIS PUB), TO EXTEND THE HOURS OF THE ON-PREMISE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES AND TO OPEN FOR BUSINESS AT 7:00 A.M. ON WEEKDAYS, AND SUNDAY'S, PURSUANT TO THE CITY OF TAMARAC ORDINANCE NO. O-85-38, FOR THE OASIS PUB OF TAMARAC, INC. (DBA: OASIS PUB) LOCATED IN THE THREE LAKES PLAZA AT 3224 WEST COMMERCIAL BOULEVARD (CASE NO. 18-MI-13); PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tamarac, Florida, has found that neighboring cities have legislated extended hours for the on-premise sale and consumption of alcoholic beverages; and

WHEREAS, the City of Tamarac Code of Ordinance No. O-85-38 provides for the granting of a Special Extended Hours Permit for the on-premise sale and consumption of alcoholic beverages and establishes a Special Extended Hours Permit fee and all conditions for City Commission approval; and

WHEREAS, on September 23, 2013, Gary Bruce Walker, Owner of the Oasis Pub of Tamarac, Inc. (dba: Oasis Pub) requested to renew a Special Extended Hours Permit to extend the hours of the on-premise sale and consumption of alcoholic beverages and to open for business at 7:00 a.m. on weekdays and Sunday's (attached hereto as Exhibit "1"); and

WHEREAS, the Interim Director of Community Development recommends approval of the renewal of the Special Extended Hours Permit for the on-premise sale and consumption of alcoholic beverages and to open for business at 7:00 a.m. on weekdays and Sunday's for the Oasis Pub of Tamarac, Inc. (dba: Oasis Pub); and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac to grant approval of the renewal of the Special Extended Hours Permit, requested by Gary Bruce Walker, Owner of the Oasis Pub of Tamarac, Inc. (d/b/a: Oasis Pub), to extend the hours of the on-premise sale and consumption of alcoholic beverages and to open for business at 7:00 a.m. on weekdays and on Sunday's, pursuant to the City of Tamarac Ordinance No. O-85-38, for the Oasis Pub of Tamarac, Inc. (d/b/a: Oasis Pub) located in the Three Lakes Plaza at 3224 West Commercial Boulevard.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution; all exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: That the granting of approval for the Oasis Pub of Tamarac, Inc. (DBA: Oasis Pub) located in the Three Lakes Plaza at 3224 West Commercial Boulevard, to extend the hours of on-premise sale and consumption of alcoholic beverages and to open for business at 7:00 a.m. on weekdays and on Sunday's is contingent upon the City

of Tamarac receiving a current State of Florida Department of Business Regulation Division of Alcoholic Beverages and Tobacco License (attached hereto as Exhibit “2”).

SECTION 3: That proper insurance coverage is provided to the City of Tamarac in connection with the Special Extended Hours Permit for the on-premise sale and consumption of alcoholic beverages and to open for business at 7:00 a.m. on weekdays and on Sunday’s (attached hereto as Exhibit “3”).

SECTION 4: That pursuant to the City of Tamarac Ordinance No. O-85-38, approval of the Special Extended Hours Permit for the on-premise sale and consumption of alcoholic beverages is approved for the following extended hours and conditions:

1. Everyday, including Sunday, the hours of sale may be extended to 7:00 a.m. (i.e., one (1) hour earlier than the standard 8:00 a.m. opening for weekday’s and five (5) hours earlier on Sundays).
2. For New Year’s Eve (December 31), the hours of sale may be extended to 4:00 a.m. on New Year’s Day (January 1);
3. For St. Patrick’s Day (March 17), the hours of sale may be extended to 4:00 a.m. (March 18);
4. The Special Extended Hours Permit is for a three (3) year period only and must be renewed every three (3) years by City Commission approval;
5. The Special Extended Hours Permit is not transferable to any other party without approval of the City Commission of the City of Tamarac, Florida.

SECTION 5: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this day of , 2013.

BETH TALABISCO,
MAYOR

ATTEST:

PAT A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that
I have approved this
RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY



Title - TR12424 - Equipment for Golf Course

A Resolution of the City Commission of the City of Tamarac, Florida, approving the appropriate City Officials to select, approve and award New and Used Equipment, Operating Supplies, and Small Tool Purchases through direct purchase, capital lease or operating lease as appropriate on an expedited basis for use at the Colony West Country Club utilizing price agreements provided by Billy Casper Golf, LLC on behalf of the City, providing for conflicts, providing for severability; providing for an effective date.

ATTACHMENTS:

Name:

Description:

- 📄 [TR_12424- Memo - Equipment for Golf Course.pdf](#)
- 📄 [TR_12424- RESO - Equipment for Golf Course.docx](#)
- 📄 [TR12424 -- Exhibit 1.pdf](#)

TR 12424 - MEMO
TR 12424 - RESOLUTION
TR 12424 - EXHIBIT 1

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCE DEPARTMENT
ADMINISTRATION DIVISION

TO: Michael C. Cernech
City Manager

DATE: October 29, 2013

FROM: Mark C. Mason, Director of
Financial Services



RE: TR #12424 Purchase of
Start-up Equipment for Golf
Course Operations

Recommendation:

I recommend approval of TR 12424 providing that the City Commission authorize the appropriate City officials to select, approve the most appropriate vendor(s) and to award contracts for the purchase of new or used equipment either through direct purchase, capital lease or operating lease, as well as operating supplies and small tools needed to expedite the re-opening of the Colony West Country Club.

Issue:

Maintenance equipment, golf carts, start-up operating supplies and small tools must either be purchased or leased in order to re-open the Colony West Country Club. Due to required delivery lead time for the various types of equipment, supplies and tools, the expeditious ordering of these items is necessary in order to have everything on hand when the course opens, otherwise, the course opening will likely be delayed. This request is to provide the appropriate City officials with the authority to select and approve the appropriate vendors using the national account purchasing program that Billy Casper Golf has in place, which should provide for much lower pricing than the City would normally be able to realize, or to use existing agreements held by the City.

Background:

The City Commission approved an Agreement with Billy Casper Golf, LLC to manage and operate the Colony West Country Club on October 24, 2013 via Resolution R-2013-115. During discussions, it was articulated that the City desires to expedite the opening of the Colony West Country Club in order to accommodate golfers who will be arriving in Tamarac beginning in November 2013.

A number of items must be purchased to make the course viable for operation. We will be purchasing equipment necessary to properly operate and maintain the property, which will require expedited delivery. We are requesting the ability to purchase much of the maintenance equipment at this time.

Operating supplies and small tools also must be purchased at this time in order to allow for the maintenance of the course and equipment. The earlier that orders are placed, the earlier we can re-open the club.

Finally, we will also need to lease some equipment, such as gasoline powered golf carts, on a temporary basis at approximately \$8.100 per month for 90 carts. Regarding the golf carts, the eventual plan will be to convert completely over to electric golf carts, however, infrastructure changes must be completed in order to allow for the necessary electrical capacity required to keep the carts charged. These changes may require additional capacity to be added by FPL, which will require some time to complete. City staff is currently working on that design and plan.

Article 4, Section E of our Agreement with Billy Casper Golf specifically addresses the issue of Purchasing and Procurement. This section of the Agreement provides that Billy Casper Golf may utilize their national accounts program and other group buying techniques to make purchases for the club, as long as pricing is competitive. The article also has a provision whereby Billy Casper Golf may consult with our Purchasing and Contracts Manager in order to obtain the most competitive pricing in the marketplace as well. We anticipate that for the types of equipment, operating supplies and small tools required, and given the additional constraint of a short lead time, that Billy Casper Golf's procurement process will most likely yield more competitive pricing than the City could obtain; however, Purchasing and Contracts staff will validate this, and provide alternative sources if there are items that can be purchased at a more competitive price while still being able to meet the tight delivery constraints.

The Tamarac Procurement Code also addresses a situation of this nature in Section 148 (i), which provides the City Commission with the authority to waive normal procurement procedures upon the recommendation of the City Manager when it is in the best interest of the City to do so to obtain items which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors.

The Purchasing and Contracts Division has performed due diligence regarding the pricing for most of the items required, which has included extensive checks with existing agreements, as well as recent market purchases, and has concluded that the national account pricing enjoyed by Billy Casper Golf, is more competitive than any other pricing in the marketplace, due to the high quantity volume of these items purchased by them on a national basis.

Our recommendation in this instance is to authorize the appropriate City Officials to select and approve the appropriate vendors, based on the process detailed above, and to award contracts to those vendors for the expedited delivery of the equipment either through a direct purchase, through a capital lease program or using an operating lease, whichever is the most economical process. It may also be more efficient to purchase well-maintained used equipment based on the type and useful life of the specific equipment, as may be usual and customary in a golf course operation. Once the

equipment is purchased, staff will provide a report to you providing a synopsis of the equipment purchased, and the pricing obtained, which will be a part of an upcoming budget amendment. Additionally, we recommend that this authorization be extended to operating supplies and small tools which must also be purchased on a start-up basis.

Fiscal Impact

The City will be entering into numerous agreements to begin operations on or about December 15, 2013 including but not limited to the following. This is an example of the some of the anticipated agreements the City will be entering into.

