



CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING
City Hall - Commission Chambers
February 11, 2015

CALL TO ORDER:

7:00 P.M.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Debra Placko

INTRODUCTION

1. PROCLAMATIONS AND PRESENTATIONS:

a. Wear Red Wellness Day Proclamation

Presentation of a proclamation by Mayor Harry Dressler proclaiming February 12, 2015 as "Wear Red Wellness Day". (Requested by Mayor Harry Dressler)

2. CITY COMMISSION REPORTS

a. Vice Mayor Bushnell

b. Commissioner Gomez

c. Commissioner Glasser

d. Commissioner Placko

e. Mayor Dressler

3. CITY ATTORNEY REPORT

4. CITY MANAGER REPORT

5. PUBLIC PARTICIPATION

Any member of the public may speak to any issue that is not agendaized 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 agendize 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 January 28, 2015 Regular Commission Meeting Minutes

Approval of the January 28, 2015 Regular Commission Meeting Minutes

b. Approval of the February 2, 2015 Special Commission Meeting Minutes

Approval of the February 2, 2015 Special Commission Meeting Minutes

c. TR 12606 - Ferguson Group LLC Federal Lobbying Services Amendment #6

A Resolution of the City Commission of the City of Tamarac, Florida; approving Amendment #6 to the agreement between the City of Tamarac and The Ferguson Group, LLC, for Federal Lobbying Services, extending the term of the agreement for a one year period effective February 13, 2015 through February 12, 2016 at a cost not to exceed eighty-five thousand five hundred (\$85,500.00) dollars per year; authorizing the appropriate city officials to execute the amendment to the agreement for lobbying services; providing for conflicts; providing for severability; and providing for an effective date.

d. TR12607 - Filter Media Replacement - Package Filters 1 and 2 Project - Bid No. 15-308

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing that the City Commission awards Bid No. 15-03B to TLC Diversified, Inc., and authorizes the appropriate City Officials to execute the agreement between the City of Tamarac and TLC Diversified, Inc., for an amount of \$311,495 for the Filter Media Replacement - Package Filters 1 and 2 Project located at the Tamarac Utilities Water Treatment Plant site; a contingency in the amount of \$50,000 will be added to the project account for a total amount of \$361,495; approving funding for this project from the appropriate Utilities Operational accounts; authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date.

7. REGULAR AGENDA

8. ORDINANCE(S) - FIRST READING

a. TO2314 - Abolishment of Investment Advisory

Motion to adopt an ordinance of the City of Tamarac, Florida, on first reading amending Chapter 2 entitled "Administration" of the Code of Ordinances of the City of Tamarac by repealing Sections 2-156 through 2-161, inclusive, to provide for the abolishment of the Investment Advisory Committee; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

b. TO2315 - Ordinance to Repeal the WNID

Motion to adopt an Ordinance of the City of Tamarac, Florida on first reading repealing Ordinance No. 2010-14, adopted on July 14, 2010, in its entirety; dissolving the Woodlands Community Neighborhood Improvement District created pursuant to Ordinance No. 2010-14 and in accordance with Section 163.506, F.S.; providing for transmission of a certified copy of this Ordinance to the Florida Department of Economic Opportunity and the Department of Legal Affairs in accordance with Florida Statutes 163.5055; providing for conflicts; providing for severability; and providing for an effective date.

9. PUBLIC HEARING(S)

10. ORDINANCE(S) - SECOND READING

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.

A handwritten signature in blue ink, reading "Patricia Teufel". The signature is fluid and cursive, with the first name "Patricia" written in a larger, more prominent script than the last name "Teufel".

Patricia Teufel, CMC
City Clerk



Title - 7:00 P.M.

7:00 P.M.

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		



Title - Commissioner Debra Placko

Commissioner Debra Placko

ATTACHMENTS:


Description	Upload Date	Type
No Attachments Available		



Title - Wear Red Wellness Day Proclamation

Presentation of a proclamation by Mayor Harry Dressler proclaiming February 12, 2015 as "Wear Red Wellness Day". (Requested by Mayor Harry Dressler)

ATTACHMENTS:

Description	Upload Date	Type
 Wear Red Wellness Day Proclamation	2/4/2015	Proclamation



Requested by Mayor Harry Dressler

WHEREAS, heart disease is the Number 1 killer of women, causing one in three women's deaths each year, yet 80% of cardiac events can be prevented; and

WHEREAS, an estimated 44 million women in the U.S. are affected by cardiovascular diseases, killing approximately one woman every minute; and

WHEREAS, women comprise only 24% of participants in all heart-related studies; and

WHEREAS, women are less likely to call 911 for themselves when experiencing symptoms of a heart attack than they are if someone else were having a heart attack; and

WHEREAS, women involved with the American Heart Association's Go Red For Women® movement live healthier lives and nearly 90% have made at least one healthy behavior change.

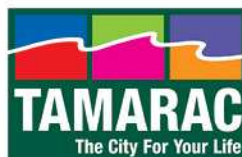
WHEREAS, the City of Tamarac is committed to keeping women healthy and is supporting these efforts through a **"Wear Red Wellness Day"** for its employees.

NOW, THEREFORE, I, Harry Dressler, Mayor of the City of Tamarac, Broward County, Florida, in recognition of the importance of the ongoing fight against heart disease and stroke, do hereby proclaim February 12, 2015 as

"WEAR RED WELLNESS DAY"

in the City of Tamarac and urge all citizens to show their support for women and the fight against heart disease by commemorating this day by the wearing of the color red.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 11th day of February, 2015.



Harry Dressler

Harry Dressler, Mayor



Title - Approval of the January 28, 2015 Regular Commission Meeting Minutes

Approval of the January 28, 2015 Regular Commission Meeting Minutes

ATTACHMENTS:

Description	Upload Date	Type
📎 January 28, 2015 Minutes	2/3/2015	Backup Material

CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING
WEDNESDAY, JANUARY 28, 2015

CALL TO ORDER: Mayor Harry Dressler called the Regular Commission Meeting of the City of Tamarac to order at 9:08 a.m. on Wednesday, January 28, 2015 in City Commission Chambers, Tamarac City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321.

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

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

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

1. PROCLAMATIONS AND PRESENTATIONS:

a. Presentation of a check by the Mayor, City Commission and Employees of the City of Tamarac, in the amount of \$31,275.00 to the United Way of Broward County, representing the City of Tamarac's 2014 Employee Campaign total. Accepting on behalf of the United Way Jennifer Lack, Development Officer and Tony Hopper, Vice President of Workplace Campaigns. (Requested by Assistant Fire Chief Jeff Moral and Code Enforcement Manager Scott Krajewski)

Mayor Dressler moved out of the order of the agenda to take up Item 1 c as Pam Davidson, President of the Kiwanis Club, was not yet in attendance.

c. Employee Service Awards:

5 - Year Award: Vitalis Cadette, Water Plant Operator C, Public Services/Utilities

10 - Year Awards: David Greenstein, LT Paramedic, Fire Rescue; Gregory Martin, Firefighter Paramedic, Fire Rescue; Stephen Varricchio, Firefighter Paramedic, Fire Rescue
Carlos Acosta, Groundskeeper Crewleader, Public Services/Public Works

15 - Year Awards: Cleopha Lordeus, Bus Driver, Parks & Recreation; Rosario Cure-Persad, Social Services Supervisor, Parks & Recreation; Steven Korte, LT Paramedic, Fire Rescue

20 - Year Awards: Steven Stillwell, Fire Division Chief, Fire Rescue; Rodney Dorsett, Field Technician, Public Services/Utilities

30 - Year Award: Luisito Villena, Senior Fleet Mechanic, Public Services/Utilities

35 - Year Award: Richard Ruhl, Water Plant Operator C, Public Services/Utilities

2. CITY COMMISSION REPORTS:

a. Vice Mayor Bushnell: Vice Mayor Bushnell reported that she is a member of the Executive Airport Board where she represents everyone in Tamarac. Vice Mayor Bushnell said there is a program that Challenger Air Service runs wherein they set aside a day for children so they can learn about airports and each child can go for a 30 minute plane ride as well as participate in other activities. This event takes place on Saturday and Vice Mayor Bushnell

said if anyone knows a child that would like to participate, they can sign up at www.challengerair.com. Vice Mayor Bushnell said the Broward League of Cities is offering scholarships to students and applications are on line at the Broward League of Cities website and encouraged students to apply. Vice Mayor Bushnell said the City of Tamarac hosted a Mayors Round Table with Representative Hazelle Rogers where items such as water/air exchange programs and pension taxes were discussed.

b. Commissioner Gomez: Congratulated Commissioner Glasser for being honored by the ADRC at a dinner recently. Commissioner Gomez noted she attended former Mayor Joe Schreiber's funeral; was appointed to the the Broward County Planning Council; was appointed a board member of the Smart Growth Partnership; was not able to attend the employee recognition event earlier today and congratulated those employees that were recognized; congratulated the Kiwanis Club on their 100th anniversary; was appointed to the National League of Cities Transportation Infrastructure & Services Policy Advocacy Steering Committee and wished everyone a great weekend.

c. Commissioner Glasser: Commissioner Glasser said she had the pleasure of serving as the President of the ADRC for the last year and attended the ADRC dinner for the installation of the new officers and it was a pleasure to have been honored and receive an award. Commissioner Glasser attended the Univerisity Hospital Board meeting and the grand opening the new Mainlands Park.

d. Commissioner Placko: Congratulated Commissioner Glasser on being honored by the ADRC. Commissioner Placko attended the Community Action Agency meeting which is an organization that has grants to provide assistance to individuals in need and encouraged people who need assistance to contact her and she will get them in touch with the Agency. Commissioner Placko said there will be a Woodmont COPS training program tomorrow evening at 6:00 p.m. at BSO and encouraged people to attend. Commissioner Placko also encouraged Woodmont residents to join the Woodmont Property Owners Association.

e. Mayor Dressler: Mayor Dressler said he attended former Mayor Joe Schreiber's funeral and was honored to give a eulogy at the service. Mayor Dressler said he is a member of the Board of Directors of the Broward League of Cities and one item they are keeping an eye on in the upcoming legislative session is legislation regarding pensions.

3. CITY ATTORNEY REPORT: City Attorney Goren updated the Commission on a recent lawsuit regarding American Charter Development LLC vs. The City of Tamarac. City Attorney Goren said this was the Charter School site that the City Commission deliberated on and reviewed carefully and considerably in a public forum and essentially denied the request of the applicant. The Appellate Division of the Broward Circuit Court, which is comprised of three judges; Judge Garcia-Wood, Judge Pearlman and Judge Rodriguez, made a decision on January 21, 2015 referencing denial of the Writ of Certiorari filed by attorneys Jim Brady and Keith Poliakoff, counsel for the applicant and the plaintiff, in the lawsuit against the City. City Attorney Goren said three things can occur at this point; the plaintiff will file a Motion for a Rehearing; it will be denied by the board; and they will file an Appeal with the Fourth DCA. City Attorney Goren said he would be happy to answer any questions the Commission has. City Attorney Goren said he is pleased with the result and added that city staff was very cooperative with the City Attorney's Office in the preparation of the response documents. The court transcript was a meaningful document and along with the strategy which was used in

our response that brought this case to a truly successful fruition. City Attorney Goren noted that it was nice to have a victory particularly where this Commission took great pains to be reasonable when reviewing the application and made a decision that was in the public's interest.

City Attorney Goren said he recently requested a Shade Meeting with regard to the ATS Red Light Camera case referenced as Passman vs. City of Jacksonville, et al. The City was served yesterday and the consequence of which is we need to have a Shade Meeting sometime between today and the next regular commission meeting. City Attorney Goren said his office will work with the Commission, City Administration and the City Clerk to schedule the meeting so he can brief the Commission on the case. City Attorney Goren said he would like to remind the Commission there are three cities that do their reviews of the videos and citations differently than other cities in the State of Florida; Boyton Beach, Pembroke Pines and Tamarac, and that may have a distinguishing characteristic for Tamarac. City Attorney Goren said he has reason to believe that the ATS people are engaged in a discussion to have their counsel defend Tamarac at their expense.

4. CITY MANAGER REPORT: City Manager Cernech reported that Tamarac is currently accepting applications for Tamarac University which begins on March 17th. Applications are available online at www.tamarac.org and are due by Friday, January 30, 2015.

City Manager Cernech reported the Center for Digital Government recently announced the 2014 Digital Cities Survey Winners which recognizes cities with best practices in Public Sector Information and Communications Technology. Tamarac ranked third in the nation in the category of cities with populations under 75,000 and was the only city in the State of Florida to make the Top Ten List in this population category.

Upcoming Events: The Preventative Health and Wellness Expo, hosted by the City of Tamarac and the Tamarac Chamber of Commerce, is being held on Saturday, February 7th at the Tamarac Community Center from 9:00 a.m. to noon; the Teen Summit will be held on Saturday, February 21st from 9:00 a.m. to noon at the Tamarac Community Center, the cost is \$5 per teen which includes breakfast, lunch and sessions on different topics. For more information call 954-597-3674.

City Manager Cernech complimented the City Attorney's Office and the Community Development Department on the work they did relative to the Charter School lawsuit. The Commission remembers that at that hearing the applicant told the Commission that they had to vote and pass the item. City Manager Cernech said the Commission made the right decision which was in the best interest of the community.

