



CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING
City Hall - Commission Chambers
June 8, 2016

CALL TO ORDER:

7:00 P.M.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Michelle J. Gomez

INTRODUCTION

1. PROCLAMATIONS AND PRESENTATIONS:

2. CITY COMMISSION REPORTS

- a. Commissioner Bushnell
- b. Commissioner Gomez
- c. Vice Mayor 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 agendized for public hearing at this meeting. Speakers will be limited to three minutes during this item and at public hearings. There will be a thirty (30) minute aggregate time limit for this item, and speakers are encouraged to sign up in advance with the City Clerk prior to their participation.

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

ANNOUNCEMENT OF TIME ALLOCATIONS-MOTIONS TO TABLE

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

6. CONSENT AGENDA

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

a. Approval of the May 25, 2016 Regular Commission Meeting Minutes

Approval of the May 25, 2016 Regular Commission Meeting Minutes

b. TR12781 - Amendment and Restatement of R-2013-109 Authorizing the Issuance of its Capital Revenue Note in the Amount of \$16,620,000.

A Resolution of the City Commission of the City of Tamarac, Florida amending in certain respects and restating in its entirety Resolution No. R-2013-109 adopted on October 9, 2013 in order to modify certain business terms in the loan, and in furtherance thereof, authorizing the issuance of its replacement Capital Improvement Revenue Note, Series 2013 (Taxable), in the principal amount of \$16,620,000 in exchange for its original Capital Improvement Revenue Note, Series 2013 (Taxable) which will be cancelled, which original note financed and/or refinanced all of the outstanding City of Tamarac, Florida Taxable Redevelopment Revenue Note, Series 2011, the cost of acquisition and redevelopment of real property within the city which was used for community development or redevelopment purposes, and various capital improvements within the city; providing for an automatic conversion to a term loan on October 1, 2017; Providing for the exchange of the original 2013 Note for the replacement 2013 Note; making certain findings of public purpose; providing that the replacement 2013 Note shall be a limited obligation of the city payable from legally available non-ad valorem revenues budgeted, appropriated and deposited as provided herein; providing for the rights, securities and remedies for the owner of the replacement 2013 Note; making certain covenants and agreements in connection therewith; and providing for severability and an effective date.

Commission District(s): Citywide

c. TR 12784 - Resolution authorizing the purchase of horticultural chemicals for grounds maintenance and aquatic weed control utilizing SE Florida Government Purchasing Cooperative Bid Number B-16-66.

A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate City Officials to select, approve and award the purchase of Horticultural Chemicals utilizing competitive procurement methods with prequalified vendors and current agreements available for cooperative purchase at the time of purchase, including, but not limited to, Southeast Florida Governmental Purchasing Cooperative Bid No. B-16-66 in the best interest of the City; authorizing an expenditure from the appropriate accounts not to exceed the approved budget for said purpose; effective upon approval through April 19, 2018; providing for conflicts; providing for severability; and providing for an effective date.

d. TR12796 - Authorize and execute an Easement Agreement between the City of Tamarac and Broward County

A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate City Officials to execute an Easement Agreement between the City of Tamarac and Broward County; providing for conflicts; providing for severability; and providing for an effective date.

e. TR12785 - Resolution Awarding Contract for the NW 77th Street Multi-purpose Pathway Project

A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 16-11B to and approving an Agreement with Williams Paving Co. Inc., for the construction of the NW 77th Street Multi-Purpose Pathway Project, in accordance with Bid No. 16-11B for a contract amount of \$118,870.76; a contingency in an amount of \$11,887.08 will be added to the project account, for a total project budget of \$130,757.84; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

f. TR12762 - Unipharma First Amendment to the Water and Sewer Developer's Agreement

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute a First Amendment to the Water and Sewer Developer's Agreement with Tamarac 10200, LLC., for the Unipharma Project, located at 10200 NW 67th Street, requiring an additional 16 ERC's for water and an additional 16 ERC's for sewer; requiring an additional payment of \$27,200.00 for water and \$35,200.00 for sewer; requiring a total additional payment of \$62,400.00 in CIAC fees; authorizing and directing the City Clerk to record said Agreement in the public records of Broward County; providing for conflicts; providing for severability; and providing for an effective date.

g. TR12787 - Citywide Buffer Wall Phase III Project

A Resolution of the City Commission of the City of Tamarac, Florida, approving execution of Task Authorization No. 16-21D with Stantec Consulting Services Inc. to provide Professional Engineering Services for the design and permitting of the Citywide Buffer Wall Project, Phase III, which is generally located on the North side of McNab Road between NW 108th Terrace and North Pine Island Road, in accordance with the City's Continuing Service Agreement as authorized by Resolution R-2011-87; authorizing an expenditure for said purpose in an amount not to exceed \$179,307.50; providing for conflict; providing for severability; and providing for an effective date.

Commission District(s): District 3

7. REGULAR AGENDA

8. ORDINANCE(S) - FIRST READING

9. PUBLIC HEARING(S)

a. TR12783 - SHIP / LHAP 2016/2017 – 2018/2019

A Resolution of the City Commission of the City of Tamarac, Florida approving the Local Housing Assistance Plan as required by the State Housing Initiatives Partnership Program act, subsections 420.907-420.9079, Florida Statutes; and rule Chapter 67-37, Florida administrative code; authorizing and directing the Mayor to execute any necessary documents and certifications needed by the State; authorizing the submission of the Local Housing Assistance Plan for review and approval by the Florida Housing Finance Corporation; authorizing the appropriate city officials to accept the State of Florida's State Housing Initiatives Partnership (SHIP) program budget by accepting the fiscal year 2016, 2017, and 2018 allocations of the program funds to be utilized according to the City's Local Housing Assistance Plan and Housing Delivery Goals Chart; that the appropriate City officials are hereby authorized to appropriate said funds including any and all subsequent budgetary transfers to be in accordance with proper accounting standards; providing for conflict; providing for severability; and providing an effective date.

Commission District(s): Citywide

10. ORDINANCE(S) - SECOND READING

a. TO2344 - Code Amendment: S-1 Recreational District

An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 24 of the City's Code of Ordinances, entitled "Zoning" by amending Article III, Division 13 entitled "S-1

Recreational District“ by specifically amending Section 24-308 entitled “Permitted Uses”, amending Section 24-309 entitled “Prohibited Uses”, amending Section 24-313 entitled “Yards, setback areas, open spaces, etc.” To establish hotels as an ancillary use to a private or public country club subject to the issuance of a Special Exception in the S-1 Recreational Zoning District in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

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" and last name "Teufel" clearly distinguishable.

Patricia Teufel, CMC
City Clerk



Title - 7:00 P.M.

7:00 P.M.



Title - Commissioner Michelle J. Gomez

Commissioner Michelle J. Gomez



Title - Approval of the May 25, 2016 Regular Commission Meeting Minutes

Approval of the May 25, 2016 Regular Commission Meeting Minutes

ATTACHMENTS:

Description	Upload Date	Type
▢ May 25, 2016 Regular Commission Meeting Minutes	6/1/2016	Resolution

CITY OF TAMARAC
CITY COMMISSION MEETING
WEDNESDAY, MAY 25, 2016

CALL TO ORDER: Mayor Harry Dressler called the Commission Meeting of the City of Tamarac to order at 9:05 a.m. on Wednesday, May 25, 2016, in City Commission Chambers, Tamarac City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321.

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

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

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

1. PROCLAMATIONS AND PRESENTATIONS:

a. Presentation of a proclamation by Mayor Harry Dressler proclaiming May 25th as "IQ Formulations Day" in the City of Tamarac. (Requested by Mayor Harry Dressler)

2. CITY COMMISSION REPORTS:

a. Commissioner Bushnell: Commissioner Bushnell thanked Mayor Dressler for representing Tamarac at the Broward County Commissioner Meeting yesterday. Commissioner Bushnell noted that she had the privilege of attending the Challenger Baseball game and was impressed by the high school students acting as "buddies" for the players. Commissioner Bushnell said she was also honored to attend the South Florida Honor Flight Homecoming welcoming the veterans returning from their trip to Washington, D.C.

b. Commissioner Gomez: Commissioner Gomez thanked everyone for their support and well wishes while she recovered from two recent surgeries. Commissioner Gomez attended the Broward County Planning Council meeting last month and will be attending their next meeting on Thursday. Commissioner Gomez also attended the Tamarac Chamber of Commerce Breakfast; various civic association meetings; the Charter Review Committee meeting; the Concert on the Green; the Mother's Day Brunch at Colony West; stopped by the P.A.R.O.T silent auction and awards dinner and the Bathing Buddha ceremony. Commissioner Gomez said she will be attending the Small Business of the Year Award Lunch later today; congratulated all the upcoming graduates and is looking forward to the Memorial Day Ceremony on Monday.

c. Vice Mayor Glasser: Commissioner Glasser said the elections are almost here and she has been appointed as a delegate for the Convention in Philadelphia in July. Commissioner Glasser said she will have a report for the Commission after the convention.

d. Commissioner Placko: Commissioner Placko said she attended the Broward County Commission meeting yesterday and it was very disappointing. The County Commission and the cities have to find a way to work together and do what is in the best interests of the

residents of Broward County. Over 94% of the cities supported the Infrastructure Surtax and not the Transportation Surtax and the County needs to listen to what the residents want. Commissioner Placko said the County Commission rejected the cities proposed Infrastructure Surtax and put forth their own Infrastructure Surtax which included a 15% economic development allocation. Commissioner Placko said she also attended the Bathing Buddha Ceremony and encouraged people to visit the temple.

Commissioner Placko said she was asked to be a key note speaker for the Rotary Youth Leadership Retreat and noted how impressed she was with the 11th and 12th grade students that were in attendance.

e. Mayor Dressler: Mayor Dressler said that after the County Commission Meeting yesterday it is clear that the County does not want to have any relationship with the cities within the County. Mayor Dressler said the County Commission cannot speak to the Mayors, Attorneys, the MPO staff in the manner that they did. Mayor Dressler commented that there is a crisis of government in this country at all levels. Mayor Dressler said it is a good thing that there are term limits because in the future we will hopefully have a group of people at the County who are willing to have a relationship with the cities to benefit the residents of Broward County.

3. CITY ATTORNEY REPORT: City Attorney Goren said that at a recent workshop the Commission and staff received confirmation from the Woodmont developer, at their annual update meeting, that there is a lawsuit; Zaveco vs. Woodmont, pending which Tamarac is not a party to. We have been advised that a trial was set to commence on May 31st. In conversations with the attorney for Woodmont, the Judge has not issued a Trial Order at this time and under the rules of procedure you have to have a Trial Order to issue subpoenas. We have been advised that subpoenas would be issued to certain staff and will keep the Commission fully posted regarding whether the case goes to trial or otherwise.

City Attorney Goren said that with regards to yesterday's Broward County Commission meeting, there are some unique things happening regarding ballot access in November. One issue is that the County Commission adopted a Transportation Surtax referendum question and ordinance, which will be on the ballot for 3/4 of a penny and for 10 years. The Infrastructure Surtax proposed by the cities was rejected by the County Commission. In its place they substituted their own version of that resolution and that specific item was on yesterday's agenda to specifically call for a public hearing, which will occur during the month of June, for the County's version of the Infrastructure Surtax. However, the Resolution and referendum question is not consistent with what the cities adopted by 94% of the population of Broward County cities. Again, there will be a hearing the second week of June on that document for which there will be public comment. The likelihood, however, of city input will probably be less than well received.

City Attorney Goren said the Supervisor of Elections (SOE) has received the cities' resolutions and the issue now becomes what will the SOE do. We know for a fact that the Transportation Surtax item is a done deal which will be on the November ballot. There may be a conundrum that the SOE could have. The SOE has the cities' resolution and the County resolution on the Infrastructure Surtax and the issue is which one will the SOE choose. Does the SOE put them both on the ballot and does she choose as to which one can get on the ballot first? City Attorney Goren said this is an open legal question. The SOE is a constitutional officer under the Constitution of the State of Florida and she will have to make a

decision regarding what to do. If the SOE is not clear on what to do there is a remedy; it is called a Declaratory Judgement. The SOE may have to go to court and ask a judge to decide whether or not the cities' proposition is correct and legally placed on the ballot, or that the County Commission's proposition is also correct and placed on the ballot. The SOE has to ultimately decide which one to place on the ballot. City Attorney Goren said he will be meeting with other Broward County municipal legal counsels regarding the overall conversation. City Attorney Goren said it may ultimately be up to the Court to decide which ballot question will be placed on the ballot. City Attorney Goren said that the law is not totally clear and some issues will require some interpretation.

City Attorney Goren said City Manager Cernech will be meeting with other City Manager's to discuss how to find common ground and a resolution to this issue. City Attorney Goren noted that at some future time the SOE will have to make a decision as to which one will be placed on the ballot. City Attorney Goren said there is the possibility of having three issues on the ballot. City Attorney Goren responded to a few questions from Commissioner Gomez.

4. CITY MANAGER REPORT: City Manager Cernech said that Tamarac has for the 7th time been designated as a "Playful City USA". Tamarac is one of 257 communities that exhibit "playability" which means these communities have invested their time and efforts to put kids first and promote balanced and active play which is crucial to the well-being of children.

Upcoming Events: City Manager Cernech said there will be a Memorial Day Ceremony on Monday, May 30th at 10:30 a.m. at Veterans Park after which there will be the unveiling of the Veterans Honor Wall. There will a Movie in the Park featuring the movie "Inside Out" on Friday, June 3rd at the Tamarac Sports Complex with activities starting at 7:00 p.m. and the movie starting at 8:15 p.m.

Past Event: The Splash Expo that took place on Saturday, May 14th had a total of 80 children participate in order to learn about water safety awareness and enjoy an interactive water demonstration.

City Manager Cernech noted that everyone has already spoken about what happened yesterday at the County. City Manager Cernech said there is a significant difference about what the County wants and what the cities want. The Infrastructure Surtax proposed by the cities would allow the cities to invest in the community to benefit everyone in the community and allow us to make improvements faster and sooner. Infrastructure is the number 1 national issue at all levels of government and Tamarac has done a good job of investing in its infrastructure. What the County wants is a Transportation Surtax designed to pay for the system that is already in place and add more buses. City Manager Cernech said local elected officials are the oversight of what goes on in their cities and we do not need oversight from the County.

City Manager Cernech said another issue that has been raised is that it will be hard to explain the necessity for the Infrastructure Surtax proposed by the cities with multiple questions on the ballot. People will vote for an investment in their community's infrastructure as they have responded positively in the past. The challenge in explaining this to the communities is that the Infrastructure Surtax goes on forever. The County has put forth a proposal with an end date because this is the politically expedient thing to do. Tamarac has almost zero general

obligation debt, or other debt, and as a result we have been able to pay for things as they are needed.

City Manager Cernech said Tamarac would receive \$4 million a year and our CIP's need more than \$4 million a year. City Manager Cernech talked about upcoming CIP projects that need to be built in the future. We will have CIP's that will go on forever and our infrastructure is now 50 years old and we will need to keep up investing in our infrastructure.

5. PUBLIC PARTICIPATION: Mayor Dressler opened Public Participation and the following individuals spoke: Adele Menick, 7610 NW 68th Terr. spoke about how Norfolk Pine trees are a nuisance. With no one else wishing to speak, Mayor Dressler closed Public Participation.

6. CONSENT AGENDA: Mayor Dressler asked City Manager Cernech if there were any changes/additions to the Consent Agenda and City Manager Cernech said pursuant to the Commission's direction at the Workshop on May 9, 2016 – TR12788 – Supporting Millennium Middle 6 -12 Collegiate Academy is being added as item 6 (f) to the Consent Agenda. City Attorney Goren read TR12788 by title into the record. Commissioner Gomez seconded by Commissioner Bushnell moved approval to add TR12788 to the Consent Agenda. Motion passed unanimously (5-0). Commissioner Placko seconded by Commissioner Gomez moved approval of the Consent Agenda as amended. Motion passed unanimously (5-0).

a. Approval of the May 11, 2016 Regular Commission Meeting Minutes - **APPROVED**

b. TR12775 - Cisco Network Infrastructure Replacement: A Resolution of the City Commission of the City of Tamarac, Florida, awarding IFB No. 16-17B to AIP US, LLC for the purchase of Cisco Systems network equipment in the total amount of \$94,122.98; authorizing an immediate expenditure of an amount not to exceed \$71,914.71, and authorizing the City Manager to approve an expenditure of \$22,208.27 upon receipt of notification from award of body camera contract by the Broward Sheriff's Office (BSO); approving funding from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2016-43

c. TR12778 - Tamarac Lakes South Water Main Improvements – Task Authorization #16-17S A Resolution of the City Commission of the City of Tamarac, Florida, approving Task Authorization No. 16-17S and authorizing the appropriate City Officials to execute Task Authorization No. 16-17S with Mathews Consulting Services, Inc., to provide professional services for the design of the Tamarac Lakes South Water Main Improvement Project; including preparation of detailed plans and specifications followed by permitting, bidding assistance and limited construction administration, in accordance with the City's Consulting Engineering Agreement as authorized by Resolution No. R-2011-87, for an amount not to exceed \$159,179; authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2016-44

d. TR12777- Application Fee Refund: Leaders of Tomorrow: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing a refund of \$2,000.00 submitted by Lazaro Alvarez, owner of Leaders of Tomorrow Learning Center, as a result of the withdrawal

of a Special Exception application; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2016-45

e. TR12770 - Water Sewer Developers Agreement for Mural Plaza: A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute a Water and Sewer Developer's Agreement with Mural Development, LLC., for the Mural Plaza Project, located at 6500 N. University Drive, requiring 18 ERC's for water and 11 ERC's for sewer; requiring the payment of \$54,800.00 in CIAC fees; authorizing and directing the City Clerk to record said agreement in the public records of Broward County; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2016-46

f. TR12788 – Supporting Millennium Middle 6 -12 Collegiate Academy: A Resolution of the City Commission of the City of Tamarac, Florida, supporting the establishment of Millennium Middle 6-12 Collegiate Academy, supporting granting enrollment preference to children residing within the City of Tamarac municipal boundaries; authorizing the appropriate City Officials to initiate a school attendance zone boundary change proposal; authorizing the City Clerk to distribute a copy of this Resolution to the School Board of Broward County, the Superintendent of Schools and the Principal of Millennium Middle School; providing for conflicts; providing for severability; and providing for an effective date.

RESOLUTION R-2016-47

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

8. ORDINANCE(S) - FIRST READING:

a. TO2344 - Code Amendment: S-1 Recreational District: An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 24 of the City's Code of Ordinances, entitled "Zoning" by amending Article III, Division 13 entitled "S-1 Recreational District", by specifically amending Section 24-308 entitled "Permitted Uses", amending Section 24-309 entitled "Prohibited Uses", amending Section 24-313 entitled "Yards, setback areas, open spaces, etc." To establish hotels as an ancillary use to a private or public country club subject to the issuance of a Special Exception in the S-1 Recreational Zoning District in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date. Commissioner Bushnell seconded by Commissioner Gomez moved approval of TO2344 on first reading. City Attorney Goren read TO2344 by title into the record. Motion passed 4-0 with Commissioner Placko dissenting.

PASSED ON FIRST READING MAY 25, 2016

9. PUBLIC HEARING(S):

a. TR12779 - Central Parc South: Vacation of Easement: A Resolution of the City Commission of the City of Tamarac, Florida, approving a Vacation of Easement petition in an effort to vacate three utility easements dedicated to the City by separate instruments ORB 46647-918, 2 separate 15 foot utility easements and ORB 5864-761, 10 foot utility easement lying in a parcel of land for the subject property located west of the Florida Turnpike and south of Commercial Boulevard as further described in the legal description attached hereto

as Exhibit A; (Case No. 2-P-16); providing for conflicts; providing for severability; and providing for an effective date. City Attorney Goren read TR12779 by title into the record. Commissioner Bushnell seconded by Commissioner Gomez moved approval of TR12779. Community Development Director Calloway appeared and gave staff's presentation. Attorney Heather Jo Allen appeared on behalf of the Applicant. Mayor Dressler opened the Public Hearing and with no one wishing to speak, closed the Public Hearing. Motion passed unanimously (5-0).

RESOLUTION R-2016-48

10. ORDINANCE(S) - SECOND READING: There were no Ordinance(s) – Second Reading items scheduled for this meeting.

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

12. OTHER:

There being no further business to come before the City Commission, Mayor Dressler adjourned the meeting at 10:07 a.m.

Harry Dressler, Mayor

Patricia Teufel, CMC,
City Clerk



Title - TR12781 - Amendment and Restatement of R-2013-109 Authorizing the Issuance of its Capital Revenue Note in the Amount of \$16,620,000.

A Resolution of the City Commission of the City of Tamarac, Florida amending in certain respects and restating in its entirety Resolution No. R-2013-109 adopted on October 9, 2013 in order to modify certain business terms in the loan, and in furtherance thereof, authorizing the issuance of its replacement Capital Improvement Revenue Note, Series 2013 (Taxable), in the principal amount of \$16,620,000 in exchange for its original Capital Improvement Revenue Note, Series 2013 (Taxable) which will be cancelled, which original note financed and/or refinanced all of the outstanding City of Tamarac, Florida Taxable Redevelopment Revenue Note, Series 2011, the cost of acquisition and redevelopment of real property within the city which was used for community development or redevelopment purposes, and various capital improvements within the city; providing for an automatic conversion to a term loan on October 1, 2017; Providing for the exchange of the original 2013 Note for the replacement 2013 Note; making certain findings of public purpose; providing that the replacement 2013 Note shall be a limited obligation of the city payable from legally available non-ad valorem revenues budgeted, appropriated and deposited as provided herein; providing for the rights, securities and remedies for the owner of the replacement 2013 Note; making certain covenants and agreements in connection therewith; and providing for severability and an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR #12781 Transmittal Memo - 052416 - Amendment and Restatement of R-2013-109 Authorizing	5/25/2016	Cover Memo
TR # 12781 Amended and Restated Note Resolution 05252016	5/25/2016	Resolution
TR # 12781 Attachment A to TR #12781 Memo dated 05242016	5/25/2016	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCE DEPARTMENT
ADMINISTRATION DIVISION

TO: Michael C. Cernech
City Manager

DATE: May 24, 2016

FROM: Mark C. Mason, Director of
Financial Services 

RE: TR # 12781 Amending and
Restating Resolution No. R-
2013-109

Recommendation:

I recommend placing TR # 12781 amending and restating Resolution No. R-2013-109 in its entirety that was adopted on October 9, 2013 in order to modify certain business terms in the loan, authorizing the issuance of a replacement Capital Improvement Revenue Note, Series 2013 (Taxable) in the principle amount of \$16,620,000 in exchange for its original Capital Improvement Revenue Note, Series 2013 (Taxable) which will be cancelled.

Issue:

Resolution R-2013-109 was adopted on October 9, 2013 authorizing the issuance of a \$20 million line of credit with an interest only term of three (3) years and a note conversion date of October 1, 2016 for a period of seven (7) years with PNC Bank. With the conversion date in four months, staff evaluated converting the debt to a seven year note versus the potential of extending the interest only period for one year to better match the timing of a debt issue with the five year period associated with payment for the land included in the Ground Lease with JKM Tamarac Village, LLC (Ground Lease is on file in the City Clerk's Office).

Background:

In April 2008, the City issued a not to exceed \$20 million Taxable Redevelopment Revenue Note, Series 2008 initially as a Taxable Drawdown Non Revolving Credit Facility ("2008 Credit Facility") with Sun Trust Bank, with loans under the 2008 Note available until April 1, 2011. The 2008 Credit Facility bears a variable interest rate equal to one (1) month LIBOR rate plus 1.2% per annum and accrues based on the total outstanding amount drawn, payable semi-annually beginning October 1, 2008 and on each subsequent April 1 and October 1 through April 1, 2011 (the "Conversion Date"). No principle amount is due prior to the conversion date.

The 2008 Credit Facility was established and issued to finance the cost of acquisition of real property within the City to be used for community redevelopment purposes and is secured by non-ad valorem revenues.

In January 2011, the City issued a not to exceed \$20 million Taxable Redevelopment Revenue Note, Series 2011 as a taxable revolving credit/term loan facility with RBC Bank (later purchased by PNC Bank) with loans under the note available until March 1, 2014. The 2011

Credit Facility bears a variable interest rate of one (1) month LIBOR rate plus 1.35% per annum and accrues based upon the outstanding amount drawn, payable semi-annually on April 1 and October 1, beginning on April 1, 2014.

On October 9, 2013, the city issued a not to exceed \$20 million Taxable Redevelopment Revenue Note, Series 2013 as a taxable revolving credit/term loan facility with PNC Bank with draws under the note available until April 1, 2016. The 2013 Credit Facility bears a variable interest rate of one (1) month LIBOR rate plus 1.10% per annum and accrues based upon the outstanding amount drawn and is payable semi-annually on April 1 and October 1, beginning on April 1, 2014.

On October 14, 2015, the JKM Tamarac Village, LLC entered into an agreement with the Trustee of the Tamarac Land Trust to develop the approximately twenty-three (23) acre site. Tamarac Land Trust holds the land in trust for the benefit of the City for which the debt associated with the 2013 credit facility was issued.

Following approval of the Ground Lease, staff began evaluating the credit/term loan facility that was issued on October 9, 2013 with a conversion to a seven (7) year term loan on October 1, 2016 to better match the timing of the of the debt with the timing of the land purchase included in the Ground Lease.

Specifically, the Ground Lease provided for the sale of the property within sixty (60) months following the Commencement date of the lease. The Commencement date as defined in the Ground Lease is 30 days following approval of the site plan and rezoning of the property subject to the ground lease (and this note) to a PD designation.

Since the approval of the site plan for the property associated with the credit facility is not date certain, staff evaluated whether to term out the debt for seven (7) years and begin to pay principle on the debt or try to extend the interest only period for at least one year to provide additional time to evaluate alternatives to the term and type of loan on the outstanding debt and to evaluate timing of site plan approval.

Staff approached PNC bank as the holder of the 2013 note to see if the bank would extend the term for at least one year on the same terms as the previous note. The bank was willing to extend the term of the interest only period for one year, but no longer, on the same terms and conditions as before, i.e. a variable interest rate of one (1) month LIBOR rate plus 1.10% per annum with interest payments on April 1, 2017 and October 1, 2017, however the bank wanted to shorten the term out of the loan to five (5) years instead of seven (7) years. In evaluating the timing of the Commencement date and the sixty (60) months to purchase the property, the terms were acceptable.

As noted above, the additional year of interest only, at a current low rate of interest of 1.54%, and timing of the Commencement date, likely to occur in 2017, if not before, allows for staff to begin discussing the timing, term and structure of the debt for the five years between the Commencement Date and the term to pay for the land.

The City engaged Duane Draper, Bond Counsel, with Bryant Miller & Olive, who drafted the original resolution to draft the amended and restated resolution of which the black line version is

attached to this memorandum (Attachment A). The blackline version shows what changed from the 2013 resolution which is being amended and restated to this version. The City also engaged our Financial Advisor, Jeff Larson to review the issue, discuss options with PNC Bank, and to provide modeling for the deal.

With normal debt issues, the cost of financing or refinancing is included in the debt issue. In this case, the cost of issuance, estimated at \$30,000 will be paid from existing resources and added to the carrying cost of the land acquisition.

Staff recommends approval of TR #12781, Amending and Restating R-2013-109.

Fiscal Impact:

The current variable interest rate is one (1) month LIBOR rate plus 1.10% per annum or currently 1.54% and will be extended for one additional year using the same terms with an estimated interest cost of approximately \$265,000 on an outstanding debt of \$16,620,000 for one year.

If the City had elected the seven year term, the annual debt service would have been approximately \$2.9 million per year consisting of principle (in excess of \$2 million per year) and interest.

If the City elects to term out the debt using the automatic conversion feature of this amended and restated resolution using a variable rate of interest, the estimated debt service costs will be approximately \$3.7 million per year.

The estimated cost of issuance is \$30,000 and will be paid from existing resources in Fund 380 Tamarac Village Fund and will be added to the existing carrying costs associated with the acquisition of the land which is approximately \$18.1 million.

This approach will allow the City time to evaluate alternatives to the term and type of loan on the outstanding debt to better match debt payments, including some principle to the schedule of the land purchase pursuant to the Ground Lease.

Attachment

CITY OF TAMARAC, FLORIDA
RESOLUTION NO. R-2016-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AMENDING IN CERTAIN RESPECTS AND RESTATING IN ITS ENTIRETY RESOLUTION NO. R-2013-109 ADOPTED ON OCTOBER 9, 2013 IN ORDER TO MODIFY CERTAIN BUSINESS TERMS IN THE LOAN, AND IN FURTHERANCE THEREOF, AUTHORIZING THE ISSUANCE OF ITS REPLACEMENT CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2013 (TAXABLE), IN THE PRINCIPAL AMOUNT OF \$16,620,000 IN EXCHANGE FOR ITS ORIGINAL CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2013 (TAXABLE) WHICH WILL BE CANCELLED, WHICH ORIGINAL NOTE FINANCED AND/OR REFINANCED ALL OF THE OUTSTANDING CITY OF TAMARAC, FLORIDA TAXABLE REDEVELOPMENT REVENUE NOTE, SERIES 2011, THE COST OF ACQUISITION AND REDEVELOPMENT OF REAL PROPERTY WITHIN THE CITY WHICH WAS USED FOR COMMUNITY DEVELOPMENT OR REDEVELOPMENT PURPOSES, AND VARIOUS CAPITAL IMPROVEMENTS WITHIN THE CITY; PROVIDING FOR AN AUTOMATIC CONVERSION TO A TERM LOAN ON OCTOBER 1, 2017; PROVIDING FOR THE EXCHANGE OF THE ORIGINAL 2013 NOTE FOR THE REPLACEMENT 2013 NOTE; MAKING CERTAIN FINDINGS OF PUBLIC PURPOSE; PROVIDING THAT THE REPLACEMENT 2013 NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM LEGALLY AVAILABLE NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE REPLACEMENT 2013 NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AS FOLLOWS:

Section 1: Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, the City Charter of the Issuer, Chapter 166, Part II, Florida Statutes and other applicable provisions of law (collectively, the "Act").

Section 2: Definitions. The following words and phrases shall have the following meanings when used herein:

"Act" shall have the meaning ascribed thereto in Section 1 hereof.

"Business Day" means any day except any Saturday or Sunday or day on which the Principal Office of the Original Purchaser is lawfully closed.

"City Attorney" means the City Attorney of the Issuer, or any assistant or deputy City Attorney.

"City Manager" means the City Manager or assistant, deputy, interim or acting City Manager of the Issuer.

"Clerk" means the City Clerk or assistant or deputy City Clerk of the Issuer.

"Debt" means at any date (without duplication) all of the following to the extent that they are secured by or payable in whole or in part from any Non-Ad Valorem Revenues: (A) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes or similar instruments; (B) all obligations of the Issuer to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (C) all obligations of the Issuer as lessee under capitalized leases; and (D) all indebtedness of other Persons to the extent guaranteed by, or secured by, Non-Ad Valorem Revenues of the Issuer; provided, however, if with respect to any obligation contemplated in (A), (B), or (C) above, to which the Issuer has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenues to satisfy such obligation but has not secured such obligation with a lien on or pledge of any Non-Ad Valorem Revenues then, and with respect to any obligation contemplated in (D) above, such obligation shall not be considered "Debt" for purposes of this Resolution unless the Issuer has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year. If an obligation is considered "Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "Debt" until the Issuer has not used any Non-Ad Valorem Revenues to satisfy such obligation for two (2) consecutive Fiscal Years.

"Debt Service Fund" means the Fund established in Section 8 hereof.

"Director of Financial Services" means the Director of Financial Services or any assistant or deputy Director of Financial Services of the Issuer.

"Financial Advisor" means Larson Consulting Services, LLC, Orlando, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Governmental Fund Revenues" shall mean total revenues of the Issuer derived from any source whatsoever and that are allocated and accounted for in the "governmental funds" as shown in the annual audited financial statements of the Issuer for the applicable Fiscal Year.

"Interest Rate" means, from time to time, the Pre-Conversion (Taxable) Variable Interest Rate, Post-Conversion (Taxable) Variable Interest Rate or Post-Conversion (Taxable) Fixed Interest Rate, whichever is applicable in accordance with the terms of this Resolution.

"Issuer" means the City of Tamarac, Florida, a municipal corporation of the State of Florida.

"LIBOR" means the London InterBank Offered Rate.

"Maturity Date" means October 1, 2022.

"Mayor" means the Mayor or Vice Mayor of the Issuer.

"Non-Ad Valorem Revenues" means all Governmental Funds Revenues, other than revenues generated from ad valorem taxation on real or personal property, which are legally available to make the payments required herein.

"Note Counsel" means Bryant Miller Olive P.A. or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"One Month Libor Rate" means a fluctuating rate of interest equal to the one month LIBOR which appears on the Bloomberg Reporting Service (or, if such source is not available, such alternate source as determined by the Owner on the immediately preceding Business Day), which cannot be less than 0%.

"Original 2013 Note" means the City of Tamarac, Florida Capital Improvement Revenue Note, Series 2013 (Taxable) in the principal amount not to exceed \$20,000,000 which was issued as a line of credit on October 22, 2013.

"Original Purchaser" means PNC Bank, National Association.

"Original Resolution" means Resolution R-2013-109 duly adopted by the City Commission of the City of Tamarac, Florida adopted on October 9, 2013 which authorized the issuance of the Original 2013 Note.

"Owner" or *"Owners"* means the Person or Persons in whose name or names Original 2013 Note was registered on the books of the Issuer and kept for that purpose in accordance with provisions of this Resolution and the Person or Persons in whose name or names Replacement 2013 Note will be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" means the Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided herein and the proceeds of any indebtedness incurred for the purpose of refinancing the Replacement 2013 Note.

"Principal Office" means, with respect to the Original Purchaser, the office located at 420 S. Orange Avenue, Suite 300, Orlando, Florida 32801 or such other office as the Owner may designate to the Issuer in writing.

"Project" means the acquisition and development or redevelopment of real property within the City of Tamarac, Florida, which was used for community development or redevelopment purposes, or any other capital improvements to public facilities owned by the Issuer.