Description	Acquisition Method*	1st Year Cost	Term
Maintenance Equipment	Capital or Operating. Lease	\$155,820	60 mo.
Golf Carts	Capital or Operating Lease	\$102,081	42 mo.
Tools & Course Supplies	Direct Purchase	<u>\$ 40,049</u>	N/A
TOTAL Start-up Cost		\$206,150	

*It should be noted that these calculations assume the purchase of new equipment. Substantial savings may be realized through the purchase of used equipment. These items will be included in the overall City budget, and start-up costs will be included in an upcoming quarterly budget amendment.

In addition, BCG will use loaner maintenance equipment in advance of delivery of the actual maintenance equipment due to lead time for delivery however the City will need to enter into the lease soon. Also, BCG will need to set up agreements including but not limited to food, day laborers (in advance of hiring employees) for cleanup, equipment for operation of the pro shop and bar, etc. To the extent possible, BCG will use existing agreements that the City has as well as the vendors previously serving the course.

Pursuant to the Management Agreement, BCG is required to submit a budget for the operations of the course within the next 30 days that will provide additional information for the first year of operations.

Agreements entered into by the City using this emergency acquisition resolution will be reported on at the next available City Commission meeting.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2013_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE APPROPRIATE CITY OFFICIALS TO SELECT, APPROVE AND AWARD NEW AND USED EQUIPMENT, OPERATING SUPPLIES AND SMALL TOOL PURCHASES THROUGH DIRECT PURCHASE, CAPITAL LEASE OR OPERATING LEASE AS APPROPRIATE ON AN EXPEDITED BASIS FOR USE AT THE COLONY WEST COUNTRY CLUB UTILIZING PRICE AGREEMENTS PROVIDED BY BILLY CASPER GOLF, LLC ON BEHALF OF THE CITY, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is a Vibrant Community, that wishes to provide exceptional recreational opportunities for its residents and visitors; and

WHEREAS, on October 24, 2013, The City Commission of the City of Tamarac approved an Agreement with Billy Casper Golf, LLC, to maintain the operations of the course, and the amenities available in the Colony West Clubhouse, including foodservice and pro-shop operations via Resolution # R2013-115, a copy of which is on file with the City Clerk; and

WHEREAS, the City Commission of the City of Tamarac desires to maintain the Colony West property as a fully-functional golf course with full clubhouse amenities; and

WHEREAS, in order to re-open the Colony West Country Club, it is necessary to purchase and/or lease certain new and used equipment items through direct purchase, capital lease, or operating lease; as well as purchase necessary operating supplies and small tools in order to make the club a fully operational venue; and

WHEREAS, Billy Casper Golf, LLC has prepared a full itemization of the equipment, operating supplies and small tools necessary to facilitate an expedited re-

opening of the facility, a copy of said itemization is included herein as Exhibit "1"; and

WHEREAS, Billy Casper Golf, LLC is responsible to "arrange for the procurement, on behalf of the City and as an operating expense of the Club, all operating supplies, new and used operating equipment, small tools, inventories and services as are deemed necessary to the normal and ordinary course of operation of the Club" as set forth in Article 4, paragraph E "Purchasing and Procurement" of the City's Agreement with Billy Casper Golf, LLC; and

WHEREAS, Billy Casper Golf, LLC maintains national account purchasing programs for operating supplies, equipment, small tools and services commonly used for golf course operations; and

WHEREAS, the pricing realized under these agreements are normally the most competitive pricing available in the marketplace; and

WHEREAS, Article 4, paragraph E of the City's Agreement with Billy Casper Golf, LLC also requires that their personnel, to the extent practicable, consult with the City's Purchasing & Contracts Manager in an effort to obtain the most competitive pricing available in the marketplace; and

WHEREAS, Section 6-148(i) of the Tamarac Procurement Code permits the City Commission to waive normal procurement procedures upon the recommendation of the City Manager when it is in the best interest of the City to do so to obtain items which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors; and

WHEREAS, time is of the essence in regard to preparations that must be made to expeditiously re-open the Colony West Country Club; and

WHEREAS, the City wishes to utilize the benefits of the Billy Casper Golf

national accounts purchasing program; and

WHEREAS, the Purchasing and Contracts Manager will review the equipment itemization to determine if there may be other sources for the equipment which will be more economical, while providing for the necessary expedited delivery required to expeditiously re-open the Colony West Country Club; and

WHEREAS, the Director of Financial Services and the Purchasing and Contracts Manager recommend that the City of Tamarac City Commission authorize the appropriate city officials to select and approve the most appropriate vendor(s) and to award contracts for the purchase or lease of equipment needed either through direct purchase, capital lease or operating lease, as well as operating supplies and small tools to expedite the re-opening of the Colony West Golf Club utilizing the Billy Casper Golf national accounts purchasing program, or from other more economical sources as may be recommended by the Purchasing and Contracts Manager; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize the appropriate city officials to select, approve the most appropriate vendor(s) and to award contracts for the purchase or lease of equipment needed either through direct purchase, capital lease or operating lease, as well as operating supplies and small tools needed to expedite the re-opening of the Colony West Golf Club utilizing the Billy Casper Golf national accounts purchasing program, or from other more economical sources as may be recommended by the Purchasing and Contracts Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof. All Exhibits attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The City Commission authorizes the appropriate City Officials to select, approve the most appropriate vendor(s) and to award contracts for the purchase or lease of equipment needed either through direct purchase, capital lease or operating lease, as well as operating supplies and small tools needed to expedite the re-opening of the Colony West Golf Club utilizing the Billy Casper Golf national accounts purchasing program, or from other more economical sources as may be recommended by the Purchasing and Contracts Manager.

SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2013.

BETH TALABISCO
MAYOR

ATTEST:

PAT TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
approved this RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY

TR12424 – Exhibit 1



Tamarac Equipment Lease New

Qty		Cost/each	Total
3	Toro Greensmaster 3150 (Greens)	\$29,500	\$88,500
1	Spiker units	\$3,761	\$3,761
2	Verti-cut units	\$4,751	\$9,502
3	Toro Greensmaster 3150 (Tees)	\$29,500	\$88,500
1	Toro Sidewinder 3500-D	\$31,500	\$31,500
2	Toro Reelmaster 5610D	\$46,500	\$93,000
1	Toro Groundsmaster 4500-D	\$51,000	\$51,000
1	Toro Groundsmaster 7210	\$23,000	\$23,000
1	Progressive Pull behind Rough Unit	\$20,000	\$20,000
1	Toro Sand-Pro 3040	\$14,000	\$14,000
1	Toro Multi-Pro 1200	\$23,000	\$23,000
1	Hose reel kit, 150' of 1/2" hose	\$1,800	\$1,800
2	Toro Workman HDX w/Flat Bed & Sides	\$18,000	\$36,000
7	Toro Workman Medium Duty e2065	\$9,500	\$66,500
2	Toro Pro-Force Blower	\$6,460	\$12,920
1	Lely Pull Behind Fertilizer Spreader	\$12,000	\$12,000
1	Dakota Topdresser	\$18,000	\$18,000
2	Toro Pro Core 648 Aerator	\$27,000	\$54,000
1	Bushhog	\$6,000	\$6,000
1	Kubota midsize tractor	\$25,000	\$25,000
1	Kubota midsize tractors with loader attachments	\$30,000	\$30,000
1	Foley 652 Accu-master Reel Grinder	\$48,726	\$48,726
			Total
			\$707,983
Lease Factor		0.018	5 year lease
Monthly Lease Payment		\$	12,985
Annual Lease Payment		\$	155,820

BCG Budget

\$11,400



Tamarac Equipment Lease Used Equivalent

Qty		Cost/each	Total
3	Toro Greensmaster 3150	\$11,000	\$33,000
1	Spiker units	\$1,800	\$1,800
2	Verti-cut units	\$4,751	\$9,502
3	Toro Greensmaster 3150	\$11,000	\$33,000
1	Toro Sidewinder 3500-D	\$20,000	\$20,000
2	Toro Reelmaster 5610D	\$19,000	\$38,000
1	Toro Groundsmaster 4500-D	\$20,000	\$20,000
1	Toro Groundsmaster 7210	\$10,000	\$10,000
1	Progressive Pull behind Rough Unit	\$12,500	\$12,500
1	Toro Sand-Pro 3040	\$7,000	\$7,000
1	Toro Multi-Pro 1200	\$12,000	\$12,000
1	Hose reel kit, 150' of 1/2" hose	\$1,800	\$1,800
2	Toro Workman HDX w/Flat Bed & Sides	\$7,000	\$14,000
7	Toro Workman Medium Duty e2065	\$5,000	\$35,000
2	Toro Pro-Force Blower	\$6,460	\$12,920
1	Lely Pull Behind Fertilizer Spreader	\$1,000	\$1,000
1	Dakota Topdresser	\$10,000	\$10,000
2	Toro Pro Core 648 Aerator	\$12,000	\$24,000
1	Bushhog	\$6,000	\$6,000
1	Kubota midsize tractor	\$17,000	\$17,000
1	Terex 76B Backhoe/Loader	\$29,500	\$29,500
1	Foley Bedknife/Reel Grinder	\$20,000	\$20,000
			Total
			\$368,022
Lease Factor		0.023	4 year lease if possible
Monthly Lease Payment		\$	8,474
Annual Lease Payment		\$	101,688