City Manager Cernech noted that he wanted to take the opportunity to thank Human Resources Director Maria Swanson and Risk/Safety Manager Patty Tomaszewski for providing assistance to the Schreiber Family at former Mayor Joe Schreiber's funeral before and after the service.

5. PUBLIC PARTICIPATION: Mayor Dressler opened public participation and the following individuals spoke: Peter Mason, Executive Director of the Tamarac Chamber of Commerce, 11620 NW 2nd Dr., Coral Springs, provided an update on the Chamber's accomplishments to date and upcoming events; Ronald B. Barish, 7555 NW 99th Ave., expressed his opposition

to a Charter School being built at the Tamarac Sports Complex; Barry Schuk, 6203 Jacarada Circle; spoke about the lack of a traffic signal on Banyan Lane at Commercial Blvd., and his concern with drivers on Woodlands Blvd. being unable to see traffic on Commercial Blvd. going west.

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

a. Approval of the January 14, 2015 Regular Commission Meeting Minutes - **APPROVED**

b. TR12582 - Award of Bid No. 14-25B for Citywide Grounds Maintenance Services: A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 14-25B to and approving an Agreement with Prestige Property Management, Inc., per Bid no. 14-25B, for Landscape Maintenance Services of certain public rights-of-way and city parks; based on established contract fixed unit prices; authorizing an appropriation of \$230,042.61; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2015-06

c. TR12595 - Interlocal Agreement - Naturescape Irrigation Service: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to execute an Interlocal Agreement between the City of Tamarac and Broward County to provide cost share support of a naturescape irrigation service to be operated by Broward County with the City of Tamarac water utility service areas and authorize Broward County to conduct specific technical activities required as part of landscape and irrigation system evaluations to be performed by Broward County Environmental Protection Department; providing for the City's cost share support of the naturescape irrigation service; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2015-07

d. TR12599 - Stormwater Grant Agreement – Florida Dept. of Environmental Protection (DEP)

A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate city officials to accept a grant award from the Florida Department of Environmental Protection (DEP) in the amount of \$300,000 for stormwater infrastructure at the NW 57th street project site known as Tamarac Village; providing for acceptance of the award and execution of documents pending legal review; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2015-08

e. TR12603 - Asphalt Rejuvenation: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute a Purchase Order Agreement between the City of Tamarac and Pavement Technology Inc., utilizing pricing from an Agreement obtained through a formal competitive procurement process awarded by the City of Margate, Florida, through Bid Number 2014-006 for an amount not to exceed \$1,370,963.62 for the Pavement Rejuvenation Project; a contingency of 4.7% or \$65,000 will be added to the project account for a total amount of \$1,435,963.62; authorizing

the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2015-09

f. TR12604 - Land Lease for Temp Fire Station 78 with Mainlands Five, Inc.: A Resolution of the City Commission of the City of Tamarac, Florida; authorizing the City to enter into a sublease agreement of approximately 1.03 acres of real property located at 4890 NW 50th Street, Tamarac, Florida with Mainlands Five, Inc., for a monthly cost of two thousand dollars (\$2000.00) with a provision for termination upon thirty (30) day written notice by either party; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2015-10

Mayor Dressler moved out of order to take up Item 1 b on the agenda, Kiwanis Proclamation:

1 b. Presentation of a proclamation by Mayor Harry Dressler proclaiming January 28, 2015 as "Kiwanis Club of Tamarac Day". (Requested by Commissioner Michelle J. Gomez)

Mayor Dressler moved back into the order of the agenda.

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

8. ORDINANCE(S) - FIRST READING: There were no Ordinances – First Reading scheduled for this meeting.

9. PUBLIC HEARING(S):

a. TR12596 - CDBG FY 10/11 Amendment: A Resolution of the City Commission of the City of Tamarac, Florida, approving an amendment to the Fiscal Year 2010/2011 Annual Action Plan for expenditure of the U.S. Housing and Urban Development Community Development Block Grant funds for the Eleventh Program Year to provide for reallocation of funds and inclusion of new activity; providing for conflict; providing for severability; and providing for an effective date. City Attorney Goren read TR12596 by title into the record. Vice Mayor Bushnell seconded by Commissioner Placko moved approval of TR12596. Mayor Dressler opened the public hearing and with no one wishing to speak, closed the public hearing. Motion passed unanimously (5-0).

RESOLUTION R-2015-11

b. TR12597 - CDBG FY 11/12 Amendment: A Resolution of the City Commission of the City of Tamarac, Florida, approving an amendment to the Fiscal Year 2011/2012 Annual Action Plan for expenditure of the U.S. Housing and Urban Development Community Development Block Grant funds for the Twelfth Program Year to provide for reallocation of funds and inclusion of new activity; providing for conflict; providing for severability; and providing for an effective date. City Attorney Goren read TR12597 by title into the record. Commissioner Gomez seconded by Commissioner Glasser moved approval of TR12597. Mayor Dressler opened the public hearing and with no one wishing to speak, closed the public hearing. Motion passed unanimously (5-0).

RESOLUTION R-2015-12

c. TR12598 - CDBG FY 13/14 Amendment: A Resolution of the City Commission of the City of Tamarac, Florida, approving a second amendment to the fiscal year 2013/2014 Annual Action Plan for expenditure of the U.S. Housing and Urban Development Community Development Block Grant funds for the fourteenth program year to provide for reallocation of funds; providing for conflict; providing for severability; and providing for an effective date. City Attorney Goren read TR12598 by title into the record. Commissioner Placko seconded by Commissioner Gomez moved approval of TR12598. Mayor Dressler opened the public hearing and with no one wishing to speak, closed the public hearing. Motion passed unanimously (5-0).

RESOLUTION R-2015-13

10. ORDINANCE(S) - SECOND READING:

a. TO2308 - Woodlands Neighborhood Improvement District: An Ordinance of the City Commission of the City of Tamarac, Florida on amending Ordinance No. 2010-14, creating the Local Government Neighborhood Improvement District pursuant to Section 163.506, F.S., known as the Woodlands Community Neighborhood Improvement District (the "District") and amending Chapter 24 of the City's Code of Ordinances, entitled Zoning, Article III entitled district regulations, by specifically amending Division 26, entitled Safe Neighborhood Improvement Districts, creating Sections 24-542 through 24-549 providing for the establishment of the specific named Woodlands Community Neighborhood Improvement District, defining district boundaries; providing eligibility to request grants, to levy ad valorem taxes on real and personal property of up to 2 mills annually, and authority to collect special assessments to support planning and implementation of the district improvements including community policing innovations pursuant to Florida Statutes, Section 197.3635 in an amount not to exceed \$500.00 for each individual parcel of land per year; designating the City Commission as the Board of Directors; establishing an Advisory Council to the Board of Directors; providing district powers; providing for the continuation of the district subject to the approval of a referendum in accordance with the procedures set forth in 163.511 F.S. providing for recordation; providing for codification; providing for conflicts; providing for severability; and providing for an effective date. City Attorney Goren read TO2308 by title into the record. Commissioner Gomez made a Motion to table the item to a date uncertain with conditions. There was no second to the Motion; hence the Motion failed and is moot.

Commissioner Bushnell seconded by Commissioner Placko moved approval of TO2308 on second reading.

Mayor Dressler opened the public hearing and the following individuals spoke in opposition to the Ordinance: Leonard Hixon, 5505 White Oak Circle; James Tuthill, 6012 Linden Circle and Barry Schuk, 6203 Jacaranda Circle. Joel Davidson 4608 Norfolk Island Pine Dr., supported Commissioner Gomez's position; Karen Long, 4607 Bayberry Lane, indicated she did not understand the proceedings and James Tuthill, 6012 Linden Circle, talked about misinformation being disseminated in the community regarding this item. With no one else wishing to speak Mayor Dressler closed the public hearing.

Mayor Dressler opened up the item for Commission discussion. Commissioner Placko, Vice Mayor Bushnell, Commissioner Glasser and Mayor Dressler were in agreement to let the district start over and to also vote no on second reading. Commissioner Placko asked the Commission to consider dissolving the current Woodlands Neighborhood Improvement

District. Commissioner Gomez reiterated the problems she had with this ordinance as written and the reason she asked for the item to be tabled. Commissioner Glasser said Senator Jeremy Ring would be at Kings Point on Sunday and encouraged Commissioner Gomez to meet with him at that time to discuss changing the statute governing voting for the district referendum. Commissioner Placko asked City Attorney Goren for clarification of what would happen should the Commission vote no on second reading. City Attorney Goren said if the Commission votes this down the original ordinance allowing for the creation of a district would still be legally in place. Commissioner Gomez asked her colleagues to vote no on the item.

Motion failed unanimously (5-0)

PASSED ON FIRST READING JANUARY 14, 2015

FAILED ON SECOND READING JANUARY 28, 2015

Mayor Dressler and the Commission continued the discussion regarding dissolution of the original ordinance creating the WNID. Commissioner Placko made a motion to instruct the City Attorney's Office to create legislation to dissolve the original WNID to be brought before the Commission for discussion at future meetings.

Mayor Dressler recessed the meeting at 11:15 a.m. and reconvened the meeting at 11:38 a.m. with all present as before.

Vice Mayor Bushnell seconded Commissioner Placko's Motion. There was some discussion regarding the benefits of dissolving the original WNID. Commissioner Gomez stated that she was against repealing the original legislation that created the WNID.

Motion passed 4 – 1 with Commissioner Gomez dissenting.

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

12. OTHER: There being no further business to come before the City Commission, Mayor Dressler adjourned the meeting at 11:50 a.m.

Harry Dressler, Mayor


Patricia Teufel, CMC
City Clerk



Title - Approval of the February 2, 2015 Special Commission Meeting Minutes

Approval of the February 2, 2015 Special Commission Meeting Minutes

ATTACHMENTS:

Description	Upload Date	Type
 February 2, 2015 Special Commission Meeting Minutes	2/3/2015	Backup Material

**CITY OF TAMARAC
SPECIAL CITY COMMISSION MEETING
MONDAY, FEBRUARY 2, 2015**

CALL TO ORDER: Mayor Dressler called the Special Meeting of the City Commission to order at 5:05 p.m. on Monday, February 2, 2015, in Conference Room 105 at Tamarac City Hall, 7525 NW 88 Avenue, Tamarac, FL, 33321.

PRESENT: Mayor Harry Dressler, Commissioner Michelle J. Gomez, Commissioner Diane Glasser and Commissioner Debra Placko.

ABSENT: Vice Mayor Pamela Bushnell

ALSO PRESENT: City Attorney Samuel S. Goren, Assistant City Attorney Michael Cirullo, City Manager Michael Cernech, City Clerk Patricia Teufel, Assistant City Clerk Lillian Pabon and Victoria Paez, Court Reporter.

City Attorney Goren explained the purpose of this meeting, as set forth in Florida Statutes 286.011 (8)(b), is that the City Attorney desires advice concerning litigation regarding Jeffrey Passman, et al v. State of Florida, et al, United States District Court for the Northern District of Florida, Case No. 4:14-CV-00578-RH-CAS.

City Attorney Goren asked Mayor Dressler to recess the special meeting so the Mayor and City Commission, City Attorney Goren, Assistant City Attorney Cirullo and City Manager Cernech can begin discussions regarding the litigation in the shade session.

Mayor Dressler recessed the special meeting at 5:07 p.m. City Clerk Teufel and Assistant City Clerk Pabon left the room.

Mayor Dressler reconvened the special meeting at 6:19 p.m. with all present as before. City Attorney Goren thanked the Commission for providing direction and guidance regarding Jeffrey Passman, et al v. State of Florida, et al, United States District Court for the Northern District of Florida, Case No. 4:14-CV-00578-RH-CAS.

There being no further business to come before the Mayor and City Commission, Mayor Dressler adjourned the special meeting at 6:21 p.m.

Harry Dressler, Mayor

Patricia Teufel,
City Clerk



Title - TR 12606 - Ferguson Group LLC Federal Lobbying Services Amendment #6

A Resolution of the City Commission of the City of Tamarac, Florida; approving Amendment #6 to the agreement between the City of Tamarac and The Ferguson Group, LLC, for Federal Lobbying Services, extending the term of the agreement for a one year period effective February 13, 2015 through February 12, 2016 at a cost not to exceed eighty-five thousand five hundred (\$85,500.00) dollars per year; authorizing the appropriate city officials to execute the amendment to the agreement for lobbying services; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> TR12606 - Ferguson Group LLC - Memo	1/29/2015	Cover Memo
<input type="checkbox"/> TR 12606 Ferguson Group LLC - Reso	2/3/2015	Resolution
<input type="checkbox"/> TR12606 - Ferguson Group LLC - Amendment #6 Exhibit A - Signed	1/29/2015	Exhibit

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY MANAGER'S OFFICE**

**TO: MICHAEL CERNECH,
CITY MANAGER**

DATE: JANUARY 29, 2015


**FROM: DIANE PHILLIPS,
ASSISTANT CITY MANAGER**

**RE: TR 12606- THE FERGUSON
GROUP AMENDMENT #6**

Recommendation:

Place the above referenced item on the February 11th, 2015 City Commission Meeting agenda for Commission consideration.

Issue:

Approval of an amendment to the agreement between the City of Tamarac and The Ferguson Group, LLC providing for Federal Lobbying Services for an additional one year period.