"Project Costs" means all costs that were authorized to be paid from the Project Fund pursuant to Section 10 hereof to the extent permitted under the laws of the State, including, specifically:

(A) Costs incurred directly or indirectly for or in connection with a Project or a proposed or future Project or acquisition including, but not limited to, those for preliminary planning and studies, architectural, construction and/or project management or consulting services that are capitalizable, legal, financial, consulting, engineering and supervisory services, labor, services, materials, equipment, accounts receivable, acquisitions, land, rights-of-way, improvements and installation;

(B) Premiums attributable to all insurance required to be taken out and maintained during the period of construction with respect to a Project to be acquired or constructed, the premium on each surety bond, if any, required with respect to work on such facilities, and taxes, assessments and other charges hereof that may become payable during the period of construction with respect to such a Project;

(C) Costs incurred directly or indirectly in seeking to enforce any remedy against a contractor or subcontractor in respect of any default under a contract relating to a Project or costs incurred directly or indirectly in defending any claim by a contractor or subcontractor with respect to a Project;

(D) Financial, legal, accounting, appraisals, title evidence and printing and engraving fees, charges and expenses, and all other such fees, charges and expenses incurred in connection with the authorization, sale, issuance and delivery of the Original 2013 Note;

(E) Capitalized interest funded from proceeds of the Replacement 2013 Note, if any, for a reasonable period of time;

(F) Any other incidental and necessary costs including without limitation any expenses, fees and charges relating to the acquisition, construction or installation of a Project, and the making of extraordinary repairs, renewals and replacements, decommissioning or retirement of any portion of the Project, including the cost of temporary employees of the Issuer retained to carry out duties in connection with the acquisition, construction or erection of a Project and costs related to transition of such Project into ownership by the Issuer;

(G) Costs incurred directly or indirectly in placing any Project in operation in order that completion of such Project may occur;

(H) Costs of acquiring any real property from a Person, including but not limited to the costs relating to any transaction related thereto;

(I) Any other costs relating to Project authorized pursuant to a Supplemental Resolution of the Issuer and permitted under the laws of the State, subject to the prior written approval of Note Counsel; and

(J) Reimbursements to the Issuer for any of the above items hereinbefore paid by or on behalf of the Issuer, to the extent deemed permissible by Note Counsel.

It is intended that this definition be broadly construed to encompass all costs, expenses and liabilities of the Issuer related to the Project which on the date of the Original Resolution or thereafter was permitted to be funded with the proceeds of the Replacement 2013 Note

pursuant to the laws of the State. Notwithstanding anything else in this Resolution to the contrary, in the Event of Default, to the extent there are no other available funds held hereunder, use of the remaining funds in the Project Fund to pay principal and interest on the Replacement 2013 Note to which it was established shall constitute a "Project Cost" hereunder.

"Project Fund" means the Project Fund that was established with respect to the Original 2013 Note pursuant to Section 10 hereof.

"Refunded Note" means the City of Tamarac, Florida Taxable Redevelopment Revenue Note, Series 2011.

"Refunded Project" means the acquisition and redevelopment of real property within the City of Tamarac, Florida, to be used for community redevelopment purposes and financed with proceeds of the Refunded Note.

"Replacement 2013 Note" means the City of Tamarac, Florida Capital Improvement Revenue Note, Series 2013 (Taxable) in the principal amount of \$16,620,000 which will amend and replace the Original 2013 Note in accordance with Section 4 of this Resolution.

"Requisition" shall mean a written request for a disbursement from the authorized amount of the Original 2013 Note signed by the Director of Financial Services, substantially in the form attached hereto as Exhibit D and satisfactorily completed pursuant to the terms of such Original 2013 Note.

"Resolution" means this Resolution which amends and restates in its entirety the Original Resolution, pursuant to which the Replacement 2013 Note is authorized to be issued, including any supplemental resolution(s).

"State" means the State of Florida.

Section 3: Findings.

(A) For the benefit of its inhabitants, the Issuer found, determined and declared in the Original Resolution that it was necessary for the continued preservation of the economic welfare, and the health, welfare and safety, of the Issuer and its inhabitants to finance and/or refinance the cost of acquisition and redevelopment of real property within the City of Tamarac, Florida, to be used for community development or redevelopment purposes, and various other capital improvements to public facilities owned by the Issuer. Issuance of the Original 2013 Note to refinance all of the outstanding principal amount of the Refunded Note, the proceeds of which were used to finance and/or refinance the Refunded Project and the Projects satisfied a paramount public purpose by fostering community development and increased economic activity in the Issuer by providing a more vibrant community in and for the Issuer and its

inhabitants, and for preserving the continued health, welfare, and safety of the Issuer and its citizens.

(B) Debt service on the Original 2013 Note was secured by the Pledged Revenues as provided herein, and the debt service on the Replacement 2013 Note will be secured by the Pledged Revenues as provided herein.

(C) Debt service on the Replacement 2013 Note and all other payments hereunder shall be payable solely from moneys deposited in the manner and to the extent provided herein. The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Replacement 2013 Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The Replacement 2013 Note shall not constitute a lien on any property owned by or situated within the limits of the Issuer.

(D) It is estimated that the Non-Ad Valorem Revenues will be available in the Governmental Funds after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on Replacement 2013 Note and all other payment obligations hereunder.

(E) In response to the Issuer's Request for Proposals ("RFP") dated August 9, 2013, the Issuer received an offer from the Original Purchaser to purchase the Original 2013 Note. The Financial Advisor, following a review of all bank responses to the RFP, had recommended that the proposal from the Original Purchaser was the best means by which to achieve the objectives described in Section 3(A) above.

(F) The Original 2013 Note, in a principal amount not exceeding \$20,000,000, was originally issued on October 22, 2013.

(G) The Issuer desires to make various amendments to the Original Resolution and because of the nature of the proposed amendments and for the convenience of reference and use, it is necessary and desirable to amend and restate the Original Resolution in its entirety. Following receipt and review of a Term Sheet detailing the terms and conditions for the Replacement 2013 Note, the Financial Advisor recommends adoption of this Resolution.

(H) The Original Purchaser is the Owner of one hundred percent (100%) of the principal amount currently outstanding of the Original 2013 Note and has agreed to such amendments which are effected by the adoption of this Resolution (such agreement to be evidenced by such Owner's acceptance of the hereinafter defined Replacement 2013 Note), and to the exchange of the Original 2013 Note for the Replacement 2013 Note.

(I) In consideration of the purchase and acceptance of the Replacement 2013 Note authorized to be issued hereunder by those who shall be the Owner thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Owner.

Section 4: *Authorization of the Refinancing of the Refunded Note and the Project; Authorization of Exchange of Replacement 2013 Note for Original 2013 Note.* Subject and pursuant to the provisions of the Original Resolution, an obligation of the Issuer to be known as the "City of Tamarac, Florida Capital Improvement Revenue Note, Series 2013 (Taxable)" (the "Original 2013 Note") was authorized to be issued under and secured by the Original Resolution, initially as a revolving line of credit, in the aggregate principal amount, taking into account any principal amounts previously repaid, of not to exceed \$20,000,000 at any one time for the purpose of refinancing the Refunded Note, financing and/or refinancing the cost of the Projects, and paying the costs of issuing the Original 2013 Note.

Upon the execution and delivery of the Original 2013 Note and simultaneous retirement of the Refunded Note, the Refunded Note was no longer outstanding and was cancelled and no further Advances or draws thereunder were permitted.

The Project was also authorized.

Subject and pursuant to the terms of this Resolution, an obligation of the Issuer to be known as the "City of Tamarac, Florida Capital Improvement Revenue Note, Series 2013 (Taxable)" (the "Replacement 2013 Note") is authorized to be issued under and secured by this Resolution in the aggregate principal amount of \$16,620,000 for the purpose of replacing the Original 2013 Note through an exchange on or about June 9, 2016 (the "Exchange Date"). The Original 2013 Note shall thereby be cancelled by the Issuer on the Exchange Date. Transaction cost for such replacement and exchange shall be paid by the Issuer from other legally available moneys.

Because of the characteristics of the Replacement 2013 Note, prevailing market conditions, and additional savings to be realized from an expeditious issuance of the Replacement 2013 Note, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to accept the Replacement 2013 Note in exchange for the Replacement 2013 Note through a private negotiated transaction. Prior to the issuance of the Replacement 2013 Note, the Issuer shall receive from the Original Purchaser a Lender's Certificate, the form of which is attached hereto as Exhibit B, and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

Section 5: *Description of Replacement 2013 Note.* The Replacement 2013 Note shall be dated the date of its execution and delivery which is the Exchange Date, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the following terms:

(A) Interest Rate Prior to Conversion.

i. Until the automatic conversion on October 1, 2017, interest on the Replacement 2013 Note shall continue to accrue on the outstanding balance of the Replacement 2013 Note as if the exchange had not taken place (and taking into account any principal amounts previously repaid) at a variable interest rate equal to the One Month Libor Rate plus 1.10% per annum (the "Pre-Conversion (Taxable) Variable Interest Rate"). The initial Pre-Conversion (Taxable) Variable Interest Rate will be established two (2) Business Days prior to the issuance of the Replacement 2013 Note. The Pre-Conversion (Taxable) Variable Interest Rate shall adjust on the first Business Day of every month thereafter, to the rate computed as of two (2) Business Days prior thereto, and remain fixed until the next monthly adjustment date (each, a "Monthly Adjustment Date")

ii. The Replacement 2013 Note shall initially be in the principal amount of \$16,620,000 taking into account any principal amounts previously repaid. Notwithstanding anything herein or in the Replacement 2013 Note to the contrary, the full amount of \$16,620,000 has been drawn as of the date hereof under the Original 2013 Note and no further Advances or draws hereunder or under the Replacement 2013 Note shall be permitted.

iii. Interest on the Replacement 2013 Note shall be paid semi-annually commencing October 1, 2016, and on each subsequent April 1 and October 1. Before conversion of the Replacement 2013 Note to the term loan mode on October 1, 2017, no principal on the Replacement 2013 Note shall be due, unless earlier prepaid.

(B) Conversion to Term Loan Mode; Interest Rate Following Conversion.

i. Effective on October 1, 2017, the Replacement 2013 Note shall automatically convert into a term loan in a principal amount equal to the principal amount of the Replacement 2013 Note outstanding on September 30, 2017. On September 1, 2017 (the "Election Date"), the Director of Financial Services shall notify the Owner of the Replacement 2013 Note in writing as to which interest rate method it wants to apply to the Replacement 2013 Note during the term loan mode effective October 1, 2017, and can choose either (i) or (ii): (i) the Post-Conversion (Taxable) Variable Interest Rate; or (ii) the Post-Conversion (Taxable) Fixed Interest Rate; provided, however, election of the Post-Conversion (Taxable) Fixed Interest Rate is subject to the written consent of the Owner of the Replacement 2013 Note, which consent may be based on the Issuer meeting conditions imposed by such Owner, including, without limitation, the Issuer being required to pay a penalty in the event of subsequent prepayment and/or to enter into an interest rate swap or similar agreement.

ii. The "Post-Conversion (Taxable) Variable Interest Rate" means a variable interest rate equal to One Month Libor Rate plus 1.10% per annum. The Post-Conversion (Taxable) Variable Interest Rate, if elected, will initially be established two (2) Business Days prior to October 1, 2017. The Post-Conversion (Taxable) Variable Interest Rate shall adjust on the first Business Day of every month thereafter, to the rate computed as of two (2) Business Days prior thereto, and remain fixed until the next Monthly Adjustment Date.

iii. The "Post-Conversion (Taxable) Fixed Interest Rate" means a fixed interest rate determined on the Election Date and which shall be determined by amendment to this Resolution in accordance with Section 13 in accordance with the process described in Section 5(B)i. hereof.

iv. The principal of a term loan relating to the Replacement 2013 Note shall be payable annually on each October 1, commencing on October 1, 2018. Upon conversion to a term loan, the Owner of the Replacement 2013 Note shall provide an amortization schedule to the Issuer and the Financial Advisor that, with the approval of the Director of Financial Services, such approval not to be unreasonably withheld, shall provide substantially level annual debt service payments based on an assumed 5-year amortization and an agreed upon interest rate (which may be an assumed interest rate, taking into account an interest rate hedging program by the Issuer, in the case of a Post-Conversion (Taxable) Variable Interest Rate). Such amortization schedule shall be attached to the Replacement 2013 Note as Schedule B.

(C) Principal and Interest Payment Dates. Interest on the Replacement 2013 Note shall be paid semi-annually on each April 1 and October 1, commencing October 1, 2016. All principal on the Replacement 2013 Note shall be paid in the manner and to the extent described in Section 5(B) above.

(D) Prepayment of the Replacement 2013 Note. Upon at least five (5) Business Days prior written notice from the Issuer to the Owner, so long as the Replacement 2013 Note bears interest at the Pre-Conversion or Post-Conversion (Taxable) Variable Interest Rate, the Replacement 2013 Note shall be subject to prepayment on any Monthly Adjustment Date at the option of the Issuer in whole or in part at a price equal to the principal amount thereof to be prepaid, plus accrued interest to the date fixed for prepayment, without penalty. Upon the written direction of the Owner, prepayment in part shall be applied first against accrued and unpaid interest and then against scheduled payments of principal installments hereunder as designated by the Owner in writing.

(E) Form of the Replacement 2013 Note. The Replacement 2013 Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material

changes as shall be approved by the Mayor and the City Manager, such approval to be conclusively evidenced by the execution thereof by the Mayor and the City Manager. The Replacement 2013 Note shall be executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the City Manager and the official seal of the Issuer, be attested with the manual or facsimile signature of the City Clerk, and be approved as to form by the City Attorney. In case any one or more of the officers who shall have signed or sealed the Replacement 2013 Note or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Replacement 2013 Note so signed and sealed has been actually issued and delivered, such Replacement 2013 Note may nevertheless be issued and delivered as herein provided and may be issued as if the person who signed or sealed such Replacement 2013 Note had not ceased to hold such office. The Replacement 2013 Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Replacement 2013 Note shall hold the proper office of the Issuer, although, at the date of such Replacement 2013 Note, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Replacement 2013 Note shall be actually sold and delivered.

(F) Original Denomination. The Replacement 2013 Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

(G) Interest Rates Generally. The Interest Rate shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. The Interest Rate shall in no event exceed the maximum interest rate permitted by the Act.

Section 6: Registration and Exchange of the Replacement 2013 Note; Persons Treated as Owner. The Replacement 2013 Note is initially registered to the Original Purchaser. So long as the Replacement 2013 Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Replacement 2013 Note. The Replacement 2013 Note shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Original Purchaser may in the future make transfers or enter into participation agreements or securitization transactions with respect to the Replacement 2013 Note; provided, however, the Replacement 2013 Note must be in minimum denominations of \$100,000 upon any such transaction.

The Person in whose name the Replacement 2013 Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on such Replacement 2013 Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Replacement 2013 Note to the extent of the sum or sums so paid.

Section 7: *Payment of Principal and Interest; Limited Obligation.* The Issuer promises that it will promptly pay the principal of and interest on the Replacement 2013 Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Replacement 2013 Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Replacement 2013 Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No holder of the Replacement 2013 Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay such Replacement 2013 Note, or be entitled to payment of such Replacement 2013 Note from any funds of the Issuer except from the Pledged Revenues as described herein.

Section 8: *Covenant to Budget and Appropriate; Establish Debt Service Fund.* Subject to the next paragraph, the Issuer covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Replacement 2013 Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the holder of the Replacement 2013 Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided herein and nothing

herein shall be deemed to pledge ad valorem taxing power or ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no holder of the Replacement 2013 Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. Notwithstanding any provisions of this Resolution or the Replacement 2013 Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein and is subject in all respects to the provisions of Section 166.241, Florida Statutes, and is subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer.

There was created and established the "City of Tamarac, Florida Capital Improvement Revenue Note Series 2013 (Taxable) Debt Service Fund," which fund is currently a trust fund held by the Director of Financial Services, which is and shall be held solely for the benefit of the Owner of the Replacement 2013 Note. The Debt Service Fund is and shall be deemed to be held in trust for the purposes provided herein for such Fund. The money in such Fund is and shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The Issuer may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner of the Replacement 2013 Note, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each such Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

Notwithstanding anything herein to the contrary, the Issuer may invest amounts on deposit in the Debt Service Fund in accordance with the Act and the Issuer's written investment policy.

Section 9. *Anti-Dilution Test.*

(A) During such time as the Replacement 2013 Note is outstanding hereunder, the Issuer agrees and covenants not to incur any Debt unless it demonstrates that Non-Ad Valorem Revenues shall cover maximum annual debt service on the Replacement 2013 Note, any other Debt and such proposed Debt by at least 1.5x. The calculation required in the preceding sentence shall be determined using the average of actual Non-Ad Valorem Revenues for the prior two Fiscal Years based on the Issuer's annual audited financial statements for such Fiscal Years.

(B) For the purposes of the covenants contained in this Section 9, maximum annual debt service on Debt means, with respect to Debt that bears interest at a fixed interest rate, the actual annual debt service, and, with respect to Debt which bears interest at a variable interest rate, annual debt service on such Debt shall be determined assuming that interest accrues on such Debt at the current "Bond Buyer Revenue Bond Index" as published in *The Bond Buyer* no more than two weeks prior to any such calculation; provided, however, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, as defined in the immediately following sentence, annual debt service on such Debt shall be determined assuming such Debt is amortized over 25 years on an approximately level debt service basis. For purposes of the foregoing sentence, "Balloon Indebtedness" means Debt, 25% or more of the original principal of which matures or is obligated to be repaid during any one Fiscal Year. The foregoing notwithstanding, for purposes of calculating annual debt service, any Debt which bears interest at a variable rate with respect to which the Issuer has entered into an interest rate swap or interest rate cap for a notional amount equal to the principal amount of such variable rate indebtedness shall be treated for purposes of this Section 9 as bearing interest at a fixed rate equal to the fixed rate payable by the Issuer under the interest rate swap, or the capped rate provided by the interest rate cap.

(C) With respect to debt service on any Debt with respect to which the Issuer elects to receive or is otherwise entitled to receive direct subsidy payments from the United States Department of Treasury, when determining the interest on such Debt for any particular interest payment date the amount of the corresponding subsidy payment shall be deducted from the amount of interest which is due and payable with respect to such Debt on the interest payment date, but only to the extent that the Issuer reasonably believes that it will be in receipt of such subsidy payment on or prior to such interest payment date. In that case, such direct subsidy payments shall not be treated as Non-Ad Valorem Revenues to avoid double counting.

Section 10. Application of Proceeds of Original 2013 Note; Project Fund and Requisition.

(A) Application of Proceeds of the Original 2013 Note. All proceeds from the draws on the Original 2013 Note were used to refinance the Refunded Note, pay or refinance Project Costs, and to pay associated costs of issuance (including but not limited to legal and financial advisory fees and expenses) in accordance with the provisions in the next paragraph.

(B) Establishment of the Project Fund.

i. The Issuer established a fund with a depository in the State of Florida, which is a member of the Federal Deposit Insurance Corporation and which is eligible under the laws of the State of Florida to receive municipal funds, is known as the "City of Tamarac, Florida Taxable Capital Improvement Revenue Note, Series 2013 (Taxable) Project Fund" (the "Project Fund"), and will continue to account for the proceeds in such Project Fund by earmarking the monies. The Project Fund may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such Project Fund as herein provided. The designation and establishment of the Project Fund in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such monies as herein provided.

ii. Proceeds from all draws on the Replacement 2013 Note herein authorized shall be deposited, when drawn, into the Project Fund. Notwithstanding anything herein or in the Replacement 2013 Note to the contrary, the full amount of \$16,620,000 has been drawn as of the date hereof under the Original 2013 Note and no further Advances or draws hereunder or under the Replacement 2013 Note shall be permitted. When the Refunded Note has been refinanced, the Projects have been completed and all Project Costs have been paid in full, all funds remaining in the Project Fund shall be used to prepay all or a portion of the Replacement 2013 Note pursuant to Section 5(D) hereof. All moneys deposited in said Project Fund shall be and constitute a trust fund created for the purposes stated, and there is hereby created a lien upon such fund in favor of the Owners of the Replacement 2013 Note until the moneys thereof shall have been applied in accordance with this Resolution.

(C) Funds and Accounts Held in Trust.

i. The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. There is hereby

created a lien upon such funds and accounts in favor of the Owners of the Replacement 2013 Note until the moneys thereof shall have been applied in accordance with this Resolution and all of such funds, except as hereinafter provided, shall be continuously secured in the same manner as municipal deposits of funds are required to be secured by the laws of the State of Florida. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the Issuer's investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said fund or account.

ii. Notwithstanding the foregoing, to the extent proceeds from the sale of the Replacement 2013 Note are so invested and no cash is remaining, the Project Fund shall then constitute all such investments and the above-described depository account shall not be established.

iii. Notwithstanding anything herein to the contrary, the Issuer may invest amounts on deposit in the Project Fund in accordance with the Act and the Issuer's written investment policy.

Section 11: *Advances Under the Note.* On or prior to the date hereof, the Replacement 2013 Note may be drawn upon in multiple drawings (each an "Advance") under the following terms:

i. Each Advance must be requested by the Issuer (a "Requisition") in writing in the form attached hereto as Exhibit D, executed by the Director of Financial Services and delivered to the Owner.

ii. An Advance may not be requested more often than once per month and no later than two (2) Business Days prior to such Advance.

iii. Each Requisition must be a minimum principal amount of at least \$100,000 or such smaller amount which will deplete all amounts available from the original \$16,620,000 aggregate principal amount available to be outstanding at any one time hereunder;

iv. Each Advance Request must state that the Issuer remains in full compliance with the terms of this Resolution, that no Event of Default thereunder

currently exists and that no Event of Default thereunder would exist with the passage of time or the giving of notice;

v. No Requisition shall be honored after the date hereof, or during the continuation of an Event of Default under the Resolution;

vi. Each Advance must be for Project Costs.

Notwithstanding anything herein or in the Replacement 2013 Note to the contrary, the full amount of \$16,620,000 has been drawn as of the date hereof under the Original 2013 Note and no further Advances or draws hereunder or under the Replacement 2013 Note shall be permitted.

Section 12: Applicable Provisions of Law; Waiver of Jury Trial. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida. THE ISSUER CONSENTS TO FLORIDA JURISDICTION AND AGREES TO WAIVE TRIAL BY JURY IN ANY ACTION ARISING UNDER THIS RESOLUTION OR THE REPLACEMENT 2013 NOTE.

Section 13: Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Replacement 2013 Note except with the written consent of all of the Owners of the Replacement 2013 Note.

Section 14: Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Replacement 2013 Note is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

Section 15: Replacement 2013 Note Mutilated, Destroyed, Stolen or Lost. In case the Replacement 2013 Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Replacement 2013 Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Replacement 2013 Note, or in lieu of and in substitution for the Replacement 2013 Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Replacement 2013 Note so surrendered shall be canceled.

Section 16: Impairment of Contract. The Issuer covenants with the Owner of the Replacement 2013 Note that it will not, without the written consent of the Owner of the

Replacement 2013 Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Replacement 2013 Note hereunder.

Section 17: Budget, Financial and Other Information.

i. The Issuer shall provide the Owner of the Replacement 2013 Note with a copy of its annual budget, prepared in accordance with Florida law, within thirty (30) days of its adoption date, and such other financial information regarding the Issuer as the Owner of the Replacement 2013 Note may reasonably request.

ii. Not later than two hundred ten (210) days after the close of each Fiscal Year, the Issuer shall provide the Owner of the Replacement 2013 Note with its Comprehensive Annual Financial Report including annual financial statements for each Fiscal Year of the Issuer, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant.

iii. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

iv. Notwithstanding anything herein to the contrary, failure to comply with the covenants agreements in this Section 17 shall not constitute an Event of Default hereunder.

Section 18: Indemnity. To the extent permitted by law and as set forth below, the Issuer shall defend, indemnify and hold harmless (collectively the indemnification) the Original Purchaser, each member, officer, commissioner, employee and agent of the Original Purchaser and each other person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Original Purchaser, from and against, any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees), suits, claims and judgments of whatsoever kind and nature in any manner directly or indirectly (by way of the Issuer, its successors and assigns, or directly or indirectly through the agents, contractors, employees, licensees or otherwise of the Issuer or its successors and assigns) arising or resulting from, out of, or in connection with, this Resolution as a result of the breach or violation of any agreement, covenant, representation or warranty by the Issuer set forth in the this Resolution or any document delivered pursuant hereto or thereto or in connection herewith or therewith, but not including an action arising from the alleged invalidity of the Replacement 2013 Note, except to the extent that such invalidity is caused by an act or omission of the Issuer or is caused by the invalidity of this Resolution with respect to the Original Purchaser. In connection therewith, the Original Purchaser agrees to use counsel reasonably acceptable to the Issuer. The Original Purchaser shall give to the Issuer prompt notice of any such suits or claims.

This indemnification shall be construed to limit recovery by the indemnified party against the Issuer to only those damages that are found to result from the negligence of the Issuer, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors or third party agents of the Issuer. This indemnification shall not be construed as a waiver of the Issuer's sovereign immunity and shall be limited to the extent described in Section 768.28, Florida Statutes. An action may not be instituted on an indemnification claim against the Issuer unless the claimant presents the claim in writing to the Issuer's Risk Manager within three (3) years after such claim accrues or the Issuer's Risk Manager denies the claim in writing. For purposes of this Section 18, the requirements of notice to the Issuer's Risk Manager or denial of the claim are conditions precedent to maintaining an action but shall not be deemed to be elements of the cause of action and shall not affect the date on which the cause of action accrues. Notwithstanding any other provisions of this Section 18, the value of this indemnification including attorneys' fees and costs associated therewith, is limited to the maximum sum of \$200,000 as the result of all claims and judgments arising out of the same incident or occurrence, not to exceed the sum of \$300,000 for any claim or judgment or portions thereof, except with respect to an action arising from the invalidity of the Replacement 2013 Note to the extent such invalidity is caused by an act or omission of the Issuer or is caused by the invalidity of this Resolution with respect to the Issuer.

The foregoing notwithstanding, nothing herein contained shall be construed and the Original Purchaser shall not have the right to compel the exercise of the taxing power of the Issuer in any form for the payment by the Issuer of its obligations, if any, hereunder.

The provisions of this Section shall survive the termination of this Resolution.

Section 19: *Events of Default; Remedies of Owner.* The following shall constitute "Events of Default:" (i) if the Issuer fails to make any payment of principal of or interest on the Replacement 2013 Note or any other debt of the Issuer secured by a covenant to budget and appropriate Non-Ad Valorem Revenues as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Replacement 2013 Note (other than set forth in (i) above and other than the covenants and agreements in Section 17 hereof) and fails to cure the same within thirty (30) days following written notice thereof; (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for ninety (90) days undismissed or undischarged; (iv) the occurrence of an event of default with respect to any other indebtedness of the Issuer secured by a covenant of the Issuer to budget and appropriate Non-Ad Valorem Revenues which results in the acceleration of such indebtedness of the Issuer; (v) final judgment

that one or more material provisions of this Resolution or the Replacement 2013 Note is invalid, illegal or unenforceable in any respect; or (vi) final judgment for the payment of money in the amount of \$5,000,000 or more is rendered against the Issuer, and the Issuer is liable to pay such judgment pursuant to the provisions of Chapter 768, Florida Statutes or other applicable law, the payment of which would materially adversely affect the Issuer's ability to meet its obligations hereunder (it being agreed that, if insurance or adequate reserves are available to make such payment, such judgment would not materially affect the Issuer's ability to meet its obligation hereunder) and at any time after ninety (90) days from the entry thereof, unless otherwise provided in the final judgment (a) such judgment shall not have been discharged, or (b) the Issuer shall not have taken and be diligently prosecuting an appeal therefrom and, to the extent that any final process or proceeding supplementary to enforce such judgment is lawfully available, such process or proceeding has not been stayed pending determination of such appeal.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the Replacement 2013 Note may, in addition to any other remedies set forth in this Resolution or the Replacement 2013 Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer.

Upon and during the continuance of an Event of Default, notwithstanding anything herein to the contrary, the Interest Rate shall adjust to the Default Rate as of the date of the occurrence. "Default Rate" means the lesser of (a) the maximum rate permitted by applicable law, and (b) the Prime Rate plus 3.00% per annum. "Prime Rate" means that index rate of interest which the Owner, from time to time announces as its prime rate, which rate is an index rate for guidance to loan officers and is not necessarily the best or lowest rate charged borrowing customers of the Owner, or if such rate is no longer announced, such comparable prime rate as shall be published in the *Wall Street Journal*.

In case of an Event of Default, upon written declaration of the Owner, the entire debt then remaining unpaid under the Replacement 2013 Note shall be immediately due and payable.

The Issuer covenants and agrees to notify the Owner of any Event of Default it becomes aware of within ten (10) days of becoming aware of such Event of Default.

Section 20: Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 21: Business Days. In any case where the due date of interest on or principal of a Replacement 2013 Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

Section 22: Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 23: Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinafter," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 24: Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 25: City Commission Members of the Issuer Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Resolution or the Replacement 2013 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any City Commission member of the Issuer, as such, of the Issuer, past, present or future, either directly or through the Issuer it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Commission member of the Issuer, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such City Commission member of the Issuer, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the issuance of the Replacement 2013 Note, on the part of the Issuer.

Section 26: Authorizations; Budget Adjustments.

(A) The Mayor and any member of the City Commission, the City Manager, the City Attorney, the City Clerk, the Director of Financial Services and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Replacement 2013 Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or

desirable in connection with the execution and delivery of the Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

(B) The Director of Financial Services or his designee is hereby authorized and empowered to make all budget adjustments to effectuate the intent of this Resolution.

Section 27: Intent to Reimburse. In the Original Resolution, the City Commission expressed its intention and was reimbursed from the proceeds of the Original 2013 Note for costs relating to the Project. The Issuer used funds on deposit in the City's General Fund or other appropriate fund or account to pay such costs. The Original Resolution is intended to constitute with respect to the Project a declaration of official intent for purposes of the Act.

Section 28: Repealer. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 29: No Third Party Beneficiaries. Except such other persons as may be expressly described in this Resolution or in the Replacement 2013 Note, nothing in this Resolution or in the Replacement 2013 Note, expressed or implied, is intended or shall be construed to confer upon any person, other than the Issuer and the Owner, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, or of the Replacement 2013 Note, all provisions thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be Owners.

Section 30: Effective Date. This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED this 8th day of June, 2016.

CITY OF TAMARAC, FLORIDA

(SEAL)

By: _____

Name: Harry Dressler

Title: Mayor

ATTEST:

By: _____

Name: Patricia A. Teufel, CMC

Title: City Clerk

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

By: _____

Name: Samuel S. Goren

Title: City Attorney

EXHIBIT A**[FORM OF REPLACEMENT 2013 NOTE]**

ANY OWNER SHALL, PRIOR TO BECOMING A REGISTERED OWNER, EXECUTE A LENDER'S CERTIFICATE IN THE FORM ATTACHED TO THE RESOLUTION (HEREIN DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH REGISTERED OWNER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

June 9, 2016

CITY OF TAMARAC, FLORIDA

CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2013 (TAXABLE)

(REPLACEMENT OF ORIGINAL NOTE)

KNOW ALL MEN BY THESE PRESENTS that the City of Tamarac, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of PNC Bank, National Association or registered assigns (hereinafter, the "Owner"), the principal amount outstanding hereunder (to be noted on *Schedule A* attached to this City of Tamarac, Florida Capital Improvement Revenue Note, Series 2013 (Taxable) (hereinafter, the "Series 2013 Note")) in accordance with the terms hereof and in the hereinafter defined Resolution), on the dates as hereinafter described, together with interest on the outstanding principal balance, taking into account any principal amounts previously repaid, at the Interest Rate defined herein, calculated on the basis of a 360-day year comprised of twelve 30-day months; provided, however, that such Interest Rate shall in no event exceed the maximum interest rate permitted by applicable law. Notwithstanding anything hereunder or in the Resolution to the contrary, no more than \$16,620,000 may be outstanding hereunder at any one time. "Interest Rate" means the Pre-Conversion (Taxable) Variable Interest Rate, the Post-Conversion (Taxable) Variable Interest Rate or the Post-Conversion (Taxable) Fixed Interest Rate, whichever is applicable in accordance with the terms hereof and in the Resolution. This Series 2013 Note shall have a final Maturity Date of October 1, 2022, unless earlier prepaid.

Until the automatic conversion on October 1, 2017, Interest Rate on this Series 2013 Note shall accrue on the outstanding balance of this Series 2013 Note (taking into account any principal amounts previously repaid) at a variable interest rate equal to the One Month Libor Rate plus 1.10% per annum (the "Pre-Conversion (Taxable) Variable Interest Rate"). The initial Pre-Conversion (Taxable) Variable Interest Rate will be established two (2) Business Days prior

to the issuance of this Series 2013 Note. The Pre-Conversion (Taxable) Variable Interest Rate shall adjust on the first Business Day of every month thereafter, to the rate computed as of two (2) Business Days prior thereto, and remain fixed until the next monthly adjustment date.

Interest shall be payable to the Owner on each April 1 and October 1, commencing on October 1, 2016.

No principal payments on this Series 2013 Note are required while this Series 2013 Note bears interest at the Pre-Conversion (Taxable) Variable Interest Rate.

Effective on October 1, 2017, this Series 2013 Note shall automatically convert into a term loan in a principal amount equal to the principal amount of this Series 2013 Note outstanding on September 30, 2017. On September 1, 2017 (the "Election Date"), the Director of Financial Services shall notify the Owner of this Series 2013 Note in writing as to which interest rate method it wants to apply to this Series 2013 Note during the term loan mode effective October 1, 2017, to be noted on *Schedule B* attached to this Series 2013 Note, and can choose either (i) or (ii): (i) the Post-Conversion (Taxable) Variable Interest Rate; or (ii) the Post-Conversion (Taxable) Fixed Interest Rate; provided, however, election of the Post-Conversion (Taxable) Fixed Interest Rate is subject to the written consent of the Owner of this Series 2013 Note, which consent may be based on the Issuer meeting conditions imposed by such Owner, including, without limitation, the Issuer being required to pay a penalty in the event of subsequent prepayment and/or to enter into an interest rate swap or similar agreement.