Lease Factor	0.030	3 year lease more likely
Monthly Lease Payment	\$	11,029
Annual Lease Payment	\$	132,348

BCG Budget

\$11,400



TXT 48 Volt Electric Fleet Golf Car Price Sheet

Prices Effective: January 1, 2013

Colony West GC

Date : 10/1/2013

Tamarac, FL

		Quantity	
TXT 48 Electric (With TruCourse Technology)		\$5,497.00	90
TruCourse Technology Golf Performance Mode			\$494,730.00
Coastal, Mild Hill or Steep Hill		Mild Hill	
		\$0.00	\$0.00
Motor:	48 Volt DC	Front Suspension:	Leaf Springs
Horsepower:	3.0 hp (2.2 kW) Continuous	Rear Suspension:	Leaf Springs
Electrical System:	48 Volt	Service Brake:	Rear Wheel Mechanical Drum
Batteries:	Six, 8 Volt Deep Cycle - Trojan T-875	Frame:	Welded Steel with Durashield™ Coating
Charger:	48 VDC Powerwise QE, 10 ft. Cord, UL/CSA	Body:	Injection Molded TPO
Speed Controller:	250 Amp Solid State Controller	Seating Capacity:	2 Person
Transaxle:	Differential with helical gears	Ground Speed:	10.2-14.8 mph (16.4-23.8 kph)

OPTIONS		Quantity	
Body Colors:	Standard- Hunter Green or Champagne		
	Premium I - Almond, Black, Bright White, Burgundy, Electric Blue, Platinum, Flame Red		
	Premium II - Inferno Red, Light Gold, Medium Charcoal, Patriot Blue, Steel Blue		
Seat Colors:	Standard - Oyster or Tan		
Sun Canopy Top:	Beige or Tan		
Bag Cover Kit:	Oyster or Tan		
WINDSHIELD, FOLD-DOWN (Clear)		\$86.70	90
WINDSHIELD, FLAT		\$73.44	
MESSAGE HOLDER-Single (Sun Canopy Required)		\$25.50	90
SAND BOTTLE - (Single)		\$21.42	
SAND BUCKET (Driver Side or Passenger Side)		\$59.16	
SAND RAKE		\$16.32	
SAND RAKE HOLDER		\$7.14	
COOLER & BRACKET		\$48.96	
PARTS PACKAGE (Includes Handheld Programmer, Casual Towbar & Battery Maintenance Kit)		\$612.00	
BATTERY FILL SYSTEM		\$142.80	90
UPGRADE - 25,000 AMP HOUR WARRANTY - US8VXC BATTERY & WORLD CHARGER		\$206.00	90
WHEEL COVERS -SPOKE, METALLIC SILVER (Set of 4)		\$25.50	
PINSTRIPES - Gold		\$52.02	
ASHTRAY		\$15.30	
FENDER SCUFF GUARD		\$13.26	
DIFFERENTIAL GUARD		\$19.38	
SOFT SWIPE CLEAT CLEANER		\$37.74	
TOW BAR - PERMANENT		\$277.44	
TOW BAR - CASUAL USE		\$88.74	
CLUB LOGOS		\$5.78	90
NUMBER DECALS - 2 ea		\$3.41	90
TOTAL			\$549,532.15
CORPORATE ACCOUNT DISCOUNT			38%
			\$340,709.93
FREIGHT - BASED ON DELIVERY LOCATION		\$184.00	90
PURCHASE PRICE			\$357,269.93

UNIT PRICE

\$3,969.67

\$3,969.67

OPERATING LEASE - based on an interest rate of 4.65% as of 5/27/13 and subject to change

42 months \$94.52 per car per month

Monthly Payment \$8,506.80

48 months \$82.70 per car per month

Monthly Payment \$7,443.00

BCG Budget \$7,750.00



Tamarac Sart-up Menu
Summary- Tools and Course Supplies

Tab	Sub Total
Hand Tool	\$13,144
Safety - Amenity	\$11,951
Shop	\$14,954
Total	\$40,049

Detail to follow

Hand Tool

Qty	Model	Unit	Cost/each	Total
1	10116	Craftsman 1/2" Drill	\$ 70.00	\$ 70.00
1	64073	Craftsman 29 Pc Drill Bit Set	\$ 100.00	\$ 100.00
1	52343	Craftsman 37 Pc Tap & Die Set	\$ 80.00	\$ 80.00
1	35255	Craftsman 255 Pc Tool Set	\$ 300.00	\$ 300.00
1	12731	Craftsman 7 Drawer Top Tool Chest	\$ 130.00	\$ 130.00
1	12733	Craftsman 5 Drawer Bottom Tool Chest	\$ 190.00	\$ 190.00
1	39289	Stanley 16' Tape Measure (Sears)	\$ 18.00	\$ 18.00
1	38394	Craftsman 2lb Dead Blow Hammer	\$ 30.00	\$ 30.00
	3184	Estwing Hatchet (Sears)	\$ 30.00	\$ -
	38523	Craftsman 11lb Ball Peen Hammer	\$ 19.00	\$ -
1	41042	Craftsman Screwdriver Set	\$ 55.00	\$ 55.00
	36143	Craftsman Hacksaw	\$ 15.00	\$ -
1	31323	Craftsman 5 Pc File Set	\$ 35.00	\$ 35.00
1	94832	Craftsman Utility Knife	\$ 6.00	\$ 6.00
1	43113	Craftsman 16 Pc Punch & Chisel Set	\$ 45.00	\$ 45.00

Qty	Model	Unit	Cost/each		Total	
1	45633	Irwin Vise-Grip Set (Sears)	\$	35.00	\$	35.00
	45384	Craftsman 16" Arc Joint Pliers	\$	45.00	\$	-
1	45399	Craftsman 8 Pc Pliers Set	\$	65.00	\$	65.00
0	19982	Craftsman 1/2" Impact Wrench	\$	40.00	\$	-
1	19933	Craftsman 3/8" Impact Ratchet Wrench	\$	70.00	\$	70.00
1	15886	Craftsman Impact Socket 12 Pc Set	\$	90.00	\$	90.00
1	43278	Craftsman Pry Bar 3 Pc Set	\$	40.00	\$	40.00
	47090	Craftsman Hook & Pick 4 Pc Set	\$	10.00	\$	-
1	47412	Craftsman Retaining Ring Pliers	\$	28.00	\$	28.00
1	33935	Hansen 3/8" Socket Tray (Sears)	\$	14.00	\$	14.00
1	33936	Hansen 1/2" Socket Tray (Sears)	\$	15.00	\$	15.00
1	20521	Craftsman Oil Filter Wrench	\$	8.00	\$	8.00
1	40804	Craftsman Feeler Gauge	\$	7.00	\$	7.00
1	47697	Lisle Battery Brush (Sears)	\$	4.50	\$	4.50
1	46906	Craftsman Jaw Gear Puller Set	\$	50.00	\$	50.00
2	82003	Craftsman Mutimeter	\$	100.00	\$	200.00
1	34555	Craftsman Nutdriver 12 Pc Set	\$	40.00	\$	40.00
1	47236	Craftsman 6 Pt Wrench 12 Pc Set	\$	40.00	\$	40.00
1	47237	Craftsman 6 Pt Metric Wrench 12 Pc Set	\$	40.00	\$	40.00
2	93602	Craftsman Flashlight	\$	25.00	\$	50.00
1	51659	Craftsman 14" Pipe Wrench	\$	13.00	\$	13.00
1	51653	Craftsman 18" Pipe Wrench	\$	40.50	\$	40.50
3	83473	Craftsman Round Point Shovel	\$	20.00	\$	60.00
3	83474	Craftsman Square Point Shovel	\$	20.00	\$	60.00
2	83538	Craftsman Hand Pruner	\$	14.00	\$	28.00
2	83723	Craftsman Lopper	\$	40.00	\$	80.00
2	83505	Craftsman Coal Shovel	\$	25.00	\$	50.00
3	83868	Craftsman Shop Broom	\$	20.00	\$	60.00
5	85738	Craftsman Leaf Rake	\$	10.00	\$	50.00
1	83477	Craftsman 8 Lb Sledge	\$	25.00	\$	25.00
1	5F	Gandy Measuring Wheel	\$	200.00	\$	200.00
1	RCCA3711	8L Reelcraft 1"×100' Hose Reel	\$	311.00	\$	311.00
3	RG01100	Hose 1"×100'	\$	237.00	\$	711.00

Start Up Tools

Qty	Model	Unit	Cost/each	Total
2		Fly Mow	\$ 700.00	\$ 1,400.00
4		Kawasaki String Trimmer	\$ 300.00	\$ 1,200.00
2		Stihl Back-pac Blower	\$ 500.00	\$ 1,000.00
2		Stihl Hand Blower	\$ 150.00	\$ 300.00
2		Stihl Chain Saw 20" Bar	\$ 800.00	\$ 1,600.00
2		Stihl Hedge Trimmer	\$ 300.00	\$ 600.00
2		Stihl Pole Saw	\$ 600.00	\$ 1,200.00
4		Kawasaki Stick Edger	\$ 300.00	\$ 1,200.00
1		Gandy Drop Spreader	\$ 500.00	\$ 500.00
2		Lesco Rotary Spreader	\$ 300.00	\$ 600.00
Total			\$	13,144.00