Background:

In February 2008 the City entered into an agreement for Federal lobbying services with The Ferguson Group, LLC. The original two year agreement provided that upon expiration, the parties could choose to extend the agreement annually. The Ferguson Group specializes in representing local governments and public agencies and provides assistance and counsel on appropriations, federal grants and legislative policy matters. During the course of the agreement, the City has worked with The Ferguson Group to affect and/or support key legislative issue and to identify sources of funding for key City projects, through both the appropriation and grant process.

In recent years, as the funding process at the National level has veered from legislative appropriations towards agency grant awards, the Ferguson Group has focused on identifying sources of grant funding for specific City projects. Over the course of the past year, while we continued to monitor appropriations, the City and Ferguson staff focused on identifying federal grant opportunities for key projects and assisted with preparation and/or review of applications.

During this past year, a number of grant applications were submitted and/or approved for federal funding including:

- \$25,000 - Our Town Grant – Sunset Point Park art project (awarded)
- \$790,169 - MPO Grant – TAP funds for bikepaths - phase 4 resubmittal (awarded)
- \$825,000 - Hazard Mitigation Grant Program - water plant control room - SCADA
- \$250,000 - Pre-Disaster Mitigation Grant Program - water treatment plant SCADA room
- \$3,530,170 - Assistance to Firefighters Grants – regional application for SCBAs

We continue to seek congressional support for major projects. The following requests remain at the focal point for congressional consideration.

- Tamarac Village
- Pine Island Road pedestrian crossing
- City-wide bikepath construction
- Arterial corridor redevelopment

The existing agreement provides that the Ferguson Group will plan and implement all legislative strategies designed to accomplish the City's initiatives, assist in the preparation of supporting materials for the initiatives, develop meetings with members of Congress and staff to advance the initiatives, and serve as a liaison to federal agencies relevant to the initiatives.

The proposed sixth amendment to the agreement provides for continuation of services at the current rate of \$85,500 per year through February 12, 2016, under the same terms and conditions as the existing agreement. The agreement provides for no additional fees or expenses other than those related to out of town travel and travel between Washington and Florida. All travel expenses are subject to prior approval by the City.

Fiscal Impact:

Approval of the Resolution and Amendment #6 provides for continuation of Federal lobbyist services through February 12, 2016, at a rate of \$85,500 per year. Funds for lobbyist services are included in the FY15 adopted budget.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2015-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA; APPROVING AMENDMENT #6 TO THE AGREEMENT BETWEEN THE CITY OF TAMARAC AND THE FERGUSON GROUP, LLC, FOR FEDERAL LOBBYING SERVICES, EXTENDING THE TERM OF THE AGREEMENT FOR A ONE YEAR PERIOD EFFECTIVE FEBRUARY 13, 2015 THROUGH FEBRUARY 12, 2016 AT A COST NOT TO EXCEED EIGHTY-FIVE THOUSAND FIVE HUNDRED (\$85,500.00) DOLLARS PER YEAR; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AMENDMENT TO THE AGREEMENT FOR LOBBYING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac Commission has expressed its interest in retaining the services of a qualified professional lobbyist to represent the City of Tamarac's legislative, administrative and funding interests at the Federal, State and Local levels; and

WHEREAS, the City of Tamarac entered into an Agreement with The Ferguson Group LLC, on February 13, 2008, (a copy of said agreement is on file in the office of the City Clerk), providing for said lobbying services for a two (2) year period; and

WHEREAS, the City of Tamarac has amended the Agreement annually providing for continuation of lobbying services; and

WHEREAS, the current agreement expires on February 12, 2015 and provides

that the parties may renew the agreement; 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 to approve and execute Amendment #6 to the Agreement between the City of Tamarac and The Ferguson Group, LLC (attached hereto as Exhibit "A"), providing for Federal Lobbying Services at a cost not to exceed Eighty-Five Thousand Five Hundred (\$85,500.00) Dollars, extending the agreement for a one year term through February 12, 2016.

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. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The appropriate City Officials hereby approve Amendment #6 to the Agreement between the City of Tamarac and The Ferguson Group, LLC providing for Federal Lobbying Services at a cost not to exceed \$85,500, extending the agreement through February 12, 2016.

SECTION 3: The appropriate City Officials are hereby authorized to execute the Amendment to the Agreement for Lobbying Services between the City of Tamarac and The Ferguson Group, LLC, attached hereto as Exhibit "A".

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

SECTION 5: 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 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2015.

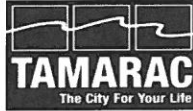
HARRY DRESSLER, Mayor

ATTEST:

PATRICIA TEUFEL, CMC
City Clerk

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

SAMUEL S. GOREN
City Attorney



**AMENDMENT #6
TO AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
THE FERGUSON GROUP**

The CITY OF TAMARAC ("City") and THE FERGUSON GROUP, LLC a Limited Liability Company with principal offices located at 1130 Connecticut Avenue NW, Suite 300, Washington, DC 20036 ("Consultant") agree to execute Amendment #6 to the original Agreement dated February 13, 2008, amended February 4, 2010, February 9, 2011, February 8, 2012, February 13, 2013 and January 22, 2014 providing for Lobbying Services as follows:

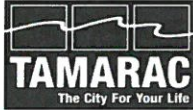
1. Article 1 of the agreement shall be amended as follows:

ARTICLE 1 – EFFECTIVE DATE

- 1.1 The effective date of this Agreement shall be for a one (1) year period beginning on ~~February 13, 2014~~ February 13, 2015.

* * *

All other provisions of the original Agreement, as amended, remain in effect as written.



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

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

Samuel S. Goren, City Attorney

Date

ATTEST:

Lisa G. Phillips
Signature

W. Roger Gwin
Signature of Consultant

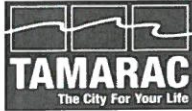
LISA G. PHILLIPS
Type/Print Name

W. Roger Gwin
Type/Print Name of Consultant

Date

1/29/15

(CORPORATE SEAL)



City of Tamarac

Purchasing & Contracts Division

STATE OF Washington D.C. :
 : SS.:
COUNTY OF _____ :

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 President & CEO of The Ferguson Group, LLC, a Washington, D.C., Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal this day of January 29, 2015.

JOHN H. SMITH III
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires March 14, 2018

Signature of Notary Public
State of _____ at Large

John H. Smith III

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 - TR12607 - Filter Media Replacement - Package Filters 1 and 2 Project - Bid No. 15-308

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing that the City Commission awards Bid No. 15-03B to TLC Diversified, Inc., and authorizes the appropriate City Officials to execute the agreement between the City of Tamarac and TLC Diversified, Inc., for an amount of \$311,495 for the Filter Media Replacement - Package Filters 1 and 2 Project located at the Tamarac Utilities Water Treatment Plant site; a contingency in the amount of \$50,000 will be added to the project account for a total amount of \$361,495; approving funding for this project from the appropriate Utilities Operational accounts; authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
 Memo	1/28/2015	Cover Memo
 Reso	1/28/2015	Resolution
 Exhibit A	1/26/2015	Backup Material
 Exhibit B	1/26/2015	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT

TO: Michael C. Cernech,
City Manager

DATE: January 27, 2015

THROUGH: Jack Strain, P.E.,
Director of Public Services

FROM: James T. Moore, P.E.,
Assistant Director of Utilities

RE: Filter Media Replacement
Package Filters 1 & 2
Bid No. 15-03B
TR #12607

RECOMMENDATION:

I recommend that the City Commission authorize the funding and awarding of Bid No. 15-03B in the amount of \$311,495 to TLC Diversified, Inc., the most responsive and responsible bidder for the Filter Media Replacement - Package Filters 1 & 2 Project. A contingency in the amount of \$50,000 will be added to the project account for a total project budget of \$361,495. The contingency amount of \$50,000 is greater than the normal 10% to cover unforeseen costs for major steel repairs not currently visible below the filter media surface.

ISSUE:

Package Filter #2, located at the Tamarac Utilities Water Treatment Plant, started to lose media in early November 2014. Further investigation found that the underdrain support structure had failed in the south cell of Filter #2 allowing filter media to enter the underdrain and clearwell. Filter #2 was taken off-line in mid-November 2014 which reduced the package filter capacity by 1.33 MGD. Since both Filters 1 & 2 were rehabbed at the same time in 2007; the decision was made to replace the media in both filters which would return the package filter capacity to 8.0 MGD.

BACKGROUND:

Package Filters 1 & 2 are utilized in the water production process at the Water Treatment Plant. These package filters, together with four additional package filters, are used as backup to the 8 MGD Greenleaf Filter. The six (6) package filters are capable of producing approximately 8.0 MGD while operating at full capacity. Package Filters 1 and 2 had the filter media replaced in 2007 and a Capital Improvement Project for \$300,000 was budgeted in FY 2017 to replace filter media after an expected service life of 10 years. However, the failure of the support media in Filter #2 has rendered the filter unusable and shortened the service life from 10 years to 7 years. Since both Filters 1 & 2 had the media replaced at the same time in 2007; the decision was made by Public Services Management to replace the media together along with new underdrain supports.

The design, bidding, and construction documents for the Filter Media Replacement - Package Filters 1 & 2 Project were prepared by Utilities Engineering and Purchasing staff.

The replacement filter media will be installed by the personnel of TLC Diversified, Inc., along with an INFILCO representative (the filters are INFILCO units) on-site to ensure quality control and filter nameplate capacity performance.

The Filter Media Replacement - Package Filters 1 & 2 Project is a FY 2015 non-budgeted Capital Improvement Project which will be paid from 2015 Utilities Renewal and Replacement (R&R) Funds.

The City of Tamarac advertised Bid No. 15-03B for the Filter Media Replacement - Package Filters 1 & 2 Project on November 30, 2014 and December 7, 2014 in the Sun Sentinel and received the lowest and best bid proposal of \$311,495 from TLC Diversified, Inc.

FISCAL IMPACT:

The Filter Media Replacement - Package Filters 1 & 2 Project was previously budgeted in FY 2017 as a Capital Improvement Project, but the premature failure of the support media has required this project to be completed in FY 2015 as a non-budgeted project. This project will be paid from the 2015 Utilities Renewal and Replacement Fund Account #441-6020-533-6320.

JTM/mg

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2015-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THAT THE CITY COMMISSION AWARDS BID NO. 15-03B TO TLC DIVERSIFIED INC., AND AUTHORIZES THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF TAMARAC AND TLC DIVERSIFIED INC., FOR AN AMOUNT OF \$311,495 FOR THE FILTER MEDIA REPLACEMENT - PACKAGE FILTERS 1 AND 2 PROJECT LOCATED AT THE TAMARAC UTILITIES WATER TREATMENT PLANT SITE; A CONTINGENCY IN THE AMOUNT OF \$50,000 WILL BE ADDED TO THE PROJECT ACCOUNT FOR A TOTAL AMOUNT OF \$361,495; APPROVING FUNDING FOR THIS PROJECT FROM THE APPROPRIATE UTILITIES OPERATIONAL ACCOUNTS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ADMINISTER THE CONTRACT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Services Department Utilities Division of the City of Tamarac is responsible for the operation and maintenance of the water and wastewater utilities which requires the treatment and distribution of potable water in a safe, efficient and economical manner; and

WHEREAS, to maintain the City's water consumption demands and to eliminate potential health hazards in the event of additional filter system disruptions at the Utilities Water Treatment Plant, the Filter Media Replacement - Package Filters 1 and 2 Project (hereinafter "Filters 1 and 2") is critical; and

WHEREAS, \$300,000 was budgeted as a Capital Improvement Project in FY 2017 to replace the filter media after an expected service life of 10 years; however, the failure of the support media in Filter #2 has rendered the filter unusable and shortened the service life from 10 years to 7 years; and

WHEREAS, the replacement of the media in Filters 1 and 2 is necessary to maintain maximum water production capabilities, ensure efficient treatment plant operations and to maintain compliance with water quality standards; and

WHEREAS, the City of Tamarac publicly advertised Bid No. 15-03B for the Filter Media Replacement - Package Filters 1 and 2 Project in the Sun-Sentinel on November 30, 2014 and December 7, 2014 (incorporated by reference and on file in the office of the City Clerk); and

WHEREAS, the City solicited competitive bids and on January 8, 2015, received, opened and reviewed four (4) bids as follows:

COMPANY NAME	TOTAL BID \$
TLC Diversified, Inc.	\$311,495
R.J. Sullivan Corporation	\$315,000
Close Construction, LLC	\$319,010
Florida Design Contractors, Inc.	\$390,000

; and

WHEREAS, TLC Diversified, Inc., was deemed the most responsive and responsible bidder (a copy of said bid is attached hereto as "Exhibit A"); and

WHEREAS, funding for this project in the amount \$361,495 is available from Utilities Operational accounts; and

WHEREAS, it is the recommendation of the Director of Public Services and Purchasing and Contracts Manager that the appropriate City Officials award Bid No. 15-03B, Filter Media Replacement - Package Filters 1 and 2 Project to, and execute an agreement with TLC Diversified, Inc., for a contract cost of \$311,495, and a contingency in the amount of \$50,000 will be added to the Project Account, for a total project budget of \$361,495 for this Filter Media Replacement - Package Filters 1 and 2 Project; and

WHEREAS, the contingency amount of \$50,000 is greater than the normal 10% to cover unforeseen costs for major steel repairs not currently visible below the filter media surface; 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 to approve the award of Bid No. 15-03B, Filter Media Replacement - Package Filters 1 and 2 Project and to execute an agreement with TLC Diversified, Inc., for a contract cost of \$311,495, and a contingency in the amount of \$50,000 will be added to the project account, for a total project budget of \$361,495.