The "Post-Conversion (Taxable) Variable Interest Rate" means a variable interest rate equal to One Month Libor Rate plus 1.10% per annum. The Post-Conversion (Taxable) Variable Interest Rate, if elected, will initially be established two (2) Business Days prior to October 1, 2017. The Post-Conversion (Taxable) Variable Interest Rate shall adjust on the first Business Day of every month thereafter, to the rate computed as of two (2) Business Days prior thereto, and remain fixed until the next monthly adjustment date.

The "Post-Conversion (Taxable) Fixed Interest Rate" means a fixed interest rate, determined on the Election Date and which shall be determined by amendment to the Resolution in accordance with Section 13 thereof in accordance with the process described in Section 5(B)i. thereof.

The principal of a term loan relating to this Series 2013 Note shall be payable annually on each October 1, commencing on October 1, 2018. Upon conversion to a term loan, the Owner shall provide an amortization schedule to the Issuer and the Financial Advisor that, with the approval of the Director of Financial Services, such approval not to be unreasonably withheld, shall provide substantially level annual debt service payments based on an assumed 5-year amortization and an agreed upon assumed interest rate (which may be an assumed interest rate, taking into account an interest rate hedging program by the Issuer, in the case of a Post-

Conversion (Taxable) Variable Interest Rate). Such amortization schedule shall be attached to this Series 2013 Note as *Schedule B*.

A final payment in the amount of the entire principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

Upon at least five (5) Business Days prior written notice from the Issuer to the Owner, so long as this Series 2013 Note bears interest at the Pre-Conversion or Post-Conversion (Taxable) Variable Interest Rate, this Series 2013 Note shall be subject to prepayment on any Monthly Adjustment Date (as defined in the Resolution) at the option of the Issuer in whole or in part at a price equal to the principal amount thereof to be prepaid, plus accrued interest to the date fixed for prepayment, without penalty. Upon the written direction of the Owner, prepayment in part shall be applied first against accrued and unpaid interest and then against scheduled payments of principal installments hereunder as designated by the Owner in writing.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day (as defined in the Resolution) the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Series 2013 Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

THIS SERIES 2013 NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS SERIES 2013 NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR USE OR APPLICATION OF AD VALOREM TAX REVENUES OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS SERIES 2013 NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Series 2013 Note is issued pursuant to the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the Issuer and Resolution R-2013-109 duly adopted by the Issuer on October 9, 2013, as amended and restated in its entirety by a resolution duly adopted by the Issuer on June 8, 2016 (collectively, the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default, are by this reference thereto incorporated herein as a part of this Series 2013 Note. Payment of the Series 2013 Note is secured by a pledge of and lien upon the Pledged Revenues, in the manner and to

the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

The Series 2013 Note shall initially be issued in an amount equal to \$16,620,000 at any one time, taking into account any principal amounts previously repaid, which shall be subject to conversion to a term loan as described above, and the Issuer promises to pay the Owner interest on amounts outstanding from the date funds are drawn at the Interest Rate described above, but in no event shall it exceed the maximum interest rate permitted by applicable law. No principal payments on this Series 2013 Note are required while this Series 2013 Note bears interest at the Pre-Conversion (Taxable) Variable Interest Rate. The Issuer may make draws on this Series 2013 Note until and including the date that the Resolution was last adopted. Draws under this Series 2013 Note, unless an Event of Default, or event that with the giving of notice or the passage of time would constitute an Event of Default, then exists, may be made in the manner prescribed in the Resolution. Notwithstanding anything herein or in the Resolution to the contrary, the full amount of \$16,620,000 has been drawn as of the date hereof and no further Advances or draws hereunder or thereunder shall be permitted.

This Series 2013 Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Series 2013 Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Series 2013 Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Tamarac, Florida has caused this Series 2013 Note to be executed in its name by the manual signature of its Mayor and City Manager, attested by the manual signature of its City Clerk, and approved as to form by the manual signature of its City Attorney, and its seal to be impressed hereon, all as of this 9th day of June, 2016.

CITY OF TAMARAC, FLORIDA

(SEAL)

By: _____

Name: Harry Dressler

Title: Mayor

By: _____

Name: Michael C. Cernech

Title: City Manager

ATTESTED AND COUNTERSIGNED

APPROVED AS TO FORM

By: _____

Name: Patricia A. Teufel, CMC

Title: City Clerk

By: _____

Name: Samuel S. Goren

Title: City Attorney

SCHEDULE A**OUTSTANDING PRINCIPAL**

<u>Date of Transaction</u>	<u>Principal Advance</u>	<u>Issuer's Initials (not required)</u>	<u>Principal Repayments</u>	<u>Outstanding Principal Balance</u>
06/09/2016	\$16,620,000	MCM	\$0	\$16,620,000
__/__/__	\$	_____	\$	\$
__/__/__	\$	_____	\$	\$
__/__/__	\$	_____	\$	\$
__/__/__	\$	_____	\$	\$
__/__/__	\$	_____	\$	\$
__/__/__	\$	_____	\$	\$
__/__/__	\$	_____	\$	\$
__/__/__	\$	_____	\$	\$

SCHEDULE B

(To be completed at time of conversion to term mode)

PRINCIPAL AMORTIZATION SCHEDULE

(To come)

INTEREST RATE POST-CONVERSION

[Post-Conversion (Taxable) Variable Interest Rate: [N/A or describe formula]]

[Post-Conversion (Taxable) Fixed Interest Rate: [N/A or ____%]]

EXHIBIT B**FORM OF LENDER'S CERTIFICATE**

This is to certify that PNC Bank, National Association (the "Lender") has made a loan (the "Loan") to the City of Tamarac, Florida (the "Issuer"). The Loan is evidenced by the Issuer's Capital Improvement Revenue Note, Series 2013 dated June 9, 2016 (the "Note"). The Lender acknowledges that the Note is being issued to evidence a private direct loan and not as part of publicly offered municipal securities, and that the Issuer will not make a filing with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access repository. Any capitalized terms not otherwise defined herein shall have the meaning set forth in Resolution R-2013-109 duly adopted by the Issuer on October 9, 2013, as amended and restated in its entirety by a resolution duly adopted by the Issuer on June 8, 2016 (collectively, the "Resolution").

We are aware that investment in the Loan involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the repayment of the Loan is secured solely from the sources described in the Resolution (the "Loan Security").

We have made such independent investigation of the Loan Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our lending decision, we have relied upon the accuracy of information which has been provided to us by the Issuer and the Financial Advisor. We acknowledge that the Financial Advisor is not acting as a placement agent.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of the Loan and can bear the economic risk of our Loan.

The Lender has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the Loan and no inference should be drawn that the Lender, in the acceptance of said Note, is relying on Note Counsel or Issuer's Counsel as to any such matters other than the legal opinions rendered by Note Counsel, Bryant Miller Olive P.A., and by Issuer's Counsel, Goren, Cherof, Doody & Ezrol, P.A.

We acknowledge that we are making the Loan for our own account. We will not knowingly take any action to cause the Note to be characterized as a security issued by the Issuer.

We understand that the Loan is evidenced by the Note and the Note is issued in a single denomination equal to the aggregate principal amount of the Loan and may not be transferred except in whole and will not be transferred to any kind of trust under any circumstances, and

we further understand the Loan may not be transferred in denominations less than \$100,000 even in whole. The Note may only be sold to a Permitted Lender in whole, in a denomination of not less than \$100,000, with the Issuer's consent. "Permitted Lender" means any bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making Loan and is authorized to do business in the State of Florida.

We are not acting as a broker or other intermediary and are funding the Loan with our own capital and for our own account and not with a present view to a resale or other distribution to the public. We are a national bank.

This Certificate is furnished by us as Lender based solely on our knowledge on the day hereof and is solely for the benefit of the Issuer and may not be relied upon by, or published or communicated to, any other person without our express written consent. We disclaim any obligation to supplement this letter to reflect any facts or circumstances that may hereafter come to our attention.

DATED this 9th day of June, 2016.

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: Nick Ayotte

Title: Vice President, Public Finance

EXHIBIT C**FORM OF DISCLOSURE LETTER**

Following a competitive selection process and in response to the City's Request for Proposals dated August 9, 2013, the undersigned, as purchaser, proposes to negotiate with the City of Tamarac, Florida (the "Issuer") for the private purchase of its City of Tamarac, Florida Capital Improvement Revenue Note, Series 2013 (Taxable) (the "Series 2013 Note"), in the principal amount of \$16,620,000, taking into account any principal amounts previously repaid. Prior to the award of the Series 2013 Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Bank") in connection with the issuance of the Series 2013 Note (such fees and expenses to be paid by the Issuer):

\$2,000

Bank's Counsel
Akerman LLP

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Bank in connection with the issuance of the Series 2013 Note to any person not regularly employed or retained by the Bank (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Bank, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Bank, or to the knowledge of the Bank, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Bank or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2013 Note.

3. The amount of the underwriting spread expected to be realized by the Bank is \$0.

4. The management fee to be charged by the Bank is \$0.

5. Truth-in-Bonding Statement:

The Series 2013 Note is being issued primarily to finance and/or refinance the cost of acquisition and development or redevelopment of real property within the City to be used for

community development or redevelopment purposes, and various other capital improvements to public facilities owned by the City.

Unless earlier redeemed and assuming all proceeds of the Series 2013 Note are drawn on the date hereof, the Series 2013 Note is expected to be repaid by October 1, 2022; at an assumed interest rate of _____%, assuming all proceeds are drawn on the delivery day of the Series 2013 Note and further assuming an amortization schedule beginning after the conversion date of October 1, 2017 that approximates level annual debt service for 5-years (with no principal amortization assumed in the first four years), total interest paid over the life of the Series 2013 Note is estimated to be \$_____.

The Series 2013 Note will be payable solely from a covenant to budget and appropriate from Non-Ad Valorem Revenues sufficient to make such payments, appropriated and deposited as described in Resolution R-2013-109 duly adopted by the Issuer on October 9, 2013, as amended and restated in its entirety by a resolution duly adopted by the Issuer on June 8, 2016 (collectively, the "Resolution"). See the Resolution for a definition of Non-Ad Valorem Revenues. Based on the above assumptions, issuance of the Series 2013 Note is estimated to result in a maximum of approximately \$_____ of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Series 2013 Note.

6. The name and address of the Bank is as follows:

PNC Bank, National Association
420 South Orange Avenue
Suite 300
Orlando, Florida 32801

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Bank this 9th day of June, 2016.

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: Nick Ayotte

Title: Vice President, Public Finance

EXHIBIT D

FORM OF REQUISITION

City of Tamarac, Florida
Capital Improvement Revenue Note, Series 2013 (Taxable)

REQUISITION FOR PAYMENT

Amount Requested: \$ _____

Total Disbursements to Date Taking into

Account any Principal Amounts: \$ _____

Previously Repaid: \$(_____)

TOTAL: \$ _____

1. Unless otherwise noted, all capitalized terms herein shall have the meanings assigned to them in Resolution R-2013-109 duly adopted by the City of Tamarac, Florida adopted on October 9, 2013 relating to the above-referenced Note (the "Resolution").

2. The Issuer hereby certifies that proceeds from this Requisition have been or will be used for Project Costs and has not been the basis of any previous disbursement.

3. The Issuer hereby certifies that no Event of Default, or event that with the giving of notice or the passage of time would constitute an Event of Default, exists.

[Remainder of page intentionally left blank]

4. Please wire the funds to **[WIRE INSTRUCTIONS TO BE SUPPLIED]**.

This ____ day of _____, 20__.

CITY OF TAMARAC, FLORIDA

By: _____

Title: Director of Financial Services

APPROVED BY:

PNC Bank, National Association, as Owner
of the Series 2013 Note

By: _____

Authorized Representative

Temp Reso. #~~12406~~12781 - _____, ~~2013~~2016

Page 1

Revision #__ - _____, ~~2013~~2016

CITY OF TAMARAC, FLORIDA
RESOLUTION NO. R-~~2013~~2016-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AMENDING IN CERTAIN RESPECTS AND RESTATING IN ITS ENTIRETY RESOLUTION NO. R-2013-109 ADOPTED ON OCTOBER 9, 2013 IN ORDER TO MODIFY CERTAIN BUSINESS TERMS IN THE LOAN, AND IN FURTHERANCE THEREOF, AUTHORIZING THE ISSUANCE OF ITS REPLACEMENT CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2013 (TAXABLE), IN THE PRINCIPAL AMOUNT OF ~~NOT TO EXCEED \$16,620,000 AT ANY ONE TIME, INITIALLY AS A REVOLVING LINE OF CREDIT, TO REFINANCE~~ \$16,620,000 IN EXCHANGE FOR ITS ORIGINAL CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2013 (TAXABLE) WHICH WILL BE CANCELLED, WHICH ORIGINAL NOTE FINANCED AND/OR REFINANCED ALL OF THE OUTSTANDING CITY OF TAMARAC, FLORIDA TAXABLE REDEVELOPMENT REVENUE NOTE, SERIES 2011, ~~FINANCE AND/OR REFINANCE~~ THE COST OF ACQUISITION AND REDEVELOPMENT OF REAL PROPERTY WITHIN THE CITY ~~TO BE~~WHICH WAS USED FOR COMMUNITY DEVELOPMENT OR REDEVELOPMENT PURPOSES, AND ~~TO FINANCE AND/OR REFINANCE~~ VARIOUS CAPITAL IMPROVEMENTS WITHIN THE CITY; PROVIDING FOR AN AUTOMATIC CONVERSION TO A TERM LOAN ON OCTOBER 1, 2017; PROVIDING FOR THE EXCHANGE OF THE ORIGINAL 2013 NOTE FOR THE REPLACEMENT 2013 NOTE; MAKING CERTAIN FINDINGS OF PUBLIC PURPOSE; PROVIDING THAT THE ~~SERIES~~REPLACEMENT 2013 NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM LEGALLY AVAILABLE NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE ~~SERIES 2013 NOTE; ESTABLISHING INTENT TO REIMBURSE FROM NOTE PROCEEDS THE COSTS OF SUCH PROJECTS FOR STATE LAW PURPOSES~~REPLACEMENT 2013 NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AS FOLLOWS:

Section 1: *Authority for this Resolution.* This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, the City Charter of the Issuer, Chapter 166, Part II, Florida Statutes and other applicable provisions of law (collectively, the "Act").

Section 2: *Definitions.* The following words and phrases shall have the following meanings when used herein:

"Act" shall have the meaning ascribed thereto in Section 1 hereof.

"Business Day" means any day except any Saturday or Sunday or day on which the Principal Office of the Original Purchaser is lawfully closed.

"City Attorney" means the City Attorney of the Issuer, or any assistant or deputy City Attorney.

"City Manager" means the City Manager or assistant, deputy, interim or acting City Manager of the Issuer.

"Clerk" means the City Clerk or assistant or deputy City Clerk of the Issuer.

"Debt" means at any date (without duplication) all of the following to the extent that they are secured by or payable in whole or in part from any Non-Ad Valorem Revenues: (A) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes or similar instruments; (B) all obligations of the Issuer to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (C) all obligations of the Issuer as lessee under capitalized leases; and (D) all indebtedness of other Persons to the extent guaranteed by, or secured by, Non-Ad Valorem Revenues of the Issuer; provided, however, if with respect to any obligation contemplated in (A), (B), or (C) above, to which the Issuer has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenues to satisfy such obligation but has not secured such obligation with a lien on or pledge of any Non-Ad Valorem Revenues then, and with respect to any obligation contemplated in (D) above, such obligation shall not be considered "Debt" for purposes of this Resolution unless the Issuer has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year. If an obligation is considered "Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "Debt"

until the Issuer has not used any Non-Ad Valorem Revenues to satisfy such obligation for two (2) consecutive Fiscal Years.

"Debt Service Fund" means the Fund established in Section 8 hereof.

"Director of Financial Services" means the Director of Financial Services or any assistant or deputy Director of Financial Services of the Issuer.

"Financial Advisor" means Larson Consulting Services, LLC, Orlando, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Governmental Fund Revenues" shall mean total revenues of the Issuer derived from any source whatsoever and that are allocated and accounted for in the "governmental funds" as shown in the annual audited financial statements of the Issuer for the applicable Fiscal Year.

"Interest Rate" means, from time to time, the Pre-Conversion (Taxable) Variable Interest Rate, Post-Conversion (Taxable) Variable Interest Rate or Post-Conversion (Taxable) Fixed Interest Rate, whichever is applicable in accordance with the terms of this Resolution.

"Issuer" means the City of Tamarac, Florida, a municipal corporation of the State of Florida.

"LIBOR" means the London InterBank Offered Rate.

"Maturity Date" means October 1, 2022.

"Mayor" means the Mayor or Vice Mayor of the Issuer.

"Non-Ad Valorem Revenues" means all Governmental Funds Revenues, other than revenues generated from ad valorem taxation on real or personal property, which are legally available to make the payments required herein.

"Note Counsel" means Bryant Miller Olive P.A. or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"One Month Libor Rate" means a fluctuating rate of interest equal to the one month LIBOR which appears on the Bloomberg Reporting Service (or, if such source is not available, such alternate source as determined by the Owner on the immediately preceding Business Day), which cannot be less than 0%.

"Original 2013 Note" means the City of Tamarac, Florida Capital Improvement Revenue Note, Series 2013 (Taxable) in the principal amount not to exceed \$20,000,000 which was issued as a line of credit on October 22, 2013.

"Original Purchaser" means PNC Bank, National Association.

"Original Resolution" means Resolution R-2013-109 duly adopted by the City Commission of the City of Tamarac, Florida adopted on October 9, 2013 which authorized the issuance of the Original 2013 Note.

"Owner" or "Owners" means the Person or Persons in whose name or names ~~Series 2013 Note shall~~Original 2013 Note was registered on the books of the Issuer and kept for that purpose in accordance with provisions of this Resolution and the Person or Persons in whose name or names Replacement 2013 Note will be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" means the Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided herein and the proceeds of any indebtedness incurred for the purpose of refinancing the ~~Series~~Replacement 2013 Note.

"Principal Office" means, with respect to the Original Purchaser, the office located at 420 S. Orange Avenue, Suite 300, Orlando, Florida 32801 or such other office as the Owner may designate to the Issuer in writing.

"Project" means the acquisition and development or redevelopment of real property within the City of Tamarac, Florida, ~~to be~~which was used for community development or redevelopment purposes, or any other capital improvements to public facilities owned by the Issuer.

"Project Costs" means all costs that were authorized to be paid from the Project Fund pursuant to Section 10 hereof to the extent permitted under the laws of the State, including, specifically:

(A) Costs incurred directly or indirectly for or in connection with a Project or a proposed or future Project or acquisition including, but not limited to, those for preliminary planning and studies, architectural, construction and/or project management or consulting services that are capitalizable, legal, financial, consulting, engineering and supervisory services, labor, services, materials, equipment, accounts receivable, acquisitions, land, rights-of-way, improvements and installation;

(B) Premiums attributable to all insurance required to be taken out and maintained during the period of construction with respect to a Project to be acquired or constructed, the premium on each surety bond, if any, required with respect to work on such facilities, and taxes, assessments and other charges hereof that may become payable during the period of construction with respect to such a Project;

(C) Costs incurred directly or indirectly in seeking to enforce any remedy against a contractor or subcontractor in respect of any default under a contract relating to a Project or costs incurred directly or indirectly in defending any claim by a contractor or subcontractor with respect to a Project;

(D) Financial, legal, accounting, appraisals, title evidence and printing and engraving fees, charges and expenses, and all other such fees, charges and expenses incurred in connection with the authorization, sale, issuance and delivery of the ~~Series~~Original 2013 Note;

(E) Capitalized interest funded from proceeds of the ~~Series~~Replacement 2013 Note, if any, for a reasonable period of time;

(F) Any other incidental and necessary costs including without limitation any expenses, fees and charges relating to the acquisition, construction or installation of a Project, and the making of extraordinary repairs, renewals and replacements, decommissioning or retirement of any portion of the Project, including the cost of temporary employees of the Issuer retained to carry out duties in connection with the acquisition, construction or erection of a Project and costs related to transition of such Project into ownership by the Issuer;

(G) Costs incurred directly or indirectly in placing any Project in operation in order that completion of such Project may occur;

(H) Costs of acquiring any real property from a Person, including but not limited to the costs relating to any transaction related thereto;

(I) Any other costs relating to Project authorized pursuant to a Supplemental Resolution of the Issuer and permitted under the laws of the State, subject to the prior written approval of Note Counsel; and

(J) Reimbursements to the Issuer for any of the above items hereinbefore paid by or on behalf of the Issuer, to the extent deemed permissible by Note Counsel.

It is intended that this definition be broadly construed to encompass all costs, expenses and liabilities of the Issuer related to the Project which on the date of ~~this~~the Original Resolution or ~~in the future shall be~~thereafter was permitted to be funded with the proceeds of the ~~Series~~Replacement 2013 Note pursuant to the laws of the State. Notwithstanding anything else in this Resolution to the contrary, in the Event of Default, to the extent there are no other available funds held hereunder, use of the remaining funds in the Project Fund to pay principal and interest on the ~~Series~~Replacement 2013 Note to which it was established shall constitute a "Project Cost" hereunder.

"Project Fund" means the Project Fund that was established with respect to the ~~Series~~Original 2013 Note pursuant to Section 10 hereof.

"Refunded Note" means the City of Tamarac, Florida Taxable Redevelopment Revenue Note, Series 2011.

"Refunded Project" means the acquisition and redevelopment of real property within the City of Tamarac, Florida, to be used for community redevelopment purposes and financed with proceeds of the Refunded Note.

"Replacement 2013 Note" means the City of Tamarac, Florida Capital Improvement Revenue Note, Series 2013 (Taxable) in the principal amount of \$16,620,000 which will amend and replace the Original 2013 Note in accordance with Section 4 of this Resolution.

"Requisition" shall mean a written request for a disbursement from the authorized amount of the ~~Series~~Original 2013 Note signed by the Director of Financial Services, substantially in the form attached hereto as Exhibit D and satisfactorily completed pursuant to the terms of such ~~Series~~Original 2013 Note.

"Resolution" means this Resolution which ~~amended~~amends and ~~restated~~restates in its entirety the Original Resolution ~~R 2013 109 duly adopted by the City of Tamarac, Florida adopted on October 9, 2013,~~ pursuant to which the ~~Series~~Replacement 2013 Note is authorized to be issued, including any supplemental resolution(s).

~~"Series 2013 Note" means the Capital Improvement Revenue Note, Series 2013 (Taxable) of the Issuer authorized by Section 4 hereof.~~

"State" means the State of Florida.

Section 3: Findings.

(A) For the benefit of its inhabitants, the Issuer ~~finds, determines and declares that it is found, determined and declared in the Original Resolution that it was~~ necessary for the continued preservation of the economic welfare, and the health, welfare and safety, of the Issuer and its inhabitants to finance and/or refinance the cost of acquisition and redevelopment of real property within the City of Tamarac, Florida, to be used for community development or redevelopment purposes, and various other capital improvements to public facilities owned by the Issuer. Issuance of the ~~Series~~Original 2013 Note to refinance all of the outstanding principal amount of the Refunded Note, the proceeds of which were used to finance and/or refinance the Refunded Project and ~~to finance/or refinance~~ the Projects ~~satisfies~~satisfied a paramount public purpose by fostering community development and increased economic activity in the Issuer by providing a more vibrant community in and for the Issuer and its inhabitants, and for preserving the continued health, welfare, and safety of the Issuer and its citizens.

(B) Debt service on the ~~Series~~Original 2013 Note ~~was secured by the Pledged Revenues as provided herein, and the debt service on the Replacement~~ 2013 Note will be secured by the Pledged Revenues as provided herein.

(C) Debt service on the ~~Series~~Replacement 2013 Note and all other payments hereunder shall be payable solely from moneys deposited in the manner and to the extent provided herein. The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the ~~Series~~Replacement 2013 Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The ~~Series~~Replacement 2013 Note shall not constitute a lien on any property owned by or situated within the limits of the Issuer.

(D) It is estimated that the Non-Ad Valorem Revenues will be available in the ~~General Fund~~Governmental Funds after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on ~~Series~~Replacement 2013 Note and all other payment obligations hereunder.

(E) In response to the Issuer's Request for Proposals ("RFP") dated August 9, 2013, the Issuer ~~has~~ received an offer from the Original Purchaser to purchase the ~~Series~~Original 2013 Note. The Financial Advisor, following a review of all bank responses to the RFP, ~~has had~~ recommended that the proposal from the Original Purchaser ~~is was~~ the best means by which to achieve the objectives described in Section 3(A) above.

(F) The Original 2013 Note, in a principal amount not exceeding \$20,000,000, was originally issued on October 22, 2013.

(G) The Issuer desires to make various amendments to the Original Resolution and because of the nature of the proposed amendments and for the convenience of reference and use, it is necessary and desirable to amend and restate the Original Resolution in its entirety. Following receipt and review of a Term Sheet detailing the terms and conditions for the Replacement 2013 Note, the Financial Advisor recommends adoption of this Resolution.

(H) The Original Purchaser is the Owner of one hundred percent (100%) of the principal amount currently outstanding of the Original 2013 Note and has agreed to such amendments which are effected by the adoption of this Resolution (such agreement to be evidenced by such Owner's acceptance of the hereinafter defined Replacement 2013 Note), and to the exchange of the Original 2013 Note for the Replacement 2013 Note.

(I) In consideration of the purchase and acceptance of the ~~Series~~Replacement 2013 Note authorized to be issued hereunder by those who shall be the Owner thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Owner.

Section 4: Authorization of the Refinancing of the Refunded Note and the ~~Projects~~Project; Authorization of Exchange of Replacement 2013 Note for Original 2013 Note. Subject and pursuant to the provisions of ~~this~~the Original Resolution, an obligation of the Issuer to be known as the "City of Tamarac, Florida Capital Improvement Revenue Note, Series 2013 (Taxable)" (the "~~Series~~Original 2013 Note") ~~is hereby~~was authorized to be issued under and secured by ~~this~~the Original Resolution, initially as a revolving line of credit, in the aggregate principal amount, taking into account any principal amounts previously repaid, of not to exceed ~~\$16,620,000~~20,000,000 at any one time for the purpose of refinancing the Refunded Note, financing and/or refinancing the cost of the Projects, and paying the costs of issuing the ~~Series~~Original 2013 Note.

Upon the execution and delivery of the ~~Series~~Original 2013 Note and simultaneous retirement of the Refunded Note, the Refunded Note ~~shall~~was no longer ~~be~~be outstanding and ~~shall be~~was cancelled and no further Advances or draws thereunder ~~shall be~~were permitted.

The Project ~~is hereby~~was also authorized.

Subject and pursuant to the terms of this Resolution, an obligation of the Issuer to be known as the "City of Tamarac, Florida Capital Improvement Revenue Note, Series 2013 (Taxable)" (the "Replacement 2013 Note") is authorized to be issued under and secured by this Resolution in the aggregate principal amount of \$16,620,000 for the purpose of replacing the Original 2013 Note through an exchange on or about June 9, 2016 (the "Exchange Date"). The Original 2013 Note shall thereby be cancelled by the Issuer on the Exchange Date. Transaction

cost for such replacement and exchange shall be paid by the Issuer from other legally available moneys.

Because of the characteristics of the ~~Series~~Replacement 2013 Note, prevailing market conditions, and additional savings to be realized from an expeditious ~~sale~~issuance of the ~~Series~~Replacement 2013 Note, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to ~~purchase~~accept the ~~Series~~Replacement 2013 Note ~~at~~in exchange for the Replacement 2013 Note through a private negotiated ~~sale~~transaction. Prior to the issuance of the ~~Series~~Replacement 2013 Note, the Issuer shall receive from the Original Purchaser a Lender's Certificate, the form of which is attached hereto as Exhibit B, and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

Section 5: *Description of ~~Series~~Replacement 2013 Note.* The ~~Series~~Replacement 2013 Note shall be dated the date of its execution and delivery which is the Exchange Date, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the following terms:

(A) Interest Rate Prior to Conversion.

i. ~~From the date of each respective Advance until~~Until the automatic conversion on October 1, 2017, interest on the ~~Series~~Replacement 2013 Note shall continue to accrue on the outstanding balance of the ~~Series~~Replacement 2013 Note, ~~as if the exchange had not taken place (and~~ taking into account any principal amounts previously repaid~~)~~ at a variable interest rate equal to the One Month Libor Rate plus 1.10% per annum (the "Pre-Conversion (Taxable) Variable Interest Rate"). The initial Pre-Conversion (Taxable) Variable Interest Rate will ~~initially~~ be established two (2) Business Days prior to the issuance of the ~~Series~~Replacement 2013 Note. The Pre-Conversion (Taxable) Variable Interest Rate shall adjust on the first Business Day of every month thereafter, to the rate computed as of two (2) Business Days prior thereto, and remain fixed until the next monthly adjustment date (each, a "Monthly Adjustment Date")~~:~~

ii. ~~Upon original issuance, the Series~~The Replacement 2013 Note shall initially be in the ~~mode of a revolving line of credit permitting the Issuer to draw not to exceed \$16,620,000 in the aggregate principal amount at any one time, of \$16,620,000~~ taking into account any principal amounts previously repaid. Notwithstanding anything herein ~~or in the Replacement 2013 Note~~ to the contrary, the full amount of \$16,620,000 has been drawn as of the date hereof under the Original 2013 Note and no further ~~draws thereunder~~Advances or draws hereunder or under the Replacement 2013 Note shall be permitted.

iii. Interest on the ~~Series~~Replacement 2013 Note shall be paid semi-annually commencing ~~April~~October 1, ~~2014~~2016, and on each subsequent ~~April 1 and~~ October 1 and ~~April 1 until~~1. Before conversion of the ~~mode~~Replacement 2013 Note to the term loan mode. ~~Before conversion, on October 1, 2017,~~ no principal on the ~~Series~~Replacement 2013 Note shall be due, unless earlier prepaid.

~~iv. Prior to the date hereof, amounts repaid hereunder may be re-borrowed so long as the total principal amount of the Series 2013 Note outstanding at any one time, taking into account all combined Advances (as hereinafter defined) which have not been repaid, does not exceed \$16,620,000. Notwithstanding anything herein to the contrary, no further draws thereunder shall be permitted.~~

(B) Conversion to Term Loan Mode; Interest Rate Following Conversion.

i. Effective on October 1, 2017, the ~~Series~~Replacement 2013 Note shall automatically convert into a term loan in a principal amount equal to the principal amount of the ~~Series~~Replacement 2013 Note outstanding on September 30, 2017. On September 1, 2017 (the "Election Date"), the Director of Financial Services shall notify the Owner of the ~~Series~~Replacement 2013 Note in writing as to which interest rate method it wants to apply to the ~~Series~~Replacement 2013 Note during the term loan mode effective October 1, 2017, and can choose either (i) or (ii): (i) the Post-Conversion (Taxable) Variable Interest Rate; or (ii) the Post-Conversion (Taxable) Fixed Interest Rate; provided, however, election of the Post-Conversion (Taxable) Fixed Interest Rate is subject to the written consent of the Owner of the ~~Series 2013 Note~~Replacement 2013 Note, which consent may be based on the Issuer meeting conditions imposed by such Owner, including, without limitation, the Issuer being required to pay a penalty in the event of subsequent prepayment and/or to enter into an interest rate swap or similar agreement.

ii. The "Post-Conversion (Taxable) Variable Interest Rate" means a variable interest rate equal to One Month Libor Rate plus 1.10% per annum. The Post-Conversion (Taxable) Variable Interest Rate, if elected, will initially be established two (2) Business Days prior to October 1, 2017. The Post-Conversion (Taxable) Variable Interest Rate shall adjust on the first Business Day of every month thereafter, to the rate computed as of two (2) Business Days prior thereto, and remain fixed until the next Monthly Adjustment Date.

iii. The "Post-Conversion (Taxable) Fixed Interest Rate" means a fixed interest rate determined on the Election Date and which shall be determined by amendment to this Resolution in accordance with Section ~~13~~13 in accordance with the process described in Section 5(B)i. hereof.

iv. The principal of a term loan relating to the ~~Series~~Replacement 2013 Note shall be payable annually on each October 1, commencing on October 1, 2018. Upon conversion to a term loan, the Owner of the ~~Series~~Replacement 2013 Note shall provide an amortization schedule to the Issuer and the Financial Advisor that, with the approval of the Director of Financial Services, such approval not to be unreasonably withheld, shall provide substantially level annual debt service payments based on an assumed 5-year amortization and an agreed upon interest rate (which may be an assumed interest rate, taking into account an interest rate hedging program by the Issuer, in the case of a Post-Conversion (Taxable) Variable Interest Rate). Such amortization schedule shall be attached to the ~~Series~~Replacement 2013 Note as Schedule B.

(C) Principal and Interest Payment Dates. Interest on the ~~Series~~Replacement 2013 Note shall be paid semi-annually on each April 1 and October 1, commencing ~~April~~October 1, ~~2014~~2016. All principal on the ~~Series~~Replacement 2013 Note shall be paid in the manner and to the extent described in Section 5(B) above.

(D) Prepayment of the ~~Series~~Replacement 2013 Note. Upon at least five (5) Business Days prior written notice from the Issuer to the Owner, ~~the Series~~so long as the Replacement 2013 Note bears interest at the Pre-Conversion or Post-Conversion (Taxable) Variable Interest Rate, the Replacement 2013 Note shall be subject to prepayment on any Monthly Adjustment Date at the option of the Issuer in whole or in part at a price equal to the principal amount thereof to be prepaid, plus accrued interest to the date fixed for prepayment, without penalty. Upon the written direction of the Owner, prepayment in part shall be applied first against accrued and unpaid interest and then against scheduled payments of principal installments hereunder as designated by the Owner in writing.

(E) Form of the ~~Series~~Replacement 2013 Note. The ~~Series~~Replacement 2013 Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor and the City Manager, such approval to be conclusively evidenced by the execution thereof by the Mayor and the City Manager. The ~~Series~~Replacement 2013 Note shall be executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the City Manager and the official seal of the Issuer, be attested with the manual or facsimile signature of the City Clerk, and be approved as to form by the City Attorney. In case any one or more of the officers who shall have signed or sealed the ~~Series~~Replacement 2013 Note or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the ~~Series~~Replacement 2013 Note so signed and sealed has been actually ~~sold~~issued and delivered, such ~~Series~~Replacement 2013 Note may nevertheless be ~~sold~~issued and delivered as herein provided and may be issued as if the person who signed or sealed such ~~Series~~Replacement 2013 Note had not ceased to hold such office. The ~~Series~~Replacement 2013 Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such ~~Series~~Replacement 2013 Note shall hold the proper office of the Issuer, although, at the date of such ~~Series~~Replacement 2013 Note, such

person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the ~~Series~~Replacement 2013 Note shall be actually sold and delivered.