Safety-Ammenity

Qty	Model	Unit	Cost/each	Total
18	71349	AO Safety Glasses (Sears)	\$ 11.00	\$ 198.00
40	82861	AO Ear Plugs (Sears)	\$ 3.00	\$ 120.00
20	57728	Wells Lamont 2 Pk Work Glov (Sears)	\$ 4.50	\$ 90.00
20	11991	ERB Safety Hard Hat Omega Tasco	\$ 13.00	\$ 260.00
	27200	Standard Greenskeeper	\$ 67.50	\$ -
2	33200	Standard Cup Hook	\$ 8.00	\$ 16.00
6	22460T	Standard RW&B Flags Set of 9	\$ 69.00	\$ 414.00
3	34200	Standard Dew Whip	\$ 41.50	\$ 124.50
1	53000	Standard Coco Drag Mat	\$ 495.00	\$ 495.00
2	29300	Standard Levelawn	\$ 85.00	\$ 170.00
90	1000-30	Standard Triad Tee Marker Red	\$ 8.50	\$ 765.00
90	1000-31	Standard Triad Tee Marker White	\$ 8.50	\$ 765.00
90	1000-32	Standard Triad Tee Marker Blue	\$ 8.50	\$ 765.00

Qty	Model	Unit		Cost/each	Total
90	1000-33	Standard Triad Tee Marker	Yellow	\$ 8.50	\$ 765.00
90	1000-39	Standard Triad Tee Marker	Green	\$ 8.50	\$ 765.00
12	1370	Standard Ballwasher	Black	\$ 175.00	\$ 2,100.00
1	4965	Chix Tee Towel (case)		\$ 95.00	\$ 95.00
1	1087	Par-Aide Drag Matt 80"×60"		\$ 430.00	\$ 430.00
6	920	Par-Aide Plastic Regulation Cups (Case of 9)		\$ 54.00	\$ 324.00
5	740-089	Par-Aide 8' Yellow Pins (Case of 9)		\$ 144.00	\$ 720.00
3	1001-2	Par-Aide Cup Cutter		\$ 170.00	\$ 510.00
2	1031	Par-Aide Cup Setter		\$ 35.00	\$ 70.00
3	1034	Par-Aide Depth Gauge		\$ 29.00	\$ 87.00
10	Nick	PolyTech Rake Head & Handle (Case of 12)		\$ 84.00	\$ 840.00
12	T162BLACK	Eagle One TuffGuy Trash Can 9Gal w/spike		\$ 66.00	\$ 792.00
3	T163BLACK & T175BASE	Eagle One TuffGuy Trash Can 30C		\$ 90.00	\$ 270.00
				Total	\$ 11,950.50

Shop

Qty	Model	Unit		Cost/each	Total
1	K1170	Lincoln Arc Welder (Northern Tool)		\$ 300.00	\$ 300.00
1	7130B	ProWeld Welding/Cutting Torch Set (no tanks)		\$ 350.00	\$ 350.00
1	16781	Craftsman 80 Gal Vertical Air compressor		\$ 1,000.00	\$ 1,000.00
0	TL10	U.S. CHEMICAL storage TURFLoc 10'D×8'W×8'4"		\$ 13,610.00	\$ -
1	145035	Northern Portable Steel Fuel Caddy 30 Gal		\$ 420.00	\$ 420.00
1	521A	Tempo Progressive Wire Locator		\$ 587.00	\$ 587.00
1	24B	Tempo Station Master		\$ 107.00	\$ 107.00
1	GL-RT	Golf-Lift Reel Caddy		\$ 1,000.00	\$ 1,000.00
1	21162	Craftsman 8" Bench Grinder		\$ 160.00	\$ 160.00
1	51856	Craftsman 6" Vise		\$ 75.00	\$ 75.00
	21236	Craftsman 10" Compound Miter Saw		\$ 130.00	\$ -
1	50156	Craftsman 4 Ton Floor Jack		\$ 150.00	\$ 150.00

Qty	Model	Unit	Cost/each	Total
1	893000	Justrite 30 Gallon Fuel Storgage Cabinet	\$ 650.00	\$ 650.00
5	UI-20S	Eagle 2 Gallon Gasoline Cans (Grainger)	\$ 48.00	\$ 240.00
1	21900	Craftsman 10" Drill Press	\$ 140.00	\$ 140.00
1	51147	Craftsman Shop Creeper	\$ 30.00	\$ 30.00
1	51167	Craftsman Roller Seat	\$ 25.00	\$ 25.00
1	83929	Craftsman Extension Cord Reel	\$ 44.00	\$ 44.00
1	83024	Craftsman Work Light	\$ 22.00	\$ 22.00
1	74108	CCI 100' Extension Cord (Sears)	\$ 70.00	\$ 70.00
1	1842	Lincoln Cordless Grease Gun (Northern Tool)	\$ 230.00	\$ 230.00
2	NLGI#1	Schaeffer 221 Moly Ultra Grease (case)	\$ 116.00	\$ 232.00
1	CPM 6395	Carquest Oil Drain Pan	\$ 8.00	\$ 8.00
1	CPE 9400C	Carquest Telescoping Oil Drain (w/ roller base)	\$ 120.00	\$ 120.00
1	BOM407	New Pig Containment Boom	\$ 97.00	\$ 97.00
1	MAT140	New Pig Containment Mat	\$ 49.00	\$ 49.00
1	6T848	Grainger Lockout/Tagout	\$ 58.00	\$ 58.00
1	GL-9	Golf-Lift plus freight	\$ 8,000.00	\$ 8,000.00
1	528058	Battery Tender Jr 12v charger and maintainer	\$ 41.00	\$ 41.00
1		JD Worksite Pro 48" Rail Pallet Fork	\$ 689.00	\$ 689.00
			Total	\$ 14,954.00



Title - TR12425 - Health Insurance Stop Loss

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City officials to execute an agreement with CIGNA, providing for Stop Loss Insurance; providing for a transfer of \$650,000 from the Risk Fund; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Name:

Description:

 [Health_Stop_Loss_Memo_CY_2014.doc](#)

TR12425 Memo

 [TR12425_Health_Stop_Loss_Reso_CY_2014.doc](#)

TR12425 Resolution

 [TR_12425_-_Exhibit_1.pdf](#)

TR12425 - Exhibit 1

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
HUMAN RESOURCES DEPARTMENT**

**TO: MICHAEL C. CERNECH,
CITY MANAGER**

DATE: OCTOBER 31, 2013

**FROM: MARIA SWANSON, DIRECTOR OF
HUMAN RESOURCES**

**RE: CITY STOP LOSS INSURANCE –
CY 2014**

Recommendation: It is recommended that the City Commission authorize the appropriate City officials to execute an Agreement to provide Stop Loss Insurance with CIGNA as outlined in this report for the plan year effective January 1, 2014.

Issue: Whether to contract with CIGNA for Stop Loss insurance coverage for plan year 2014.

Background: For CY 2013, after a comprehensive review and analysis of the options, and with the support, assistance and advice from Willis Employee Benefits, we recommended that the City move from a fully insured to a partially self-insured health insurance plan for CY 2013 and beyond.

This past year, our employees, retirees and their families have faced serious health challenges that have caused a significant spike in our annual claims. Instead of the \$3.3 million in anticipated claims, we now expect that our claims will be approximately \$4.1 million dollars by the end of CY 2013. Based on our analysis, this spike is primarily attributed to a significant number of large claims (greater than \$25,000). The number of these large claims tripled this year which has contributed over \$1 million in health insurance expenses for just twenty-two (22) claimants out of 800+ participants covered by our plan in the first nine (9) months of the year. There were also seven (7) claimants with an average of \$70,000 in expenses, for a total of \$500,000 in claims just through September 30, 2013.

From a financial perspective, we are well protected this year because we structured our partially self-insured program with a total aggregate claims excess coverage at \$3.3 million in claims. Therefore, a portion of the excess in actual claims will be reimbursed by CIGNA, our aggregate insurance provider. The balance of the excess in claims was already covered by United HealthCare as it was attributable to run-out claims from CY 2012 when the City was fully insured.

However, the high claims for this year will have a significant impact on the future structure and rates of our health insurance program for CY 2014 and beyond.

First, we will have to pay a higher premium for our aggregate insurance coverage in CY 2014 – 13% higher than CY 2013. More importantly, our aggregate attachment point—the total claims above which we will be reimbursed by the excess insurance carrier—will also increase significantly causing the City to take on more risk. Both of these factors will require that our

health insurance rates for the City and its employees (and retirees) increase. We have also re-evaluated our plan design and made certain adjustments to offset some of the increased costs.

We have analyzed this year's claims and have made cost projections for the City's health insurance program for the next four years. At this time, we anticipate that we will have to increase rates annually through CY 2017 to cover sustained increases in claims, or make significant plans changes to cover projected costs. Premiums will increase by 12% in CY 2014. If the claims are significantly reduced in CY 2014, we will re-evaluate our projections at that time.

This fall, Willis Benefits also marketed the Stop Loss Insurance coverage on the City's behalf. CIGNA's proposal was the most cost effective for the City, in its entirety. As a result of our analysis and the quotes received from a total of five carriers, we have established attachment points at \$125,000 for individual claims and \$5.0M at the aggregate level for plan year 2014. Claims—at the specific or aggregate level—beyond those attachment points would be fully reimbursed by CIGNA.