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. The exhibits attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The award of Bid No. 15-03B, Filter Media Replacement - Package Filters 1 and 2 Project to TLC Diversified, Inc., is hereby authorized.

SECTION 3: The appropriate City Officials are hereby authorized to execute an agreement between the City of Tamarac and TLC Diversified, Inc., (a copy of which is attached hereto as "Exhibit B") as part of said award.

SECTION 4: An expenditure for a contract cost of \$311,495 and a contingency in the amount of \$50,000 for a total project budget of \$361,495 is approved to be funded from the appropriate 2015 Utilities Operational accounts.

SECTION 5: The City Manager, or his designee, is hereby authorized to approve and initiate Change Orders in amounts not to exceed \$65,000 per Section 6-147 of the City Code, and close the contract award, which includes, but is not limited to, making final payment and releasing bonds per Section 6-149 of the City Code, when the work has been successfully completed within the terms, conditions and pricing of the agreement.

SECTION 6: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: 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 8: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____,
2015.

ATTEST:

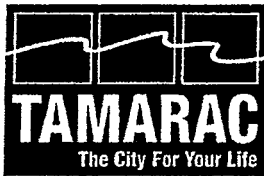
HARRY DRESSLER
MAYOR

PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

JTM/mg



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

INVITATION FOR BID

Bidder Acknowledgement

BID NO.: 15-03B

BID TITLE: FILTER MEDIA REPLACEMENT- PACKAGE FILTERS 1 & 2

BID OPENING DATE/TIME: JANUARY 8, 2015 AT 2:00 PM, LOCAL TIME

BUYER NAME: JIM NICOTRA, SENIOR PROCUREMENT SPECIALIST

BUYER PHONE: 954-597-3570

BUYER EMAIL: jimn@tamarac.org

PRE-BID MEETING/SITE INSPECTION: THURSDAY, DECEMBER 18, 2014 - 10:30AM - RM 105

BONDING: 5% Bid Bond, 100% Payment/Performance Bond Bid Cost: \$25.00 (CD)

GENERAL CONDITIONS

These instructions are standard for all bids for commodities/services issued by the City of Tamarac. The City of Tamarac may delete, supersede or modify any of these standard instructions for a particular bid by indicating such change in the Instructions to Bidders, Special Conditions or Special Provisions. Any and all Special Conditions, Special Provisions, Bid Specifications or applicable requirements that may vary from these general conditions shall prevail over any conflicting provision within any vendor's standard terms & conditions regardless of language in vendor's document to the contrary. Whereas conflict may exist within this entire Bid document, the more strict provision shall apply.

SEALED BIDS

This form should be submitted with all Bid Forms in a sealed envelope. The face of the envelope shall contain the above address, the Bid number and the Bid title. Bids not submitted on the attached Bid Form may be deemed non-responsive. All Bids are subject to the terms and conditions specified herein. Those bids that do not comply with these conditions may be deemed non-responsive.

BIDDER COMPANY NAME: TLC Diversified, Inc.

COMPANY ADDRESS: 2719 17th Street East, Palmetto, FL 34221

COMPANY PHONE: 561-478-2025

NAME OF AUTHORIZED AGENT: Thurston Lamberson

TITLE OF AUTHORIZED AGENT: President

AUTHORIZED AGENT EMAIL ADDRESS: tlamberson@tlcdiversified.com

BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: 59-2513308

I certify that this Bid Acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities and/or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid as an agent for the Bidder.



COMPANY NAME: (Please Print): TLC Diversified, Inc.

Phone: 561-478-2025

Fax: 561-478-7159

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

1. ☒ Carefully read the General Terms & Conditions, Special Conditions and Special Provisions.
2. ☒ Properly fill out the **Bid Forms and the Schedule of Bid Prices**.
3. ☒ Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
4. ☒ Sign the **Certification** page. **Failure to do so may result in your Bid being deemed non-responsive.**
5. ☒ Fill out the **Bidder's Qualification Statement**.
6. ☒ Fill out the **References** page.
7. ☒ Sign the **Vendor Drug Free Workplace Form**.
8. ☒ Fill out the **List of Subcontractors**.
9. ☒ **Include a 5% Bid Guaranty. Failure to provide the stipulated bond or guaranty will result in automatic rejection of your bid.** Payment and Performance Bonds will be required and **must** be submitted on the City's forms, included herein.
10. ☒ Fill out and sign the **Certified Resolution**.
11. ☒ **Include proof of insurance.**
12. ☒ **Include copy of State Certified or County Competency License(s)**
13. ☒ **Trench Safety Form**

Submit ONE (1) Original AND TWO (2) Photocopies of your bid, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.

Make sure your Bid is submitted PRIOR to the deadline.

Late Bids will not be accepted.

Failure to provide the requested attachments may result in your bid being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.



**BID FORM
NO. 15-03B**

FILTER MEDIA REPLACEMENT- PACKAGE FILTERS 1 & 2

The City of Tamarac is hereby requesting Bids from qualified contractors for work which consists of the Contractor furnishing all labor, materials, tools, and equipment necessary, as indicated in the specifications herein and generally to include removal and disposal of existing filter media, removal and installation of new underdrain supports, internal and external surfaces abrasive blast cleaned in accordance with an SSPC SP7 Brush Clean Method and all areas of exposed steel or compromised paint will be blast cleaned in accordance with SSPC SP 10 near-white method and painted according to the specifications along with installation of new filter media in package filters 1 & 2. Disinfect the filters and place the filters in service. Construction also includes all appurtenances and other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

To be eligible for award of this project, the Contractor must possess at time of bid opening, one of the following State Certified and/or County Competency licenses or any license that can meet, exceed and legally perform the scope of work as determined by state or county licensing agency

State: Certified General Contractor, defined by F.S. 489.105 3a with at least five (5) years of verifiable full-time experience with a minimum of two (2) projects of similar size & scope in the past (7) years.

County: Broward County Competency Engineering Contractor Class "A" license with five (5) years of verifiable full-time experience with a minimum of two (2) projects of similar size & scope in the past (7) years.

Occupational license must be in effect as required by Florida Statute §205.065.

We propose to furnish the following items in conformity with the specifications and at the indicated bid prices. The bid prices quoted have been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents.

In the event of obvious mathematical errors, the Bidder recognizes that these are clerical in nature and may be corrected by City.

For each bid item, Bidder agrees to furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. A more detailed description of the Pay Items is located in Section 1B, of the Technical Specifications. It is the intent of the City to award this bid based on the Total Base Bid for all bid items. In the event of latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

**BID SCHEDULE**

BID No. 15-03B

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	TOTAL PRICE (in words)	EXTENDED TOTAL PRICE
1*	Site Mobilization/Demobilization	LS	1	<u>TWENTY TWO THOUSAND</u> <u>FOUR HUNDRED EIGHTY FIVE</u> Dollars <u>No Cents</u> Cents	\$ <u>22,485⁰⁰</u>
2	Package Filter # 1 Filter Media Removal	LS	1	<u>TWENTY TWO THOUSAND</u> Dollars <u>No Cents</u> Cents	\$ <u>22,000⁰⁰</u>
3	Package Filter #1 Surface Prep/Internal and External Coating/Metal Repairs	LS	1	<u>FIFTEEN THOUSAND FIVE</u> <u>HUNDRED</u> Dollars <u>No Cents</u> Cents	\$ <u>15,500⁰⁰</u>
4	Package Filter # 1 Filter Media Replacement New Underdrain Supports	LS	1	<u>NINETEEN THOUSAND</u> Dollars <u>No Cents</u> Cents	\$ <u>9,000⁰⁰</u>
5	Package Filter #1 Filter Media Replacement INFILCO Rep. On-Site	LS	1	<u>TWELVE THOUSAND</u> Dollars <u>No Cents</u> Cents	\$ <u>12,000⁰⁰</u>
6	Package Filter #2 Filter Media Removal	LS	1	<u>TWENTY TWO THOUSAND</u> Dollars <u>No Cents</u> Cents	\$ <u>22,000⁰⁰</u>
7	Package Filter #2 Surface Prep/ Internal and External Coating/Metal Repairs	LS	1	<u>FIFTEEN THOUSAND</u> <u>FIVE HUNDRED</u> Dollars <u>No Cents</u> Cents	\$ <u>15,500⁰⁰</u>



8	Package Filter # 2 Filter Media Replacement New Underdrain Supports	LS	1	<u>NINETY FIVE THOUSAND</u> Dollars <u>No Cents</u> Cents	\$ <u>95,000.00</u>
9	Package Filter #2 Filter Media Replacement INFILCO Rep. On-Site	LS	1	<u>TWELVE THOUSAND</u> Dollars <u>No Cents</u> Cents	\$ <u>12,000.00</u>
10	Indemnification	LS	1	<u>Ten Dollars</u> <u>No Cents</u>	\$ <u>10.00</u>

* There is a 5% cap for Bid Item 1 (refer to Section 1B). Any amount above 5%, for Bid Item 1 shall be added to Bid Item 2, as not to change the bidder's total bid price.

TOTAL BASE BID ITEMS 1 through 10
(IN NUMBERS)

\$ 311,495.00 / m

TOTAL BASE BID ITEMS 1 through 10
(IN WORDS)

THREE HUNDRED ELEVEN THOUSAND
FOUR HUNDRED NINETY FIVE
Dollars
-----No Cents-----
Cents

TLC Diversified, Inc.

NAME OF COMPANY



BID FORM
(continued)
BID NO. 15-03B

FILTER MEDIA REPLACEMENT - PACKAGE FILTERS 1 & 2

Submitted by: TLC Diversified, Inc.

Date January 8, 2015


THIS BID IS SUBMITTED TO:

City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
2. This bid will remain subject to acceptance for ninety (90) days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) days prior to the date of the City's Award.
 - a. Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - b. Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Bidder.
 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.
3. Bidder will complete the Work for the prices shown in the "Bid Form".
4. Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.

**BID FORM**
(continued)**BID NO. 15-03B****FILTER MEDIA REPLACEMENT- PACKAGE FILTERS 1&2**

The City reserves the right to reject any bid, if it deems that a vendor has deliberately provided erroneous information. The undersigned declare to have specific and legal authorization to obligate their firm to the terms of this bid, and further, that they have examined the Invitation to Bid, the instructions to Bidders, the Specifications, and other documents included in this bid request, and hereby promises and agrees that, if this bid is accepted, they will faithfully fulfill the terms of this bid together with all guarantees and warranties thereto. The undersigned bidding firm further certifies the product and/or equipment meets or exceeds the specification as stated in the bid package; and also agrees that products and/or equipment to be delivered which fail to meet bid specifications will be rejected by the City within thirty (30) days of delivery. Return of rejection will be at the expense of the bidder.



Authorized Signature_____
Thurston Lamberson
Typed/Printed Name_____
561-478-2025
Telephone_____
561-478-7159
Fax_____
tlamberson@tlcdiversified.com
Email address for above signer (if any)_____
TLC Diversified, Inc.
Company Name_____
2719 17th Street East
Address_____
Palmetto, FL 34221
City, State, ZIP_____
59-2513308
Federal Tax ID Number_____
CGC041816
Contractor's License Number

**BID FORM**
(continued)

BID NO. 15-03B

FILTER MEDIA REPLACEMENT- PACKAGE FILTERS 1 & 2Bidder's Name: TLC Diversified, Inc.**TERMS:** 0 % (percent discount, if any, if payment made within ----- DAYS; otherwise, terms are NET 30 days.Delivery/ Final Completion: 75 calendar days after receipt of Notice to Proceed however, shall not exceed (60) calendar days for Substantial Completion.

To be considered eligible for award, **one (1) original and two (2) copies of this bid form should** be submitted with the Bid. One original bid **must** be submitted at time of bid opening. Copies **must** be provided within 3 business days of City's request.

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder, as evidenced by completion of the Certified Resolution form contained herein (or acceptable Corporate Resolution) may be deemed non-responsive and ineligible for award.

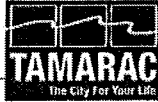
***** **IMPORTANT NOTE** *****

Payments by Electronic Funds Transfer: Effective October 1, 2013, ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued after that date. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.

N/A

**NON-COLLUSIVE AFFIDAVIT**State of Florida)

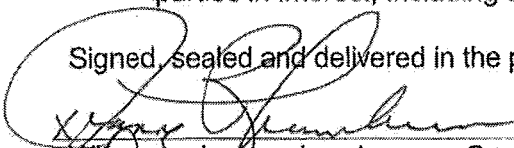
)ss.

County of Palm Beach)

Thurston Lamberson being first duly sworn, deposes and says that:

1. He/she is the President, (Owner, Partner, Officer, Representative or Agent) of TLC Diversified, Inc., the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:


Witness Joanne Lamberson, Secretary
Witness Darlene CharlesBy Thurston Lamberson

Printed Name

President

Title

**ACKNOWLEDGMENT****NON-COLLUSIVE AFFIDAVIT**

State of Florida

County of Palm Beach

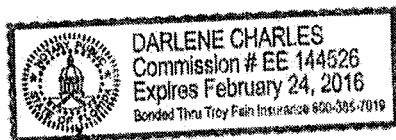
On this the 8th day of January, 2015, before me, the undersigned Notary Public of the State of Florida, personally appeared

Thurston Lamberson and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:



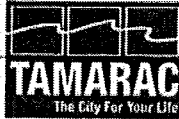
Darlene Charles
NOTARY PUBLIC, STATE OF FLORIDA

Darlene Charles
(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☒ Personally known to me, or
☐ Produced identification:

—
(Type of Identification Produced)

☐ DID take an oath, or ☒ DID NOT take an oath

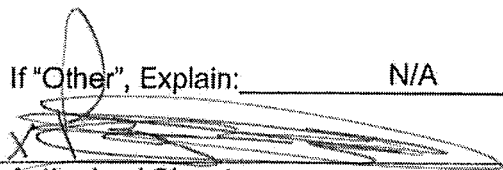
**CERTIFICATION****THIS DOCUMENT MUST BE SUBMITTED WITH THE BID**

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation To Bid.