(F) Original Denomination. The ~~Series~~Replacement 2013 Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

(G) Interest Rates Generally. The Interest Rate shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. The Interest Rate shall in no event exceed the maximum interest rate permitted by the Act.

Section 6: Registration and Exchange of ~~Series~~the Replacement 2013 Note; Persons Treated as Owner. The ~~Series~~Replacement 2013 Note is initially registered to the Original Purchaser. So long as the ~~Series~~Replacement 2013 Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the ~~Series~~Replacement 2013 Note. The ~~Series~~Replacement 2013 Note shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Original Purchaser may in the future make transfers or enter into participation agreements or securitization transactions with respect to the ~~Series~~Replacement 2013 Note; provided, however, the ~~Series~~Replacement 2013 Note must be in minimum denominations of \$100,000 upon any such transaction.

The Person in whose name the ~~Series~~Replacement 2013 Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on such ~~Series~~Replacement 2013 Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such ~~Series~~Replacement 2013 Note to the extent of the sum or sums so paid.

Section 7: Payment of Principal and Interest; Limited Obligation. The Issuer promises that it will promptly pay the principal of and interest on the ~~Series~~Replacement 2013 Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The ~~Series~~Replacement 2013 Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The ~~Series~~Replacement 2013 Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No holder of the ~~Series~~Replacement 2013 Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay such ~~Series~~Replacement 2013 Note, or be entitled to payment of such ~~Series~~Replacement 2013 Note from any funds of the Issuer except from the Pledged Revenues as described herein.

Section 8: *Covenant to Budget and Appropriate; Establish Debt Service Fund.* Subject to the next paragraph, the Issuer covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the ~~Series~~Replacement 2013 Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the holder of the ~~Series~~Replacement 2013 Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided herein and nothing herein shall be deemed to pledge ad valorem taxing power or ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no holder of the ~~Series~~Replacement 2013 Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. Notwithstanding any provisions of this Resolution or the ~~Series~~Replacement 2013 Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service

charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein and is subject in all respects to the provisions of Section 166.241, Florida Statutes, and is subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer.

There ~~is hereby~~was created and established the "City of Tamarac, Florida Capital Improvement Revenue Note Series 2013 (Taxable) Debt Service Fund," which fund ~~shall be~~is currently a trust fund held by the Director of Financial Services, which is and shall be held solely for the benefit of the Owner of the Series Replacement 2013 Note. The Debt Service Fund is and shall be deemed to be held in trust for the purposes provided herein for such Fund. The money in such Fund is and shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The Issuer may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner of the Series Replacement 2013 Note, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each such Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

Notwithstanding anything herein to the contrary, the Issuer may invest amounts on deposit in the Debt Service Fund in accordance with the Act and the Issuer's written investment policy.

Section 9. Anti-Dilution Test.

(A) During such time as the Series Replacement 2013 Note is outstanding hereunder, the Issuer agrees and covenants not to incur any Debt unless it demonstrates that Non-Ad Valorem Revenues shall cover maximum annual debt service on the Series Replacement 2013 Note, any other Debt and such proposed Debt by at least 1.5x. The calculation required in the preceding sentence shall be determined using the average of actual Non-Ad Valorem Revenues

for the prior two Fiscal Years based on the Issuer's annual audited financial statements for such Fiscal Years.

(B) For the purposes of the covenants contained in this Section 9, maximum annual debt service on Debt means, with respect to Debt that bears interest at a fixed interest rate, the actual annual debt service, and, with respect to Debt which bears interest at a variable interest rate, annual debt service on such Debt shall be determined assuming that interest accrues on such Debt at the current "Bond Buyer Revenue Bond Index" as published in *The Bond Buyer* no more than two weeks prior to any such calculation; provided, however, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, as defined in the immediately following sentence, annual debt service on such Debt shall be determined assuming such Debt is amortized over 25 years on an approximately level debt service basis. For purposes of the foregoing sentence, "Balloon Indebtedness" means Debt, 25% or more of the original principal of which matures or is obligated to be repaid during any one Fiscal Year. The foregoing notwithstanding, for purposes of calculating annual debt service, any Debt which bears interest at a variable rate with respect to which the Issuer has entered into an interest rate swap or interest rate cap for a notional amount equal to the principal amount of such variable rate indebtedness shall be treated for purposes of this Section 9 as bearing interest at a fixed rate equal to the fixed rate payable by the Issuer under the interest rate swap, or the capped rate provided by the interest rate cap.

(C) With respect to debt service on any Debt with respect to which the Issuer elects to receive or is otherwise entitled to receive direct subsidy payments from the United States Department of Treasury, when determining the interest on such Debt for any particular interest payment date the amount of the corresponding subsidy payment shall be deducted from the amount of interest which is due and payable with respect to such Debt on the interest payment date, but only to the extent that the Issuer reasonably believes that it will be in receipt of such subsidy payment on or prior to such interest payment date. In that case, such direct subsidy payments shall not be treated as Non-Ad Valorem Revenues to avoid double counting.

Section 10. Application of Proceeds of ~~Series~~Original 2013 Note; Project Fund and Requisition.

(A) Application of Proceeds of the ~~Series~~Original 2013 Note. All proceeds from the draws on the ~~Series~~Original 2013 Note ~~shall be were~~ used to refinance the Refunded Note, pay or refinance Project Costs, and to pay associated costs of issuance (including but not limited to legal and financial advisory fees and expenses) in accordance with the provisions in the next paragraph. ~~Notwithstanding anything herein to the contrary, the full amount of \$16,620,000 has been drawn as of the date hereof and no further draws thereunder shall be permitted.~~

(B) Establishment of the Project Fund.

i. The Issuer ~~hereby covenants that it will establish~~established a fund with a depository in the State of Florida, which is a member of the Federal Deposit Insurance Corporation and which is eligible under the laws of the State of Florida to receive municipal funds, ~~to be~~is known as the "City of Tamarac, Florida Taxable Capital Improvement Revenue Note, Series 2013 (Taxable) Project Fund" (the "Project Fund"), and will continue to account for the proceeds in such Project Fund by earmarking the monies. The Project Fund~~-established herein~~ may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such Project Fund as herein provided. The designation and establishment of the Project Fund in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such monies as herein provided.

ii. Proceeds from all draws on the ~~Series~~Replacement 2013 Note herein authorized shall be deposited, when drawn, into the Project Fund. Notwithstanding anything herein or in the Replacement 2013 Note to the contrary, the full amount of \$16,620,000 has been drawn as of the date hereof under the Original 2013 Note and no further ~~draws thereunder~~Advances or draws hereunder or under the Replacement 2013 Note shall be permitted. When the Refunded Note has been refinanced, the Projects have been completed and all Project Costs have been paid in full, all funds remaining in the Project Fund shall be used to prepay all or a portion of the ~~Series~~Replacement 2013 Note pursuant to Section 5(D) hereof. All moneys deposited in said Project Fund shall be and constitute a trust fund created for the purposes stated, and there is hereby created a lien upon such fund in favor of the Owners of the ~~Series~~Replacement 2013 Note until the moneys thereof shall have been applied in accordance with this Resolution.

(C) Funds and Accounts Held in Trust.

i. The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. There is hereby created a lien upon such funds and accounts in favor of the Owners of the ~~Series~~Replacement 2013 Note until the moneys thereof shall have been applied in accordance with this Resolution and all of such funds, except as hereinafter provided, shall be continuously secured in the same manner as municipal deposits of funds are required to be secured by the laws of the State of Florida. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the Issuer's investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part

of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said fund or account.

ii. Notwithstanding the foregoing, to the extent proceeds from the sale of the ~~Series~~Replacement 2013 Note are so invested and no cash is remaining, the Project Fund shall then constitute all such investments and the above-described depository account shall not be established.

iii. Notwithstanding anything herein to the contrary, the Issuer may invest amounts on deposit in the Project Fund in accordance with the Act and the Issuer's written investment policy.

Section 11: *Advances Under the Note.* On or prior to the date hereof, the ~~Series~~Replacement 2013 Note may be drawn upon in multiple drawings (each an "Advance") under the following terms:

i. Each Advance must be requested by the Issuer (a "Requisition") in writing in the form attached hereto as Exhibit D, executed by the Director of Financial Services and delivered to the Owner.

ii. An Advance may not be requested more often than once per month and no later than two (2) Business Days prior to such Advance.

iii. Each Requisition must be a minimum principal amount of at least \$100,000 or such smaller amount which will deplete all amounts available from the original \$16,620,000 aggregate principal amount available to be outstanding at any one time hereunder;

iv. Each Advance Request must state that the Issuer remains in full compliance with the terms of this Resolution, that no Event of Default thereunder currently exists and that no Event of Default thereunder would exist with the passage of time or the giving of notice;

v. No Requisition shall be honored after the date hereof, or during the continuation of an Event of Default under the Resolution;

vi. Each Advance must be for Project Costs.

Notwithstanding anything herein or in the Replacement 2013 Note to the contrary, the full amount of \$16,620,000 has been drawn as of the date hereof under the Original 2013

Note and no further ~~draws thereunder~~Advances or draws hereunder or under the Replacement 2013 Note shall be permitted.

Section 12: *Applicable Provisions of Law; Waiver of Jury Trial.* This Resolution shall be governed by and construed in accordance with the laws of the State of Florida. THE ISSUER CONSENTS TO FLORIDA JURISDICTION AND AGREES TO WAIVE TRIAL BY JURY IN ANY ACTION ARISING UNDER THIS RESOLUTION OR THE ~~SERIES~~REPLACEMENT 2013 NOTE.

Section 13: *Amendment.* This Resolution shall not be modified or amended in any respect subsequent to the issuance of the ~~Series~~Replacement 2013 Note except with the written consent of all of the Owners of the ~~Series~~Replacement 2013 Note.

Section 14: *Limitation of Rights.* With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the ~~Series~~Replacement 2013 Note is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

Section 15: *~~Series~~Replacement 2013 Note Mutilated, Destroyed, Stolen or Lost.* In case the ~~Series~~Replacement 2013 Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new ~~Series~~Replacement 2013 Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated ~~Series~~Replacement 2013 Note, or in lieu of and in substitution for the ~~Series~~Replacement 2013 Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The ~~Series~~Replacement 2013 Note so surrendered shall be canceled.

Section 16: *Impairment of Contract.* The Issuer covenants with the Owner of the ~~Series~~Replacement 2013 Note that it will not, without the written consent of the Owner of the ~~Series~~Replacement 2013 Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the ~~Series~~Replacement 2013 Note hereunder.

Section 17: *Budget, Financial and Other Information.*

i. The Issuer shall provide the Owner of the ~~Series~~Replacement 2013 Note with a copy of its annual budget, prepared in accordance with Florida law, within thirty (30)

days of its adoption date, and such other financial information regarding the Issuer as the Owner of the ~~Series~~Replacement 2013 Note may reasonably request.

ii. Not later than two hundred ten (210) days after the close of each Fiscal Year, the Issuer shall provide the Owner of the ~~Series~~Replacement 2013 Note with its Comprehensive Annual Financial Report including annual financial statements for each Fiscal Year of the Issuer, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant.

iii. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

iv. Notwithstanding anything herein to the contrary, failure to comply with the covenants agreements in this Section 17 shall not constitute an Event of Default hereunder.

Section 18: Indemnity. To the extent permitted by law and as set forth below, the Issuer shall defend, indemnify and hold harmless (collectively the indemnification) the Original Purchaser, each member, officer, commissioner, employee and agent of the Original Purchaser and each other person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Original Purchaser, from and against, any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees), suits, claims and judgments of whatsoever kind and nature in any manner directly or indirectly (by way of the Issuer, its successors and assigns, or directly or indirectly through the agents, contractors, employees, licensees or otherwise of the Issuer or its successors and assigns) arising or resulting from, out of, or in connection with, this Resolution as a result of the breach or violation of any agreement, covenant, representation or warranty by the Issuer set forth in the this Resolution or any document delivered pursuant hereto or thereto or in connection herewith or therewith, but not including an action arising from the alleged invalidity of the ~~Series~~Replacement 2013 Note, except to the extent that such invalidity is caused by an act or omission of the Issuer or is caused by the invalidity of this Resolution with respect to the Original Purchaser. In connection therewith, the Original Purchaser agrees to use counsel reasonably acceptable to the Issuer. The Original Purchaser shall give to the Issuer prompt notice of any such suits or claims.

This indemnification shall be construed to limit recovery by the indemnified party against the Issuer to only those damages that are found to result from the negligence of the Issuer, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors or third party agents of the Issuer. This indemnification shall not be construed as a waiver of the Issuer's sovereign immunity and shall be limited to the extent described in Section 768.28, Florida Statutes. An action may not be instituted on an indemnification claim against the Issuer unless

the claimant presents the claim in writing to the Issuer's Risk Manager within three (3) years after such claim accrues or the Issuer's Risk Manager denies the claim in writing. For purposes of this Section 18, the requirements of notice to the Issuer's Risk Manager or denial of the claim are conditions precedent to maintaining an action but shall not be deemed to be elements of the cause of action and shall not affect the date on which the cause of action accrues. Notwithstanding any other provisions of this Section 18, the value of this indemnification including attorneys' fees and costs associated therewith, is limited to the maximum sum of \$200,000 as the result of all claims and judgments arising out of the same incident or occurrence, not to exceed the sum of \$300,000 for any claim or judgment or portions thereof, except with respect to an action arising from the invalidity of the ~~Series~~Replacement 2013 Note to the extent such invalidity is caused by an act or omission of the Issuer or is caused by the invalidity of this Resolution with respect to the Issuer.

The foregoing notwithstanding, nothing herein contained shall be construed and the Original Purchaser shall not have the right to compel the exercise of the taxing power of the Issuer in any form for the payment by the Issuer of its obligations, if any, hereunder.

The provisions of this Section shall survive the termination of this Resolution.

Section 19: *Events of Default; Remedies of Owner.* The following shall constitute "Events of Default:" (i) if the Issuer fails to make any payment of principal of or interest on the ~~Series~~Replacement 2013 Note or any other debt of the Issuer secured by a covenant to budget and appropriate Non-Ad Valorem Revenues as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the ~~Series~~Replacement 2013 Note (other than set forth in (i) above and other than the covenants and agreements in Section 17 hereof) and fails to cure the same within thirty (30) days following written notice thereof; (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for ninety (90) days undismissed or undischarged; (iv) the occurrence of an event of default with respect to any other indebtedness of the Issuer secured by a covenant of the Issuer to budget and appropriate Non-Ad Valorem Revenues which results in the acceleration of such indebtedness of the Issuer; (v) final judgment that one or more material provisions of this Resolution or the ~~Series~~Replacement 2013 Note is invalid, illegal or unenforceable in any respect; or (vi) final judgment for the payment of money in the amount of \$5,000,000 or more is rendered against the Issuer, and the Issuer is liable to pay such judgment pursuant to the provisions of Chapter 768, Florida Statutes or other applicable law, the payment of which would materially adversely affect the Issuer's ability to meet its obligations hereunder (it being agreed that, if insurance or adequate reserves are available to make such payment, such judgment would not materially affect the Issuer's ability to meet its obligation hereunder) and at any time after ninety (90) days from the entry thereof, unless

otherwise provided in the final judgment (a) such judgment shall not have been discharged, or (b) the Issuer shall not have taken and be diligently prosecuting an appeal therefrom and, to the extent that any final process or proceeding supplementary to enforce such judgment is lawfully available, such process or proceeding has not been stayed pending determination of such appeal.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the ~~Series~~Replacement 2013 Note may, in addition to any other remedies set forth in this Resolution or the ~~Series~~Replacement 2013 Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer.

Upon and during the continuance of an Event of Default, notwithstanding anything herein to the contrary, the Interest Rate shall adjust to the Default Rate as of the date of the occurrence. "Default Rate" means the lesser of (a) the maximum rate permitted by applicable law, and (b) the Prime Rate plus 3.00% per annum. "Prime Rate" means that index rate of interest which the Owner, from time to time announces as its prime rate, which rate is an index rate for guidance to loan officers and is not necessarily the best or lowest rate charged borrowing customers of the Owner, or if such rate is no longer announced, such comparable prime rate as shall be published in the *Wall Street Journal*.

In case of an Event of Default, upon written declaration of the Owner, the entire debt then remaining unpaid under the ~~Series~~Replacement 2013 Note shall be immediately due and payable.

The Issuer covenants and agrees to notify the Owner of any Event of Default it becomes aware of within ten (10) days of becoming aware of such Event of Default.

Section 20: *Severability*. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 21: *Business Days*. In any case where the due date of interest on or principal of a ~~Series~~Replacement 2013 Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

Section 22: *Applicable Provisions of Law*. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 23: Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinafter," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 24: Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 25: City Commission Members of the Issuer Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Resolution or the ~~Series~~Replacement 2013 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any City Commission member of the Issuer, as such, of the Issuer, past, present or future, either directly or through the Issuer it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Commission member of the Issuer, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such City Commission member of the Issuer, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the issuance of the ~~Series~~Replacement 2013 Note, on the part of the Issuer.

Section 26: Authorizations; Budget Adjustments.

(A) The Mayor and any member of the City Commission, the City Manager, the City Attorney, the City Clerk, the Director of Financial Services and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the ~~Series~~Replacement 2013 Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

(B) The Director of Financial Services or his designee is hereby authorized and empowered to make all budget adjustments to effectuate the intent of this Resolution.

Section 27: Intent to Reimburse. ~~The~~In the Original Resolution, the City Commission ~~hereby expresses~~expressed its intention ~~that the Issuer be and was~~ reimbursed from the proceeds of the ~~Series~~Original 2013 Note for costs relating to the Project. ~~Pending reimbursement, the~~The Issuer ~~expects to use~~used funds on deposit in the City's General Fund or

other appropriate fund or account to pay such costs. ~~This~~The Original Resolution is intended to constitute with respect to the Project a declaration of official intent for purposes of the Act.

Section 28: *Repealer.* All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 29: *No Third Party Beneficiaries.* Except such other persons as may be expressly described in this Resolution or in the ~~Series~~Replacement 2013 Note, nothing in this Resolution or in the ~~Series~~Replacement 2013 Note, expressed or implied, is intended or shall be construed to confer upon any person, other than the Issuer and the Owner, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, or of the ~~Series~~Replacement 2013 Note, all provisions thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be Owners.

Section 30: *Effective Date.* This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED this 8th day of June, 2016.

CITY OF TAMARAC, FLORIDA

(SEAL)

By: _____

Name: ~~Beth Talabisco~~Harry Dressler

Title: Mayor

ATTEST:

By: _____

Name: Patricia A. Teufel, CMC

Title: City Clerk

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

By: _____

Name: Samuel S. Goren

Title: City Attorney

EXHIBIT A**[FORM OF ~~SERIES~~REPLACEMENT 2013 NOTE]**

ANY OWNER SHALL, PRIOR TO BECOMING A REGISTERED OWNER, EXECUTE A LENDER'S CERTIFICATE IN THE FORM ATTACHED TO THE RESOLUTION (HEREIN DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH REGISTERED OWNER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

June 9, 2016

CITY OF TAMARAC, FLORIDA

CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2013 (TAXABLE)

(REPLACEMENT OF ORIGINAL NOTE)

KNOW ALL MEN BY THESE PRESENTS that the City of Tamarac, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of PNC Bank, National Association or registered assigns (hereinafter, the "Owner"), the principal amount outstanding hereunder (to be noted on *Schedule A* attached to this City of Tamarac, Florida Capital Improvement Revenue Note, Series 2013 (Taxable) (hereinafter, the "Series 2013 Note")) in accordance with the terms hereof and in the hereinafter defined Resolution), on the dates as hereinafter described, together with interest on the outstanding principal balance, taking into account any principal amounts previously repaid, at the Interest Rate defined herein, calculated on the basis of a 360-day year comprised of twelve 30-day months; provided, however, that such Interest Rate shall in no event exceed the maximum interest rate permitted by applicable law. Notwithstanding anything hereunder or in the Resolution to the contrary, no more than \$16,620,000 may be outstanding hereunder at any one time. "Interest Rate" means the Pre-Conversion (Taxable) Variable Interest Rate, the Post-Conversion (Taxable) Variable Interest Rate or the Post-Conversion (Taxable) Fixed Interest Rate, whichever is applicable in accordance with the terms hereof and in the Resolution. This Series 2013 Note shall have a final Maturity Date of October 1, ~~2022~~2022, unless earlier prepaid.

~~The Interest Rate from the date of each respective Advance until~~Until the automatic conversion on October 1, ~~2017 from the revolving line of credit mode to the term loan mode (the "Pre-Conversion (Taxable) Variable Interest Rate") is~~2017, Interest Rate on this Series 2013 Note shall accrue on the outstanding balance of this Series 2013 Note (taking into account any principal amounts previously repaid) at a variable interest rate equal to the One Month Libor

Rate plus 1.10% per annum. ~~The "One Month Libor Rate" is a fluctuating rate of interest equal to the one month London Interbank Offered Rate ("LIBOR") which appears on the Bloomberg Reporting Service (or, if such source is not available, such alternate source as determined by the Owner on the immediately preceding Business Day). The~~ (the "Pre-Conversion (Taxable) Variable Interest Rate"). The initial Pre-Conversion (Taxable) Variable Interest Rate will be ~~initially~~ established two (2) Business Days prior to the issuance of this Series 2013 Note. The Pre-Conversion (Taxable) Variable Interest Rate shall adjust on the first Business Day of every month thereafter, to the rate computed as of two (2) Business Days prior thereto, and remain fixed until the next monthly adjustment date.

Interest shall be payable to the Owner on each April 1 and October 1, commencing on ~~April~~October 1, ~~2014~~2016.

No principal payments on this Series 2013 Note are required while this Series 2013 Note bears interest at the Pre-Conversion (Taxable) Variable Interest Rate.

~~Prior to the date the hereinafter defined Resolution was last adopted, amounts repaid hereunder may be re-borrowed so long as the total principal amount of the Note outstanding, taking into account all combined advances which have not been repaid, does not exceed \$16,620,000. Notwithstanding anything herein to the contrary, no further draws thereunder shall be permitted.~~

Effective on October 1, 2017, this Series 2013 Note shall automatically convert into a term loan in a principal amount equal to the principal amount of this Series 2013 Note outstanding on September 30, 2017. On September 1, 2017 (the "Election Date"), the Director of Financial Services shall notify the Owner of this Series 2013 Note in writing as to which interest rate method it wants to apply to this Series 2013 Note during the term loan mode effective October 1, 2017, to be noted on **Schedule B** attached to this Series 2013 Note, and can choose either (i) or (ii): (i) the Post-Conversion (Taxable) Variable Interest Rate; or (ii) the Post-Conversion (Taxable) Fixed Interest Rate; provided, however, election of the Post-Conversion (Taxable) Fixed Interest Rate is subject to the written consent of the Owner of this Series 2013 Note, which consent may be based on the Issuer meeting conditions imposed by such Owner, including, without limitation, the Issuer being required to pay a penalty in the event of subsequent prepayment and/or to enter into an interest rate swap or similar agreement.

The "Post-Conversion (Taxable) Variable Interest Rate" means a variable interest rate equal to One Month Libor Rate plus 1.10% per annum. The Post-Conversion (Taxable) Variable Interest Rate, if elected, will initially be established two (2) Business Days prior to October 1, 2017. The Post-Conversion (Taxable) Variable Interest Rate shall adjust on the first Business Day of every month thereafter, to the rate computed as of two (2) Business Days prior thereto, and remain fixed until the next monthly adjustment date.

The "Post-Conversion (Taxable) Fixed Interest Rate" means a fixed interest rate, determined on the Election Date and which shall be determined by amendment to the Resolution in accordance with Section 13 thereof in accordance with the process described in Section 5(B)i. thereof.

The principal of a term loan relating to this Series 2013 Note shall be payable annually on each October 1, commencing on October 1, 2018. Upon conversion to a term loan, the Owner shall provide an amortization schedule to the Issuer and the Financial Advisor that, with the approval of the Director of Financial Services, such approval not to be unreasonably withheld, shall provide substantially level annual debt service payments based on an assumed 5-year amortization and an agreed upon assumed interest rate (which may be an assumed interest rate, taking into account an interest rate hedging program by the Issuer, in the case of a Post-Conversion (Taxable) Variable Interest Rate). Such amortization schedule shall be attached to this Series 2013 Note as *Schedule B*.

A final payment in the amount of the entire principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

Upon at least five (5) Business Days prior written notice from the Issuer to the Owner, so long as this Series 2013 Note bears interest at the Pre-Conversion or Post-Conversion (Taxable) Variable Interest Rate, this Series 2013 Note shall be subject to prepayment on any Monthly Adjustment Date (as defined in the Resolution) at the option of the Issuer in whole or in part at a price equal to the principal amount thereof to be prepaid, plus accrued interest to the date fixed for prepayment, without penalty. Upon the written direction of the Owner, prepayment in part shall be applied first against accrued and unpaid interest and then against scheduled payments of principal installments hereunder as designated by the Owner in writing.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day (as defined in the Resolution) the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Series 2013 Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

THIS SERIES 2013 NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS SERIES 2013 NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR USE OR APPLICATION OF AD VALOREM TAX REVENUES OF THE ISSUER FOR THE PAYMENT OF

THE PRINCIPAL OF AND INTEREST ON THIS SERIES 2013 NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Series 2013 Note is issued pursuant to the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the Issuer and Resolution R-2013-109 duly adopted by the Issuer on October 9, 2013, as amended and restated in its entirety by a resolution duly adopted by the Issuer on June 8, 2016 (collectively, the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default, are by this reference thereto incorporated herein as a part of this Series 2013 Note. Payment of the Series 2013 Note is secured by a pledge of and lien upon the Pledged Revenues, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

The Series 2013 Note shall initially be issued ~~as a revolving line of credit~~ in an amount ~~not equal~~ to exceed \$16,620,000 at any one time, taking into account any principal amounts previously repaid, which shall be subject to conversion to a term loan as described above, and the Issuer promises to pay the Owner interest on amounts outstanding from the date funds are drawn at the Interest Rate described above, but in no event shall it exceed the maximum interest rate permitted by applicable law. No principal payments on this Series 2013 Note are required while this Series 2013 Note bears interest at the Pre-Conversion (Taxable) Variable Interest Rate. The Issuer may make draws on this Series 2013 Note until and including the date that the Resolution was last adopted. Draws under this Series 2013 Note, unless an Event of Default, or event that with the giving of notice or the passage of time would constitute an Event of Default, then exists, may be made in the manner prescribed in the Resolution. Notwithstanding anything herein or in the Resolution to the contrary, the full amount of \$16,620,000 has been drawn as of the date hereof and no further Advances or draws hereunder or thereunder shall be permitted.

This Series 2013 Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Series 2013 Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Series 2013 Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Tamarac, Florida has caused this Series 2013 Note to be executed in its name by the manual signature of its Mayor and City Manager, attested by the manual signature of its City Clerk, and approved as to form by the manual signature of its City Attorney, and its seal to be impressed hereon, all as of this 9th day of June, 2016.

CITY OF TAMARAC, FLORIDA

(SEAL)

By: _____

Name: ~~Beth Talabisco~~Harry Dressler

Title: Mayor

By: _____

Name: Michael C. Cernech

Title: City Manager

ATTESTED AND COUNTERSIGNED

APPROVED AS TO FORM

By: _____

Name: Patricia A. Teufel, CMC

Title: City Clerk

By: _____

Name: Samuel S. Goren

Title: City Attorney

OUTSTANDING PRINCIPAL

25233/012/01117181.DOCXv1

SCHEDULE B

(To be completed at time of conversion to term mode)

PRINCIPAL AMORTIZATION SCHEDULE

(To come)

INTEREST RATE POST-CONVERSION

[Post-Conversion (Taxable) Variable Interest Rate: [N/A or describe formula]]

[Post-Conversion (Taxable) Fixed Interest Rate: [N/A or ____%]]

EXHIBIT B**FORM OF LENDER'S CERTIFICATE**

This is to certify that PNC Bank, National Association (the "Lender") has made a loan (the "Loan") to the City of Tamarac, Florida (the "Issuer"). The Loan is evidenced by the Issuer's Capital Improvement Revenue Note, Series 2013 dated June 9, 2016 (the "Note"). The Lender acknowledges that the Note is being issued to evidence a private direct loan and not as part of publicly offered municipal securities, and that the Issuer will not make a filing with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access repository. Any capitalized terms not otherwise defined herein shall have the meaning set forth in Resolution R-2013-109 duly adopted by the Issuer on October 9, 2013, as amended and restated in its entirety by a resolution duly adopted by the Issuer on June 8, 2016 (collectively, the "Resolution").

We are aware that investment in the Loan involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the repayment of the Loan is secured solely from the sources described in the Resolution (the "Loan Security").

We have made such independent investigation of the Loan Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our lending decision, we have relied upon the accuracy of information which has been provided to us by the Issuer and the Financial Advisor. We acknowledge that the Financial Advisor is not acting as a placement agent.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of the Loan and can bear the economic risk of our Loan.

The Lender has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the Loan and no inference should be drawn that the Lender, in the acceptance of said Note, is relying on Note Counsel or Issuer's Counsel as to any such matters other than the legal opinions rendered by Note Counsel, Bryant Miller Olive P.A., and by Issuer's Counsel, Goren, Cherof, Doody & Ezrol, P.A.

We acknowledge that we are making the Loan for our own account. We will not knowingly take any action to cause the Note to be characterized as a security issued by the Issuer.

We understand that the Loan is evidenced by the Note and the Note is issued in a single denomination equal to the aggregate principal amount of the Loan and may not be transferred

except in whole and will not be transferred to any kind of trust under any circumstances, and we further understand the Loan may not be transferred in denominations less than \$100,000 even in whole. The Note may only be sold to a Permitted Lender in whole, in a denomination of not less than \$100,000, with the Issuer's consent. "Permitted Lender" means any bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making Loan and is authorized to do business in the State of Florida.

We are not acting as a broker or other intermediary and are funding the Loan with our own capital and for our own account and not with a present view to a resale or other distribution to the public. We are a national bank.

This Certificate is furnished by us as Lender based solely on our knowledge on the day hereof and is solely for the benefit of the Issuer and may not be relied upon by, or published or communicated to, any other person without our express written consent. We disclaim any obligation to supplement this letter to reflect any facts or circumstances that may hereafter come to our attention.

DATED this 9th day of June, 2016.

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: Nick Ayotte

Title: Vice President, Public Finance

EXHIBIT C**FORM OF DISCLOSURE LETTER**

Following a competitive selection process and in response to the City's Request for Proposals dated August 9, 2013, the undersigned, as purchaser, proposes to negotiate with the City of Tamarac, Florida (the "Issuer") for the private purchase of its City of Tamarac, Florida Capital Improvement Revenue Note, Series 2013 (Taxable) (the "Series 2013 Note"), in the principal amount of ~~not to exceed~~ \$16,620,000, taking into account any principal amounts previously repaid. Prior to the award of the Series 2013 Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Bank") in connection with the issuance of the Series 2013 Note (such fees and expenses to be paid by the Issuer):

\$2,000

Bank's Counsel

Akerman ~~Senterfitt~~LLP

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Bank in connection with the issuance of the Series 2013 Note to any person not regularly employed or retained by the Bank (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Bank, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Bank, or to the knowledge of the Bank, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Bank or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2013 Note.

3. The amount of the underwriting spread expected to be realized by the Bank is \$0.

4. The management fee to be charged by the Bank is \$0.

5. Truth-in-Bonding Statement:

The Series 2013 Note is being issued primarily to finance and/or refinance the cost of acquisition and development or redevelopment of real property within the City to be used for

community development or redevelopment purposes, and various other capital improvements to public facilities owned by the City.

Unless earlier redeemed and assuming all proceeds of the Series 2013 Note are drawn on the date hereof, the Series 2013 Note is expected to be repaid by October 1, 2022; at an assumed interest rate of _____%, assuming all proceeds are drawn on the delivery day of the Series 2013 Note and further assuming an amortization schedule beginning after the conversion date of October 1, 2017 that approximates level annual debt service for 5-years (with no principal amortization assumed in the first four years), total interest paid over the life of the Series 2013 Note is estimated to be \$_____.

The Series 2013 Note will be payable solely from a covenant to budget and appropriate from Non-Ad Valorem Revenues sufficient to make such payments, appropriated and deposited as described in Resolution R-2013-109 duly adopted by the Issuer on October 9, 2013, as amended and restated in its entirety by a resolution duly adopted by the Issuer on June 8, 2016 (collectively, the "Resolution"). See the Resolution for a definition of Non-Ad Valorem Revenues. Based on the above assumptions, issuance of the Series 2013 Note is estimated to result in a maximum of approximately \$_____ of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Series 2013 Note.

6. The name and address of the Bank is as follows:

PNC Bank, National Association
420 South Orange Avenue
Suite 300
Orlando, Florida 32801

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Bank this 9th day of June, 2016.

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: Nick Ayotte

Title: Vice President, Public Finance

EXHIBIT D

FORM OF REQUISITION

City of Tamarac, Florida
Capital Improvement Revenue Note, Series 2013 (Taxable)

REQUISITION FOR PAYMENT

Amount Requested: \$ _____

Total Disbursements to Date Taking into

Account any Principal Amounts: \$ _____

Previously Repaid: \$(_____)

TOTAL: \$ _____

1. Unless otherwise noted, all capitalized terms herein shall have the meanings assigned to them in Resolution R-2013-109 duly adopted by ~~the~~ the City of Tamarac, Florida adopted on October 9, 2013 relating to the above-referenced Note (the "Resolution").

2. The Issuer hereby certifies that proceeds from this Requisition have been or will be used for Project Costs and has not been the basis of any previous disbursement.

3. The Issuer hereby certifies that no Event of Default, or event that with the giving of notice or the passage of time would constitute an Event of Default, exists.

[Remainder of page intentionally left blank]

4. Please wire the funds to **[WIRE INSTRUCTIONS TO BE SUPPLIED]**.

This ____ day of _____, 20__.