Fiscal Impact: The adopted FY 2014 budget has funds allocated to cover the health insurance program costs for the 2014 plan year, which includes the \$463,047 premium to CIGNA for the Stop Loss Insurance.

The total anticipated cost of this program, plus \$4.3 million in expected claims (forecasted solely on the single high CY 2013 claims year), is estimated to total approximately \$4.9 million for CY 2014. Because this was a very high claim year, we are forecasting conservatively using this higher than normal annualized amount. We also anticipate a transfer of \$650,000 from the Risk Fund to provide a smoothing effect on the rates for CY 2014.

Maria Swanson

Cc: Mark Mason, Director of Financial Services

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2013-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CIGNA, PROVIDING FOR STOP LOSS INSURANCE; PROVIDING FOR A TRANSFER OF \$650,000 FROM THE RISK FUND; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's health insurance was re-structured as a partially self-insured program effective January 1, 2013; and

WHEREAS, the City awarded a multiple year contract with CIGNA to provide Administrative Services for Claims and Flexible Spending Accounts, and an Employee Assistance Plan; and

WHEREAS, the City awarded a one-year contract with CIGNA for stop loss insurance coverage, which will expire on December 31, 2013; and

WHEREAS, in October, 2013, the City's benefit consultant Willis Employee Benefits competitively marketed the Stop Loss Insurance coverage for 2014; and

WHEREAS, as a result of the marketing of the Stop Loss Insurance Coverage, Willis Employee Benefits presented the City with five proposals for stop loss coverage; and

WHEREAS, after detailed evaluation of the proposals, and with the assistance of Willis Employee Benefits, we have determined that CIGNA's proposal is the most cost effective for the City; and

WHEREAS, the City's Health Insurance Program design will remain substantially the same with some plan adjustments, including a premium increase, a small increase in deductibles for two plans, a waiver reimbursement maximum set at CY 2013 levels, and elimination of the City subsidy for over-age dependents, as funded in the FY 2014 Budget; and

WHEREAS, the City will transfer \$650,000 to the Health Insurance Fund to fund claims for CY 2014; and

WHEREAS, available funds exist in the appropriate Governmental Funds which are in the approved FY2014 Budget to fund the City's Health Insurance Program; and

WHEREAS, it is the recommendation of the City Manager, the Director of Human Resources, and the Director of Financial Services that the City execute a contract with CIGNA, as described in the Agreement, attached as Exhibit #1, for Stop Loss Insurance subject to any revisions as may be negotiated by and between City staff and CIGNA and as approved by the City Manager and the City Attorney effective January 1, 2014; and

WHEREAS, the City Commission has deemed it to be in the best interest of the health, safety and welfare of the citizens and residents of the City of Tamarac to execute such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: That the appropriate City officials are hereby authorized to execute contract documents with CIGNA, as described in the Agreement, attached as Exhibit #1, for Stop Loss Insurance, subject to any revisions as may be negotiated by and between City staff and CIGNA and as approved by the City Manager and the City Attorney effective January 1, 2014; and

SECTION 3: That a transfer of \$650,000 from the Risk Fund is hereby authorized.

SECTION 4: That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: That if any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this day of , 2013.

BETH TALABISCO
MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I
Have approved this
RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY



City of Tamarac

Current Plan Renewal - ASO

1/1/2014

ASO Fees and Stop Loss Rates

ASO Fees - Current	OAP High, OAP Low, OAPin	Vision	Total
Administrative Service Fees	\$ 17.88		\$ 69,732
Network Access Fees	\$ 21.10		\$ 82,290
Total PEPM ASO Fee	\$ 38.98	\$ 0.37	
Employees	325	325	
Current Annual Administrative & Access Fees	\$ 152,022	\$ 1,443	\$ 153,465

ASO Fees - Proposed	OAP High, OAP Low, OAPin	Vision	Total	% Change
From 1/1/2014 to 12/31/2014				
Administrative Service Fees	\$ 17.88		\$ 69,732	0.0%
Network Access Fees	\$ 21.10		\$ 82,290	0.0%
Total PEPM ASO Fee	\$ 38.98	\$ 0.37		
Employees	325	325		
Proposed Annual Administrative & Access Fees	\$ 152,022	\$ 1,443	\$ 153,465	0.0%

Stop Loss

Individual Stop Loss	OAP High, OAP Low, OAPin	Total	% Change
Current	\$ 96.15	\$ 374,985	
Proposed	\$ 109.62	\$ 427,518	
Lives	325		
Proposed Annual Individual Stop Loss	\$ 427,518	\$ 427,518	14.0%
* Pooling Point	\$ 125,000		
* Contract Type	12/36		
* Rx Accumulation	Y		
* Commissions (Net or %)	Net		

Aggregate Stop Loss	OAP High, OAP Low, OAPin	Total	% Change
Current	\$ 8.28	\$ 32,292	
Proposed	\$ 9.11	\$ 35,529	
Lives	325		
Proposed Annual Aggregate Stop Loss	\$ 35,529	\$ 35,529	10.0%
* Pooling Point	\$ 125,000		
* Corridor Amount	118%		
* Contract Type	12/36		
* Minimum Attachment Percentage	100%		
* Rx Accumulation	Y		
* Commissions (Net or %)	Net		

Current Total Annual Stop Loss	\$ 407,277	
Proposed Total Annual Stop Loss	\$ 463,047	13.7%

Total Fixed Cost - Current	\$ 560,942	
Total Fixed Cost - Proposed	\$ 616,512	9.9%



Title - TO2291 - 2nd Budget Amendment

Motion to adopt an Ordinance of the City Commission of the City of Tamarac, Florida, **on second reading** amending Ordinance 2013-04, which amended the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2013, by increasing the Total Revenues and Expenditures by a Total of \$1,209,405 as detailed in Exhibit A attached hereto; providing for conflicts; providing for severability; providing for an effective date.

PASSED ON FIRST READING OCTOBER 23, 2013

ATTACHMENTS:

Name:

Description:

 [CM-Budget Amendment #2 TO 2291.docx](#)

TO#2291 Amending Ordinance 2013-04 FY13 Memo

 [Ordinance No 2013- \(2nd Budget Amendment 2013\) revised 10 14 13.docx](#)

TO#2291 Budget Amendment #2 Ordinance

 [Copy of Supprt for TO 2291 Exh A .pdf](#)

TO#2291 Exhibit A

 [Copy of Supprt for TO 2291 Exh B.pdf](#)

TO#2291 Exhibit B

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCE DEPARTMENT
ADMINISTRATION DIVISION

TO: Michael C. Cernech
City Manager

DATE: October 14, 2013

FROM: Mark C. Mason, 
Director of Financial Services

RE: TO 2291 Amending
Ordinance 2013-04 FY 2013
Budget

Recommendation:

I recommend approval of TO 2291 amending Ordinance 2013-04 which adopted the FY 2013 Annual Budget, in the amount of \$1,209,405 from \$132,681,173 to \$133,890,578.

Issue:

On April 24, 2013, the City Commission adopted Ordinance 2013-04 which amended the annual Operating Budget, Revenues and Expenditures, Capital Budget and Financial Policies for Fiscal Year 2013. Pursuant to Section 166.241(3), a municipality may amend its budget at any time during the course of the year or within 60 days following the end of the fiscal year. In addition, if any fund is increased or decreased then the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the charter of the respective municipality. The original budget was adopted via ordinance and the City of Tamarac's charter is silent on the subject matter.

Background:

Following is a summary of the recommended adjustments to the Fiscal Year 2013 Budget.

FUND TYPE	Adopted Budget		Amendment #2	
	Ord. 2013-04	Change	TO #2291	
General Fund	\$ 45,964,233	\$ 159,001	\$	46,123,234
Special Revenue Funds	\$ 24,752,638	\$ 335,621	\$	25,088,259
Debt Service Funds	\$ 18,346,800	\$ 376,135	\$	18,722,935
Capital Project Funds	\$ 5,546,178	\$ 338,648	\$	5,884,826
Enterprise Funds	\$ 31,287,180	\$ -	\$	31,287,180
Internal Service Funds	\$ 6,784,144	\$ -	\$	6,784,144
Total	\$ 132,681,173	\$ 1,209,405	\$	133,890,578

Amendments to the Budget generally reflect actions approved by the City Commission since the budget was adopted/amended but not included in the original/amended budget due to their unknown nature at the time, allocation of encumbrances, i.e. purchases approved in one fiscal year and being paid in the following fiscal year, transfer of funds from a Non-Departmental account to other departments in the General Fund, and items that have been evaluated for recommended inclusion in the current year budget due to updated information, debt issuances and additional capital improvements that have been identified and recommended to be started in the current year due to timing, pricing, etc.

Since the amended budget was adopted on April 24, 2013, several items have been approved by the City Commission so the budget now needs to be amended to allow for expenditures and reimbursements as they occur.

In addition, as noted above, grants have been approved in the amount of \$95,908 and agreements received so the budgets now need to be adopted to allow for expenditures and reimbursements as they occur. Also, a number of items have been evaluated for inclusion in the amendment and are enumerated below.