Indicate which type of organization below:

INDIVIDUAL ☐PARTNERSHIP ☐CORPORATION ☒ OTHER ☐

If "Other", Explain: N/A

X 
Authorized Signature

Thurston Lamberson

Typed/Printed Name

561-478-2025

Telephone

561-478-7159

Fax

TLC Diversified, Inc.

Company Name

2719 17th Street East

Address

Palmetto, FL 34221

City, State, ZIP

59-2513308

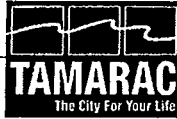
Federal Tax ID Number

tlamberson@tlcdiversified.com

Email address for above signer (if any)

CGC041816

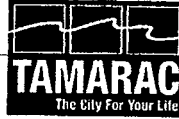
Contractor's License Number

**BIDDER'S QUALIFICATION****STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

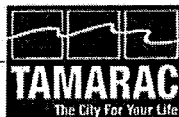
Name of Company TLC Diversified, Inc.
 Address 2719 17th Street East
 City State Zip Palmetto, FL 34221
 Telephone 561-478-2025
 Fax Number 561-478-7159

1. How many years has your organization been in business under its present name?
29 Years
2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: N/A
3. Under what former name(s) has your business operated?
None
 List former address(es) of that business (if any).
None
4. Are you Certified? Yes ☒ No ☐ If Yes, attach copy of Certification
5. Are you Licensed? Yes ☒ No ☐ If Yes, attach copy of License
6. Has your company ever declared bankruptcy? Yes ☐ No ☒
 If Yes, explain: N/A
7. Are you a Sales Representative ☐ Distributor ☐ Broker ☐ or Manufacturer ☐
 of the commodities/services bid upon? No - General Contractor
8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes ☒ No ☐ If yes, explain (date, service/project, bid title etc.) ***See Attached Report for Complete List****
City of Tamarac Greenleaf & Filters 1 & 2 Media Replacement - Completed 2007
City of Tamarac Package Filters 5 & 6 Media Replacement - Completed 2009
9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes ☐ No ☒ If yes, explain: N/A
10. Have you ever been debarred or suspended from doing business with any governmental entity? Yes ☐ No ☒ If yes, explain: N/A

**REFERENCES**

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name	TLC Diversified, Inc.
Address	2719 17th Street East
City State Zip	Palmetto, FL 34221
Phone/Fax	561-478-2025/561-478-7159
Agency/Firm Name:	Seacoast Utility Authority
Address	4200 Hood Road
City State Zip	Palm Beach Gardens, FL 33410
Phone/Fax	561-627-2900/561-624-2839
Contact Name	Rim Bishop
Agency/Firm Name:	Martin County Utilities
Address	2378 SE Ocean Blvd.
City State Zip	Stuart, FL 34996
Phone/Fax	772-223-7943/772-221-1447
Contact Name	Ted Robbins
Agency/Firm Name:	Town of Palm Beach
Address	951 Old Okeechobee Road
City State Zip	West Palm Beach, FL 33401
Phone/Fax	561-227-7024/954-410-5665
Contact Name	Jeff Sanon
Agency/Firm Name:	City of Clearwater
Address	100 South Myrtle Avenue, Room 200
City State Zip	Clearwater, FL 33756
Phone/Fax	727-562-4960 (Ext 7221)/727-562-4755
Contact Name	Nan Bennett
Agency/Firm Name:	Manatee County Utilities Department
Address	4422 66th Street West, Bldg. A
City State Zip	Bradenton, FL 34210
Phone/Fax	941-792-8811/941-795-3442
Contact Name	Tim Hochuli



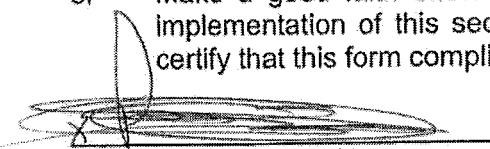
VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

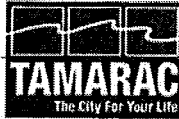


Authorized Signature

Thurston Lamberson, President

TLC Diversified, Inc.
Company Name

[illegible]



CERTIFIED RESOLUTION


I, Joanne Lamberson (Name), the duly elected Secretary of TLC Diversified, Inc. (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Thurston Lamberson (Name)", the duly elected President (Title of Officer) of TLC Diversified, Inc. (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

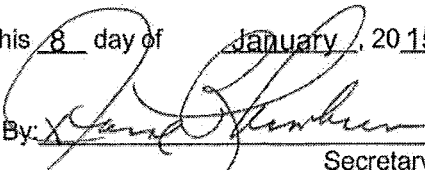
I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
<u>Thurston Lamberson</u>	<u>President</u>	
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this 8 day of January, 2015

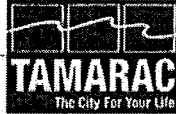
(SEAL)

By:  Secretary

Joanne Lamberson, Secretary
Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

**TRENCH SAFETY FORM**

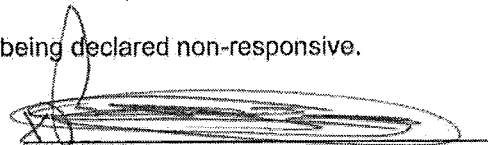
Bidder acknowledges that included in the appropriate bid items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs of such compliance to be summarized below:

TRENCH SAFETY MEASURE (Description)	UNITS OF MEASURE (LF/SF)	UNIT (Qty)	UNIT_COST	EXTENDED COST
A. Slope	LF	- 0 -	\$ 10.00	\$ - 0 -
B.			\$	\$
C.			\$	\$
D.			\$	\$
TOTAL	\$ N/A			

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Subarticle 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the bid being declared non-responsive.

DATE: January 8, 2014


(Signature)

Thurston Lamberson, President

ACKNOWLEDGEMENT

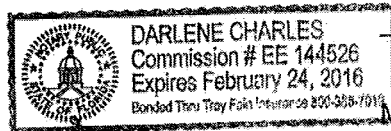
STATE OF: Florida

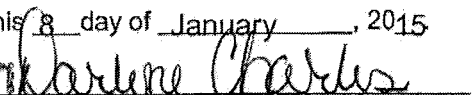
COUNTY OF: Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Thurston Lamberson, who, after first being duly sworn by me,
(Name of individual Signing)

affixed his/her signature in the space provided above on this 8 day of January, 2015




NOTARY PUBLIC

My Commission Expires: _____

Executed in 1 Counterpart

City of Tamarac



Purchasing & Contracts Division

BID BOND

STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

KNOW ALL MEN BY THESE PRESENTS, that we, TLC Diversified, Inc.
as Principal, and Westfield Insurance Company
as Surety, are held and firmly bound unto the City of Tamarac, a municipal corporation of
the State of Florida in the penal sum of:

5% of Bid Amount Dollars (\$ 5% of Bid Amt) lawful money on the
United States, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators and successors jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has
submitted the accompanying Bid, dated January 8, 2015,

for:

Filter Media Replacement - Package Filters 1 & 2

Bid No. 15-03B

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to
said City the appropriate Contract Documents, and shall in all respects fulfill all
terms and conditions attributable to the acceptance of said Bid, then this obligation
shall be void; otherwise, it shall remain in force and effect, it being expressly
understood and agreed that the liability of the Surety for any and all claims
hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and
its bond shall be in no way impaired or affected by any extension of time within which said
CITY may accept such Bid; and said Surety does hereby waive notice of any extension.

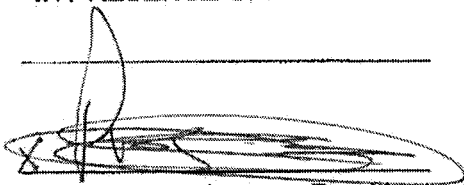


ACKNOWLEDGEMENT

BID BOND

Signed and sealed this 8th day of January, 2015

IN PRESENCE OF:


Thurston Lamberson, President

(AFFIX SEAL)

TLC Diversified, Inc.

Principal

2719 17th Street East

Business Address

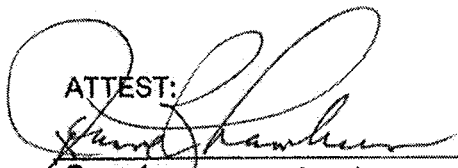
Palmetto, FL 34221

City/State/Zip

561-478-2025

Business Phone


ATTEST:

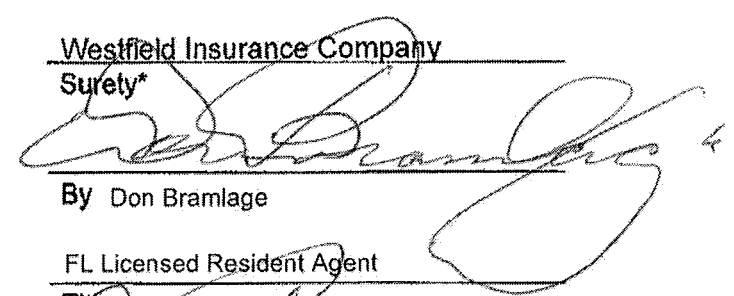

Secretary Joanne Lamberson

Westfield Insurance Company

Surety*

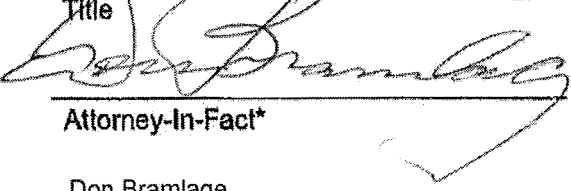
ATTEST:


Secretary Susan L. Reich


By Don Bramlage

FL Licensed Resident Agent

Title


Attorney-In-Fact*

Don Bramlage

By

*Impress Corporate Seal

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0990992 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DON BRAMLAGE, JEFFREY W. REICH, LESLIE M. DONAHUE, SUSAN L. REICH, PATRICIA L. SLAUGHTER, GLORIA A. RICHARDS, TERESA L. DURHAM, CHERYL FOLEY, LISA ROSELAND, JOINTLY OR SEVERALLY

of MAITLAND and State of FL Its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 21st day of MARCH A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 8th day of January A.D., 2015



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

TLC Diversified, Inc. - Closed Jobs Past Seven Years

Year Complete	Project Name	Owner	Contact	Phone	Contract Amount
2014	30" Emergency Pipe Break Repair	Manatee County Utilities	Timothy Hochuli	9417928811	35875
2014	LS 76 & Parkway WRF In-Plant LS Wet Wells	Tohopekaliga Water Authority	Edwin Matos	4079445180	225206
2014	WTP NaOCl Storage Tank Replacement	Village of Tequesta	Roy Fallon	5615756234	177600
2014	Perry Avenue Pump Station Rehabilitation	City of Tampa	Rick Morriss	8136303912	360224
2014	Lift Station 33 & 42 Improvements	City of Clearwater	Tom Robertson	7275624749	986342
2014	Pump Station A-7 In-Line Booster Station	Town of Palm Beach	Jeff Sanon	5612277024	1762112
2014	Lift Station 2/2A Rehab	City of Clearwater	Tom Robertson	7275624749	329280
2014	Heathrow Master Pump Station Improves	Seminole County Utilities	James Monahan	4076652021	948000
2014	Jupiter Farms Shopping Ctr WW Upgrades	Jupiter Farms Ctr POA	Glen Alexander	5614715353	214175
2014	Marshall St. Salsnes Filters Project	City of Clearwater	Tara Kivett	7275624758	1691052
2014	Replacement of SA Production Wells Ph II	Seacoast Utility Authority	Jim Lance	5616272900	1396839
2013	RCES Epcot Energy Plant Valve Replacement	Walt Disney World	Robert McCormack	4079347270	93332
2013	Ocean Outfall Junction Box Rehab	Town of Palm Beach	Jeff Sanon	5612277024	82616
2013	Lift Station 32 Improvements	City of Clearwater	Tom Robertson	7275624749	144000
2013	Lift Station E-6 Upgrades	Town of Palm Beach	Michael Roach	5618385440	29700
2013	NW Regional WRF Aluminum Tank Covers	Hillsborough County Water Dept	Albert Martini	8132725977	732004
2013	WRF Odor Control Project	Englewood Water District	Jay D. Linden	9416974004	632626
2013	Expansion Joint Replacement Project	Manatee County Utilities	Timothy Hochuli	9417928811	19000
2013	SJCU Lift Station Rehab - Group 2	Gruhn May, Inc.	G. Gruhn	9042629544	86348
2013	Pump Station #1 Disinfection Improvements	Sarasota County Government	Peter Boers	9418615266	200094
2013	Lift Stations 29, 65 & 78 Improvements	City of Orlando	Ron Proulx	4072463313	800759
2013	Emergency Pump LS 12D	Manatee County Utilities	Sherri Robinson	9417081450	75112
2013	Andros Ave. Pump Station Rehab	City of Tampa	Rick Morriss	8136303912	189221
2013	International Drive Pump Station 3370 Rehab	Orange County Utilities	Alan Gay	4072549724	1029000
2013	Lift Station 2010 Rehabilitation	Tohopekaliga Water Authority	Annie Geary	4079445000	1180024
2013	Sodium Hypochlorite Expansion	City of St. Augustine	Bill Mendez	9048251040	287000
2013	River Oaks AWTP Sodium Alum & Bisulfite Sys	Hillsborough County Water Dept	Albert Martini	8132725977	829247
2013	Lift Station Improvements - Group III	St. Johns County	Jim Overton	9042092614	619022
2013	J Avenue Chlorine System Improvements	City of Cedar Rapids Utilities	Sue Jennings	3192865455	458248
2013	Replacement of 4 Production Wells	Seacoast Utility Authority	Jim Lance	5616272900	1171187
2013	Lockheed Martin Remediation WTP Design/Bld	AECOM	Mike Sutton	8642348911	1943058
2013	SSNOCWTA Annual Contract for LSs II	SSNOCWTA	Stephen F. Miller	4076283419	556323
2012	St. Johns County Pope Rd. WTP Demolition	St. Johns County	Berry Stewart	9042092645	55940
2012	Emergency Repair of Auto Backwash Filts Ph II	Manatee County Utilities	Tom Birk	9417928811	195600
2012	Master Lift Station Bypassing Mods	Loxahatchee River District	George DeCarlos	5617475709	71419
2012	Lift Station Repairs	Belle Glade Housing Authority	Alan Sullivan	5619962140	240697
2012	Charleston Lift Station Pipe Replacement	City of Fort Meade	Frank Curlee	8632851100	10530
2012	Emergency Repair of Auto-Backwash Filters	Manatee County Utilities	Tom Birk	9417928811	452700