CITY OF TAMARAC, FLORIDA

By: _____

Title: Director of Financial Services

APPROVED BY:

PNC Bank, National Association, as Owner
of the Series 2013 Note

By: _____

Authorized Representative



Title - TR 12784 - Resolution authorizing the purchase of horticultural chemicals for grounds maintenance and aquatic weed control utilizing SE Florida Government Purchasing Cooperative Bid Number B-16-66.

A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate City Officials to select, approve and award the purchase of Horticultural Chemicals utilizing competitive procurement methods with prequalified vendors and current agreements available for cooperative purchase at the time of purchase, including, but not limited to, Southeast Florida Governmental Purchasing Cooperative Bid No. B-16-66 in the best interest of the City; authorizing an expenditure from the appropriate accounts not to exceed the approved budget for said purpose; effective upon approval through April 19, 2018; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12784 MEMO	5/23/2016	Cover Memo
▣ TR12784 Resolution	6/1/2016	Resolution
▣ TR 12784 EXHIBIT 1	5/23/2016	Exhibit
▣ TR 12784 EXHIBIT 2	5/23/2016	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT

TO: Michael C. Cernech, City Manager

DATE: May 19, 2016

THRU: Jack Strain, Director of Public
Services



FROM: Troy Gies, Budget and Contracts
Manager

RE: Temp. Reso. #12784 Horticultural
Chemical Purchase – Agenda June
8, 2016

Recommendation:

I recommend the City Commission authorize the purchase of horticultural chemicals for aquatic weed control and grounds maintenance; and authorize the appropriate City Officials to select, approve, and award the purchase of horticultural chemicals to prequalified vendors utilizing competitive procurement methods and current agreements available for cooperative purchase at the time of purchase including, but not limited to, the Southeast Florida Governmental Purchasing Cooperative Contract B-16-66 in the best interest of the City; and that this item be placed on the June 8, 2016 Commission Meeting Agenda.

Issue:

The purchase of horticultural chemicals for aquatic weed control and grounds maintenance utilizing competitive procurement methods with prequalified vendors and current agreements available for cooperative purchase at the time of purchase including, but not limited to, the Southeast Florida Governmental Purchasing Cooperative Contract B-16-66 in the best interest of the City.

Background:

Per the City of Tamarac's Strategic Goal #2, the City is committed to providing a Healthy Financial Environment, and per Strategic Goal #5, A Vibrant Community. To help achieve these goals, the City provides care and maintenance of the canals, waterways, parks, and other public spaces within the City.

Canals and Waterways: In addition to removing trash, debris and other impediments to the flow of stormwater, the City routinely applies horticultural chemicals in order to treat and prevent weed growth in canals and drainage areas. The potential for flooding is greatly reduced by keeping the canals and drainage areas free from excess plant growth. In addition, managing aquatic plant growth maintains the aesthetics of the waterways in a manner consistent with the standards of appearance that have been set.

Grounds Maintenance: The City maintains several sports fields and recreational areas at several City parks. The City utilized horticultural chemicals to control weed growth and to maintain healthy grass and turf year-round.

The City has been purchasing horticultural chemicals from the Southeast Florida Governmental Purchasing Cooperative Contract in recent years and has determined the quality of vendors, availability of chemicals and costs are advantageous to the City. Based upon historical trends, it is likely the City will spend more than \$65,000 with one or more vendors.

The Town of Davie, acting as the "Lead Agency" for the Southeast Florida Governmental Purchasing Cooperative, awarded Bid B-16-66 to multiple vendors effective April 20, 2016 through

April 19, 2018. The lowest responsive and responsible bidders for each item were identified and can be found in Attachment A to Exhibit 1 to TR 12784.

The City also may seek out competitive quotes from prequalified vendors for chemicals that are not part of the Cooperative Contract or are not available from a designated vendor at the time of purchase; such purchases will adhere to the City's Ordinances and Purchasing Policies. Per City Policy and Code, the City Commission must approve purchases of supplies and materials in excess of \$65,000.

The City of Tamarac Public Services staff shall maintain a list of prequalified vendors for the purchase of horticultural chemicals to be utilized concurrently with the effective term of the Cooperative Bid B-16-66. Prequalification shall be granted or revoked by Public Services staff in cooperation with Purchasing and Contracts Division staff; and shall be based on proper vetting of potential vendors. Such vetting shall take into consideration past experience with the vendor and shall incorporate other factors including, but not limited to, competitive pricing, availability of the product, quality of product, and vendor's capability to provide timely fulfillment of orders.

Approval of this proposed Resolution will allow the City to continue a practice that has proven effective, and allow City staff to obtain necessary supplies and services in a timely manner.

In FY 2015 the Stormwater and Grounds Maintenance Divisions purchased horticultural chemicals from various vendors utilizing the CO-OP Contract and competitive quotes:

Vendor	Amount
Helena Chemical Co., Inc.	\$ 64,276.40
Winfield Solutions	63,433.61
Crop Production Services	64,343.00
Red River Specialties	36,224.00
John Deere Company	17,811.07
Total Amount	\$ 246,088.08

Out of an abundance of caution, and based on year-to-date spending, City staff are requesting the City Commission approve expenditures in excess of \$65,000 for the purchase of horticultural chemicals for the purpose of controlling aquatic weeds utilizing the Cooperative Contract or competitive quotes per the City's Ordinances and Purchasing Policies. The vendors to be utilized shall include, but are not limited to, the vendors awarded the Cooperative Bid B-16-66 and various other contractors utilized in the past (see below):

Designated Vendors Awarded Contract via Bid No. B-16-66

Helena Chemical Co., Inc.
SiteOne Landscape Supply
Diamond R Fertilizer Co., Inc.
Howard Fertilizer and Chemical

Prequalified Vendors

Winfield Solutions
Crop Production Services
Red River Specialties
John Deere Company
Lesco, Inc.
Harrels, Inc.

As previously stated in this memo, the Bid No. B-16-66 does not include all chemicals used for turf maintenance and aquatic weed control. In addition, the City has experienced times where the designated vendors do not have the chemicals in stock at the time they are needed. The City will utilize the designated vendors whenever possible and in the best interest of the City. Non-designated vendors will only be used for off-contract chemicals and when contract chemicals are not available from any designated vendor at the time of ordering.

Fiscal Impact

The Fiscal Year 2016 Adopted Budget includes \$230,660.00 for the Stormwater Division in Account Number 410-5050-538.52-07 and \$38,200 for the Grounds Maintenance Division in Account 001-5090-541.52-07 for the purchase of horticultural chemicals.

The projected aggregate expenditure for horticultural chemicals for Fiscal Years 2016 and 2017 is estimated to not exceed \$268,860.00 and \$281,350.00, respectively.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO SELECT, APPROVE AND AWARD THE PURCHASE OF HORTICULTURAL CHEMICALS UTILIZING COMPETITIVE PROCUREMENT METHODS WITH PREQUALIFIED VENDORS AND CURRENT AGREEMENTS AVAILABLE FOR COOPERATIVE PURCHASE AT THE TIME OF PURCHASE, INCLUDING, BUT NOT LIMITED TO, SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE BID NO. B-16-66; AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS NOT TO EXCEED THE APPROVED BUDGET FOR SAID PURPOSE; EFFECTIVE UPON APPROVAL THROUGH APRIL 19, 2018; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is responsible for treating canals and drainage areas within the City to protect against flooding and to enhance the aesthetic appeal of the City's waterways; and

WHEREAS, an excess of aquatic vegetation may impede water flow and drainage and is not consistent with the standards of appearance which have been set; and

WHEREAS, the City is responsible for maintaining athletic fields and recreation areas within City parks; and

WHEREAS, application of horticultural chemicals is an effective means to treat and prevent excessive growth of aquatic plants in canals and drainage areas and maintain healthy grass and turf in City parks and athletic fields; and

WHEREAS, the City of Davie, acting as lead agency for the Southeast

Governmental Purchasing Cooperative (“CO-OP”) awarded Contract B-16-66 to the lowest responsive responsible bidders for each item, a copy of the CO-OP Contract B-16-66 is hereto attached as Exhibit “1”; and

WHEREAS, it is a cost-effective and efficient means to utilize cooperative purchase agreements for supplies and materials purchased in various quantities and in varying frequencies; and

WHEREAS, the City shall maintain a list of prequalified vendors for the purpose of purchasing horticultural chemicals not available via the CO-OP Bid No. B-16-66 at the time of purchase, a copy of current prequalified vendors is hereto attached as Exhibit “2”; and

WHEREAS, said prequalification shall be granted or revoked by the City of Tamarac Public Services Staff and Purchasing and Contracts Division Staff, and shall be based on proper vetting of potential vendors, and shall take into consideration past experience with the vendor and shall incorporate other factors including, but not limited to, competitive pricing, availability of the product, quality of product, and vendor’s capability to provide timely fulfillment of orders; and

WHEREAS, prequalification of vendors shall be valid concurrent with the effective term of CO-OP Bid No. B-16-66 through April 19, 2018; and

WHEREAS, approval and award of competitive procurement methods with prequalified vendors, if utilized, shall be subject to City Manager and/or City Commission approval per City of Tamarac Code §6-145; and

WHEREAS, the Director of Public Services, Director of Financial Services, and Purchasing and Contracts Manager have determined that it is in the City’s economic interests to purchase horticultural chemicals utilizing competitive procurement methods and

current agreements available for cooperative purchase at the time of purchase, including, but not limited, CO-OP Bid No. B-16-66; and

WHEREAS, it is in the best interest of the City to authorize the appropriate City officials to select, approve, and award the most cost effective procurement method utilizing competitive procurement methods with prequalified vendors and current agreements available for cooperative purchase at the time of purchase including, but not limited to, the Southeast Florida Cooperative Purchasing Group Bid No. B-16-66, whichever is in the best interest of the City; and

WHEREAS, the CO-OP Contract B-16-66 with multiple vendors for Horticultural Chemicals has favorable pricing, terms, and conditions, which was awarded on April 20, 2016 and is valid through April 19, 2018; and

WHEREAS, funds are available in the General Fund and the Stormwater Fund for the purchase of horticultural chemicals; and

WHEREAS, City Commission approval is required for expenditures in excess of the State of Florida threshold for Category Three as defined in the F.S. §287.017(3), currently set at \$65,000 per City of Tamarac Code §6-145; and

WHEREAS, the Director of Public Services and the Purchasing Contracts Manager chose to utilize available contracts awarded by the CO-OP for Horticultural Chemicals as provided by City Code Section 6-148 (d) which allows for the participation in contracts awarded under a cooperative purchasing program; 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 authorize purchase of horticultural chemicals utilizing competitive procurement methods and current

agreements available for cooperative purchase at the time of purchase.

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

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

SECTION 2: The purchase of horticultural chemicals in quantities needed utilizing competitive procurement methods and current agreements available for cooperative purchase at the time of purchase is hereby authorized.

SECTION 3: The appropriate City Officials are hereby authorized to select, approve, and award the most cost effective procurement method utilizing competitive procurement methods and current agreements available for cooperative purchase at the time of purchase including, but not limited to, the Southeast Florida Cooperative Purchasing Group, or pre-qualified vendors through a competitive quotation process, whichever is in the best interest of the City, and to take all steps necessary to effectuate the intent of this Resolution.

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 _____, 2016.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL GOREN
CITY ATTORNEY



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable gray boxes and submit with bid documents and applicable award notices and tabulations to lpiper@myboca.us for placement on the NIGP SE FL Florida Website Coop Contract page.

BID/RFP NO.: B-16-66

DESCRIPTION/TITLE: Horticultural Chemicals

INITIAL CONTRACT TERM: 2 year 4/20/16 – 4/19/18

RENEWAL TERMS OF CONTRACT: NONE
(Number of renewals) (period of time)

SECTION #1 - VENDOR AWARD

Vendor Name: Helena Chemical Company
Vendor Address: P.O. Box 1758 Dade City, FL 33526-1758
Contact: Misti Hurtt
Phone: 352-521-3538 **Fax:** 352-567-2083
Cell/Pager: **Email Address:** hurttm@helenachemical.com
Website: <http://www.helenachemical.com/>
FEIN: 71-0293688

Vendor Name: SiteOne Landscape Supply
Vendor Address: 2060 Tigertail Blvd. Ste A Dania Beach, FL 33004
Contact: Molly M. Vorous
Phone: 800-321-5325 x 2550 **Fax:** 248-581-1433
Cell/Pager: **Email Address:** bids@siteone.com
Website: www.siteone.com
FEIN: 36-4485550

Vendor Name: Diamond R Fertilizer Co., inc.
Vendor Address: 4100 Glades Cutoff Road Fort Pierce, FL 34981
Contact: Thom Chester
Phone: 772-201-0099 **Fax:** 772-464-9308
Cell/Pager: **Email Address:** thomchester@comcast.net
Website: <http://www.diamond-r.com/>
FEIN: 59-0593514

Vendor Name: Howard Fertilizer and Chemical TR 12784 - Exhibit 1
Vendor Address: 8306 S. Orange Ave Orlando, FL 32809
Contact: Natasha Martinez
Phone: 561-410-0481 Fax: 561-455-7563
Cell/Pager: Email Address: nmartinez@howardfert.com
Website: www.howardfert.com
FEIN: 59-0788131

SECTION #2 – AWARD/BACKGROUND INFORMATION

Award Date: 04/20/16 Resolution/Agenda Item No.R-2016-078
Insurance Required: No
Performance Bond Required: No

SECTION #3 - LEAD AGENCY

Agency Name: Town of Davie
Agency Address: 6591 Orange Drive Davie, FL 33314
Agency Contact: Brian K. O'Connor
Telephone: 954-797-1016 Facsimile: 954-797-1049
Email: boconor@davie-fl.gov



Town of Davie
Budget & Finance/Purchasing Division
AWARD RECOMMENDATION / INTENT TO AWARD

To: Mr. Mark E. Collins, Public Work and Capital Projects Director

From: **Procurement Manager** Brian K. O'Connor, C.P.M.

Date: 14-Mar-16

RFP/ITB #: B-16-66 Item/Service: Horticultural Chemicals

Attached are apparent low bid(s) and a tabulation for subject items/services requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Purchasing Division as soon as possible.

1. PROCUREMENT COMMENTS:

2. RECOMMENDATION:

A. Which bids do you recommend? I recommend awarding the bid to the companies who responded with the lowest bid.

B. Does this meet specifications as per your request and as advertised?

YES ☒
 NO ☐

If No, is the variance considered: MINOR or MAJOR

Explain:

C. Is the recommendation the lowest bid received? YES ☒ NO ☐

D. List the bids that are low but which you believe DO NOT meet specifications and list reasons why each does not meet specifications; please attach a memorandum of explanation to this form if necessary.

(attach an additional sheet if further comment or explanation is required)

PRINT NAME Mark E. Collins
 Department Director or designee

SIGNATURE Brian K. O'Connor
 Procurement Manager

SIGNATURE Mark E. Collins

DATE 3/30/16

DATE 03/25/16

SIGNATURE
 Risk Manager (if required)

DATE

3. PROCUREMENT ACTION/RECOMMENDATION(S):

The Purchasing Division has reviewed all submittals and recommends award to the lowest, responsive, responsible bidder(s) which are Helena Chemical Company, Diamond Fertilizer Co., Inc., Howard Fertilizer and Chemical, SiteOne Landscape Supply and Helena Chemical Company.

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PURCHASING DIVISION FOR ALL AWARD RECOMMENDATIONS OF \$25,000.00 AND ABOVE.

FOR AWARD RECOMMENDATIONS REQUIRING COUNCIL APPROVAL, SUBMIT THIS FORM NO LATER THAN THREE (3) WEEKS PRIOR TO THE PUBLISHED COUNCIL AGENDA ITEM DEADLINES FOR PURCHASING ITEMS.

CATEGORY A (SELECTIVE HERBICIDES)

ITEM	DESCRIPTION	Preferred Packaging	UNIT	Diamond Fertilizer Co. Inc	Howard Fertilizer and Chemical	SiteOne Landscape Supply	Helena Chemical CO. *
1	Item 1: Drive XL88 selective herbicide for the control of many broadleaf and grass weeds.	1/2 gal. containers	1/2 gal	\$ 57.00	\$ 31.42	\$ 71.68	\$ 60.00
2	Item 2: Rodeo. A selective herbicide used in the control of weeds. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	2 1/2 gal. container	2 1/2 gal	No Bid	No Bid	No Bid	\$ 18.98
3	Item 3: Sencor turf label or approved equal. A selective herbicide used in the control of goosegrass and some broadleaf weeds.	5 lb. container	lb	\$ 19.80	\$ 74.88	\$ 77.94	\$ 71.99
4	Item 4: Roundup ProMax. A non-selective herbicide used for the control or destruction of most herbaceous plants. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	1.67 gal container	gal	\$ 30.00	\$ 24.49	\$ 33.32	\$ 32.90
5	Item 5: Roundup ProMax. A non-selective herbicide used for the control or destruction of most herbaceous plants. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT. NOTE: Same as above item but different packaging	30 gal drum	gal	\$ 28.40	\$ 23.29	\$ 28.68	\$ 30.00
6	Item 6: Ranger Pro. A complete broad-spectrum postemergence professional herbicide for industrial, turf, and ornamental weed control. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT	2 1/2 gal. container	gal	\$ 13.98	\$ 10.60	No Bid	\$ 12.00
7	Item 7: Ranger Pro. A complete broad-spectrum postemergence professional herbicide for industrial, turf, and ornamental weed control. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT. NOTE: Same as above item but different packaging	30 gal	gal	\$ 13.50	\$ 10.05	No Bid	\$ 11.50
8	Item 8: Garlon 3A or approved equal. A selective herbicide used for the control of weeds.	2.5 gal	gal	No Bid	\$ 82.94	\$ 56.30	\$ 52.33
9	Item 9: 2,4-D or approved equal. A selective herbicide used for the control of many broadleaf weeds.	2.5 gal	gal	\$ 13.98	\$ 14.39	\$ 19.74	\$ 13.00

10	Item 10: Three-Way or approved equal. Broad spectrum weed killer used for the control of weeds in Bermuda grass.	2.5	gal	\$ 23.10	\$	24.00	\$	24.42	\$	35.19
11	Item 11: Image or approved equal. A selective herbicide for use on Bermuda grass.	11.43oz	11.43oz	No Bid	\$ 103.86	\$	116.92	\$	109.00	
12	Item 12: Surflan or approved equal. A selective herbicide for use in controlling most annual grass and certain broadleaf weeds.	2.5 gal	gal	\$ 54.20	\$ 30.40	\$	45.54	\$	44.00	
13	Item 13: Ronstar granular or approved equal. A selective herbicide for use on Bermuda and St. Augustine grass.	50 lb bag	lb	\$ 1.25	\$ 1.50	\$	1.39	\$	1.45	
14	Item 14: Barricade or approved equal. A selective herbicide used for the control of weeds.	10 lb bag	lb	\$ 9.85	\$ 20.50	\$	9.62	\$	8.66	
15	Item 15: Basagran or approved equal. A selective herbicide used for the post emergence control of many broadleaf weeds.	1 gal container	gal	No Bid	\$ 87.96	\$	79.36	\$	95.00	
16	Item 16: Pre-M or approved equal. Pre-emergent weed killer used for the control of weeds in Bermuda grass.	2.5 gal	gal	\$ 28.20	\$ 34.09	\$	28.02	\$	34.38	
17	Item 17: Pre-M or approved equal. Pre-emergent weed killer used for the control of weeds in Bermuda grass.	40 lb bag	lb	No Bid	No Bid	\$	0.29	\$	1.40	
18	Item 18: Reward (formerly diquat) or approved equal. A selective herbicide used for the control of many aquatic weeds.	2.5 container	gal	\$ 52.00	\$ 79.00	\$	47.44	\$	40.00	
19	Item 19: Sedgehammer or approved equal. Selective herbicide used for the control of nutsedge and other weeds in turfgrass.	1 1/3 oz container	1 1/3 oz	\$ 69.70	\$ 57.71	\$	64.39	\$	78.54	
20	Item 20: Solitaire or approved equal. Selective weed control in turf including residential, commercial and institutional lawns, athletic fields, commercial sod farms, golf courses, and other non-crop sites.	1 lb	1 lb	\$ 112.25	\$ 107.11	\$	129.70	\$	105.00	
21	Item 21: Trimec Plus or approved equal. A selective herbicide.	2.5 gal container	gal	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	

22	Item 22: Finale or approved equal. A non-selective water soluble herbicide for application as a foliar spray for control of a broad spectrum of emerged annual and perennial grass and broadleaf weeds.	2.5 gal container	gal	No Bid	\$	55.06	\$	63.26	\$	54.09
23	Item 23: Pendulum 3.3 EC or approved equal. A selective herbicide for control of most annual grasses and certain broadleaf weeds in non-cropland areas.	2.5 gal container	gal	\$	28.20	\$	34.09	\$	28.07	34.38
24	Item 24: Dismiss or approved equal. A selective weed control in turf sites including residential and institutional lawn, athletic fields, commercial sod farms, golf course fairways and roughs.	6 oz bottle	6 oz bottle	\$	67.80	\$	50.80	\$	68.71	64.58
25	Item 25: Dismiss South or approved equal. A selective weed control in turf sites including residential and institutional lawn, athletic fields, commercial sod farms, golf course fairways and roughs. For use on warm season turfgrass, excluding St. Augustine.	6 oz bottle	6 oz bottle	\$	170.28	\$	159.39	\$	172.80	157.50
26	Item 26: Revolver or approved equal. A herbicide for the control of annual and perennial grasses in bermudagrass, zoysiagrass, and buffalograss.	87 oz container	87 oz container	No Bid		\$	6.44	\$	6.44	6.44
27	Item 27: Certainty or approved equal. A selective herbicide for the control of annual and perennial grasses and broadleaf weeds in highly managed turf sites.	1.25 oz bottle	1.25 oz bottle	\$	67.20	\$	61.79	\$	65.13	70.91
28	Item 28: Cutless 0.33G or approved equal. A systemic landscape growth regulator for terminal growth suppression in woody ornamental plants and perennial ground covers, resulting in a more compact growth form and reduced trimming.	21 lb bucket	lb	\$	6.90	\$	5.83	\$	6.92	6.27
29	Item 29: Hydrothol 191 or approved equal. A liquid concentrate soluble in water that is a highly effective aquatic herbicide and algicide.	2.5 container	gal	No Bid		No Bid	\$	86.58	\$	71.69

30	Item 30: Snapshot 2.5 TG or approved equal. A selective preemergence herbicide for control of certain broadleaf weeds and annual grasses.	50 lb. bags	lb	\$ 1.41	\$ 1.62	\$ 1.52	\$ 1.71
31	Item 31: Ronstar Flo or approved equal. Preemergence herbicide for the control of annual grasses and broadleaf weeds in turf and ornamentals.	2 1/2 gal containers	gal	\$ 155.00	\$ 155.00	\$ 165.00	\$ 165.00
32	Item 32: Pennant Magnum or approved equal. Weed control in nurseries, turf, and landscape plantings.	1 gal. containers	gal	\$ 209.20	\$ 182.93	\$ 212.58	\$ 171.11
33	Item 33: Tribute or approved equal. Weed control in nurseries, turf, and landscape plantings.	6 oz. bottles	6 oz. bottles	No Bid	\$ 332.42	\$ 332.42	\$ 332.42
34	Item 34: Sureguard or approved equal. Weed control in nurseries, turf, and landscape plantings.	1 lb. containers	lb	\$ 141.55	\$ 141.55	\$ 176.55	\$ 139.00
35	Item 35: Celsius WG or approved equal. For control of annual and perennial broadleaf weeds and grasses in warm season turf.	10 oz. bottles	10 oz. bottles	No Bid	\$ 96.20	\$ 96.20	\$ 96.20
36	Item 36: Quicksilver T & O or approved equal. For control of broadleaf weeds and silvery thread moss in turfgrass.	8 oz. bottles	8 oz. bottles	\$ 145.00	\$ 99.13	\$ 135.49	\$ 126.00
37	Item 37: Roundup Quik Pro or approved equal. A non-selective herbicide used for the control or destruction of most herbaceous plants.	8 oz. bottles	8 oz. bottles	\$ 58.00	\$ 58.00	\$ 71.41	\$ 60.00

CATEGORY B (INSECTICIDES/PESTICIDES)

SALES ORDER INFORMATION									
ITEM	DESCRIPTION			UNIT	Diamond Fertilizer Co. Inc	Howard Fertilizer and Chemical	SiteOne Landscape Supply	Helena Chemical CO. *	
		Preferred Packaging							
1	Item 1: Orthene .97 or approved equal. An insecticide used for the control of mole crickets.	7.73 lb. bag		lb	\$ 6.22	\$ 8.99	\$ 10.64	\$ 12.12	
2	Item 2: Sevin SL or approved equal. An insecticide used for the control of sod webworms, armyworms, grassloopers, white grubs and billbugs	2 ½ gal. container		gal	\$ 44.90	\$ 36.50	\$ 41.12	\$ 33.50	
3	Item 3: Top Choice mole cricket bait. An insecticide used for the control of Southern Chinch Bugs, sod webworms, armyworms, grassloopers and mole crickets. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	50 lb. bag		lb	\$ 1.65	\$ 2.75	\$ 2.75	\$ 2.50	

4	Item 4: Merit W/SPor approved equal. Wettable powder for foliar and systemic insect control in turfgrass, landscape ornamentals and plantscapes	2 oz. containers	oz	\$ 2.44	\$ 13.05	\$ 3.22	\$ 13.50
5	Item 5: Cygon or approved equal. Used for the control of insects.	2 1/2 gal. containers	gal	\$ 49.69	No Bid	No Bid	No Bid
6	Item 6: Demand CS or approved equal. Insecticide used for the control of adult mole crickets in turfgrass.	1 qt. container	container	\$ 57.80	\$ 96.01	\$ 113.37	No Bid
7	Item 7: Talstar or approved equal. Flowable Insecticide/miticide for agricultural and commercial uses.	1 gal. container	container	\$ 28.35	\$ 32.22	\$ 30.05	\$ 32.76
8	Item 8: Talstar granular or approved equal. Granular insecticide/miticide for agricultural and commercial uses.	50 lb. bags	lb	No Bid	\$ 0.42	\$ 0.18	\$ 0.86
9	Item 9: Triple Crown Golf or approved equal. For use to control pests on golf courses.	1 gal. cont.	gal	\$ 195.00	\$ 210.00	\$ 210.00	\$ 210.00
10	Item 10: Merit 0.5G granular or approved equal. Granular systemic insect control in turfgrass and landscape ornamentals.	30 lb. bags	lb	\$ 0.87	\$ 0.72	\$ 1.14	\$ 0.93
11	Item 11: Dylox 6.2 granular or approved equal. Granular control of white grubs, mole crickets, sod webworms and cutworms, and other pests of turfgrass	30 lb. bags	lb	No Bid	\$ 1.24	\$ 1.39	\$ 1.19
12	Item 12: Avid 0.15EC or approved equal. For control of leafminers and mites and suppression of aphids, whiteflies, and thrips on ornamental plants.	1 gal. containers	gal	\$ 175.00	\$ 595.00	\$ 595.00	\$ 595.00
13	Item 13: Cross Check Plus or approved equal. To control pests indoor and outdoors on residential, institutional, and public areas.	1 gal. containers	gal	\$ 28.35	\$ 27.00	\$ 30.05	No Bid
14	Item 14: Acephate or approved equal. To control mole crickets.	1 lb. containers	lb	\$ 8.75	\$ 7.83	\$ 9.33	No Bid
15	Item 15: Arena . To control cut worms and mole crickets. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	40 oz. containers	oz	\$ 5.47	\$ 13.67	\$ 13.67	\$ 1.70
CATEGORY C (FUNGICIDES)							
ITEM DESCRIPTION		Preferred Packaging	UNIT	Diamond Fertilizer Co. Inc	Howard Fertilizer and Chemical	SiteOne Landscape Supply	Helena Chemical CO. *

1	Item 1: Daconil wether stick or approved equal. Fungicide used for the control of diseases in turf grass.	2 1/2 gal. container	gal	\$	36.30	\$	61.00	\$	61.00	\$	36.75
2	Item 2: Subdue or approved equal. Fungicide used to control pythium blight and pythium root rot.	1 gal. container	gal	\$	364.00	\$	515.00	\$	515.00	\$	515.00
3	Item 3: Mancozeb or approved equal. Used for the control of fungus and algae.	2 1/2 gal. container	gal	\$	43.60	\$	29.44	\$	21.18	No Bid	
4	Item 4: Alliette powder or approved equal. Used for the control of fungus and algae.	5 lb. container	lb	\$	15.04	\$	25.61	\$	33.66	\$	25.34
5	Item 5: Armada or approved equal. For control of certain foliar, stem, and root diseases of turfgrass.	3 oz. container	oz	No Bid		\$	2.72	\$	3.04	No Bid	
6	Item 6: Eagle 20EW. A systemic protectant and curative fungicide for disease control in established turfgrass, landscape ornamentals, and greenhouse and nursery ornamentals. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	1 pint container	pt	No Bid		\$	31.19	\$	31.75	\$	32.16
7	Item 7: Fore 80WP. A fungicide used on golf courses. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	1.5 lb. container	lb	\$	5.25	\$	28.17	\$	35.06	\$	8.09
8	Item 8: Heritage TL. A broad spectrum fungicide for control of plant disease. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	1 gal. container	gal	No Bid		\$	509.00	\$	509.00	\$	509.00
9	Item 9: Insigni or approved equal. A broad spectrum fungicide for control of plant disease.	5 gal. container	gal	No Bid		\$	1,574.40	\$	1,092.00	No Bid	
10	Item 10: Caravan G or approved equal. For systemic control of both insect pests and diseases with one product applied to turf grasses on residential lawns and commercial grounds	5 gal. container	gal	No Bid		\$	1.63	\$	1.90	\$	1.58
11	Item 11: Chlorothalonil or approved equal. For control of diseases in turf grass.	2.5 gal. container	gal	\$	36.30	\$	38.89	\$	76.00	\$	36.75
12	Item 12: Thiophanate-methyl or approved equal. For prevention and control of diseases in turf grass.	2.5 gal. container	gal	\$	53.80	\$	72.50	\$	62.98	No Bid	
13	Item 13: Propiconazole or approved equal. Broad spectrum and systemic disease control for turf.	2 gal. container	gal	\$	63.90	\$	57.50	\$	97.00	No Bid	

14	Item 14: Pro Star 70 WDG. Systemic fungicide to control fairy ring, brown patch. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	3 lb. container	lb	No Bid	\$ 53.25	\$ 59.72	No Bid
15	Item 15: Bayleton 50. Systemic fungicide to control fairy ring, dollar spot, and brown patch. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	5.5 lb. container	lb	No Bid	\$ 79.96	\$ 101.74	\$ 56.32

CATEGORY D (FIRE ANT APPLICATIONS)

ITEM	DESCRIPTION	Preferred Packaging	UNIT	Diamond Fertilizer Co. Inc	Howard Fertilizer and Chemical	SiteOne Landscape Supply	Helena Chemical CO. *
1	Item 1: Amdro or approved equal. Insecticide used in the control of fire ants.	25 lb. bag	lb	\$ 5.40	\$ 10.29	\$ 13.28	\$ 11.70
2	Item 2: Amdro or approved equal. Insecticide used in the control of fire ants. NOTE: Same as above item but different packaging.	3 lb. bag	lb	\$ 5.98	No Bid	\$ 13.37	No Bid
3	Item 3: Logic/Award or approved equal. Insecticide used in the control of fire ants.	25 lb. bag	lb	No Bid	\$ 9.91	\$ 11.51	\$ 9.46
4	Item 4: Advion fire ant bait or approved equal. For control of imported fire ants, bighanded ants, and pavement ants on lawns, recreational areas, golf courses, and other noncrop/no grazed areas.	12 lb bags	lb	\$ 112.00	\$ 11.42	\$ 13.41	\$ 10.46

CATEGORY E (WETTING AGENTS)

ITEM	DESCRIPTION	Preferred Packaging	UNIT	Diamond Fertilizer Co. Inc	Howard Fertilizer and Chemical	SiteOne Landscape Supply	Helena Chemical CO. *
1	Item 1: A generic wetting agent used to increase water efficiency. Product may not contain any alcohol or petroleum and must have a low photo toxicity	2 1/2 gal. container	gal	No Bid	\$ 41.77	\$ 26.52	\$ 62.82
2	Item 2: A generic wetting agent in granular form used to increase water efficiency. Product may not contain any alcohol or petroleum and must have a low photo toxicity.	50 lb. bags	lb	\$ 1.20	\$ 2.00	\$ 1.41	\$ 1.77

CATEGORY F (TRACKERS)

ITEM	DESCRIPTION	Preferred Packaging	UNIT	Diamond Fertilizer Co. Inc	Howard Fertilizer and Chemical	SiteOne Landscape Supply	Helena Chemical CO. *
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1	Item 1: An additive to herbicide or turf chemicals used to highlight areas that have been sprayed. Non-hazardous, non-toxic. No special compounds are required. Normal mixture calls for a ratio of 16 oz. per 100 gal. of liquid.	2 1/2 gal. container	gal	No Bid	\$ 38.77	\$ 16.16	No Bid
2	Item 2: An additive to herbicide or turf chemicals used to highlight areas that have been sprayed. Non-hazardous, non-toxic. No special compounds are required. Normal mixture calls for a ratio of 16 oz. per 100 gal. of liquid. NOTE: Same as above item but different packaging.	1 gal. container	gal	No Bid	No Bid	\$ 16.16	\$ 15.20

CATEGORY G (SPREADER/STICKER)

ITEM	DESCRIPTION	Preferred Packaging	UNIT	Diamond Fertilizer Co. Inc.	Howard Fertilizer and Chemical	SiteOne Landscape Supply	Helena Chemical CO.
1	Item 1: A biodegradable liquid non-ionic surface active agent used as a wetting agent and soil penetrant.	2 1/2 gal. container	gal	No Bid	\$ 7.50	\$ 12.72	\$ 35.15
2	Item 2: Methylated Spray Oil or approved equal. Modified vegetable oil concentrate.	2 1/2 gal. container	gal	\$ 14.90	\$ 23.39	\$ 14.92	\$ 16.35

CATEGORY H (DEFOAMERS)

ITEM	DESCRIPTION	Preferred Packaging	UNIT	Diamond Fertilizer Co. Inc.	Howard Fertilizer and Chemical	SiteOne Landscape Supply	Helena Chemical CO.
1	Item 1: Foam bustler or approved equal. A silicone defoamer for use in aqueous solutions.	1 qt. container	qt.	No Bid	\$ 8.00	\$ 6.94	No Bid

RESOLUTION NO. R-2016-078

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR HORTICULTURAL CHEMICALS AND SELECTING HELENA CHEMICAL COMPANY, HOWARD FERTILIZER AND CHEMICAL, SITEONE LANDSCAPE SUPPLY, AND DIAMOND R. FERTILIZER COMPANY, INC. TO PROVIDE HORTICULTURAL CHEMICALS TO TOWN OF DAVIE IN ACCORDANCE WITH TOWN OF DAVIE SOUTHEAST FLORIDA COOPERATIVE BID NUMBER B-16- 66.