Items previously approved by the City Commission are as follows

Refunding the Capital Improvement Revenue Bonds, Series 2005. Included in this budget amendment is the bond proceeds and offsetting expenses that were over and above the original estimated \$15,000,000 to be issued in April 2013 increasing the budget by \$376,135.

Capital improvement adjustments to the budget include the following:

Appropriating additional funding for Fund 150 for a refund of permit fees in the amount \$70,927 to Winn-Dixie Stores, Inc. Approved by City Commission on October 24, 2012.

Appropriating additional funding in Fund 310 for the Mainlands Park, Project PW11A. Funding for contract agreement with DiPompeo Construction Corporation for the Design/build of Tamarac Mainlands Park. An additional appropriation of \$212,705 (including the contingency of \$134,000) will be included in the project account PW11A, which increased the total project budget. Approved by City Commission on May 8, 2013.

Increasing Information Technology Department budget for the approval of an Inter Local Agreement (ILA) with the Town of Southwest Ranches (TSR) for the provision of information technology support services. Revenues and operating expenditures increased by \$85,000, which increased the total department budget. Approved by the City Commission on May 22, 2013.

Establishing the budget in the amount of \$29,875 for the appropriation approved by the City Commission on June 12, 2013 from the Law Enforcement Trust Fund for the Tamarac Explorers Post and Specialized Training.

Increasing funding for contract agreement with West Construction for Project Replace Playground at Sport Complex Park and Replace Turf tot at Caporella Park Project, project exceeds the FY12 Adopted Capital Improvement Program

in the amount of \$36,742 – a contingency in the amount of \$37,249 will be added to the project account GP12J & GP12H, which increased the total project budget. Approved by City Commission on July 10, 2013.

Increasing funding for the change order to the Major Arterial Corridor Study. A supplemental change order was proposed for additional work beyond the original scope of services, an additional \$11,155 added to available balance will be appropriated to project GP12A to complete the work. Approved by the City Commission on September 11, 2013.

Additional adjustments are recommended:

Increase City Attorney Budget – Increase budget to reflect increased costs for outside legal services not originally anticipated for in FY 2013 budget as well as increased costs from contract attorney for unanticipated services during the course of the year – increase in the amount of \$90,000 offset by a decrease in Non-Departmental Contingency.

Increase Park and Recreation Department – Appropriate funding to budget for the swimming pool management fee and shared revenues at the Caporella Aquatic Center – Due to Pool Management, LLC, failing to meet contractual obligations, the City of Tamarac terminated their contract and awarded a new contract agreement with Jeff Ellis Management, LLC. Contract amount negotiated exceed department budget in the amount of \$74,001.

Closed Centralized Grants Fund 153 and disbursed remaining funds to the General Fund - \$72,174 and Fire Fund - \$44,385 based upon closed grants in the system.

Increase Fund 150 - Building Department budget and Fund 301 - Capital Equipment reflecting charges allocated to Capital Vehicle Replacement budget, Project CV13A in the amount of \$22,352 for a vehicle purchased for the Building Fund.

Increase Fund 326 for final invoice in the amount \$2,685 for MPC Kalwall R & R project GP10B.

Increase Fund 310 for PW12A and PW13A – HVAC Replacement – Cost of replacements was higher than originally budgeted in FY2013 and FY2013.

Increase Fund 302 – Golf Course Fund in the amount of \$20,000 via a transfer from Fund 310 to cover the cost of the maintenance of the facility following the abandonment of the existing lease of the previous operator of the course.

The Exhibits to the budget amendment provide detailed information for all adjustments included in the amendment. Specifically, Exhibit A provides information regarding increases and decreases as well as the amended budget amount with a reference to Exhibit B that provides the detail associated with each adjustment. A presentation will be made supporting the recommended adjustments.

ORDINANCE NO. 2013- _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING ORDINANCE 2013-04, WHICH AMENDED THE CITY OF TAMARAC OPERATING BUDGET, REVENUES AND EXPENDITURES, THE CAPITAL BUDGET, AND THE FINANCIAL POLICIES FOR THE FISCAL YEAR 2013, BY INCREASING THE TOTAL REVENUES AND EXPENDITURES BY A TOTAL OF \$1,209,405 AS DETAILED IN EXHIBIT A ATTACHED HERETO; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac, pursuant to Section 200.065, Florida Statutes adopted its Operating Budget, Revenues and Expenditures, the Capital Budget and the Financial Policies for the Fiscal year 2013 by approving Ordinance 2012-21 on September 19, 2012; and

WHEREAS, the City of Tamarac, pursuant to Section 166.241(3), Florida Statutes amended its Operating Budget, Revenues and Expenditures and the Capital Budget for Fiscal year 2013 by approving Ordinance 2013-04 on April 24, 2013; and

WHEREAS, the City Commission desires to amend its Operating Budget, Revenues and Expenditures, Capital Budget pursuant to Section 166.241(3).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

Section 1. The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. City of Tamarac Ordinance 2013-04 which amended the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget and the Financial Policies for the Fiscal year 2013, is hereby amended as detailed in Exhibit "A" and summarized in Exhibit "B," both of which are attached hereto and incorporated herein.

Section 3. All ordinances or parts of ordinances, or resolutions or parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 5. This Ordinance shall become effective immediately after its adoption by the Tamarac City Commission.

PASSED, FIRST READING this _____ day of _____, 2013.
PASSED, SECOND READING this _____ day of _____, 2013.

ATTEST: BY: _____
MAYOR BETH TALABISCO

PAT TUEFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR TALABISCO	_____
DIST 1: COMM. BUSHNELL	_____
DIST 2: COMM. GOMEZ	_____
DIST 3: COMM. GLASSER	_____
DIST 4: V/M. DRESSLER	_____

I HEREBY CERTIFY that
I have approved this
ORDINANCE as to form:

SAMUEL S. GOREN
CITY ATTORNEY

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR TALABISCO	_____
DIST 1: COMM. BUSHNELL	_____
DIST 2: COMM. GOMEZ	_____
DIST 3: COMM. GLASSER	_____
DIST 4: V/M. DRESSLER	_____

CITY OF TAMARAC, FLORIDA
FY 2013 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2291

ATTACHMENT A

FUND	FY 2013 BUDGET ORDINANCE O-2013-04	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
General Fund						
Revenues						
Taxes	\$ 25,486,126				\$ 25,486,126	\$ -
Licenses & Permits	4,965,000				4,965,000	-
Intergovernmental Revenue	6,979,084				6,979,084	-
Charges for Services	1,234,500				1,234,500	-
Fines & Forfeitures	391,000				391,000	-
Miscellaneous	1,065,318	85,000	05/22/13 D		1,150,318	85,000
Appropriation From Fund Balance	775,790	74,001			849,791	74,001
Other Sources	5,067,415				5,067,415	-
Total General Fund Revenue	\$ 45,964,233	\$ 159,001		\$ -	\$ 46,123,234	\$ 159,001
Expenditures						
City Commission	\$ 768,101				\$ 768,101	\$ -
City Manager	1,433,012				1,433,012	-
City Attorney	592,080	90,000	#1		682,080	90,000
City Clerk	624,366				624,366	-
Finance	2,583,770				2,583,770	-
Human Resources	1,062,116				1,062,116	-
Community Development	1,731,507				1,731,507	-
Police	13,261,255				13,261,255	-
Public Works	6,904,829				6,904,829	-
Parks & Recreation	4,183,888	74,001	#1		4,257,889	74,001
Information Technology	1,722,363	85,000	05/22/13 D		1,807,363	85,000
Non-Departmental	11,096,946		#1	90,000	11,006,946	(90,000)
Total General Fund Expenditures	\$ 45,964,233	\$ 249,001		\$ 90,000	\$ 46,123,234	\$ 159,001
Fire Rescue Fund						
Revenues						
Intergovernmental Revenue	\$ 120,361	\$ 12,700	8/28/2013 G			
		83,208	8/28/2013 H		\$ 216,269	\$ 95,908
Emergency Service Fees	2,248,000				2,248,000	-
Interest Income	16,000				16,000	-
Special Assessment	10,471,978				10,471,978	-
Interfund Transfers	6,015,223				6,015,223	-
Other Sources	531,230				531,230	-
Appropriation from Fund Balance	23,899				23,899	-
Total Fire Rescue Fund Revenue	\$ 19,426,691	\$ 95,908		\$ -	\$ 19,522,599	\$ 95,908
Expenditures						
Personal Services	\$ 15,053,774				\$ 15,053,774	\$ -
Operating Expenses	1,206,001				1,206,001	-
Capital Outlay	731,085	12,700	8/28/2013 G			
		83,208	8/28/2013 H		826,993	95,908
Debt Service	317,774				317,774	-
Other Uses	2,103,742				2,103,742	-
Reserves	14,315				14,315	-
Total Fire Rescue Fund Expenditures	\$ 19,426,691	\$ 95,908		\$ -	\$ 19,522,599	\$ 95,908
Law Enforce Trust-State						
Revenues						
Appropriation From Fund Balance	\$ -	\$ 29,875	6/12/13 E		29,875	29,875
Total Law Enforce Trust-State Fund Revenues	\$ -	\$ 29,875		\$ -	\$ 29,875	\$ 29,875
Expenditures						
Operating Expenses	\$ -	\$ 29,875	6/12/13 E		29,875	29,875
Total Law Enforce Trust-State Fund Expenditures	\$ -	\$ 29,875		\$ -	\$ 29,875	\$ 29,875
Public Art Fund						
Revenues						
Charges for Service	\$ 50,000				\$ 50,000	\$ -
Interest Income	15,000				15,000	-
Appropriation From Fund Balance	1,435,000				1,435,000	-
Total Public Art Fund Revenues	\$ 1,500,000	\$ -		\$ -	\$ 1,500,000	\$ -
Expenditures						
Operating Expenses	\$ 344,587				\$ 344,587	\$ -
Capital Outlay	106,413				106,413	-
Contingency	1,046,400				1,046,400	-
Reserve	2,600				2,600	-
Total Public Art Fund Expenditures	\$ 1,500,000	\$ -		\$ -	\$ 1,500,000	\$ -
Local Option Gas Tax 3-Cents Fund						
Revenues						
Taxes	\$ 364,367				\$ 364,367	\$ -
Appropriation From Fund Balance	752,747				752,747	-
Total Local Option Gas Tax Revenue	\$ 1,117,114	\$ -		\$ -	\$ 1,117,114	\$ -
Expenditures						