TLC Diversified, Inc. - Closed Jobs Past Seven Years

Year Complete	Project Name	Owner	Contact	Phone	Contract Amount
2012	Lift Station 1 Repair	City of Lauderhill	Indar Maharaj	9547304225	68855
2012	Master Lift Station 5 Upgrades	Manatee County Utilities	Timothy Hochuli	9417928811	111468
2012	Annual Agreement for W & WWTP Construction 07	Martin County Utilities	Ted Robbins	7722211442	1855327
2012	Tampa Branch Ave. Pump Station	City of Tampa	Eric A. Weiss, P.E.	8132748039	223850
2012	Belle Glade Lift Station 7 Rehab	Palm Beach County Utilities	Michael K. Gleman	5614936144	246383
2012	Master Pump Station Rehab	City of Treasure Island	Reid Silverboard	7275474575	1336471
2012	43rd Street Odor Control	City of Tampa	Eric A. Weiss, P.E.	8132748039	266000
2012	Rehab Wet Well at Lift Station 4	City of St. Pete Beach	Rene Cooper	7273639254	181826
2012	Lift Station Improvements - Group I	St. Johns County	Jim Overton	9042092614	1035260
2012	Cherry Road Lift station 6066 Rehab	Palm Beach County Utilities	Stephen McGrew	5614936110	125474
2012	In-Town Lift Station, Grit Removal, Clarifier	Town of Halan, Iowa	Susan Lambert	7127555137	1295848
2012	WTP & WWTP Improvements	Town of Zolfo Springs	Linda Roberson	8637350405	650736
2012	Lift Stations 16 & 31 Replacement	City of Lauderhill	Indar Maharaj	9547304225	596751
2012	Odor Control for Lift Stations for Sarasota	Seimens Industry, Inc.	Clint Sibille	8505040344	229108
2012	Annual Lift Station Rehab Piggyback	City of Sarasota	John Chapman	9413652200	507317
2012	Water Treatment Plant Improvements	Montezuma Water Dept.	Bill Moore	6416235675	2113031
2012	Lift Stations 26 & 74 Rehabilitation	City of Clearwater	Robert Maue	7275624827	226528
2012	East APAC Fermentation Tanks	City of Clearwater	Tom Robertson	7275624749	1554526
2012	Bonnet Creek Lift Station LS-2	BCRC Development District	Dan Paris		369995
2012	Annual Lift Station Rehabilitation Contract	Manatee County Utilities	Jeff Streitmatter	9417087450	129174
2011	Production Well 11	City of West Palm Beach	Lois Adler	5618222200	160364
2011	South Cross Bayou Chlorine Sys Upgrade	Pinellas County Utilities	Wayne Koch, P.E.	7274643588	296590
2011	Gravity Sewer Emergency Repair	Town of Longboat Key	Juan J. Florensa	9413161988	74898
2011	WWT Facility Surge Tank	Harbor Ridge POA	Russel Reed	7728736048	389285
2011	Group 1 Lift Station Rehab - 2011	Manatee County Utilities	Timothy Hochuli	9417928811	236778
2011	Special Bypass Set-up	Fontaine Industries, LTD			6225
2011	WTP Filter Valve Replacement	Town of Manalapan	Greg Dunham	5615859477	73887
2011	Lift Station F Replacement	Town of Longboat Key	Juan J. Florensa	9413161988	281946
2011	City of Clearwater Annual LS Contract II	City of Clearwater	Robert Maue	7275624827	95601
2011	Lift Stations 26 & 86 Rehabilitation	Loxahatchee River District	George DeCarlos	5617475709	59522
2011	Lift Station 7 Replacement	City of St. Cloud	Kelly Meritt	4079577192	215017
2011	Rehabilitation of Lift Station 2E	Town of Longboat Key	Juan J. Florensa	9413161988	141698
2011	Cardno TBE Force Main Evaluation	Cardno/TBE	Don McCullers	7275313505	166740
2011	Siesta Key AWWTP Improvements	Sarasota County Government	Gene Allen	9412325261	509252
2011	Garden Lakes Lift Station Rehab	Garden Lakes Estates HOA	Ed Rappaport	9417279130	80964
2011	Lakeshore Pumping Station	City of Tampa	Eric A. Weiss, P.E.	8132748039	256949
2011	WTP #1 Filter Improvements	City of Ocala	Edward Earnest, P.	3523516688	641567
2011	Well No. 5 Installation	City of Lake Worth	Walt Smyser	5615861671	446728

TLC Diversified, Inc. - Closed Jobs Past Seven Years

Year Complete	Project Name	Owner	Contact	Phone	Contract Amount
2011	Elevated Tank Drain Valve Replacement	Manatee County Utilities	Timothy Hochuli	9417928811	20399
2011	Water Treatment Plant Improvements	Fla Dept of Corrections	Scott Palmore	9412045059	88850
2011	Master Pump Station SB Rehab	City of Temple Terrace	Mike Darrow	8135066592	748000
2011	NWWRF Reject Water Disposal System	City of St. Petersburg	Michael Ryle	7278937400	479614
2011	T.B. Williams WTP Filter Improvements	City of Lakeland Water Util	Tom Mattiacci	8638348316	399251
2011	Lift Station D Replacement	Town of Longboat Key	Juan J. Florensa	9413161988	1364729
2011	Marshal & East APCF Chlorine Gas Conversion	City of Clearwater	Robert Maue	7275624827	665259
2011	Pump Station #5 Improvements	Sarasota County Government	Gene Allen	9412325261	620055
2011	Lithia WTP Conversion to Sodium Hypochlorite	Hillsborough County Water Dept	Chuck Hammett	8132725977	361762
2011	Manhole Lift Stations Rehab Annual Contract	Town of Longboat Key	Juan J. Florensa	9413161988	213101
2011	WORCS Annual Contract for Plant Repairs	Hillsborough County Water Dept	Gita Taef Iranipour	8132725977	1507456
2011	Annual Agreement for W & WWTP Construction 07	Martin County Utilities	Ted Robbins	7722211442	1438709
2010	Sluice Gate Installation	Manatee County Utilities	Jeff Streitmatter	9417087450	40971
2010	Water Main Installation (Part I)	Town of Highland Beach	Jack Lee	5612784548	12800
2010	Rehab of Fowler Ave. Pump Station	City of Tampa	John Hastings	8132999049	78585
2010	Colony Cove & Pleasant Lake LS	Manatee County Utilities	Timothy Hochuli	9417928811	113644
2010	Largo Rail Replacement	Moss Kelly, Inc.	Brian Schutte	4078050063	40135
2010	Indiantown Road Master Lift Station	Loxahatchee River District	George DeCarlos	5617475709	112330
2010	LWR Riverwalk Lift Station Rehab	Manatee County Utilities	Timothy Hochuli	9417928811	78648
2010	Lift Station 38A Rehabilitation	Manatee County Utilities	Timothy Hochuli	9417928811	69800
2010	Dale Mabry AWTP Grit Chamber Rehabilitation	Hillsborough County Water Dept	Chuck Hammett	8132725977	236494
2010	Lift Station 41 Replacement	City of Clearwater	Robert Maue	7275624827	218409
2010	Whitfield Park Lift Station Rehabilitation	Manatee County Utilities	Timothy Hochuli	9417928811	75407
2010	Lift Station 39A Rehabilitation	Manatee County Utilities	Timothy Hochuli	9417928811	109734
2010	Slurry Pump Replacement	Manatee County Utilities	Timothy Hochuli	9417928811	56773
2010	Lift Station #7 Modifications	City of Sarasota	Timothy Hochuli	9417928811	17000
2010	University Commons Water Main Extension	Manatee County Utilities	Timothy Hochuli	9417928811	97586
2010	Raw Water Well #11 & #12	Town of Lantana	Jerry Darr	5615405758	337273
2010	Elwood Park WBPS Check Valve Replacement	Manatee County Utilities	Timothy Hochuli	9417928811	27134
2010	Lift Station 30-AA Rehab	Manatee County Utilities	Timothy Hochuli	9417928811	99888
2010	Turnpike WRF Part B; Headworks LS	City of Leesburg	Terry Pollard	3527289880	1448044
2010	Little Manatee River State Park WTP Upgrades	FDEP Parks & Rec	Fred Hand	8504885372	158934
2010	Lift Station 61/Pasadena Master Rehab	City of St. Petersburg	Michael Ryle	7278937400	667307
2010	Pump Station 14, 21 and 36 Rehabilitation	City of Tamarac	James T. Moore	9545973758	240698
2010	Sabal Palms Lift Station Rehab	Manatee County Utilities	Timothy Hochuli	9417928811	93900
2010	Missionary Village Lift Station Rehab	Manatee County Utilities	Timothy Hochuli	9417928811	82753
2010	Palma Sola Lift Station 10-D	Manatee County Utilities	Timothy Hochuli	9417928811	89328
2010	Eastport Headworks Structure Renovation	Charlotte County Utilities	Isabelle Charneau	9417644510	916818

TLC Diversified, Inc. - Closed Jobs Past Seven Years

Year Complete	Project Name	Owner	Contact	Phone	Contract Amount
2010	EL Conquistador #1 Lift Station Rehab	Manatee County Utilities	Timothy Hochuli	9417928811	100758
2010	Private Lift Station w/ connection to PBCWUD	Lion Country Safari, Inc.	Harold Kramer	5617931084	343315
2010	San Carlos Pump Station WW Rehabilitation	City of Tampa	Rick Morris	8136303912	299055
2010	Hansen Bayou Utility Bridge Improvements	Sarasota County Government	Jeff Weber	9416408284	114117
2010	Meadowood Master Pump Station Rehab	Sarasota County Government	Anthony Bell	9416500874	315212
2010	Venice Gardens WRF Treatment Plant Mods	Sarasota County Government	John Saputo, IV	9416500022	376487
2010	42nd Street Pump Station Replacement	City of Tampa	Rick Morris	8136303912	574735
2010	Basins A & B High Service Pumps Rehab	Manatee County Utilities	Timothy Hochuli	9417928811	185672
2010	Rye Road School Emergency Generator	Manatee County Utilities	Timothy Hochuli	9417928811	73740
2010	Modifications to Ground Storage Tank	Town of Manalapan	Greg Dunham	5615859477	37921
2010	South Cross Bayou WWTP Upgrades Ph I	Pinellas County Utilities	Wayne Koch, P.E.	7274643588	729706
2010	Wastewater Lift Stations Rehabilitation Ph II	Palm Beach County Utilities	Stephen McGrew	5614936110	1273705
2010	WWTP Odor Control Facilities	St. Lucie West Services Dist.	Dennis Pickle	7723400220	168686
2010	South Key Pump Station Mods	Town of Longboat Key	Juan J. Florensa	9413161988	2058268
2010	WW Reclamation Fac. Clarifier Rebuild Ph II	City of Largo	Joseph Carlini	7274390021	1110058
2010	AWTF Improvements - Centrifuge Replacement	City of Sarasota	Javier Vargas	9413652200	1733302
2010	Boca Raton Seminole Annual Lift Station Rehab	City of Boca Raton	Todd Kiernan	5613387315	1273692
2010	Seminole County Annual Lift Station Contract	Seminole County Utilities	Tom Owens	4073146885	1280643
2009	RO WTP Concentrate Line	City of Dunedin	Tom Burke	7272983186	29108
2009	WWTP #2 Backwash Lift Station Wet Well	Globaltech, Inc.	Paul Gandy	5619976433	30870
2009	Master Lift Station Cleaning Project	Loxahatchee River District	Paul Brienza	5617475700	72396
2009	Lift Stations 5A, 28A, 35A and 23AA Rehab	Manatee County Utilities	Timothy Hochuli	9417928811	171693
2009	Lift Stations 6D, 14D, and 21D Rehab	Manatee County Utilities	Timothy Hochuli	9417928811	116937
2009	Turnpike Water Reclamation Facility Rehab	City of Leesburg	Terry Pollard	3527289880	1928100
2009	Emergency Gravity Sewer Line Repair	Town of Longboat Key	Juan J. Florensa	9413161988	74258
2009	Digester #2 Repairs	City of Boca Raton	Norman Wellings	5613387322	196488
2009	RAS Pump Extension	City of Ft. Myers	Richard Lentz	2393217575	22740
2009	Tide Vue 1 Lift Station Replacement	Manatee County Utilities	Timothy Hochuli	9417928811	133699
2009	Colony Cove 6 Lift Station Rehabilitation	Manatee County Utilities	Timothy Hochuli	9417928811	73612
2009	River Club II Lift Station	Manatee County Utilities	Timothy Hochuli	9417928811	42934
2009	Lift Station 3A Rehabilitation	Manatee County Utilities	Timothy Hochuli	9417928811	46545
2009	Lake Wood Ranch Greenfield Lift Stations	Manatee County Utilities	Timothy Hochuli	9417928811	45900
2009	Lift Station 20 Rehab	City of Largo	Joseph Carlini	7274390021	87779
2009	Boca Arbor Club Demolition	Lincoln Property Co.	Rachel Davis		6876
2009	Lift Stations 16A, 18A & 24A	Manatee County Utilities	Timothy Hochuli	9417928811	112974
2009	Hydrotank Replacement	Town of Manalapan	Greg Dunham	5615859477	424428
2009	Lift Stations N3A, N3B, N4A, N5A, N8B Rehab	Manatee County Utilities	Timothy Hochuli	9417928811	123866
2009	Lift Station 3-D Rehabilitation	Manatee County Utilities	Timothy Hochuli	9417928811	92000