WHEREAS, the Town is in need of horticultural chemicals for various projects; and

WHEREAS, the Town, acting as lead agency for the Southeast Florida Cooperative Purchasing Group, solicited sealed bids for such horticultural chemicals; and

WHEREAS, after review, the Town Council wishes to accept the bid from the lowest responsive and responsible bidder for each item.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the bid from the lowest responsive and responsible bidder for each item for the supply of horticultural chemicals in accordance with unit prices identified in Bid Tabulation.

SECTION 2. The Town Council hereby authorizes the expenditure from the operating budget of each using department.

SECTION 3. The initial contract term is two (2) years

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 20th DAY OF April, 2016.


MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 20th DAY OF April, 2016.



TOWN OF DAVIE PROCUREMENT AUTHORIZATION FORM

ITEM DESCRIPTION (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)

HORTICULTURAL CHEMICALS - THE TOWN ACTS AS
LEAD AGENCY FOR THE SE FLORIDA COOPERATIVE
PURCHASING GROUP FOR THIS CONTRACT.

METHOD OF PROCUREMENT (mark the one that applies)

- ☒ Open Competitive Bidding ☐ Sole Source ☐ Single Source ☐ Co-Op Bid Number _____
☐ Piggyback on Contract Number (including name of entity) _____
☐ Request for Proposal/Qualification ☐ Reverse Bid

ACCOUNT NUMBER VARIOUS DEPT OPERATING BUDGET APPROXIMATE COST \$25,000

Signed and Date:

Carl P. [Signature]
Department Director

OR within established
Budget.

TOWN ADMINISTRATOR AND BUDGET/FINANCE DEPT. USE ONLY. DO NOT WRITE BELOW THIS LINE.

Funds pre-encumbered by requisition number	<u>N/A</u>	Sign and Date	<u>2/11/16</u> <u>[Signature]</u>
Approved for Availability of Funds	Sign and Date	<u>Carl P. [Signature]</u>	Procurement Manager
Sign and Date by Town Administrator	<u>[Signature]</u>	Budget/Finance Director or Designee	<u>2/10/16</u>

BIDS SUBMITTED

Vendor

Cost/Ranking

<u>Helena Chemical Company</u>	
<u>Diamond R Fertilizer Co inc</u>	<u>dependent on usage</u>
<u>SiteOne Landscape Supply</u>	<u>and within</u>
<u>Howard Fertilizer and Chemical</u>	<u>established budget</u>

Signed

[Signature]
Procurement Manager

STAFF RECOMMENDATION/COMMENTS

'Listed Above'

dependent on usage and within budget

Vendor

Cost



Town of Davie
Budget & Finance/Purchasing Division
AWARD RECOMMENDATION / INTENT TO AWARD

To: Mr. Mark E. Collins, Public Work and Capital Projects Director

From: Procurement Manager Brian K. O'Connor, C.P.M.

Date: 14-Mar-16

RFP/ITB #: B-16-66 Item/Service: Horticultural Chemicals

Attached are apparent low bid(s) and a tabulation for subject items/services requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Purchasing Division as soon as possible.

1. PROCUREMENT COMMENTS:

2. RECOMMENDATION:

A. Which bids do you recommend? I recommend awarding the bid to the companies who responded with the lowest bid.

B. Does this meet specifications as per your request and as advertised? YES ☒ NO ☐

If No, is the variance considered: MINOR or MAJOR

Explain:

C. Is the recommendation the lowest bid received? YES ☒ NO ☐

D. List the bids that are low but which you believe DO NOT meet specifications and list reasons why each does not meet specifications; please attach a memorandum of explanation to this form if necessary.

(attach an additional sheet if further comment or explanation is required)

PRINT NAME Mark E. Collins
 Department Director or designee

SIGNATURE Brian K. O'Connor
 Procurement Manager

DATE 3/30/16

SIGNATURE Mark E. Collins

SIGNATURE
 Risk Manager (if required)

DATE 03/25/16

DATE

3. PROCUREMENT ACTION/RECOMMENDATION(S):

The Purchasing Division has reviewed all submittals and recommends award to the lowest, responsive, responsible bidder(s) which are Helena Chemical Company, Diamond Fertilizer Co., Inc., Howard Fertilizer and Chemical, SiteOne Landscape Supply and Helena Chemical Company.

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PURCHASING DIVISION FOR ALL AWARD RECOMMENDATIONS OF \$25,000.00 AND ABOVE.

FOR AWARD RECOMMENDATIONS REQUIRING COUNCIL APPROVAL, SUBMIT THIS FORM NO LATER THAN THREE (3) WEEKS PRIOR TO THE PUBLISHED COUNCIL AGENDA ITEM DEADLINES FOR PURCHASING ITEMS.

CATEGORY A (SELECTIVE HERBICIDES)

ITEM	DESCRIPTION	Preferred Packaging	UNIT	Diamond Fertilizer Co. Inc.	Howard Fertilizer and Chemical	SiteOne Landscape Supply	Helena Chemical CO.
1	Item 1: Drive XLR8 selective herbicide for the control of many broadleaf and grass weeds.	1/2 gal. containers	1/2 gal	\$ 57.00		\$ 71.66	\$ 60.00
2	Item 2: Rodeo. A selective herbicide used in the control of weeds. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	2 1/2 gal. container	2 1/2 gal	No Bid	No Bid	No Bid	
3	Item 3: Sencor turf label or approved equal. A selective herbicide used in the control of goosegrass and some broadleaf weeds.	5 lb. container	lb	\$ 19.80	\$ 74.68	\$ 77.94	\$ 71.98
4	Item 4: Roundup ProMax. A non-selective herbicide used for the control or destruction of most herbaceous plants. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	1.67 gal container	gal	\$ 30.00		\$ 33.32	\$ 32.90
5	Item 5: Roundup ProMax. A non-selective herbicide used for the control or destruction of most herbaceous plants. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT. NOTE: Same as above item but different packaging	30 gal drum	gal	\$ 28.40		\$ 28.68	\$ 30.00
6	Item 6: Ranger Pro. A complete broad-spectrum postemergence professional herbicide for industrial, turf, and ornamental weed control. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT	2 1/2 gal. container	gal	\$ 13.98		No Bid	\$ 12.00
7	Item 7: Ranger Pro. A complete broad-spectrum postemergence professional herbicide for industrial, turf, and ornamental weed control. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT. NOTE: Same as above item but different packaging	30 gal	gal	\$ 13.50		No Bid	\$ 11.50
8	Item 8: Garlon 3A or approved equal. A selective herbicide used for the control of weeds.	2.5 gal	gal	No Bid	\$ 82.84	\$ 56.30	
9	Item 9: 2,4-D or approved equal. A selective herbicide used for the control of many broadleaf weeds.	2.5 gal	gal	\$ 13.98	\$ 14.39	\$ 19.74	

10	Item 10: Three-Way or approved equal. Broad spectrum weed killer used for the control of weeds in Bermuda grass.	2.5	gal	\$ 25.19	\$ 24.00	\$ 24.42	\$ 35.19
11	Item 11: Image or approved equal. A selective herbicide for use on Bermuda grass.	11.43oz	11.43oz	No Bid	\$ 103.68	\$ 116.92	\$ 109.00
12	Item 12: Surflan or approved equal. A selective herbicide for use in controlling most annual grass and certain broadleaf weeds.	2.5 gal	gal	\$ 54.20	\$ 59.41	\$ 45.54	\$ 44.00
13	Item 13: Ronstar granular or approved equal. A selective herbicide for use on Bermuda and St. Augustine grass.	50 lb bag	lb	\$ 1.25	\$ 1.50	\$ 1.39	\$ 1.45
14	Item 14: Barricade or approved equal. A selective herbicide used for the control of weeds.	10 lb bag	lb	\$ 9.85	\$ 20.50	\$ 9.62	\$ 8.66
15	Item 15: Basagran or approved equal. A selective herbicide used for the post emergence control of many broadleaf weeds.	1 gal container	gal	No Bid	\$ 27.50	\$ 79.36	\$ 95.00
16	Item 16: Pre-M or approved equal. Pre-emergent weed killer used for the control of weeds in Bermuda grass.	2.5 gal	gal	\$ 28.20	\$ 34.09	\$ 30.02	\$ 34.38
17	Item 17: Pre-M or approved equal. Pre-emergent weed killer used for the control of weeds in Bermuda grass.	40 lb bag	lb	No Bid	No Bid	\$ 0.28	\$ 1.40
18	Item 18: Reward (formerly diquat) or approved equal. A selective herbicide used for the control of many aquatic weeds.	2.5 container	gal	\$ 52.00	\$ 79.00	\$ 47.44	\$ 50.00
19	Item 19: Sedgehammer or approved equal. Selective herbicide used for the control of nutsedge and other weeds in turfgrass.	1 1/3 oz container	1 1/3 oz	\$ 69.70	\$ 57.71	\$ 64.39	\$ 78.54
20	Item 20: Solitaire or approved equal. Selective weed control in turf including residential, commercial and institutional lawns, athletic fields, commercial sod farms, golf courses, and other non-crop sites.	1 lb	1 lb	\$ 112.25	\$ 107.11	\$ 129.70	\$ 103.00
21	Item 21: Trimec Plus or approved equal. A selective herbicide.	2.5 gal container	gal	No Bid	No Bid	No Bid	No Bid

22	Item 22: Finale or approved equal. A non-selective water soluble herbicide for application as a foliar spray for control of a broad spectrum of emerged annual and perennial grass and broadleaf weeds.	2.5 gal container	gal	No Bid	\$	55.06	\$	63.26	
23	Item 23: Pendulum 3.3 EC or approved equal. A selective herbicide for control of most annual grasses and certain broadleaf weeds in non-cropland areas.	2.5 gal container	gal	\$	28.20	\$	34.09	\$	34.38
24	Item 24: Dismiss or approved equal. A selective weed control in turf sites including residential and institutional lawn, athletic fields, commercial sod farms, golf course fairways and roughs.	6 oz bottle	6 oz bottle	\$	67.80	\$	68.71	\$	64.58
25	Item 25: Dismiss South or approved equal. A selective weed control in turf sites including residential and institutional lawn, athletic fields, commercial sod farms, golf course fairways and roughs. For use on warm season turfgrass, excluding St. Augustine.	6 oz bottle	6 oz bottle	\$	170.28	\$	172.80	\$	157.50
26	Item 26: Revolver or approved equal. A herbicide for the control of annual and perennial grasses in bermudagrass, zoysiagrass, and buffalograss.	87 oz container	87 oz container	No Bid					
27	Item 27: Certainty or approved equal. A selective herbicide for the control of annual and perennial grasses and broadleaf weeds in highly managed turf sites.	1.25 oz bottle	1.25 oz bottle	\$	67.20	\$	65.13	\$	70.91
28	Item 28: Cutless 0.33G or approved equal. A systemic landscape growth regulator for terminal growth suppression in woody ornamental plants and perennial ground covers, resulting in a more compact growth form and reduced trimming.	21 lb bucket	lb	\$	6.90	\$	6.92	\$	6.27
29	Item 29: Hydrothol 191 or approved equal. A liquid concentrate soluble in water that is a highly effective aquatic herbicide and algaecide.	2.5 container	gal	No Bid					

30	Item 30: Snapshot 2.5 TG or approved equal. A selective preemergence herbicide for control of certain broadleaf weeds and annual grasses.	50 lb. bags	lb	\$ 1.41	\$ 1.62	\$ 1.52	\$ 1.71
31	Item 31: Ronstar Flia or approved equal. Preemergence herbicide for the control of annual grasses and broadleaf weeds in turf and ornamentals.	2 1/2 gal containers	gal	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00
32	Item 32: Pennant Magnum or approved equal. Weed control in nurseries, turf, and landscape plantings.	1 gal. containers	gal	\$ 209.20	\$ 182.93	\$ 212.58	\$ 174.13
33	Item 33: Tribute or approved equal. Weed control in nurseries, turf, and landscape plantings.	6 oz. bottles	6 oz. bottles	No Bid	\$ 141.55	\$ 176.55	\$ 139.30
34	Item 34: Sureguard or approved equal. Weed control in nurseries, turf, and landscape plantings.	1 lb. containers	lb	\$ 141.55	\$ 141.55	\$ 176.55	\$ 139.30
35	Item 35: Celsius WG or approved equal. For control of annual and perennial broadleaf weeds and grasses in warm season turf.	10 oz. bottles	10 oz. bottles	No Bid	\$ 141.55	\$ 176.55	\$ 139.30
36	Item 36: Quicksilver T & O or approved equal. For control of broadleaf weeds and silvery thread moss in turfgrass.	8 oz. bottles	8 oz. bottles	\$ 145.00	\$ 99.13	\$ 135.49	\$ 128.00
37	Item 37: Roundup Quik Pro or approved equal. A non-selective herbicide used for the control or destruction of most herbaceous plants.	8 oz. bottles	8 oz. bottles	\$ 71.41	\$ 71.41	\$ 71.41	\$ 60.00

CATEGORY B (INSECTICIDES/PESTICIDES)

ITEM	DESCRIPTION	Preferred Packaging	UNIT	Diamond Fertilizer Co. Inc.	Howard Fertilizer and Chemical	SiteOne Landscape Supply	Helena Chemical CO.
1	Item 1: Orthene 97 or approved equal. An insecticide used for the control of mole crickets.	7.73 lb. bag	lb	\$ 6.22	\$ 8.99	\$ 10.64	\$ 12.12
2	Item 2: Sevin SL or approved equal. An insecticide used for the control of sod webworms, armyworms, grasshoppers, white grubs and billbugs.	2 1/2 gal. container	gal	\$ 44.90	\$ 36.50	\$ 41.12	\$ 33.50
3	Item 3: Top Choice mole cricket bait. An insecticide used for the control of Southern Chinich Bugs, sod webworms, armyworms, grasshoppers and mole crickets. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	50 lb. bag	lb	\$ 1.69	\$ 2.75	\$ 2.75	\$ 2.50

4	Item 4: Merit WSPor approved equal. Wettable powder for foliar and systemic insect control in turfgrass, landscape ornamentals and plantings.	2 oz. containers	oz	\$ 2.44	\$ 13.05	\$ 3.22	\$ 13.50
5	Item 5: Cygon or approved equal. Used for the control of insects.	2 1/2 gal. containers	gal	\$ 40.85	No Bid	No Bid	No Bid
6	Item 6: Demand CS or approved equal. Insecticide used for the control of adult mole crickets in turfgrass.	1 qt. container	container	\$ 25.40	\$ 96.01	\$ 113.37	No Bid
7	Item 7: Talstar or approved equal. Flowable insecticide/miticide for agricultural and commercial uses.	1 gal. container	container	\$ 36.05	\$ 32.22	\$ 30.05	\$ 32.76
8	Item 8: Talstar granular or approved equal. Granular insecticide/miticide for agricultural and commercial uses.	50 lb. bags	lb	No Bid	\$ 0.42	\$ 0.48	\$ 0.86
9	Item 9: Triple Crown Golf or approved equal. For use to control pests on golf courses.	1 gal. cont.	gal	\$ 185.66	\$ 210.00	\$ 210.00	\$ 210.00
10	Item 10: Merit 0.5G granular or approved equal. Granular systemic insect control in turfgrass and landscape ornamentals.	30 lb. bags	lb	\$ 0.87	\$ 0.62	\$ 1.14	\$ 0.93
11	Item 11: Dylox 6.2 granular or approved equal. Granular control of white grubs, mole crickets, sod webworms and cutworms, and other pests of turfgrass.	30 lb. bags	lb	No Bid	\$ 1.24	\$ 1.39	\$ 1.10
12	Item 12: Avid 0.15EC or approved equal. For control of leafminers and mites and suppression of aphids, whiteflies, and thrips on ornamental plants.	1 gal. containers	gal	\$ 170.00	\$ 595.00	\$ 595.00	\$ 595.00
13	Item 13: Cross Check Plus or approved equal. To control pests indoor and outdoors on residential, institutional, and public areas.	1 gal. containers	gal	\$ 26.45	\$ 27.00	\$ 30.05	No Bid
14	Item 14: Acephate or approved equal. To control mole crickets.	1 lb. containers	lb	\$ 8.75	\$ 7.63	\$ 9.33	No Bid
15	Item 15: Arena. To control cut worms and mole crickets. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	40 oz. containers	oz	\$ 5.47	\$ 13.67	\$ 13.67	\$ 13.76
CATEGORY C (FUNGICIDES)							
ITEM	DESCRIPTION	Preferred Packaging	UNIT	Diamond Fertilizer Co. Inc.	Howard Fertilizer and Chemical	SiteOne Landscape Supply	Holens Chemical CO.

1	Item 1: Daconil wetter stick or approved equal. Fungicide used for the control of diseases in turf grass.	2 1/2 gal. container	gal	\$ 26.50	\$ 61.00	\$ 61.00	\$ 36.75
2	Item 2: Subdue or approved equal. Fungicide used to control pythium blight and pythium root rot.	1 gal. container	gal	\$ 515.00	\$ 515.00	\$ 515.00	\$ 515.00
3	Item 3: Mancozeb or approved equal. Used for the control of fungus and algae.	2 1/2 gal. container	gal	\$ 43.60	\$ 29.44	\$ 29.44	No Bid
4	Item 4: Alliette powder or approved equal. Used for the control of fungus and algae.	5 lb. container	lb	\$ 25.61	\$ 25.61	\$ 33.66	\$ 25.34
5	Item 5: Armada or approved equal. For control of certain foliar, stem, and root diseases of turfgrass.	3 oz. container	oz	No Bid	\$ 3.04	\$ 3.04	No Bid
6	Item 6: Eagle 20EW. A systemic protectant and curative fungicide for disease control in established turfgrass, landscape ornamentals, and greenhouse and nursery ornamentals. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	1 pint container	pt	No Bid	\$ 31.19	\$ 31.19	\$ 32.16
7	Item 7: Fore 80WP. A fungicide used on golf courses. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	1.5 lb. container	lb	\$ 28.17	\$ 28.17	\$ 35.06	\$ 8.09
8	Item 8: Heritage TL. A broad spectrum fungicide for control of plant disease. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	1 gal. container	gal	No Bid	\$ 1,574.40	\$ 1,574.40	No Bid
9	Item 9: Insigri or approved equal. A broad spectrum fungicide for control of plant disease.	5 gal. container	gal	No Bid	\$ 1,574.40	\$ 1,574.40	No Bid
10	Item 10: Caravan G or approved equal. For systemic control of both insect pests and diseases with one product applied to turf grasses on residential lawns and commercial grounds	5 gal. container	gal	No Bid	\$ 1.63	\$ 1.90	\$ 1.58
11	Item 11: Chlorothalonil or approved equal. For control of diseases in turf grass.	2.5 gal. container	gal	\$ 36.30	\$ 38.89	\$ 76.00	\$ 36.75
12	Item 12: Thiophanate-methyl or approved equal. For prevention and control of diseases in turf grass.	2.5 gal. container	gal	\$ 62.98	\$ 72.50	\$ 62.98	No Bid
13	Item 13: Propiconazole or approved equal. Broad spectrum and systemic disease control for turf.	2 gal. container	gal	\$ 57.50	\$ 57.50	\$ 97.00	No Bid

14	Item 14: Pro Star 70 WDG, Systemic fungicide to control fairy ring, brown patch. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	3 lb. container	lb	No Bid		\$ 59.72	No Bid
15	Item 15: Bayleton 50. Systemic fungicide to control fairy ring, dollar spot, and brown patch. NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.	5.5 lb. container	lb	No Bid	\$ 79.96	\$ 101.74	

CATEGORY D (FIRE ANT APPLICATIONS)

ITEM	DESCRIPTION	Preferred Packaging	UNIT	Diamond Fertilizer Co. Inc.	Howard Fertilizer and Chemical	SiteOne Landscape Supply	Helena Chemical CO.
1	Item 1: Amdro or approved equal. Insecticide used in the control of fire ants.	25 lb. bag	lb	\$ 5.99	\$ 10.29	\$ 13.28	\$ 11.70
2	Item 2: Amdro or approved equal. Insecticide used in the control of fire ants. NOTE: Same as above item but different packaging.	3 lb. bag	lb	\$ 5.99	No Bid	\$ 13.37	No Bid
3	Item 3: Logic/Award or approved equal. Insecticide used in the control of fire ants.	25 lb. bag	lb	No Bid	\$ 9.91	\$ 11.51	\$ 10.45
4	Item 4: Advion fire ant bait or approved equal. For control of imported fire ants, bigheaded ants, and pavement ants on lawns, recreational areas, golf courses, and other noncrop/no grazed areas.	12 lb bags	lb	\$ 112.00	\$ 11.42	\$ 13.41	\$ 10.45

CATEGORY E (WETTING AGENTS)

ITEM	DESCRIPTION	Preferred Packaging	UNIT	Diamond Fertilizer Co. Inc.	Howard Fertilizer and Chemical	SiteOne Landscape Supply	Helena Chemical CO.
1	Item 1: A generic wetting agent used to increase water efficiency. Product may not contain any alcohol or petroleum and must have a low photo toxicity.	2 1/2 gal. container	gal	No Bid	\$ 41.77	\$ 20.52	\$ 62.82
2	Item 2: A generic wetting agent in granular form used to increase water efficiency. Product may not contain any alcohol or petroleum and must have a low photo toxicity.	50 lb. bags	lb	\$ 5.20	\$ 2.00	\$ 1.41	\$ 1.77

CATEGORY F (TRACKERS)

ITEM	DESCRIPTION	Preferred Packaging	UNIT	Diamond Fertilizer Co. Inc.	Howard Fertilizer and Chemical	SiteOne Landscape Supply	Helena Chemical CO.
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1	Item 1: An additive to herbicide or turf chemicals used to highlight areas that have been sprayed. Non-hazardous, non-toxic. No special compounds are required. Normal mixture calls for a ratio of 16 oz. per 100 gal. of liquid.	2 1/2 gal. container	gal	No Bid	\$ 38.77	\$ 16.16	No Bid
2	Item 2: An additive to herbicide or turf chemicals used to highlight areas that have been sprayed. Non-hazardous, non-toxic. No special compounds are required. Normal mixture calls for a ratio of 16 oz. per 100 gal. of liquid. NOTE: Same as above item but different packaging.	1 gal. container	gal	No Bid	No Bid	\$ 16.16	\$ 15.20

CATEGORY G (SPREADER/STICKER)

ITEM	DESCRIPTION	Preferred Packaging	UNIT	Diamond Fertilizer Co. Inc.	Howard Fertilizer and Chemical	SiteOne Landscape Supply	Helena Chemical CO.
1	Item 1: A biodegradable liquid non-ionic surface active agent used as a wetting agent and soil penetrant.	2 1/2 gal. container	gal	No Bid	\$ 12.72	\$ 12.72	\$ 35.15
2	Item 2: Methylated Spray Oil or approved equal. Modified vegetable oil concentrate.	2 1/2 gal. container	gal	\$ 14.90	\$ 23.39	\$ 14.92	\$ 16.35

CATEGORY H (DEFOAMERS)

ITEM	DESCRIPTION	Preferred Packaging	UNIT	Diamond Fertilizer Co. Inc.	Howard Fertilizer and Chemical	SiteOne Landscape Supply	Helena Chemical CO.
1	Item 1: Foam bustor or approved equal. A silicone defoamer for use in aqueous solutions.	1 qt. container	qt.	No Bid	\$ 8.00	\$ 6.90	No Bid

Order # - 3959954

SUN-SENTINEL
Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

STATE OF FLORIDA

COUNTY OF: BROWARD/PALM BEACH/MIAMI-DADE

Before the undersigned authority personally appeared

MARK KUZNITZ, who on oath says that he or she is a duly authorized representative of the SUN-SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11700-Advertisement for Bids

Town of Davie
 B-16-66

Was published in said newspaper in the issues of; Feb 16, 2016

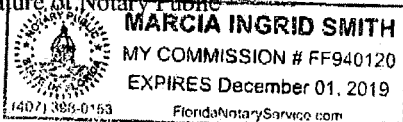
3965331

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and that the said newspaper has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and has been entered as second class matter at the post office in BROWARD County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

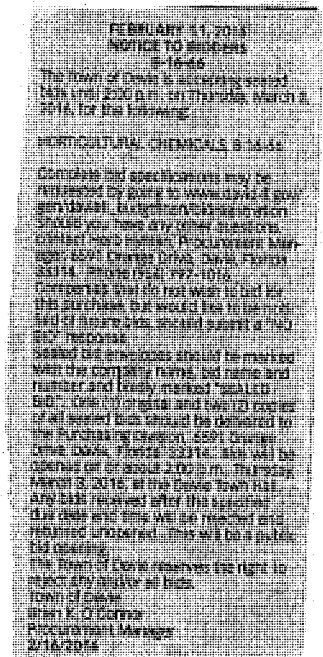
Sworn to and subscribed before me this: February 16, 2016.

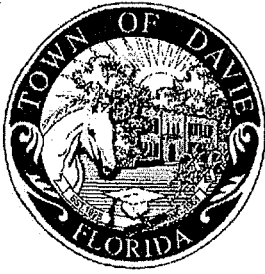
Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

Personally Known (X) or Produced Identification ()





• DAVIE, FLORIDA 33314
PHONE: 954.797. • FAX: 954.797. • WWW.DAVIE-FL.GOV

February 11, 2016

NOTICE TO BIDDERS

The Town of Davie is accepting sealed bids until 2:00 p.m. on Thursday, March 3, 2016, for the following:

HORTICULTURAL CHEMICALS, B-16-66

Complete bid specifications are enclosed. Any questions pertaining to this specification should be addressed to Brian O'Connor, Procurement Manager, 6591 Orange Drive, Davie, Florida 33314. Phone (954) 797-1016.

Companies that do not wish to bid for this purchase, but would like to be notified of future bids, should submit a "NO BID" response.

Sealed bid envelopes should be marked with the company name, bid name and number and boldly marked "SEALED BID". One original and two (2) copies of all sealed bids should be delivered to the Purchasing Division, 6591 Orange Drive, Davie, Florida 33314. Bids will be opened on or about 2:00 p.m., Thursday, March 3, 2016, at the Davie Town Hall. Any bids received after the specified due date and time will be rejected and returned unopened. This will be a public bid opening.

The Town of Davie reserves the right to reject any and/or all bids.

A handwritten signature in black ink, reading "Brian K. O'Connor".

Town of Davie
Brian K. O'Connor
Procurement Manager

General Terms and Conditions

1. Submission and Receipt of Bids

It will be the sole source responsibility of the bidder to see that their bid is received prior to the specified time of bid opening as identified herein. Bids will be submitted in sealed envelopes showing the bidder's return address and clearly marked "Sealed Bid- (specify name of bid)". If bid is sent by mail, the bidder shall be responsible for its delivery to the office of the Purchasing Division by or prior to the hour and date shown herein for receipt of bids. Bids received after that hour and date will not be considered and will be returned unopened.

Bidders shall submit all pricing information on the proposal forms furnished. All quotations and proposals must be signed in those spaces provided with the firm name and by an officer or employee having the authority to bind the company or firm by his signature.

Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be typewritten or written with pen and ink. Signatures must be in ink.

2. Delivery

Items shall be delivered F.O.B. destination (where applicable). The delivery costs and charges will be included in the bid price. Failure to do so may be cause for rejection of your bid.

3. Discounts

All discounts (prompt payment, overall award of all bid items, etc.) will be considered in evaluation to determine the lowest "net" cost to the Town.

4. Brand Names

Whenever materials or equipment are specified or described in the specification by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. The bidder will be required to submit sufficient information with his/her bid to allow the Town to determine that the material or equipment proposed is equivalent to that named. The Town will be the sole judge concerning the merits of proposed material or equipment.

5. Taxes

The Town of Davie is exempt from any taxes imposed by the State or Federal Government. Exemption certificates will be supplied upon request.

6. Signed Bid Considered an Offer

This signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Town Council of the Town of Davie. In case of default on the part of the bidder after such acceptance, the Town may take such portion as it deems appropriate including legal action for damages or specific performance.

7. Reservations for Rejection and Award

The Town reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request rebids on required goods or services. The Town also reserves the right to award the contract on such goods or services the Town deems will best serve its interests.

8. Prices to be Firm

Bidder warrants by virtue of bidding that prices and terms and conditions in the bid will be firm for acceptance and will not be withdrawn for a period of ninety (90) days from the date of the bid opening. Prices shall be firm with no escalator clauses.

9. Laws and Regulations

All applicable laws and regulations of the Federal Government, the State of Florida, and ordinances of the Town of Davie will apply to any resulting award. All occupational and health administration (O.S.H.A.) rules and/ or regulations will apply to any goods or services supplied as a result of this bid.

10. Public Entity Crimes Information

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity in the excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

12. Legal Workforce

Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully issued a current work permit or admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. The Contractor shall be responsible for using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all employees or subcontractors during the term of this contract. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

13. Conflicting Language

Should the specific terms and conditions conflict with the general terms and conditions, the specific terms and conditions shall prevail.

14. Payment

The Town's preferred method of payment is through use of its procurement card (Visa). Evaluation credit will be given to vendors who will accept this payment method.

All appropriately submitted invoices other than those paid with a procurement card will be paid in accordance with the Florida Prompt Payment Act.

15. Gifts and Gratuities

Town policy prohibits acceptance of any gifts. Employees must not become obligated to any supplier and shall not participate in any Town transaction from which they will benefit directly or indirectly.

16. Insurance

The insurance requirements stated in this specification are the limits that will be required in order to be recommended for award. Bidders MUST submit a certificate of insurance with their bid

submittal OR a letter from their insurance broker stating that the firm qualifies for the required limits should they be in a position to be recommended for award.

If a bidder provides the letter from their insurance broker, they will be required to submit a certificate of insurance with the required limits prior to beginning any work.

17. Local Vendor Preference

Definitions

Local Davie Vendor- a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business **may not** be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible.

Local Broward County Vendor- a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business **may not** be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

Bid- A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Purchasing staff on the Town's website where the award is determined by price.

Proposal- a proposal shall be any competitive solicitation by Request for Proposal (RFP) officially posted by the Town of Davie purchasing staff on the Town's website where the award is determined by qualifications.

Process

a) **Competitive Bid-** For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a 5% evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within 5% of the lowest price if that lowest price is submitted by a non-Broward County vendor or within 2.5% of the lowest price if that lowest price is submitted by a Broward County vendor, the "local Davie vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. **If the lowest responsive and responsible bidder IS a "local Davie vendor",**

the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a 2.5% evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within 2.5% of the lowest price submitted by any non-Broward County vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Broward County vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. **If the lowest responsive and responsible bidder IS a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.**

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least 1%, an opportunity will be given to the "local Broward County vendor". If the "local Broward County vendor" cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within 5% of the lowest bid/quote if that bid/quote is from a non-Broward County bidder, or within 2.5% of the lowest bid/quote if that bid/quote is from a local Broward County bidder, then all vendors will be asked to submit a "best and final offer (BAFO)". The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least 1%, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within 2.5% of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

b) Competitive Proposal- For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any Request For Proposal unless specifically exempted by the Town Administrator or the Town Council.

c) Exceptions

1. No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.
2. Utilization of a State or other agency contract.
3. State or Federal law prohibits the use of local preference.

4. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.
 5. Sole source or single source purchases.
 6. The "local vendor" is either non-responsive or non-responsible.
 7. All bids submitted exceed the budget amount for the project.
 8. Emergency purchases.
 9. The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.
18. Bid Protest Policy

If a vendor feels that they have been treated unfairly with regards to the results of a solicitation, or the resulting recommendation for award, they may protest the Town's action as follows:

1. The vendor must submit a letter to the Procurement Manager detailing the nature of the protest along with two (2) cashier's checks within three (3) working days of the notice of intent to award. The first check will be in the amount of \$500 (hereinafter called "the administrative fee"). The second check will be in the amount of 1% of the bid amount (hereinafter called "the protest bond"). The Town's notices of intent to award are posted on the Town of Davie website.
2. If the Procurement Manager receives a bid protest letter along with the administrative fee and the protest bond as described above, the bid award process will be suspended and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Davie, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town of Davie staff member to be selected by the Town Administrator. The Procurement Manager and the employee that wrote the recommendation for award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the recommendation for award shall be present at the hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.
3. The Bid Protest Committee shall schedule a hearing within ten (10) working days of receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.
4. If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal his/her case to the Davie Town Council. In order to appeal, the vendor must notify the

Town Administrator within three (3) working days of the Bid Protest Committee's ruling. Upon notification, the Town Administrator will schedule the appeal as an agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date.

5. Once the bid protest is resolved, the Town will proceed with the bid award. Except as exempted in 2 above.

I. NATURE OF BID

The Town of Davie is soliciting bids for an annual contract for the purchase of horticultural chemicals. This is a cooperative invitation to bid issued by the Town of Davie on behalf of the participating agencies referenced within the specifications, for the purchase of their estimated annual requirements. Any reference in the bid documents to a single entity shall apply to all participating entities referenced in the Invitation To Bid. The terms and conditions of the individual contracts and/or purchase orders including, but not limited to provisions regarding invoicing, individual delivery points, delivery instructions, and insurance requirements shall be established individually by each participating governmental entity prior to award. The Town's Local Vendor Preference Policy **DOES NOT** apply to this bid

MUNICIPALITIES AND OTHER GOVERNMENTAL ENTITIES WHICH ARE NOT MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL CO-OPERATIVE PURCHASING GROUP ARE STRICTLY PROHIBITED FROM UTILIZING ANY CONTRACT OR PURCHASE ORDER RESULTING FROM THIS BID. HOWEVER, OTHER CO-OP MEMBERS MAY PARTICIPATE IN THIS CONTRACT DURING THE RENEWAL PERIOD PROVIDED IT IS ACCEPTABLE TO THE VENDOR(S).