CITY OF TAMARAC, FLORIDA
FY 2013 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2291

ATTACHMENT A

FUND	FY 2013 BUDGET ORDINANCE O-2013-04	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
Reserve	\$ 1,117,114				\$ 1,117,114	\$ -
Total Local Option Gas Tax Expenditures	\$ 1,117,114	\$ -		\$ -	\$ 1,117,114	\$ -
Building Fund						
Revenues						
Licenses & Permits	\$ 1,909,000				\$ 1,909,000	\$ -
Charges for Services	8,500				8,500	-
Fines & Forfeitures	200,000				200,000	-
Interest Income	1,500				1,500	-
Appropriation From Fund Balance	76,019					
		70,927	10/24/12 A			
		22,352	#4		169,298	93,279
Total Building Fund Revenues	\$ 2,195,019	\$ 93,279		\$ -	\$ 2,288,298	\$ 93,279
Expenditures						
Personal Services	\$ 1,630,150				\$ 1,630,150	\$ -
Operating Expenses	142,800	70,927	10/24/12 A		213,727	70,927
Capital Outlay	4,500				4,500	-
Other Uses	417,569	22,352	#4		439,921	22,352
Total Building Fund Expenditures	\$ 2,195,019	\$ 93,279		\$ -	\$ 2,288,298	\$ 93,279
RCMP Grant Fund						
Revenues						
Intergovernmental Revenue	\$ 100,000				\$ 100,000	\$ -
Total RCMP Revenues	\$ 100,000	\$ -		\$ -	\$ 100,000	\$ -
Expenditures						
Operating Expenses	\$ 100,000				\$ 100,000	\$ -
Total RCMP Expenditures	\$ 100,000	\$ -		\$ -	\$ 100,000	\$ -
Grant Fund						
Revenues						
Appropriation From Fund Balance	\$ -	\$ 116,559	#3		\$ 116,559	\$ 116,559
Total Grant Fund Revenues	\$ -	\$ 116,559		\$ -	\$ 116,559	\$ 116,559
Expenditures						
Transfer Out		\$ 116,559	#3		\$ 116,559	\$ 116,559
Total Grant Fund Expenditures	\$ -	\$ 116,559		\$ -	\$ 116,559	\$ 116,559
Community Development Block Grant (CDBG) Fund						
Revenues						
Intergovernmental Revenue	\$ 307,277				\$ 307,277	\$ -
Total CDBG Revenues	\$ 307,277	\$ -		\$ -	\$ 307,277	\$ -
Expenditures						
Personal Services	\$ 104,754				\$ 104,754	\$ -
Operating Expenses	202,523				202,523	-
Total CDBG Expenditures	\$ 307,277	\$ -		\$ -	\$ 307,277	\$ -
State Housing Initiative Program Fund						
Revenues						
Intergovernmental Revenue	\$ 23,704				\$ 23,704	\$ -
Total State Housing Initiative Revenues	\$ 23,704	\$ -		\$ -	\$ 23,704	\$ -
Expenditures						
Operating Expenses	\$ 2,370				\$ 2,370	\$ -
Other Uses	21,334				21,334	-
Total State Housing Initiative Expenditures	\$ 23,704	\$ -		\$ -	\$ 23,704	\$ -
Home (HUD) Fund						
Revenues						
Intergovernmental Revenue	\$ 82,833				\$ 82,833	\$ -
Total Home Revenues	\$ 82,833	\$ -		\$ -	\$ 82,833	\$ -
Expenditures						
Operating Expenses	\$ 77,833				\$ 77,833	\$ -
Reserves	5,000				5,000	-
Total Home Expenditures	\$ 82,833	\$ -		\$ -	\$ 82,833	\$ -
General Obligation (GO) Debt Service						
Revenues						
Taxes	\$ 261,800				\$ 261,800	\$ -
Interest Income	600				600	-

CITY OF TAMARAC, FLORIDA
FY 2013 BUDGET
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ATTACHMENT A

FUND	FY 2013 BUDGET ORDINANCE O-2013-04	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
Total GO Debt Service Revenues	\$ 262,400	\$ -		\$ -	\$ 262,400	\$ -
<u>Expenditures</u>						
Debt Service	\$ 262,400				\$ 262,400	\$ -
Total GO Debt Service Expenditures	\$ 262,400	\$ -		\$ -	\$ 262,400	\$ -
Revenue Bond Fund						
<u>Revenues</u>						
Interest Income	\$ 5,000				\$ 5,000	\$ -
Interfund Transfers	2,479,400				2,479,400	-
Debt Proceeds	15,000,000	376,135	04/10/2013 B		15,376,135	376,135
Appropriation from Fund Balance	600,000				600,000	-
Total Revenue Bond Fund Revenues	\$ 18,084,400	\$ 376,135		\$ -	\$ 18,460,535	\$ 376,135
<u>Expenditures</u>						
Debt Service	\$ 2,484,400	\$ 184,718	04/10/2013 B		\$ 2,669,118	\$ 184,718
Grant & Aid	\$ 15,000,000	\$ 191,417	04/10/2013 B		15,191,417	191,417
Other Uses	600,000				600,000	-
Total Revenue Bond Fund Expenditures	\$ 18,084,400	\$ 376,135		\$ -	\$ 18,460,535	\$ 376,135
Capital Equipment Fund						
<u>Revenues</u>						
Interfund Transfers	\$ 282,000	\$ 22,352	#4		\$ 304,352	\$ 22,352
Appropriation From Fund Balance	179,918				179,918	-
Total Capital Equipment Fund Revenues	\$ 461,918	\$ 22,352		\$ -	\$ 484,270	\$ 22,352
<u>Expenditures</u>						
Capital Outlay	\$ 461,918	22,352	#4		\$ 484,270	\$ 22,352
Total Capital Equipment Fund Expenditures	\$ 461,918	\$ 22,352		\$ -	\$ 484,270	\$ 22,352
Golf Course CIP Fund						
<u>Revenues</u>						
Miscellaneous	\$ 118,750				\$ 118,750	\$ -
Interfund Transfers	-	20,000	#5		\$ 20,000	\$ 20,000
Appropriation From Fund Balance	25,000				25,000	-
Total Golf Course CIP Fund Revenues	\$ 143,750	\$ 20,000		\$ -	\$ 163,750	\$ 20,000
<u>Expenditures</u>						
Capital Outlay	\$ -	\$ 20,000	#5		\$ 20,000	\$ 20,000
Reserves	25,000				25,000	-
Reserves	118,750				118,750	-
Total Golf Course CIP Fund Expenditures	\$ 143,750	\$ 20,000		\$ -	\$ 163,750	\$ 20,000
General Capital Improvements Fund						
<u>Revenues</u>						
Intergovernmental Revenue	\$ 200,000				\$ 200,000	\$ -
Appropriation From Fund Balance	954,730	212,705	5/08/2013 C			
		36,742	7/10/2013 F			
		11,155	9/11/2013 I			
		13,009	#4			
		20,000	#5		1,248,341	293,611
Total Gen. Capital Improvements Revenues	\$ 1,154,730	\$ 293,611		\$ -	\$ 1,448,341	\$ 293,611
<u>Expenditures</u>						
Capital Outlay	\$ 1,154,730	212,705	5/08/2013 C			
		36,742	7/10/2013 F			
		11,155	9/11/2013 I			
		13,009	#4		\$ 1,428,341	\$ 273,611
Other Uses	-	20,000			20,000	20,000
Total Gen. Capital Improvements Expenditures	\$ 1,154,730	\$ 293,611		\$ -	\$ 1,448,341	\$ 293,611
Public Service Facilities Fund						
<u>Revenues</u>						
Intergovernmental Revenue	\$ 1,216,740				\$ 1,216,740	\$ -
Interest Income	25,000				25,000	-
Appropriation From Fund Balance	967,209				967,209	-
Total Public Service Facilities Revenues	\$ 2,208,949	\$ -		\$ -	\$ 2,208,949	\$ -
<u>Expenditures</u>						
Operating Expenditures	\$ 40,144				\$ 40,144	\$ -
Capital Outlay	2,168,805				2,168,805	-
Total Public Service Facilities Expenditures	\$ 2,208,949	\$ -		\$ -	\$ 2,208,949	\$ -
CIP 05 Revenue Bond Fund						
<u>Revenues</u>						