TLC Diversified, Inc. - Closed Jobs Past Seven Years

Year Complete	Project Name	Owner	Contact	Phone	Contract Amount
2009	Braden River Lift Station 17	Manatee County Utilities	Timothy Hochuli	9417928811	94600
2009	Crescent Lakes Lift Stations Rehab	Manatee County Utilities	Timothy Hochuli	9417928811	118177
2009	Manatee Palms Lift Station	Manatee County Utilities	Timothy Hochuli	9417928811	88946
2009	Roberts Road Lift Station Mods	Sarasota County Government	Jerry Alder	9416408284	12498
2009	Lift Station 23A Rehabilitation	Manatee County Utilities	Timothy Hochuli	9417928811	37383
2009	Lift Stations 21, 51 & 157	Pinellas County Utilities	William Joyce	7274643588	504165
2009	Lift Station 111 Rehabilitation	Loxahatchee River District	Paul Brienza	5617475700	115838
2009	Odor Control Overflow Pump Station	Town of Manalapan	Greg Dunham	5615859477	31600
2009	Misc. Work Orders Annual Contract	Town of Palm Beach	Steve White	5612277027	95050
2009	Lift Station 801 Rehab	Charlotte County Utilities	Isabelle Charneau	9417644510	666725
2009	Humphrey Pump Station Rehab	City of Tampa	Rick Morriss	8136303912	209569
2009	Package Filters 5 & 6 Media Replacement	City of Tamarac	James T. Moore	9545973758	233316
2009	Lift Stations 01, 02 & 03	Pinellas County Utilities	William Joyce	7274643588	787367
2009	Lift Stations 353, 394 & 396	Pinellas County Utilities	William Joyce	7274644222	347810
2009	South Bay Master Lift Station	Palm Beach County Utilities	Michael K. Gleman	5614936144	321298
2009	Replacement of RO Treatment Unit	Camelot Communities MHP, LLC	Bruce Peebles	9417210046	268600
2009	Lift Stations 20A & 20B Rehabilitation	City of Coral Springs	Dave Moore	9543452167	471199
2009	Wastewater Lift Stations Rehabilitation	Palm Beach County Utilities	Stephen McGrew	5614936110	2372494
2009	Headworks Screening and Grit Removal Project	City of Clearwater	Robert Maue	7275624827	5649181
2009	Royal Highlands Pump Station	City of Leesburg	Al Purvis	3527289835	789551
2009	Elevated Storage Tank Modifications	Caldwell Tanks, Inc.	Rick A. Smith	5029643361	906734
2009	City of Clearwater Annual Contract	City of Clearwater	Robert Maue	7275624827	2257204
2007	Emergency Backwash Piping Repairs	Sailfish Point Utility Co	Richard Marx	5612251615	1237
2007	Amber Lakes Lift Station	Engineered Homes of Orlando	Jeff Porter	4075714347	23030
2007	Biosolids Piping Modifications	City of Largo	Joseph Carlini	7274390021	14823
2007	Palm Beach Co Seminole Annual Piggyback	Palm Beach County Utilities	Stephen McGrew	5614936110	136978
2007	Emergency Force Main Repair	Loxahatchee River District	Kevin Skellenger	5617475709	17557
2007	Emergency Water Main Repair	Town of Longboat Key	Juan J. Florensa	9413161988	9561
2007	Upgrades to Lift Stations 68 & 69	Indian River County Utilities	Gordon Sparks	7725478000	448688
2007	Greenleaf & Filters 1 & 2 Media Replacement	City of Tamarac	James T. Moore	9545973750	483574
2007	Village of Golf Lift Station Rehab	Village of Golf Utilities	Ron Lupo	5617320236	152942
2007	Master Lift Station Rehabilitation	Ft. Pierce Utilities Authority	James L. Carnes III	7724661600	326928
2007	Lift Station Rehabilitation Annual Contract	City of Lake Worth	Walt Smyser	5615861671	233005
2007	RO Water Treatment Plant Reliability Improves	Town of Highland Beach	Jack Lee	5612784548	1817640
2007	Lift Stations 6D & 7D Replacement	Town of Longboat Key	Juan J. Florensa	9413161988	380848
2007	Potable Water Pumping Stations Improvements	City of Pinellas Park	Stan Emerson, P.E.	7275410750	1249624
2007	Century Village North Reclaimed Water Facil	Palm Beach County Utilities	Stephen McGrew	5614936110	3687061
2007	Clearwater Elevated Tank Booster Stations	Classic Protective Coatings In	Jeff Walley	7152336267	544543

TLC Diversified, Inc. - Closed Jobs Past Seven Years

Year Complete	Project Name	Owner	Contact	Phone	Contract Amount
2007	WW Reclamation Facility Clarifier Rebuild	City of Largo	LeLand Dicus	7274390021	1063999
2007	Lift Stations 6, 7, 19, 20, 21 & 41 Rehab	City of Bradenton	John W. Cumming	9417086300	1899970
2007	Master Reuse System	Pasco County, Florida	Bruce E. Kennedy	7278478145	3259056
2007	WTP Trough Replacement & Silo Mods	City of West Palm Beach	Ken Reardon	5616598090	657177



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221**

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**

CGC041816

ISSUED: 07/27/2014

**CERTIFIED GENERAL CONTRACTOR
LAMBERSON, THURSTON
T L C DIVERSIFIED INC**

**IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1407270002329**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**



LICENSE NUMBER

CGC041816

**The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016**

**LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221**



ISSUED: 07/27/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407270002329

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

DBA:
Business Name: T L C DIVERSIFIED INC

Receipt #: 180-207090
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: LAMBERSON THURSTON
Business Location: 7233 SOUTHERN BLVD B1
PALM BEACH COUNTY
Business Phone: 407-478-2025

Business Opened: 09/29/1992
State/County/Cert/Reg: CGC041816
Exemption Code:

Rooms Seats Employees Machines Professionals
10

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

LAMBERSON THURSTON
2719 17 ST EAST
PALMETTO, FL 34221-0000

Receipt #1CP-13-00015402
Paid 09/05/2014 27.00

2014 - 2015



TLC Diversified, Inc.
Keeping Water Moving.
Environmental Construction
Professionals Serving the Water
& Wastewater Industry

CG C041816
CU C053963

Corporate Resolution

December 04, 2014

RE: Authority to Sign Legal Documents

TO WHOM IT MAY CONCERN:

TLC Diversified, Inc., being a legal Corporation organized under the Laws of the State of Florida in April, 1985, Mr. Thurston Lamberson and Mrs. Joanne R. Lamberson and having 100% of the outstanding shares of said Corporation owned since March of 1989 declares the following as a matter of record.

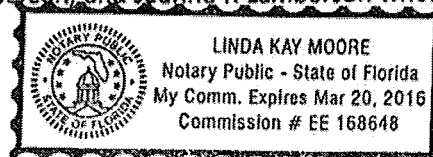
Mr. Thurston Lamberson, President and Mrs. Joanne R. Lamberson, shall have full power and authority to sign any and all Legal and Binding Documents and make all commitments of whatever nature for TLC Diversified, Inc.

Signed this 4th day of December, 2014

Thurston Lamberson
President

Joanne R. Lamberson
Senior Vice-President

Sworn to and subscribed before me Thurston Lamberson, and Joanne R Lamberson whom I know this 4th day of December, 2014.

Linda Kay Moore
Notary Public

My Commission Expires: March 20, 2016

State of Florida

Department of State

I certify from the records of this office that T.L.C. DIVERSIFIED, INC. is a corporation organized under the laws of the State of Florida, filed on April 4, 1985.

The document number of this corporation is H51364.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 14, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of January,
2014*



Ken DeFries
Secretary of State

Authentication ID: CC1371303739

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2014

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 M. E. Wilson Co., Inc. 300 W. Platt St. Ste 200 Tampa, FL 33606		1-813-229-8021	CONTACT NAME: Diana Defreeuw PHONE (A/C, No. Ext): 813-229-8021 FAX (A/C, No): E-MAIL ADDRESS: ddefreeuw@mewilson.com																					
INSURED TLC Diversified, Inc. 2719 17th Street East Palmetto, FL 34221		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>WESTFIELD INS CO</td><td>24112</td></tr><tr><td>INSURER B:</td><td>FCCI INS CO</td><td>10178</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	WESTFIELD INS CO	24112	INSURER B:	FCCI INS CO	10178	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 38912919**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 SUBR INSR 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 <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> \$500 Prop Dmg Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		TRA3972460	04/01/14	04/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		TRA3972460	04/01/14	04/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		TRA3972460	04/01/14	04/01/15	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A	001WC13A61661	04/01/14	04/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater		TRA3972460	04/01/14	04/01/15	\$1,000 Ded 1,000,000 Transit & Storage: Included Deductible: 1,000

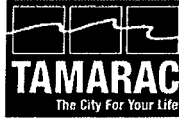
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only

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



City of Tamarac

Purchasing and Contracts Division

**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
T.L.C. DIVERSIFIED, INC.**

THIS AGREEMENT is made and entered into this ____ day of _____, 2015 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 T.L.C. Diversified, Inc., a Florida Corporation with principal offices located at 2719 17th Street, E. Palmetto, FL 34221 (the "Contractor") to provide for Filter Media Replacement of Package Filters 1 & 2 at the City's Water Treatment Plant.

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.15-03B, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, 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 Bid 15-03B as issued by the City, and the Contractor's Proposal, 15-03B 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 documents, this Agreement shall prevail.

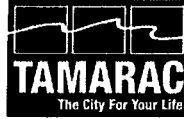
2) The Work

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 work as specified.

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 City with seventy-two (72) hours written notice prior to beginning work under this Agreement and prior to any schedule changes with exception of change 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

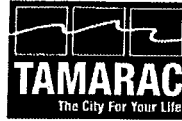
3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, 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 General 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 the date of issuance of said Notice to Proceed. Final completion shall be (15) calendar days from date of Substantial completion.

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 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 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 time for substantial completion hereunder and any resulting increase in general condition cost.



5) Contract Sum

The Contract Sum for the above work is Three Hundred Eleven Thousand Four Hundred Ninety Five Dollars and no cents (\$311,495.00).

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Retainage of ten percent (10%) will be deducted from monthly payments until 50% of project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of work. Invoices must bear project name, project number and bid P.O. number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. Contractor shall invoice the City and provide a written request to 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 warranty period begins. All payments shall be governed by Florida Prompt Payment Act, F.S., Part VII, Chapter 218. City desires to be able to make payments utilizing City's Visa Procurement Card as a means of expediting payments. It is highly desirable that the successful proposer have the capability to accept a Visa Procurement/Credit card as a means of payment.

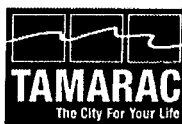
7) Remedies

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.

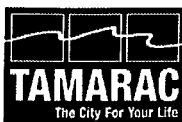
8.3 The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to 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, 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

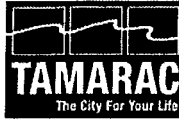
ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in 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 completion of work. 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 warranty period does not begin until approval of final payment for the entire project, and subsequent release of any Performance or Payment Bonds, which may be required by the original bid.

12) Indemnification

12.1 Contractor shall indemnify and hold harmless 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 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 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 claim may be made after the termination hereof.