Some of the co-op members may currently have a contract in place for the commodities listed herein. Those entities will participate in this bid at the expiration of their current contracts.

II. SCOPE OF WORK

The successful Contractor(s) will furnish all horticultural chemicals necessary for the day-to-day operations of all agencies participating in this cooperative bid. Contractor(s) will be required to make deliveries to locations as specified herein or to an alternate location as may be requested from time to time. **BIDDERS MUST SUBMIT A LABEL FOR ALL PRODUCTS THAT ARE BID TO INSURE COMPLIANCE WITH THE SPECIFICATIONS. NO SUBSTITUTIONS WILL BE ALLOWED ON THE PRODUCTS WITH THAT DESIGNATION. FAILURE TO PROVIDE LABELS MAY NULLIFY YOUR BID.**

III. TERM OF CONTRACT

The bidder will be bidding on a two (2) year contract commencing upon award by the Town Council of the Town of Davie. The Town realizes that price increases may occur during the term of this contract. Vendors will be permitted to submit any requests for price increase once every six (6) months. All requests must be submitted with any supporting documentation. The Town will review any such requests for price increases and advise the vendor within fourteen (14) calendar days of the status of the request. If a vendor asks for a price increase and that price increase puts their bid above the price of the next lowest bidder, the Town will contact that next lowest bidder. If that next lowest bidder agrees to keep the original bid price firm, the Town reserves the right to transfer the award to the

vendor keeping their price firm (making them the new lowest bidder). In all cases, the Town reserves the right to accept or reject any request for a price increase.

IV. DELIVERY

The Contractor(s) assumes the responsibility of delivering all items ordered within ten (10) calendar days after receipt of order. The Contractor(s) shall advise the using department if any items ordered are non-stock items and identify the expected delivery date of those items. All containers must be labeled and Contractor(s) must supply MSDS sheets (as described in section V below) with each delivery in accordance with OSHA Hazard Communication (29 CFR 1910.1200).

Delivery requirements, delivery locations, and dates will be established with the Contractor(s) by each individual participating agency. Contractor(s) shall await release by the authorized contact person at each agency for all shipments. Contractor(s) must agree to accept "blanket" purchase orders, with verbal requests for partial shipments, if requested by the participating entities.

V. OCCUPATIONAL HEALTH AND SAFETY

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a MATERIAL SAFETY DATA SHEET (MSDS). The MSDS must be maintained by the user agency and must include the following information:

1. The chemical name and the common name of the toxic substance.
2. Hazards or other risks in the use of the toxic substance including:
 - a. The potential for fire, corrosiveness, and reactivity
 - b. The known acute and chronic health effect of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance.
3. The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in the case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risk posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

ANY QUESTIONS REGARDING THIS REQUIREMENT SHOULD BE DIRECTED TO:

Department of Labor and Employment Security
 Bureau of Industrial Safety & Health
 Toxic Waste Information Center
 2551 Executive Center Circle West

Tallahassee, Florida 32301-5014
Telephone: 800-367-4378 or 904-488-3044

VI. PUBLIC ENTITY CRIMES INFORMATION

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

VII. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

VIII. AWARD OF CONTRACT

The Town of Davie reserves the right to accept or reject any or all bids. The Town further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the Town.

Each participating agency will award the bid and execute its own contract with the Contractor(s) in accordance with their respective purchasing policies and procedures.

IX. QUANTITIES

No warranty or guarantee is given or implied as to the total amounts to be purchased resulting from this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. All products will be ordered on an as needed basis.

X. UNIT OF MEASURE

Bidders MUST bid on the unit of measure requested on the pricing pages regardless of the packaging size. No changes to the units of measure will be accepted. **Should a bidder change the unit of measure on a particular product, his/her bid for that product WILL NOT be evaluated.**

XI. PARTICIPATING AGENCIES

Town of Davie	City of Coral Springs
City of Hallandale Beach	City of Fort Lauderdale
City of Boca Raton	City of Pembroke Pines
City of Coconut Creek	City of Pompano Beach
City of Miami	City of Hollywood
City of Margate	City of Oakland Park
City of Sunrise	City of North Miami Beach
City of Deerfield Beach	City of Tamarac

A complete list of all Co-op members has been included in this specification. Members who chose not to participate in the initial bid may participate pursuant to the provisions of Section I of this specification.

XII. INSURANCE

It shall be the responsibility of the successful vendor(s) to maintain all required insurance during the term of this contract. Insurance certificates must be furnished to each co-op agency upon request.

Comprehensive General Liability with minimum limits of Five Hundred Thousand (\$500,000.00) per occurrence combined single limit for bodily injury liability and property damage liability.

Workers' Compensation Insurance in accordance with statutory requirements. Employer's Liability Insurance with minimum limits of
 \$100,000.00 for each accident,
 \$500,000 disease (policy limit) and
 \$100,000 disease (each employee).

Business Automobile Liability with minimum limits of

(\$500,000.00) per occurrence combined single limit
for bodily injury liability and property damage.

The successful vendor(s) must provide the co-op agencies with thirty (30)
days written notice of any change or cancellation to these policies.

Vendor(s) must comply with any additional insurance requirements that
may be required by any of the co-op agencies.

XIII. CANCELLATION

The Town of Davie reserves the right to cancel this contract upon written notice
should the bidder fail to reasonably supply goods as outlined herein.

XIV. PRODUCTS

CATEGORY A (SELECTIVE HERBICIDES)

Item 1: Drive XLR8 selective herbicide for the control of many broadleaf and grass weeds.

Active Ingredients:

Quinclorac: 3,7-dichloro-8-quinolinecarboxylic acid 15.93%

Inert Ingredients 84.07%

Approximate annual usage 585 gals.

Preferred Packaging 1/2 gal. containers

Net Unit Price \$ _____ / 1/2 gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 2: Rodeo. A selective herbicide used in the control of weeds. **NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.**

Active Ingredients:

Isopropylamine salt of glyphosate 53.5%

Inert Ingredients 46.5%

Approximate annual usage 1200 gals.

Preferred Packaging 2 1/2 gal. container

Net Unit Price \$ _____ / gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 3: Sencor turf label or approved equal. A selective herbicide used in the control of goosegrass and some broadleaf weeds.

Active Ingredients:

Metribuzin 75.0%

Inert Ingredients 25.0%

Approximate annual usage 1050 lbs.

Preferred Packaging 5 lb. container

Net Unit Price \$ _____ /lb.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 4: Roundup ProMax. A non-selective herbicide used for the control or destruction of most herbaceous plants. **NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.**

Active Ingredients:

Glyphosate, N-(phosphonomethyl) glycine 48.7%

In the form of its potassium salt

Inert Ingredients 51.3%

Approximate annual usage 1400 gals.

Preferred Packaging 1.67 gal container

Net Unit Price \$ _____ /gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 5: Roundup ProMax. A non-selective herbicide used for the control or destruction of most herbaceous plants. **NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.** NOTE: Same as above item but different packaging.

Active Ingredients:

Glyphosate, N-(phosphonomethyl) glycine 48.7%
In the form of its potassium salt

Inert Ingredients 51.3%

Approximate annual usage 1000 gals.

Preferred Packaging 30 gal drum

Net Unit Price \$ _____ /gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 6: Ranger Pro. A complete broad-spectrum postemergence professional herbicide for industrial, turf, and ornamental weed control. **NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.**

Active Ingredients:

Glyphosate, N-(phosphonomethyl) glycine, 41.0%
In the form of its isopropylamine salt

Inert Ingredients (including surfactant) 59.0%

Approximate annual usage 3180 gals.

Preferred Packaging 2 1/2 gal container

Net Unit Price \$ _____ /gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 7: Ranger Pro. A complete broad-spectrum postemergence professional herbicide for industrial, turf, and ornamental weed control. **NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT. NOTE: Same as above item but different packaging.**

Active Ingredients:

Glyphosate, N-(phosphonomethyl) glycine,	
In the form of its isopropylamine salt	41.0%
Inert Ingredients (including surfactant)	59.0%

Approximate annual usage	630 gals.	
Preferred Packaging	30 gal drum	
Net Unit Price	\$ _____ / gal.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 8: Garlon 3A or approved equal. A selective herbicide used for the control of weeds.

Active Ingredients:

Acetic acid, (triclopyr), butoxy ethyl ester	61.6%
Inert Ingredients	38.4%

Approximate annual usage	110 gals.	
Preferred Packaging	2 1/2 gal. container	
Net Unit Price	\$ _____ / gal.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 9: 2,4-D or approved equal. A selective herbicide used for the control of many broadleaf weeds.

Active Ingredients:

2,4-D Dimethoxyacetic Acid 47.4%

Inert Ingredients 52.6%

Approximate annual usage 240 gals.

Preferred Packaging 2 1/2 gal container

Net Unit Price \$ _____ /gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 10: Three-Way or approved equal. Broad spectrum weed killer used for the control of weeds in Bermuda grass.

Active Ingredients:

Dimethylamine Salt of 2,4 dichlorophenoxyacetic acid 32.67%

Dimethylamine Salt of 2-propionic acid 16.36%

Dimethylamine Salt of Dicamba 2.82%

Inert Ingredients 48.15%

Approximate annual usage 400 gals.

Preferred Packaging 2 1/2 gal. containers

Net Unit Price \$ _____ /gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 11: Image or approved equal. A selective herbicide for use on Bermuda grass.

Active Ingredients:

Ammonium Salt of imazaquin	17.3%
Inert Ingredients	82.7%

Approximate annual usage	460 ozs.
Preferred Packaging	11.43 oz. bottles
Net Unit Price	\$ _____ /11.43 oz. bottle
Packaging: container size	_____ # containers/carton

Manufacturer and Trade Name _____

Item 12: Surflan or approved equal. A selective herbicide for use in controlling most annual grass and certain broadleaf weeds.

Active Ingredients:

Oryzalin	40.4%
Inert Ingredients	59.6%

Approximate annual usage	100 gals.
Preferred Packaging	2 1/2 gal. container
Net Unit Price	\$ _____ /gal.
Packaging: container size	_____ # containers/carton

Manufacturer and Trade Name _____

Item 13: Ronstar granular or approved equal. A selective herbicide for use on Bermuda and St. Augustine grass.

Active Ingredients:

Oxadiazon	2.0%
Inert Ingredients	98.0%

Approximate annual usage	75,500 lbs.
Preferred Packaging	50 lb. bags
Net Unit Price	\$ _____ /lb.
Packaging: container size	_____ # containers/carton

Manufacturer and Trade Name _____

Item 14: Barricade or approved equal. A selective herbicide used for the control of weeds.

Active Ingredients:

Prodiamine	65.0%
Inert Ingredients	35.0%

Approximate annual usage	850 lbs.	
Preferred Packaging	10 lb. bag	
Net Unit Price	\$ _____ /lb.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 15: Basagran or approved equal. A selective herbicide used for the post emergence control of many broadleaf weeds.

Active Ingredients:

Bentazon	42.0%
Inert Ingredients	58.0%

Approximate annual usage	100 gals.	
Preferred Packaging	1 gal. container	
Net Unit Price	\$ _____ /gal.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 16: Pre-M or approved equal. Pre-emergent weed killer used for the control of weeds in Bermuda grass.

Active Ingredients:

Pendimethalin	60.0%
Inert Ingredients	40.0%

Approximate annual usage	400 gals.	
Preferred Packaging	2 ½ gal. container	
Net Unit Price	\$ _____ /gal.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 17: Pre-M or approved equal. Pre-emergent weed killer used for the control of weeds in Bermuda grass.

Active Ingredients:

Pendimethalin	60.0%
Inert Ingredients	40.0%

Approximate annual usage	600 lbs.	
Preferred Packaging	40 lb. bags	
Net Unit Price	\$ _____ /lb.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 18: Reward (formerly diquat) or approved equal. A selective herbicide used for the control of many aquatic weeds.

Active Ingredients:

Dibromide	35.3%
Inert Ingredients	64.7%

Approximate annual usage	2,700 gals.	
Preferred Packaging	2 1/2 gal. containers	
Net Unit Price	\$ _____ /gal.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 19: Sedgehammer or approved equal. Selective herbicide used for the control of nutsedge and other weeds in turfgrass.

Active Ingredients:

Methyl 5-[[[(4,6-dimethoxy-2-pyrimidinyl) amino] carbonylamino] sulfonyl]-3-chloro-1-methyl-1-H-pyrazole-4-carboxylate	75.0%
Inert Ingredients	25.0%

Approximate annual usage	900 ozs.	
Preferred Packaging	1 1/3 oz. container	
Net Unit Price	\$ _____ /1 1/3 oz. container	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 20: Solitaire or approved equal. Selective weed control in turf including residential, commercial and institutional lawns, athletic fields, commercial sod farms, golf courses, and other non-crop sites..

Active Ingredients:

Sulfentrazone	18.75%
Quincloracc	56.25%
Inert Ingredients	25.0%

Approximate annual usage	50 lbs.
Preferred Packaging	1 lb. container
Net Unit Price	\$ _____ /1 lb. container
Packaging: container size	_____ # containers/carton

Manufacturer and Trade Name _____

Item 21: Trimec Plus or approved equal. A selective herbicide.

Active Ingredients:

Monosodium Acid Methanearsonate	18.00%
Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid	5.83%
Dimethylamine Salt of 2-(2-methyl-4 chlorophenoxy) Propionic Acid	5.86%
Dimethylamine Salt of Dicamba (3,6 Dichloro-O-anisic acid)	1.46%
Inert Ingredients	68.85%

Approximate annual usage	100 gals.
Preferred Packaging	2 1/2 gal. containers
Net Unit Price	\$ _____ /gal.
Packaging: container size	_____ # containers/carton

Manufacturer and Trade Name _____

Item 22: Finale or approved equal. A non-selective water soluble herbicide for application as a foliar spray for control of a broad spectrum of emerged annual and perrenial grass and broadleaf weeds.

Active Ingredients:

Glufosinate-ammonium	11.33%
Inert Ingredients	88.67%

Approximate annual usage	160 gals.
Preferred Packaging	2 1/2 gal. containers
Net Unit Price	\$ _____ /gal.
Packaging: container size	_____ # containers/carton

Manufacturer and Trade Name _____

Item 23: Pendulum 3.3 EC or approved equal. A selective herbicide for control of most annual grasses and certain broadleaf weeds in non-cropland areas.

Active Ingredients:	
Pendimethalin	37.4%
Inert Ingredients	62.6%

Approximate annual usage	320 gals.
Preferred Packaging	2 1/2 gal. containers
Net Unit Price	\$ _____ / gal.
Packaging: container size	_____ # containers/carton

Manufacturer and Trade Name _____

Item 24: Dismiss or approved equal. A selective weed control in turf sites including residential and institutional lawn, athletic fields, commercial sod farms, golf course fairways and roughs.

Active Ingredients:	
Sulfentrazone	39.6%
Inert Ingredients	60.4%

Approximate annual usage	3,300 ozs.
Preferred Packaging	6 oz. bottles
Net Unit Price	\$ _____ / 6 oz. bottle
Packaging: container size	_____ # containers/carton

Manufacturer and Trade Name _____

Item 25: Dismiss South or approved equal. A selective weed control in turf sites including residential and institutional lawn, athletic fields, commercial sod farms, golf course fairways and roughs. For use on warm season turfgrass, excluding St. Augustine.

Active Ingredients:	
Sulfentrazone	33.33%
Imazethapyr	6.67%
Inert Ingredients	60.0%

Approximate annual usage	200 ozs.
Preferred Packaging	6 oz. bottles
Net Unit Price	\$ _____ / 6 oz. bottle
Packaging: container size	_____ # containers/carton

Manufacturer and Trade Name _____

Item 26: Revolver or approved equal. A herbicide for the control of annual and perennial grasses in bermudagrass, zoysiagrass, and buffalograss.

Active Ingredients:

foramsulfuron

2.34%

Inert Ingredients

97.66%

Approximate annual usage 36,175 ozs.

Preferred Packaging 87 oz. containers

Net Unit Price \$ _____ / oz.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 27: Certainty or approved equal. A selective herbicide for the control of annual and perennial grasses and broadleaf weeds in highly managed turf sites.

Active Ingredients:

Sulfosulfuron

75.00%

Inert Ingredients

25.00%

Approximate annual usage 320 oz.

Preferred Packaging 1.25 oz. bottles

Net Unit Price \$ _____ / 1.25 oz. bottle

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 28: Cutless 0.33G or approved equal. A systemic landscape growth regulator for terminal growth suppression in woody ornamental plants and perennial ground covers, resulting in a more compact growth form and reduced trimming.

Active Ingredients:

Flurprimidol: (1-methylethyl) {(4-trifluoromethoxy)

Phenyl}-5-pyrimidinemethanol

0.33%

Inert Ingredients

99.67%

Approximate annual usage 5000 lbs.

Preferred Packaging 21 lb. bucket

Net Unit Price \$ _____ / lb.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 29: Hydrothol 191 or approved equal. A liquid concentrate soluble in water that is a highly effective aquatic herbicide and algicide.

Active Ingredients:

Mono (N, N-dimethylalkylamine) salt of endothall 53.0%

Inert Ingredients 47.0%

Approximate annual usage 100 gal.

Preferred Packaging 2 ½ gal containers

Net Unit Price \$ _____ / gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 30: Snapshot 2.5 TG or approved equal. A selective preemergence herbicide for control of certain broadleaf weeds and annual grasses.

Active Ingredients:

Trifluralin: trifluoro-2,6-dinitro-N, 2.0%

N-dipropyl-p-toluidine

Isoxaben: N-[3-(1-ethyl-1-methylpropyl)-5-

Isoxazolyl]-2,6-dimethoxybenzamide and isomers 0.5%

Inert Ingredients 97.5%

Approximate annual usage 8550 lbs.

Preferred Packaging 50 lb. bags

Net Unit Price \$ _____ / lb.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 31: Ronstar Flo or approved equal. Preemrgence herbicide for the control of annual grasses and broadleaf weeds in turf and ornamnetals.

Active Ingredients:

Oxadiazon [2-tert-butyl-4-(2,4-dichloro-5- 34.1%

Isopropoxyphenyl)-1,3,4-oxzdiazolin-5-one]

Inert Ingredients 65.9%

Approximate annual usage 30 gal.

Preferred Packaging 2 ½ gal containers

Net Unit Price \$ _____ / gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 32: Pennant Magnum or approved equal. Weed control in nurseries, turf, and landscape plantings.

Active Ingredients:

5-metolachlor 83.7%

Inert Ingredients 16.3%

Approximate annual usage 40 gal.

Preferred Packaging 1 gal. containers

Net Unit Price \$ _____ /gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 33: Tribute or approved equal. Weed control in nurseries, turf, and landscape plantings.

Active Ingredients:

Thiencarbazone-methyl cas number 317815-83-1 19.9%

Foramsulfuron cas number 173159-57-4 19.8%

Halosulfuron-methyl cas number 10784-20-1 30.8%

Inert Ingredients 39.5%

Approximate annual usage 150 oz.

Preferred Packaging 6 oz. bottles

Net Unit Price \$ _____ /bottle

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 34: Sureguard or approved equal. Weed control in nurseries, turf, and landscape plantings.

Active Ingredients:

Flumioxazin (2-[7-fluoro-3,4-dihydro-3-oxo-4-(2-propynyl)

-2H-1,4-benzoxazin-6-yl]-4,5,6,7-tetrahydro-1H-isoindole-1,3(2H)-dione) 51.0%

Inert Ingredients 49.0%

Approximate annual usage 165 lbs.

Preferred Packaging 1 lb. containers

Net Unit Price \$ _____ /lb.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 35: Celsius WG or approved equal. For control of annual and perennial broadleaf weeds and grasses in warm season turf.

Active Ingredients:

Thiencarbazone-methyl (CAS number 317815-83-1)	8.7%
Iodosulfuron-methyl-sodium (CAS number 317815-83-1)	1.9%
Dicamba (CAS number 1918-00-9)	57.4%
Inert Ingredients	32.0%

Approximate annual usage	220 ozs.
Preferred Packaging	10 oz. bottles
Net Unit Price	\$ _____ /bottle
Packaging: container size	_____ # containers/carton

Manufacturer and Trade Name _____

Item 36: Quicksilver T & O or approved equal. For control of broadleaf weeds and silvery thread moss in turfgrass.

Active Ingredients:

Carfentrazone-ethyl	21.3%
Inert Ingredients	78.7%

Approximate annual usage	100 ozs.
Preferred Packaging	8 oz. bottles
Net Unit Price	\$ _____ /bottle
Packaging: container size	_____ # containers/carton

Manufacturer and Trade Name _____

Item 37: Roundup Quik Pro or approved equal. A non-selective herbicide used for the control or destruction of most herbaceous plants.

Active Ingredients:

Glyphosate, N-(phosphonomethyl) glycine in the form of ammonium salt	73.3%
Diquat dibromide (6.7-dihydrodipyridine 91,2-a:2,1-c)	
pyrazinedium dibromide	2.9%
Inert Ingredients	23.8%

Approximate annual usage	240 ozs.
Preferred Packaging	8 oz. bottles
Net Unit Price	\$ _____ /bottle
Packaging: container size	_____ # containers/carton

Manufacturer and Trade Name _____

CATEGORY B (INSECTICIDES/PESTICIDES)

Item 1: Orthene .97 or approved equal. An insecticide used for the control of mole crickets.

Active Ingredients:

Acephate 75.0%

Inert Ingredients 25.0%

Approximate annual usage 300 lbs.

Preferred Packaging 7.73 lb. bag

Net Unit Price \$ _____ /lb.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 2: Sevin SL or approved equal. An insecticide used for the control of sod webworms, armyworms, grassloopers, white grubs and billbugs.

Active Ingredients:

Carbaryl 43.0%

Inert Ingredients 57.0%

Approximate annual usage 200 gals.

Preferred Packaging 2 ½ gal. container

Net Unit Price \$ _____ /gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 3: Top Choice mole cricket bait. An insecticide used for the control of Southern Chinch Bugs, sod webworms, armyworms, grassloopers and mole crickets. **NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.**

Active Ingredients:

Friponil	10.0%
Inert Ingredients	90.0%

Approximate annual usage	58,500 lbs.	
Preferred Packaging	50 lb. bag	
Net Unit Price	\$ _____ /lb.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 4: Merit WSP or approved equal. Wettable powder for foliar and systemic insect control in turfgrass, landscape ornamentals and plantscapes.

Active Ingredients:

Imidacloprid, 1-(6-chloro-3-pyridyl) methyl-N-nitro-2, imidazolidinimine	75.0%
Inert Ingredients	25.0%

Approximate annual usage	2070 ozs.	
Preferred Packaging	2 oz. containers	
Net Unit Price	\$ _____ /oz.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 5: Cygon or approved equal. Used for the control of insects.

Active Ingredients:

Dimethoate	23.0%
Inert Ingredients	77.0%

Approximate annual usage	100 gals	
Preferred Packaging	2 ½ gal. container	
Net Unit Price	\$ _____ /gal.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 6: Demand CS or approved equal. Insecticide used for the control of adult mole crickets in turfgrass.

Active Ingredients:

Lambda Cyhalothrin 12.0%

Inert Ingredients 88.0%

Approximate annual usage 80 qts.

Preferred Packaging 1 qt. container

Net Unit Price \$ _____ /qt.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 7: Talstar or approved equal. Flowable insecticide/miticide for agricultural and commercial uses.

Active Ingredients:

Bifenthrin (2-methyl [1,1-biphenyl]-3-yl) methyl-3- 7.9%

(2-chloro-3,3-trifluoro-1-propenyl)-2,2-dimethylcyclopropane carboxylate
Inert Ingredients 92.1%

Approximate annual usage 500 gals.

Preferred Packaging 1 gal. container

Net Unit Price \$ _____ /gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 8: Talstar granular or approved equal. Granular insecticide/miticide for agricultural and commercial uses.

Active Ingredients:

Bifenthrin (2-methyl [1,1-biphenyl]-3-yl) methyl-3- 7.9%

(2-chloro-3,3-trifluoro-1-propenyl)-2,2-dimethylcyclopropane carboxylate
Inert Ingredients 92.1%

Approximate annual usage 48,500 lbs.

Preferred Packaging 50 lb. bags

Net Unit Price \$ _____ /lbs.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 9: Triple Crown Golf or approved equal. For use to control pests on golf courses.

Active Ingredients:

Zeta-Cypermethrin	2.70%
Bifenthrin	7.87%
Imidacloprid	13.83%
Inert Ingredients	75.60%

Approximate annual usage	20 gals.
Preferred Packaging	1 gal. cont.
Net Unit Price	\$ _____ / gals.
Packaging: container size	_____ # containers/carton

Manufacturer and Trade Name _____

Item 10: Merit 0.5G granular or approved equal. Granular systemic insect control in turfgrass and landscape ornamentals.

Active Ingredients:

Imidacloprid, 1-((6-chloro-3-pyridinyl) methyl)-N-nitro-2-imidazolidinimine	0.5%
Inert Ingredients	99.5%

Approximate annual usage	2,900 lbs.
Preferred Packaging	30 lb. bags
Net Unit Price	\$ _____ / lbs.
Packaging: container size	_____ # containers/carton

Manufacturer and Trade Name _____

Item 11: Dylox 6.2 granular or approved equal. Granular control of white grubs, mole crickets, sod webworms and cutworms, and other pests of turfgrass.

Active Ingredients:

Trichlorfon, Dimethyl (2,2,2-trichloro-1-hydroxy-ethyl) phosphonate	6.2%
Inert Ingredients	93.8%

Approximate annual usage	13,000 lbs.
Preferred Packaging	30 lb. bags
Net Unit Price	\$ _____ / lbs.
Packaging: container size	_____ # containers/carton

Manufacturer and Trade Name _____

Item 12: Avid 0.15EC or approved equal. For control of leafminers and mites and suppression of aphids, whiteflies, and thrips on ornamental plants.

Active Ingredients:

Abamectin (CAS number 65195-56-4 and 65195-55-3) 2.0%

Inert Ingredients 98.0%

Approximate annual usage 50 gals.

Preferred Packaging 1 gal. containers

Net Unit Price \$ _____ /gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 13: Cross Check Plus or approved equal. To control pests indoor and outdoors on residential, institutional, and public areas.

Active Ingredients:

Bifenthrin 7.90%

Inert Ingredients 92.10%

Approximate annual usage 275 gals.

Preferred Packaging 1 gal. containers

Net Unit Price \$ _____ /gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 14: Acephate or approved equal. To control mole crickets.

Active Ingredients:

Acephate: (O, S-Dimethyl acetylphosphoramidothioate) 97.0%

Inert Ingredients 3.0%

Approximate annual usage 25 lbs.

Preferred Packaging 1 lb. containers

Net Unit Price \$ _____ /lb.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 15: Arena , To control cut worms and mole crickets. **NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.**

Active Ingredients:

Clothianidin 50.0%

Inert Ingredients 50.0%

Approximate annual usage 960 ozs.

Preferred Packaging 40 oz. containers

Net Unit Price \$ _____ / oz.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

CATEGORY C (FUNGICIDES)

Item 1: Daconil wether stick or approved equal. Fungicide used for the control of diseases in turf grass.

Active Ingredients:

Chlorothalonil (Tetrachloroisophthalonitrile) 54.0%

Inert Ingredients 46.0%

Approximate annual usage 210 gals.

Preferred Packaging 2 1/2 gal. container

Net Unit Price \$ _____ / gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 2: Subdue or approved equal. Fungicide used to control pythium blight and pythium root rot.

Active Ingredients:

Metalaxyl 25.1%

Inert Ingredients 74.9%

Approximate annual usage 110 gals.

Preferred Packaging 1 gal. container

Net Unit Price \$ _____ / gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 3: Mancozeb or approved equal. Used for the control of fungus and algae.

Active Ingredients:

Mancozeb 75.0%

Inert Ingredients 25.0%

Approximate annual usage 120 gals.

Preferred Packaging 2 1/2 gal. container

Net Unit Price \$ _____ / gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 4: Alliette powder or approved equal. Used for the control of fungus and algae.

Active Ingredients:

Aluminum tris (0-ethyl phosphonate) 80.0%

Inert Ingredients 20.0%

Approximate annual usage 20 lbs.

Preferred Packaging 5 lb. container

Net Unit Price \$ _____ /lb.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 5: Armada or approved equal. For control of certain foliar, stem, and root diseases of turfgrass.

Active Ingredients:

Trifloxystrobin (CAS No. 141517-21-7) 8.33%

Triadimefon (CAS No. 43121-43-3) 41.67%

Inert Ingredients 50.00%

Approximate annual usage 20 ozs.

Preferred Packaging 3 oz. container

Net Unit Price \$ _____ /oz.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 6: Eagle 20EW. A systemic protectant and curative fungicide for disease control in established turfgrass, landscape ornamentals, and greenhouse and nursery ornamentals. **NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.**

Active Ingredients:

Myclobutanil: a-butyl-a-(chlorophenyl)-1H-1, 2,4, triazole-1-propanenitrite 19.7%

Inert Ingredients 80.3%

Approximate annual usage 50 pts.

Preferred Packaging 1 pint container

Net Unit Price \$ _____ /pt.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 7: Fore 80WP. A fungicide used on golf courses. **NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.**

Active Ingredients:

Mancozeb: A coordination product of zinc ion and Manganese ethylene bisdithiocarbamate	80.0%
In which the ingredients are:	
Manganese	16.0%
Zinc	2.00%
Ethylene bisdithiocarbamate ion	62.0%
Inert Ingredients	20.0%

Approximate annual usage	80 lbs.	
Preferred Packaging	1.5 lb. container	
Net Unit Price	\$ _____ /lb.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 8: Heritage TL. A broad spectrum fungicide for control of plant disease. **NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.**

Active Ingredients:

Azoxystrobin: methyl (E)-2-(2-{6-(2-cyanophenoxy) Pyrimidin-4-yloxy}-3-methoxyacrylate	8.8%
Inert Ingredients	91.2%

Approximate annual usage	225 gals.	
Preferred Packaging	1 gal. container	
Net Unit Price	\$ _____ /gal.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 9: Insigni or approved equal. A broad spectrum fungicide for control of plant disease.

Active Ingredients:

Pyraclostrobin (carbamic acid, 2-1-4 chlorophenyl-1H-pyrazol-3yl	
Oxymethylphenylmethoxy-, methylester	20.0%
Inert Ingredients	80.0%

Approximate annual usage	50 gals.	
Preferred Packaging	5 gal. container	
Net Unit Price	\$ _____ / gal.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 10: Caravan G or approved equal. For systemic control of both insect pests and diseases with one product applied to turf grasses on residential lawns and commercial grounds

Active Ingredients:

Azoxystrobin (CAS number 131860-33-8)	0.31%
Thiamethoxam (CAS number 153719-23-4)	0.22%
Inert Ingredients	99.47%

Approximate annual usage	260 gals.	
Preferred Packaging	5 gal. container	
Net Unit Price	\$ _____ / gal.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 11: Chlorothalonil or approved equal. For control of diseases in turf grass.

Active Ingredients:

Chlorothalonil (tetrachloroisophthalonitrile)	54.0%
Inert Ingredients	46.0%

Approximate annual usage	275 gals.	
Preferred Packaging	2.5 gal. container	
Net Unit Price	\$ _____ / gal.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 12: Thiophanate-methyl or approved equal. For prevention and control of diseases in turf grass.

Active Ingredients:

Thiophanate-methyl (dimethyl 4,4-o-phenylenebis [3-thioallophanate]	41.25%
Inert Ingredients	58.75%

Approximate annual usage	60 gals.	
Preferred Packaging	2.5 gal. container	
Net Unit Price	\$ _____ /gal.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 13: Propiconazole or approved equal. Broad spectrum and systemic disease control for turf.

Active Ingredients:

Propiconazole (CAS number 60207-90-1)	14.3%
Inert Ingredients	85.7%

Approximate annual usage	20 gals.	
Preferred Packaging	2 gal. container	
Net Unit Price	\$ _____ /gal.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 14: Pro Star 70 WDG. Systemic fungicide to control fairy ring, brown patch.
NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.

Active Ingredients:

Fluorolani: N-[3-(1-methylethoxy)	70.0%
Inert Ingredients	30.0%

Approximate annual usage	130 lbs.	
Preferred Packaging	3 lb. container	
Net Unit Price	\$ _____ /lb.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 15: Bayleton 50. Systemic fungicide to control fairy ring, dollar spot, and brown patch. **NO SUBSTITUTIONS WILL BE ACCEPTED FOR THIS PRODUCT.**

Active Ingredients:

Triadimenfon 1-(4-chlorophenoxy)-3,3-dimethyl-1-(1H-1,2,4-triazol-1-yl)-2-butanone 50.0%

Inert Ingredients 50.0%

Approximate annual usage 100 lbs.

Preferred Packaging 5.5 lb. container

Net Unit Price \$ _____ /lb.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

CATEGORY D (FIRE ANT APPLICATIONS)

Item 1: Amdro or approved equal. Insecticide used in the control of fire ants.

Active Ingredients:

Hydramethalone 1.02%

Inert Ingredients 98.98%

Approximate annual usage 3,600 lbs.

Preferred Packaging 25 lb. bag

Net Unit Price \$ _____ /lb.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 2: Amdro or approved equal. Insecticide used in the control of fire ants.

NOTE: Same as above item but different packaging.

Active Ingredients:

Hydramethalone 1.02%

Inert Ingredients 98.98%

Approximate annual usage 50 lbs.

Preferred Packaging 3 lb. bag

Net Unit Price \$ _____ /lb.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 3: Logic/ Award or approved equal. Insecticide used in the control of fire ants.

Active Ingredients:

Phenoxycarb 1.0%

Inert Ingredients 99.0%

Approximate annual usage 2,400 lbs.

Preferred Packaging 25 lb. bag

Net Unit Price \$ _____ /lb.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 4: Advion fire ant bait or approved equal. For control of imported fire ants, bigheaded ants, and pavement ants on lawns, recreational areas, golf courses, and other noncrop/no grazed areas.