CITY OF TAMARAC, FLORIDA
FY 2013 BUDGET
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ATTACHMENT A

FUND	FY 2013 BUDGET ORDINANCE O-2013-04	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
Appropriation From Fund Balance	\$ 976,831	\$ 2,685	#4		\$ 979,516	\$ 2,685
Total CIP 05 Revenue Bond Fund Revenues	\$ 976,831	\$ 2,685		\$ -	\$ 979,516	\$ 2,685
<u>Expenditures</u>						
Capital Outlay	\$ 976,831	\$ 2,685	#4		\$ 979,516	\$ 2,685
Total CIP 05 Revenue Bond Fund Expenditures	\$ 976,831	\$ 2,685		\$ -	\$ 979,516	\$ 2,685
Tamarac Village Fund						
<u>Revenues</u>						
Transfer From Fund 239	\$ 600,000				\$ 600,000	\$ -
Total Tamarac Village Fund Revenues	\$ 600,000	\$ -		\$ -	\$ 600,000	\$ -
<u>Expenditures</u>						
2011 Line of Credit	\$ 600,000				\$ 600,000	\$ -
Total Tamarac Village Fund Expenditures	\$ 600,000	\$ -		\$ -	\$ 600,000	\$ -
Stormwater Management Fund						
<u>Revenues</u>						
Stormwater Drainage Fees	\$ 5,246,979				\$ 5,246,979	\$ -
Investment Income & Misc Rev	60,000				60,000	-
Total Stormwater Management Revenues	\$ 5,306,979	\$ -		\$ -	\$ 5,306,979	\$ -
<u>Expenses</u>						
Personal Services	\$ 1,710,534				\$ 1,710,534	\$ -
Operating Expenses	1,933,325				1,933,325	-
Capital Outlay	201,041				201,041	-
Other Uses	400,000				400,000	-
Debt Service	399,400				399,400	-
Contingency	662,679				662,679	-
Total Stormwater Management Expenditures	\$ 5,306,979	\$ -		\$ -	\$ 5,306,979	\$ -
Stormwater Capital Project						
<u>Revenues</u>						
Interfund Transfers	\$ 539,880				\$ 539,880	\$ -
Total Stormwater Capital Project Fund Revenues	\$ 539,880	\$ -		\$ -	\$ 539,880	\$ -
<u>Expenditures</u>						
Capital Outlay	\$ 539,880				\$ 539,880	\$ -
Total Stormwater Capital Project Fund Expenditures	\$ 539,880	\$ -		\$ -	\$ 539,880	\$ -
Utilities Fund						
<u>Revenues</u>						
Charges for Services	\$ 22,670,846				\$ 22,670,846	\$ -
Interest Income	8,500				8,500	-
Miscellaneous	70,000				70,000	-
Interfund Transfers	2,650,000				2,650,000	-
Intergovernmental Revenue	36,725				36,725	-
Appropriation from Net Assets	4,250				4,250	-
Total Utilities Fund Revenues	\$ 25,440,321	\$ -		\$ -	\$ 25,440,321	\$ -
<u>Expenses</u>						
Personal Services	\$ 5,609,923				\$ 5,609,923	\$ -
Operating Expenses	12,556,670				12,556,670	-
Capital Outlay	3,014,950				3,014,950	-
Other Uses	2,379,250				2,379,250	-
Debt Service	904,400				904,400	-
Contingency	821,028				821,028	-
Reserves	154,100				154,100	-
Total Utilities Fund Expenses	\$ 25,440,321	\$ -		\$ -	\$ 25,440,321	\$ -
Health Insurance Fund						
<u>Revenues</u>						
Charges for Services	\$ 4,105,259				\$ 4,105,259	\$ -
Total Health Insurance Fund Revenues	\$ 4,105,259	\$ -		\$ -	\$ 4,105,259	\$ -
<u>Expenses</u>						
Operating Expenses	\$ 3,947,931				\$ 3,947,931	\$ -
Contingency	157,328				157,328	-
Total Health Insurance Fund Expenses	\$ 4,105,259	\$ -		\$ -	\$ 4,105,259	\$ -
Risk Management Fund						
<u>Revenues</u>						
Charges for Services	\$ 1,259,300				\$ 1,259,300	\$ -
Interest Income	50,000				50,000	-
Miscellaneous	15,000				15,000	-

CITY OF TAMARAC, FLORIDA
FY 2013 BUDGET
ATTACHMENT TO TEMPORARY ORDINANCE 2291

ATTACHMENT A

FUND	FY 2013 BUDGET ORDINANCE O-2013-04	BA #2 INCREASE	Reference - Exhibit B	BA #2 (DECREASE)	AMENDED BUDGET #2	BA #2 NET CHANGE
Appropriation from Net Assets	1,354,585				1,354,585	-
Total Risk Management Fund Revenues	\$ 2,678,885	\$ -		\$ -	\$ 2,678,885	\$ -
<u>Expenses</u>						
Personal Services	\$ 374,108				\$ 374,108	\$ -
Operating Expenses	2,069,193				2,069,193	-
Contingency	235,584				235,584	-
Total Risk Management Fund Expenses	\$ 2,678,885	\$ -		\$ -	\$ 2,678,885	\$ -
Total FY12 Budget	\$ 132,681,173				\$ 133,890,578	

FY 2013 BUDGET AMENDMENT #2			
BA#	Item	Summary of Adjustments	Dollar Amount
Approved 10/24/12			
A		Approved Temporary Resolution 12238 - Approval of authorizing the appropriate City official to approve a refund to Winn-Dixie Stores, Inc.	
		Increase revenues and expenditures	70,927
Approved 04/10/13			
B		Approved Temporary Resolution 12322 - Approval of issuing a bond and Capital Improvement Refunding Revenue Bonds, Series 2005 advance refunds the Capital Improvement Revenue Bond, Series 2005	
		Increase revenues and expenditures	376,135
Approved 05/08/13			
C		Approved Temporary Resolution 12316 - Approval of agreement with Di Pompeo Construction Corporation for the design/build of Tamarac Mainlands Park - Project PW11A	
		Increase appropriation from fund balance and expenditures	212,705
Approved 05/22/13			
D		Approved Temporary Resolution 12332 - Approval of an Inter Local Agreement (ILA) with the Town of Southwest Ranches (TSR) for the provision of information technology support services	
		Increase appropriation from fund balance and expenditures	85,000
Approved 06/12/13			
E		Approved Temporary Resolution 12349 - Approval to expend State Law Enforcement Trust Fund	
		Increase appropriation from fund balance and expenditures	29,875
Approved 07/10/13			
F		Approved Temporary Resolution 12362 - Increase funds for agreement with West Construction, Inc., for Project Replace Playground @ Sport Complex and Replace Turfot @ Caporella Park - Project GP12H & Project GP12J	
		Increase appropriation from fund balance and expenditures	36,742
Approved 08/28/13			
G		Approved Temporary Resolution 12382 - Approval of a sub-grant agreement with the State Homeland Security Grant Program for annual maintenance of the Mutual Aid Radio Communications (MARC) Unit - Project GT13K	
		Increase grant revenues and expenditures	12,700
Approved 08/28/13			
H		Approved Temporary Resolution 12381 - Acceptance of Grant Award from Florida Department of Health, Bureau of Emergency Medical Services for Emergency Medical Services Grant - Project GT13J	
		Increase grant revenues and expenditures	83,208
Approved 09/11/13			
I		Approved Temporary Resolution 12389 - Approval of supplement change order to the Major Arterial Corridor Study - Project GP12A	
		Increase appropriation from fund balance and expenditures	11,155
SUBTOTAL ITEMS PREVIOUSLY APPROVED BY CITY COMMISSION AT THE ABOVE INDICATED MEETINGS			\$ 918,447
#1	General Fund Adjustments		
		Increase appropriation from fund balance and expenditures	
		City Attorney	90,000
		Park and Recreation - Aquatic Center	74,001
		Decrease Non-Departmental - contingency	(90,000)
#3	Transfer and Close Fund 153 - Grants Fund		
		Increase appropriation from fund balance and transfer out Fund 153 - Closed Fund 153	116,559
#4	Capital Projects		
		Increase appropriation from fund balance and transfer out Fund 150 - Project CV13A - Building vehicle	22,352
		Increase transfer in to Fund 301 and capital outlay expense	22,352
		Increase appropriation from fund balance and expenditures:	
		Project GP10B - MPC Kalwall R&R - increasing budget expenditures exceeded budget	2,685
		Project PW12A - HVAC Program - renovation and upgrades to the Multi-Purpose Facility expenditures exceeded budget	8,540
		Project PW13A - HVAC Program - increasing budget expenditures exceeded budget	4,469
	Golf Course Fund 302		
#5		Increase appropriation from fund balance and transfer out Fund 310 - Fund 302 operating exp	20,000
		Increase transfer in to Fund 302 and operating expenditures	20,000
		Total Budget Changes	\$ 1,209,405
		Total Ordinance	\$ 1,209,405
		Difference	\$ -