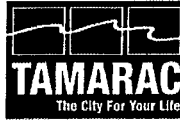
12.2 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

13) Non-Discrimination & Equal Opportunity Employment

During performance of Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. 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 by 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

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

With a copy to City Attorney at the following address:

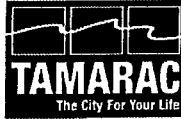
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

T.L.C. Diversified, Inc.
2719 17th St. E.
Palmetto, FL 34221
(561) 478-2025

17) Termination

17.1 Termination for Convenience: This Agreement may be terminated by



City for convenience, upon seven (7) days of written notice by the City to the Contractor 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.

18) 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 and conditions 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;

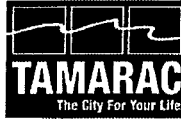
18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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 12 "Termination" herein.

19) Uncontrollable Circumstances

- 19.1** 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.

- 19.2 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.

20) 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.

21) 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.

22) Signatory Authority

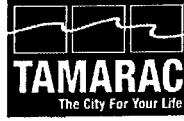
Contractor shall provide City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

23) 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 the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. Non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect enforceability of that provision or of remainder 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.



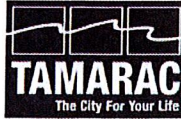
25) No Construction Against Drafting Party

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.

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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

Harry Dressler, 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

T.L.C. Diversified, Inc.

Company Name

ATTEST:

Signature of Corporate Secretary

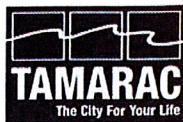
Signature of President/Owner

Joanne Lamberson
Type/Print Name of Corporate Secy.

Thurston Lamberson
Type/Print Name of President/Owner

(CORPORATE SEAL)


January 20, 2015
Date

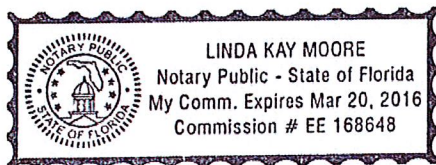
**CORPORATE ACKNOWLEDGEMENT**

STATE OF FLORIDA :
 COUNTY OF MANATEE :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 Thurston Lamberson, President, of T.L.C. Diversified 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 January 20, 2015.


 Signature of Notary Public
 State of Florida at Large



Linda Kay Moore
 Print, Type or Stamp
 Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

N/A
 Type of I.D. Produced



☐ DID take an oath, or
☒ DID NOT take an oath.



Title - TO2314 - Abolishment of Investment Advisory

Motion to adopt an ordinance of the City of Tamarac, Florida, **on first reading** amending Chapter 2 entitled "Administration" of the Code of Ordinances of the City of Tamarac by repealing Sections 2-156 through 2-161, inclusive, to provide for the abolishment of the Investment Advisory Committee; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
 TO2314 Cover Memo Abolishment of Investment Advisory	1/29/2015	Cover Memo
 TO2314 Ordinance	2/4/2015	Ordinance

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCE DEPARTMENT
ADMINISTRATION DIVISION

TO: Michael C. Cernech
City Manager

DATE: January 29, 2015

FROM: Mark C. Mason, Director of
Financial Services



RE: TO # 2314 Repeal of
Investment Committee
Ordinance

Recommendation:

I recommend that TO # 2314 Repeal of the Investment Committee Ordinance be placed on the February 11, 2015 Agenda for First Reading by the City Commission.

Issue:

The Investment Committee has met 11 times over the past 5 years out of 20 potential meetings due primarily not having a quorum. In addition, three of the four members through the most recent advertisement requested not to be reappointed to the committee and there were no other applicants.

Background:

The Investment Committee was originally created by the City Commission in 1975 to provide assistance to the City Commission and City Administration on matters pertaining to meeting the City's investment requirements. Over the course of the past five years attendance of the members of the Committee has been dwindling with the Committee meeting quorum and having a meeting eleven (11) times out of a potential twenty (20) available meetings.

During the most recent advertising for boards and committees, three of the four members requested that they not be reappointed to the committee. In addition, there were no new applicants for the committee.

As a result of the above, staff recommends abolishing the Investment Committee and repealing sections 2-156 through 2-161 of the City Code.

Fiscal Impact:

There is no direct fiscal impact however there will be a savings of time and indirect costs, such as copying and mailing of investment reports, in support of the committee.

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2015 -

AN ORDINANCE OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 2 ENTITLED "ADMINISTRATION" OF THE CODE OF ORDINANCES OF THE CITY OF TAMARAC BY REPEALING SECTIONS 2-156 THROUGH 2-161, INCLUSIVE, TO PROVIDE FOR THE ABOLISHMENT OF THE INVESTMENT ADVISORY COMMITTEE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission created the Investment Advisory Committee in 1975 in order to provide assistance to the City Commission and City Administration on matters pertaining to meeting the City's investment requirements, as required by law; and

WHEREAS, the attendance of the members of the Investment Advisory Committee has dwindled over the years resulting in an inability to obtain a quorum and hold meetings on a regular basis; and

WHEREAS, the City Commission finds that the City Administration now has the educational background and professional experience that is necessary in order to properly evaluate the City's investment requirements, and that as a result, the Investment Advisory Committee is no longer necessary; and

WHEREAS, the abolishment of the Investment Advisory Committee will save the City time and money as there will not be any need to staff and support an additional advisory committee meeting on a monthly basis; and

WHEREAS, the abolishment of the Investment Advisory Committee is in the best

interests of the citizens and residents of the City of Tamarac.

**NOW, THEREFORE, BE IT ORDAINED 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 incorporated herein and made a part hereof.

Section 2. Chapter 2, entitled "Administration", of the Code of Ordinances of the City of Tamarac shall be amended by repealing Section 2-156 through and including Section 2-161 of the City of Tamarac Code of Ordinances.

Section 3. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

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. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall become effective immediately upon adoption.

PASSED, FIRST READING this ____ day of _____, 2015.

PASSED, SECOND READING this ____ day of _____, 2015.

ATTEST:

BY: _____
MAYOR HARRY DRESSLER

PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

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

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

RECORD OF COMMISSION VOTE: 2ND Reading

SAMUEL S. GOREN
CITY ATTORNEY

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



Title - TO2315 - Ordinance to Repeal the WNID

Motion to adopt an Ordinance of the City of Tamarac, Florida **on first reading** repealing Ordinance No. 2010-14, adopted on July 14, 2010, in its entirety; dissolving the Woodlands Community Neighborhood Improvement District created pursuant to Ordinance No. 2010-14 and in accordance with Section 163.506, F.S.; providing for transmission of a certified copy of this Ordinance to the Florida Department of Economic Opportunity and the Department of Legal Affairs in accordance with Florida Statutes 163.5055; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
📎 TO2315 - Memo	1/29/2015	Cover Memo
📎 TO2315 - Ordinance	1/29/2015	Ordinance

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (15-01-003M)
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech,
City Manager

DATE: January 29, 2015

FROM: Maxine Calloway,
Director of Community Development

RE: Temp. Ordinance No. 2315:
Repealing Ordinance 2010-14,
Dissolving the Woodlands
Neighborhood Improvement
District

Recommendation: The Director of Community Development recommends that Temporary Ordinance # 2315, repealing Ordinance 2010-14 and dissolving the Woodlands Community Neighborhood Improvement District be placed on the February 11, 2015 City Commission agenda for consideration.

Issue: At its January 28th, 2015 meeting, the City Commission directed staff to prepare legislation, repealing in its entirety the 2010-14 Ordinance creating the Woodlands Community Neighborhood Improvement District ("District"), effectively dissolving the District.

Background: On January 27th, 2010, the City Commission of the City of Tamarac adopted Ordinance 2010-01, authorizing the creation of a Safe Neighborhood Improvement District and specifically authorizing the creation of a Local Government Neighborhood Improvement District pursuant to Section 163.506 Florida Statutes. The Ordinance was necessary and represented the first step in the City's ability to create specific Safe Neighborhood Improvement Districts. Subsequently, on July 14, 2010, the City Commission adopted Ordinance 2010-14, specifically creating the Woodlands Community Neighborhood Improvement District, authorizing the District to levy an ad valorem tax and special assessments by referendum, and providing for a Board of Directors and Advisory Council to the District, comprising of residents of the District.

In the over four (4) years since the creation of the District and the appointment of residents to serve as the Board of Directors, the true intent of the District has not materialized. Since its creation, the District has yet to develop a plan outlining its true purpose and demonstrating certain innovative approaches to securing the neighborhoods from crime, such as crime prevention through community policing, environmental design and security, and defensible space. In addition, the District has essentially not implemented or utilized any of the powers granted the District by virtue of Section 163.514 Fl. Statutes or the creating Ordinance.

Despite its best efforts and the continued assistance of the City, the District has not been able to make measurable progress in its efforts to improve the Woodlands community. In addition, the District has been an expense to the City in the context of administrative assistance, as well as the premise for costly, though unsuccessful, litigation.

At its January 28, 2015 meeting, the City Commission directed staff to prepare appropriate legislation, rescinding Ordinance 2010-14 creating the Woodlands Community Neighborhood Improvement District, effectively dissolving the District consistent with their authority under Sections 163.506 and 163.5055 Florida Statutes.

Analysis: The following summarizes the draft Ordinance (attached):

Section 2

This portion of the proposed Ordinance repeals in its entirety, the Woodlands Community Neighborhood Improvement District created pursuant to Ordinance No. 2010-14 and in accordance with Section 163.506, Florida Statutes and further dissolves the District consistent with the City Commission's authority under Florida Statutes 163.506 and 163.5055.

Section 3.

This section of the proposed Ordinance directs the City Clerk to transmit a certified copy of the Ordinance to the Florida Department of Economic Opportunity and the Department of Legal Affairs within 30 days of the effective date of the Ordinance, as notice of the effective dissolution of the District in accordance with Florida Statutes 163.5055.

Fiscal Impact: Since the creation of the District in 2010, the City has expended funds in furtherance of its sustainability as enumerated below.

Planning Grant:

On July 18th, 2011, the City advanced to the District a non-reimbursable Fifteen Thousand Dollars (\$15,000) grant for planning related purposes for which the District has not formally reported to the City as to the use of the funds.

Legal Fees:

In addition, the City has incurred no less than approximately \$69,473 in legal costs relative to challenges or complaints filed against the City in connection with the creation of the District.

Safe Neighborhood Improvement Analysis:

In October, 2014, the City commissioned a Woodlands Community Safe Neighborhood Improvement Analysis to justify the need for the District as authorized by the City Commission at their September 8th, 2014 workshop. The City expended Nine Thousand (\$9,000) for the cost of the Analysis.



Maxine Calloway,
Community Development Director

Attachments: Temporary Ordinance No. 2315

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2015-____

AN ORDINANCE OF THE CITY OF TAMARAC, FLORIDA REPEALING ORDINANCE NO. 2010-14, ADOPTED ON JULY 14, 2010, IN ITS ENTIRETY; DISSOLVING THE WOODLANDS COMMUNITY NEIGHBORHOOD IMPROVEMENT DISTRICT CREATED PURSUANT TO ORDINANCE NO. 2010-14 AND IN ACCORDANCE WITH SECTION 163.506, F.S.; PROVIDING FOR TRANSMISSION OF A CERTIFIED COPY OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND THE DEPARTMENT OF LEGAL AFFAIRS IN ACCORDANCE WITH FLORIDA STATUTES 163.5055; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 27, 2010 the City Commission of the City of Tamarac, Florida (the "City") adopted Ordinance No. 2010-01, a local planning ordinance, pursuant to Section 163.504, F.S.; and

WHEREAS, Ordinance No. 2010-01, codified as Division 26 of Chapter 24 in the City's Code of Ordinances, authorized the creation of a Safe Neighborhood Improvement District, in general, and specifically authorized the creation of a Local Government Neighborhood Improvement District pursuant to Section 163.506, F.S.; and

WHEREAS, on July 14, 2010, the City Commission of the City of Tamarac adopted Ordinance No. 2010-14 creating a Local Government Neighborhood Improvement District known as the Woodlands Community Neighborhood Improvement District (the "District"), pursuant to Section 163.506 F.S.; and

WHEREAS, since its inception, the District has been governed by a Board of Directors comprised of residents within the District; and

WHEREAS, despite its best efforts and the continued assistance of the City, the District has not been able to make measurable progress in its efforts to improve the

Woodlands community; and

WHEREAS, the District has been an expense to the City in the context of administrative assistance, as well as the premise for costly, though unsuccessful, litigation; and

WHEREAS, the City Commission finds that repealing Ordinance No. 2010-14 and dissolving the District is in the best interests of the citizens and residents of the City.

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

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof; all exhibits attached hereto are incorporated herein are made a specific part of this Ordinance.

SECTION 2. That Ordinance 2010-14, adopted on July 14, 2010 is hereby repealed in its entirety. The Woodlands Community Neighborhood Improvement District created pursuant to Ordinance No. 2010-14 and in accordance with Section 163.506, F.S. is hereby dissolved.

SECTION 3. That the City Clerk shall transmit a certified copy of this ordinance to the Florida Department of Economic Opportunity and the Department of Legal Affairs within 30 days of the effective date of this Ordinance.

SECTION 4. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any section, provision, paragraph, sentence, clause or word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective upon adoption.

PASSED, FIRST READING this _____ day of _____, 2015.

PASSED, SECOND READING this _____ day of _____, 2015.

ATTEST: BY: _____
MAYOR HARRY DRESSLER

PATRICIA TUEFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

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

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

RECORD OF COMMISSION VOTE: 2ND Reading

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

SAMUEL S. GOREN,
CITY ATTORNEY