Active Ingredients:

Indoxacarb 0.045%

Inert Ingredients 99.055%

Approximate annual usage 250 lbs.

Preferred Packaging 12 lb bags

Net Unit Price \$ _____ /lb.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

CATEGORY E (WETTING AGENTS)

Item 1: A generic wetting agent used to increase water efficiency. Product may not contain any alcohol or petroleum and must have a low photo toxicity.

Active Ingredients:

2-butoxyethanol, polyoxyethylene, polypropoxypanol, silicone defoamer 87.6%

Inert Ingredients 12.4%

Approximate annual usage 170 gals.

Preferred Packaging 2 1/2 gal. container

Net Unit Price \$ _____ /gal.

Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 2: A generic wetting agent in granular form used to increase water efficiency. Product may not contain any alcohol or petroleum and must have a low photo toxicity.

Active Ingredients:

2-butoxyethanol, polyoxyethylene, polypropoxypanol, silicone defoamer 87.6%
Inert Ingredients 12.4%

Approximate annual usage 1000 lbs.
Preferred Packaging 50 lb. bags
Net Unit Price \$ _____ /lb.
Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

CATEGORY F (TRACKERS)

Item 1: An additive to herbicide or turf chemicals used to highlight areas that have been sprayed. Non-hazardous, non-toxic. No special compounds are required. Normal mixture calls for a ratio of 16 oz. per 100 gal. of liquid.

Approximate annual usage 680 gals.
Preferred Packaging 2 1/2 gal. container
Net Unit Price \$ _____ /gal.
Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

Item 2: An additive to herbicide or turf chemicals used to highlight areas that have been sprayed. Non-hazardous, non-toxic. No special compounds are required. Normal mixture calls for a ratio of 16 oz. per 100 gal. of liquid. **NOTE: Same as above item but different packaging.**

Approximate annual usage 200 gals.
Preferred Packaging 1 gal. container
Net Unit Price \$ _____ /gal.
Packaging: container size _____ # containers/carton

Manufacturer and Trade Name _____

CATEGORY G (SPREADER/STICKER)

Item 1: A biodegradable liquid non-ionic surface active agent used as a wetting agent and soil penetrant.

Active Ingredients:

a(p-nonylphenyl)-w-hydroxypoly (oxyethylene)	40.0%
poly (methylene p-nonylpheroxy polyoxypropylent propanol)	33.0%
Alkyl (C18-20) Fatty acids	5.0%
Inert Ingredients	22.0%

Approximate annual usage	1,100 gals.	
Preferred Packaging	2 1/2 gal. container	
Net Unit Price	\$ _____ /gal.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

Item 2: Methylated Spray Oil or approved equal. Modified vegetable oil concentrate.

Active Ingredients:

Methylated vegetable oil, alkylphenol ethoxylate	100.0%
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Approximate annual usage	50 gals.	
Preferred Packaging	2 1/2 gal. container	
Net Unit Price	\$ _____ /gal.	
Packaging: container size	_____	# containers/carton

Manufacturer and Trade Name _____

CATEGORY H (DEFOAMERS)

Item 1: Foam buster or approved equal. A silicone defoamer for use in aqueous solutions.

Active Ingredients:

Dimethylpolysiloxane 10.0%

Constituents ineffective as adjuvants 90.0%

Approximate annual usage 290 qts.

Preferred Packaging 1 qt. container

Net Unit Price \$ _____ /qt.

Packaging: container size _____ # containers/carton

BIDDER _____

ADDRESS _____

BY _____

Signature

Please Type or Print Signature Name Here

TITLE _____

DATE _____

PHONE _____

FAX _____

e-MAIL ADDRESS _____

Will your firm accept payment via Town of Davie Visa procurement card? Please circle one YES NO

You must submit a completed W-9 Form, a completed Bidder/Vendor Disclosure Form and a completed e-Verify form with you bid.

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Town of Davie

Vendor/Bidder Disclosure

I, _____, being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: _____

Address: _____

FEIN _____

State and date of incorporation _____

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

_____	_____
_____	_____
_____	_____
_____	_____

By: _____
Signature of Affiant

Date: _____

Print Name

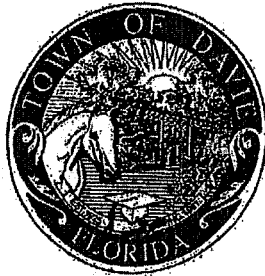
SUBSCRIBED AND SWORN TO or affirmed before me this _____ day of _____ 20____, by _____, he/she is personally known to me or has presented _____ as identification.

Notary Public, State of Florida at Large

Print or Stamp of Notary

Serial Number

My Commission Expires : _____

**TOWN OF DAVIE
E-VERIFY FORM**

Bid No: _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including subcontractors/subvendors) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

Company/Firm: _____

Authorized Signature: _____

Print Name _____

Title: _____

Date: _____

BID SUBMITTAL COMPLETION CONFIRMATION for ITB's:

- _____ I, the Bidder, have completed and signed (preferably in blue ink) all required bid document pages.
- _____ I, the Bidder, have submitted my bid on the bid sheets provided, and acknowledge that bids not submitted on bid sheets provided may be rejected.
- _____ I, the Bidder, have filled in all spaces on the pricing page as noted, and acknowledged that bids with spaces left blank on the pricing page may be rejected.
- _____ I, the bidder, have included all information, certificates, licenses and additional documentation as required by the Town in this bid document.
- _____ I, the Bidder, have checked for any addendums to this bid, and will continue to check for any addendums up to the due date and time of this bid.
- _____ I, the Bidder, have included on the face of the envelope, my company name and return address, the date and time of the bid opening, and the bid name and number.
- _____ I, the Bidder, have submitted one (1) original and two (2) copies of the entire bid document and addendums.
- _____ I, the Bidder, have read and completed the Vendor/Bidder Disclosure Form.
- _____ I, the Bidder, have read and completed the W-9 Form.
- _____ I, the Bidder, am aware that a Notice of Intent to Award this bid shall be posted on the Town's website at www.davie-fl.gov and on the Town Hall bulletin board in the front lobby at Town Hall, and that it is my responsibility to check for this posting.
- _____ I, the Bidder, have submitted all supporting documentation for local preference eligibility, which must be received with the bid package prior to the bid opening date and time.
- _____ I, the Bidder, have completed this checklist and it is included with my submittal.

NAME OF COMPANY: _____

BIDDER'S NAME: _____

BIDDER'S AUTHORIZED SIGNATURE: _____

DATE: _____

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Profit Corporation**

DIAMOND R FERTILIZER CO., INC.

Filing Information

Document Number	142303
FEI/EIN Number	59-0593514
Date Filed	07/12/1943
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/01/2010
Event Effective Date	NONE

Principal Address4100 GLADES CUT-OFF ROAD
FT. PIERCE, FL 34981

Changed: 04/14/2011

Mailing Address4100 GLADES CUT-OFF ROAD
FT. PIERCE, FL 34981-4711

Changed: 03/13/2008

Registered Agent Name & AddressHUDSON, Michael
4100 GLADES CUT-OFF ROAD
FT PIERCE, FL 34981

Name Changed: 04/21/2014

Address Changed: 03/13/2008

Officer/Director Detail**Name & Address**

Title S

SCOTT, KEN
PO BOX 2457
FORT PIERCE, FL 34954

Title P

HUDSON, Michael
4100 GLADES CUT-OFF ROAD
FORT PIERCE, FL 34981

Title C

MINTON, JOHN
P O BOX 670
FORT PIERCE, FL 34954

Title T

CASSENS, STEVE
P.O. BOX 770218
FT. PIERCE, FL 34954

Title V, CFO

KAY, TRACY
4100 GLADES CUT-OFF RD.
FT. PIERCE, FL 34981

Annual Reports

Report Year	Filed Date
2014	04/21/2014
2015	04/28/2015
2016	02/25/2016

Document Images

02/25/2016 -- ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
04/15/2013 -- ANNUAL REPORT	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
04/14/2011 -- ANNUAL REPORT	View image in PDF format
09/01/2010 -- Amendment	View image in PDF format
04/12/2010 -- ANNUAL REPORT	View image in PDF format
04/14/2009 -- ANNUAL REPORT	View image in PDF format
03/13/2008 -- ANNUAL REPORT	View image in PDF format
03/19/2007 -- ANNUAL REPORT	View image in PDF format
02/27/2006 -- ANNUAL REPORT	View image in PDF format
10/14/2005 -- Amendment	View image in PDF format
03/11/2005 -- ANNUAL REPORT	View image in PDF format
10/08/2004 -- Amendment	

	View image in PDF format
04/19/2004 -- ANNUAL REPORT	View image in PDF format
03/21/2003 -- ANNUAL REPORT	View image in PDF format
03/11/2002 -- ANNUAL REPORT	View image in PDF format
01/16/2001 -- ANNUAL REPORT	View image in PDF format
10/17/2000 -- Reg. Agent Change	View image in PDF format
02/08/2000 -- ANNUAL REPORT	View image in PDF format
04/08/1999 -- ANNUAL REPORT	View image in PDF format
03/30/1998 -- ANNUAL REPORT	View image in PDF format
01/30/1997 -- ANNUAL REPORT	View image in PDF format
04/25/1996 -- ANNUAL REPORT	View image in PDF format
04/10/1995 -- ANNUAL REPORT	View image in PDF format

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State of Florida, Department of State

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Foreign Profit Corporation**

HELENA CHEMICAL COMPANY

Filing Information

Document Number	838677
FEI/EIN Number	71-0293688
Date Filed	06/29/1977
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	11/28/1977
Event Effective Date	NONE

Principal Address225 SCHILLING BLVD
STE 300
COLLIERVILLE, TN 38107

Changed: 02/11/2003

Mailing Address225 SCHILLING BLVD
STE 300
COLLIERVILLE, TN 38107

Changed: 02/11/2003

Registered Agent Name & AddressCT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 03/04/1992

Address Changed: 03/04/1992

Officer/Director Detail**Name & Address**

Title PRES CEO, Director

MCARTY, MIKE

225 SCHILLING BLVD STE 300
COLLIERVILLE, TN 38017

Title VP

DAVE, THOMAS
225 SCHILLING BLVD STE 300
COLLIERVILLE, TN 38017

Title VP

MILTON, ALLEN
225 SCHILLING BLVD
COLLIERVILLE, TN 38017

Title Treasurer

LEWIS, ROGER
225 SCHILLING
COLLIERVILLE, TN 38017

Title Asst. Secretary

HAWINS, DAVID
225 SCHILLING BLVD
COLLIERVILLE, TN 38017

Title VPCFO, Director

Williams, Jennifer
225 SCHILLING BLVD
STE 300
COLLIERVILLE, TN 38017

Annual Reports

Report Year	Filed Date
2014	01/17/2014
2015	01/20/2015
2016	01/04/2016

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State of Florida, Department of State

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Foreign Limited Liability Company**

SITEONE LANDSCAPE SUPPLY, LLC

Filing Information

Document Number	M13000007176
FEI/EIN Number	36-4485550
Date Filed	11/07/2013
State	DE
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	10/13/2015
Event Effective Date	NONE

Principal Address300 Colonial Center Pkwy Ste. 600
Roswell, GA 30076

Changed: 03/28/2016

Mailing Address300 Colonial Center Pkwy Ste. 600
Roswell, GA 30076

Changed: 03/28/2016

Registered Agent Name & AddressGUTHRIE, JOHN, CFO
3706 PROGRESS AVE.
NAPLES, FL 34104

Name Changed: 01/21/2016

Address Changed: 01/21/2016

Authorized Person(s) Detail**Name & Address**

Title Manager

JDA Holding LLC
300 Colonial Center Pkwy Ste. 600
Roswell, GA 30076

Annual Reports

Report Year	Filed Date
2014	06/12/2014
2015	04/16/2015
2016	03/28/2016

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<u>11/19/2014 -- LC Amendment</u>	View image in PDF format
<u>06/12/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>11/07/2013 -- Foreign Limited</u>	View image in PDF format

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State of Florida, Department of State

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Profit Corporation**

HOWARD FERTILIZER & CHEMICAL COMPANY, INC.

Filing Information

Document Number	198590
FEI/EIN Number	59-0788131
Date Filed	12/27/1956
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	01/05/2011
Event Effective Date	NONE

Principal Address8306 S ORANGE AVE
ORLANDO, FL 32809

Changed: 09/10/2002

Mailing AddressP O BOX 628202
ORLANDO, FL 32862-8202

Changed: 09/10/2002

Registered Agent Name & AddressHOWARD JR, ROBERT M
8306 S ORANGE AVE
ORLANDO, FL 32809

Address Changed: 06/15/2010

Officer/Director Detail**Name & Address**

Title DCS

HOWARD JR, ROBERT M
5554 JESSAMINE LANE
ORLANDO, FL

Title V

PALMER, CHARLES
28971 KIRANICOLA CT.
BONITA SPRINGS, FL 34135

Title T

GRABHORN, DANIEL D.
6516 THE LANDINGS DR
ORLANDO, FL 32812

Title P

HOWARD JR., ROBERT M.
5554 JESSAMINE LANE
ORLANDO, FL

Annual Reports

Report Year	Filed Date
2014	01/08/2014
2015	02/10/2015
2016	01/18/2016

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<u>04/23/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/22/2003 -- ANNUAL REPORT</u>	View image in PDF format
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<u>06/11/2001 -- Name Change</u>	View image in PDF format
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04/26/1995 -- ANNUAL REPORT	View image in PDF format

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State of Florida, Department of State

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

Item Number: 17.

To: Mayor and Councilmembers
From: Brian O'Connor, Procurement Manager
Prepared By: Brian O'Connor, Procurement Manager - Budget Finance
Subject: Resolution
Affected District: Town Wide

**Item
Request:**

Title of Agenda Item: **BID SELECTION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR HORTICULTURAL CHEMICALS AND SELECTING HELENA CHEMICAL COMPANY, HOWARD FERTILIZER AND CHEMICAL, SITEONE LANDSCAPE SUPPLY, AND DIAMOND R. FERTILIZER COMPANY, INC. TO PROVIDE HORTICULTURAL CHEMICALS TO TOWN OF DAVIE IN ACCORDANCE WITH TOWN OF DAVIE SOUTHEAST FLORIDA COOPERATIVE BID NUMBER B-16-66.**

Executive Summary: A competitive bid was conducted for the supply of horticultural chemicals which may be needed by the Public Works Department, Capital Projects Department, Parks & Recreation Department and/or the Utilities Department. The Town acted as lead agency for the Southeast Florida Cooperative Purchasing Group for this bid. The Town sent out specifications to twenty (20) prospective bidders. Additionally, the bid was advertised state-wide in Florida Bid Reporting and nationally in BidNet and also posted on the Town's web site. The Town received four (4) bids. All bids were evaluated with regard to compliance with the specifications. The recommendation is for the lowest responsive and responsible bidder for each item as identified in the attached Bid Tabulation. The contract has a two (2) year term.

Key Points:

- The Town received four (4) competitive bids for the supply of horticultural chemicals.
- The Town acts as "lead agency" for the Southeast Florida Cooperative Purchasing Group for this contract.
- Besides the Town of Davie, there are sixteen (16) other municipalities participating in this contract.
- The bid will be awarded to the lowest responsive bidder for each product.

Previous Actions: N/A

Concurrences: The bids were reviewed by the Town's Procurement Manager and deemed responsive and responsible. The technical aspects of the bid were reviewed by Public Works Director .

Fiscal Impact:

Has request been budgeted? Yes

If yes expected cost: See below.

Account name and number:

If no, amount needed:

Account name funds will be appropriated from

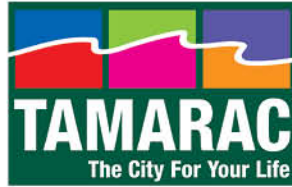
Additional Comments At this time, it is unknown how much (if any) of this contract will be utilized. If this contract is utilized, the department or division will ensure that funding is available prior to going forward with any expenses.

Recommendation: Motion to approve

Strategic Goals This Item Supports:
Dedication to Excellence in Service Delivery

ATTACHMENTS:

File Name	Description
☐ RES_BID-hort_chem(2016).docx	Resolution
☐ B-16-66 PAF.pdf	PAF Document
☐ Updated Notice of Intent.pdf	Award Recommendation/Intent to Award
☐ Sun Sentinel Proof of Publication B-16-66.pdf	Proof of Advertisement
☐ B-16-66 Hort Chem Final.pdf	Bid Document
☐ Diamond R Fertilizer Department of State.pdf	Department of State Diamond
☐ Helena Chemical Department of State.pdf	Department of State Helena
☐ SiteOne Landscape Supply Department of State.pdf	Department of State SiteOne
☐ Howard Fertilizer Chem Company Department of State.pdf	Department of State Howard



Horticultural Chemicals Vendor List

(Valid Through April 19, 2018)

Designated Vendors (CO-OP Bid B-16-66)

Helena Chemical Company
SiteOne Landscape Supply
Diamond R Fertilizer Co., Inc.
Howard Fertilizer and Chemical

Prequalified Vendors

Winfield Solutions
Crop Production Services
Red River Specialties
John Deere Company
Lesco, Inc.
Harrels, Inc.

"Committed to Excellence...Always."

TAMARAC.ORG



Title - TR12796 - Authorize and execute an Easement Agreement between the City of Tamarac and Broward County

A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate City Officials to execute an Easement Agreement between the City of Tamarac and Broward County; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12796 MEMO	5/26/2016	Cover Memo
▣ TR 12796 RESO	5/25/2016	Resolution
▣ TR 12796 EXHIBIT 1	5/25/2016	Exhibit
▣ TR 12796 EXHIBIT 2	5/25/2016	Exhibit
▣ TR 12796 EXHIBIT 3 - AGREEMENT	5/26/2016	Exhibit
▣ RESO R-2016-35 BACK-UP	5/25/2016	Backup Material

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

TO: Michael C. Cernech, City Manager DATE: May 25, 2016

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

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

**RE: Temp. Reso. #12796 – Approve
and Authorize Easement
Agreement between the City of
Tamarac and Broward County –
City Commission Meeting of
June 8, 2016**

Recommendation:

I recommend that the City Commission approve a Resolution authorizing the appropriate City Officials to execute an Easement Agreement between the City of Tamarac and Broward County; and that this item be placed on the June 8, 2016 Commission Agenda.

Issue:

Authorization of the appropriate City Officials to execute an Easement Agreement between the City of Tamarac and Broward County.

Background:

Atlantic Cypress Creek, LLC ("Developer") is developing a rental apartment project, which, while not wholly situated within the geographical boundaries of the City of Tamarac, must access the property to be developed from within Tamarac. The City Commission of the City of Tamarac authorized a Maintenance Agreement between the City of Tamarac and Atlantic Cypress Creek, LLC via Resolution R-2016-35, dated April 27, 2016.

Resolution R-2016-35 and the executed Maintenance Agreement provides the Developer with access to cross the City's property in order to effectuate access to the Developer's property and its development.

Broward County has approved and executed an Easement Agreement with the Developer to provide Broward County with access on, over, across, and through the Developer's property to access Broward County's canal adjacent to the Developer's property. Furthermore, Broward County approved and executed a Boat Ramp and Canal Access Easement to provide Broward County access on, over, across, and through the Developer's property to access a Boat Ramp and Canal Easement Area.

Broward County requires an Easement Agreement with the City of Tamarac, to provide ingress, egress, and access to the Boat Ramp and Canal Easement Area on, over, across, and through City property.

The Easement Agreement between the City of Tamarac and Broward County is required for the project to move forward; and City staff recommends approval of said Easement Agreement.

Fiscal Impact:

There is no fiscal impact to the City; the Developer will be responsible for maintenance of improvements.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2016_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF TAMARAC AND BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is charged with the responsibility of providing and maintaining drainage, flowage, and storage of Stormwater within its geographical boundaries; and

WHEREAS, on April 27, 2016 via Resolution R-2016-35, the City Commission of the City of Tamarac approved and executed a Maintenance Agreement between the City of Tamarac and Atlantic Cypress Creek, LLC granting a perpetual easement to cross and access the Developer's Property in exchange for the Developer's Agreement, upon constructing the improvements, the Developer will maintain the improvements upon the City's Property and maintain the 40' drainage ditch of which the City Property is a portion thereof, a copy of Resolution R-2016-35 is incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, Broward County Board of County Commissioners has approved and executed an Easement Agreement with Atlantic Cypress Creek, LLC, which grants Atlantic Cypress Creek, LLC access on, over, across, and through County property for

the purpose of installing, operating, maintaining, and repairing improvements to be constructed, and to provide ingress, egress, and access to each portion of the Grantees property, a copy of said Easement Agreement is attached hereto as "Exhibit 1", and is incorporated herein by this reference; and

WHEREAS, Broward County Board of County Commissioners has approved and executed a Boat Ramp and Canal Easement Agreement with Atlantic Cypress Creek, LLC to provide Broward County access to the boat ramp and canal access on the property, a copy of said Boat Ramp and Canal Easement Agreement is attached hereto as "Exhibit 2", and is incorporated herein by this reference; and

WHEREAS, Broward County requires an Easement Agreement between the City of Tamarac and Broward County for a perpetual easement on, over, across, and through City property for access to and from the Boat Ramp and Canal Access Easement Area, a copy of the proposed Easement Agreement is attached hereto as "Exhibit 3", and is incorporated herein by this reference; and

WHEREAS, the Director of Public Services and the Director of Financial Services recommend approving the Easement Agreement between the City of Tamarac and Broward County and authorizing the appropriate City Officials to execute said Easement Agreement; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve and execute the Easement Agreement between the City of Tamarac and Broward County.

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

Section 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are HEREBY made a specific part of this Resolution. All exhibits attached hereto and referenced herein are expressly incorporated and made a specific part of this Resolution.

Section 2: The appropriate City Officials are HEREBY authorized to execute the Easement Agreement between the City of Tamarac and Broward County, and is hereto attached as "Exhibit 3", which is incorporated herein by this reference.

Section 3: All Resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

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

Section 5: This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2016.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

This instrument was prepared by:
 Jonathan Peservich
 Property Agent
 Public Works/Facilities Management Division
 Real Property Section
 115 South Andrews Avenue, Room
 501 Fort Lauderdale, Florida 33301

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is made and entered into on _____, 2016 ("Effective Date"), by and between BROWARD COUNTY, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"), and ATLANTIC CYPRESS CREEK, LLC, a Delaware limited liability company, whose address is 1025 Kane Concourse, Suite 215, Bay Harbor Islands, Florida 33154, and its successors and assigns ("Grantee") (collectively, the "Parties").

RECITALS

WHEREAS, County is the owner of certain real property located within the City of Lauderdale Lakes, Broward County, Florida, and more particularly described as follows:

See Exhibit "A," attached hereto and made a part hereof ("County Property"); and

WHEREAS, Grantee is the owner of certain real property more particularly described on Exhibit "B," attached hereto and made a part hereof ("Grantee Property"); and

WHEREAS, Grantee desires a perpetual, non-exclusive easement (collectively, the "Easement") on, over, across, and through the County Property for the purposes of (1) installing, operating, maintaining, and repairing the improvements to be constructed by Grantee on the County Property, as such improvements are more particularly described on Exhibit "C," attached hereto and made a part hereof ("Improvements"), and (2) to provide ingress, egress, and access to each portion of the Grantee Property; and

WHEREAS, County is willing to grant the Easement to Grantee upon the terms contained in this Agreement;

NOW THEREFORE, for good and valuable consideration, including the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals set forth in the above WHEREAS clauses are true, accurate,

and incorporated herein by this reference.

2. County hereby grants unto Grantee the Easement in accordance with the terms of this Agreement.
3. The Easement, as described herein, shall include the right of ingress and egress over the County Property as provided in this Agreement.
4. Grantee covenants and agrees that if any portion of the County Property is disturbed, damaged, or destroyed by Grantee, at any time, Grantee shall, at its sole expense, and as soon as reasonably possible, restore the disturbed, damaged, or destroyed portion of the County Property to its original condition to allow for County's use.
5. Grantee shall, at its sole expense, maintain and repair the Improvements to be constructed by Grantee on the County Property, as more particularly described on Exhibit "C," in whole or in part, as necessary.
6. County may, for its own purposes, utilize the County Property, and shall retain a right of free ingress and egress on, over, across, and through the County Property that does not unreasonably interfere with Grantee's exercise of the Easement.
7. If, after construction of the Improvements, Grantee abandons or otherwise discontinues use of the Easement (other than a temporary disruption), and such abandonment continues for thirty (30) calendar days after written notice from County to Grantee that County believes the Easement has been abandoned, then County may rescind the Easement by written instrument, duly executed, acknowledged, and recorded in the Public Records of Broward County, Florida, and Grantee shall, at its sole expense, and as soon as reasonably possible, remove the Improvements from the County Property and restore the County Property to its original condition to allow for County's use.
8. Grantee shall maintain the minimum insurance coverage and limits designated in this Article at all times during the term of this Agreement, and shall include Broward County as an additional insured on Grantee's general liability policy. Proof of any coverage required in this Agreement shall be provided to COUNTY within five (5) calendar days of a written request.
 - Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury and property damage and Two Million Dollars (\$2,000,000.00) per aggregate.
9. To the extent permitted by law, and without County waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes, each party is responsible for all personal injury and property damage attributable to the negligent, reckless, or intentional acts or omissions of itself and its officers,

employees, and agents.

10. Except as stated in paragraph 7, this Agreement may not be modified or rescinded in any respect, in whole or in part, except by the agreement of County and Grantee, and then only by written instrument, duly executed, acknowledged, and recorded in the Public Records of Broward County, Florida.
11. County, at its own expense, shall record this fully executed Agreement in its entirety in the Public Records of Broward County, Florida.
12. This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
13. This Agreement contains the entire agreement between the Parties relating to the rights granted and obligations assumed pursuant to this Agreement. Any oral representations or modifications concerning this instrument shall be of no force and effect, excepting a subsequent modification reduced to writing, signed by the party to be charged therewith.
14. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.
15. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR GRANTEE:

Atlantic Cypress Creek, LLC
 Attn: Howard Cohen, Vice President
 1025 Kane Concourse, Suite 215
 Bay Harbor Islands, FL 33154
 Email address: HCohen@apmanagement.net

FOR COUNTY:

Broward County Real Property Section
 Attn: Director of Real Property
 Governmental Center, Room 501
 115 South Andrews Avenue Fort Lauderdale, Florida 33301
 Email address: pbhogaita@broward.org

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and Grantee, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 20__


Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

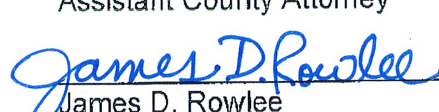
By  3/2/16

Risk Management Division (Date)

Jacqueline A. Binns
Print Name and Title above
Risk Insurance and
Contracts Manager

By  3/8/16

Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

 3/8/16

James D. Rowlee (Date)
Senior Assistant County Attorney

CRC/dnt
03/02/16
Easement Atlantic Cypress
16-089.06

EASEMENT AGREEMENT BETWEEN COUNTY AND ATLANTIC CYPRESS CREEK, LLC.

Signed, sealed and delivered in the presence of:

"Grantee"

A. Burnett
Witness Signature
Andrew Burnett
Witness Printed Name

ATLANTIC CYPRESS CREEK, LLC, a
Delaware limited liability company

[Signature]
Witness Signature
Kiania Garcia
Witness Printed Name

[Signature]
Name and Title
Authorized Signatory

STATE OF Florida)
COUNTY OF Miami-Dade) SS.

The foregoing instrument was acknowledged before me this 4 day of March, 2016, by Randy Weisburd who
☐ is the Authorized Signatory of Atlantic Cypress Creek, LLC, personally known
☒ to me, or
produced identification who executed same on behalf of Atlantic Cypress Creek, LLC.
Type of identification produced _____

(Seal)



NOTARY PUBLIC:

Lina M. Pachon
Print name: Lina M. Pachon

My commission expires December 28, 2019

SKETCH AND DESCRIPTION EXHIBIT "A"

LEGAL DESCRIPTION:

THE WEST 200.00 FEET, OF THE EAST 1061.35 FEET, OF THE SOUTH 20.00 FEET, OF THE NORTH 1,031.0 FEET OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 18, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF WEST COMMERCIAL BOULEVARD (NW 50th STREET).

SAID LANDS SITUATE IN THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA. CONTAINING 4,000 SQUARE FEET OR 0.092 ACRES MORE OR LESS.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, THE CENTERLINE OF COMMERCIAL BOULEVARD (N.W. 50th STREET) IS ASSUMED TO BEAR NORTH 89° 56' 41" EAST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

LEGEND

B.C.R. BROWARD COUNTY RECORDS
L ARC LENGTH
O.R.B. OFFICIAL RECORD BOOK
P.B. PLAT BOOK
PG. PAGE
R RADIUS
A CENTRAL ANGLE
C CENTERLINE

CrAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271

Raymond Young,
PSM 5799

Digitally signed by Raymond Young, PSM
5799
DN: cn=Raymond Young, PSM 5799,
o=Craven Thompson and Associates, Inc.,
ou=Survey,
email=ryoung@craventhompson.com, c=US
Date: 2016.03.01 08:21:57-05'00'

RAYMOND YOUNG
PROFESSIONAL SURVEYOR AND MAPPER NO 5799
STATE OF FLORIDA

Q:\2013\13-0054-LAUDERDALE LAKES SITE\DRAWINGS\130054_SD_CANAL BROW CNTY THE SKETCH OF SURVEY AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of this information shown hereon.

The undersigned and CRAVEN THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D
1. REVISE PER COUNTY COMMENTS	3/1/16	RY	RY

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 730-8400 TEL: (954) 730-8400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2016

JOB NO.: 13-0054	SHEET 1 OF 2 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: TCS	DATED: 02-24-16



JOB NO.: 13-0054	SHEET 2 OF 2 SHEETS
DRAWN BY: RY	F.B.N/A PG.N/A
CHECKED BY: TCS	DATED: 02-24-16

GRAPHIC SCALE IN FEET

EXHIBIT "B"
(Grantee Property)

The West 200.00 feet of the East 1061.35 feet of the North 991.0 feet of the Southwest One-Quarter (SW 1/4) of Section 18, Township 49 South, Range 42 East, Broward County, Florida, lying South of the South Right of Way line of West Commercial Boulevard (NW 50th Street).

LESS AND EXCEPT that portion thereof conveyed to State of Florida Department of Transportation for Right of Way by Warranty Deed recorded in Official Records Book 31386, Page 1070, of the Public Records of Broward County, Florida, being more particularly described as follows:

A portion of the West 200.00 feet of the East 1061.35 feet of the North 991.00 feet of the Southwest One-Quarter (SW 1/4) of Section 18, Township 49 South, Range 42 East, Broward County, Florida, lying South of the South Right of Way line of West Commercial Boulevard (NW 50th Street), more particularly described as follows:

Beginning at the point where the South Right-of-Way line of West Commercial Boulevard (NW 50th Street) intersects the West line of said West 200 feet of the East 1061.35 feet of the North 991.0 feet of the Southwest One-Quarter (SW 1/4) of Section 18, Township 49 South, Range 42 East; thence North 89°56'41" East along the South Right-of-Way line of West Commercial Boulevard, a distance of 189.43 feet to a point on the arc of a non-tangent curve concave to the Southeast having a radial bearing of North 25°27'44" West; thence Southwesterly along the arc of said curve, having a radius of 17.00 feet and a central angle of 66°14'42", an arc distance of 19.65 feet to a point of tangency; thence South 01°42'25" East, a distance of 1.89 feet; thence South 88°17'34" West, a distance of 49.93 feet to a point on an arc of a non-tangent curve concave to the Southwest having a radial bearing of North 60°44'36" East; thence Northwesterly along the arc of said curve having a radius of 17.00 feet and a central angle of 60°52'08", an arc distance of 18.06 feet to a point of tangency; thence South 89°52'28" West, a distance of 73.46 feet; thence North 75°48'06" West a distance of 42.88 feet to the POINT OF BEGINNING.

Said lands situate in the City of Tamarac, Broward County, Florida.

TOGETHER WITH:

All of Parcel "A", together with a portion of Parcels "B" and "C", HEADWAY OFFICE PARK, according to the plat thereof, as recorded in Plat Book 125, Page 49, of the Public Records of Broward County, Florida, described as follows:

Begin at the Northwest corner of said Parcel "A"; thence North 89°56'41" East along the North boundary of said Parcel "A" and the North boundary of said Parcel "B", a distance of 1860.34 feet to the Northeast corner of said Parcel "B"; thence South 01°43'21" East along the East boundary of said Parcel "B", a distance of 540.64 feet; thence South 89°56'41" West along a line 540.42 feet South of and parallel with, when measured at right angles to, said North boundary, a distance of 1862.41 feet; thence North 01°30'11" West along the West boundaries of said Parcels "B" and "A", a distance of 540.58 feet to the POINT OF BEGINNING.

Said lands situate in the City of Lauderdale Lakes, Broward County, Florida.

EXHIBIT "C"
(Improvements)

Licensed use of right-of-way for vehicular and pedestrian crossing including the following improvements: Twin 48" reinforced concrete pipes, concrete endwall, 18" reinforced concrete pipe, concrete paver roadway, curb, sidewalk, utility facilities, and landscaping, as more particularly shall be set forth in plans approved by the Licensor ("Plans").

A full-size set of the Plans are on file with the Broward County Highway and Construction Division under Project Reference No. 160107001

This instrument was prepared by:
Broward County Real Property Section
115 S. Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
Folio Nos. 4942-18-00-0088, 4942-18-27-0010

BOAT RAMP AND CANAL ACCESS EASEMENT AGREEMENT

This BOAT RAMP AND CANAL ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 20__ ("Effective Date"), by and between ATLANTIC CYPRESS CREEK, LLC, a Delaware Limited Liability Company, whose address is 1025 Kane Concourse #215, Bay Harbor Islands, Florida 33165, and its successors and assigns ("Grantor"), and BROWARD COUNTY, a political subdivision of the State of Florida, whose address is 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301 ("County").

RECITALS:

WHEREAS, Grantor is the owner of certain real property located in Broward County, Florida, and more particularly described as follows:

See Exhibit "A" and Exhibit "B," attached hereto and made a part hereof ("Property"); and

WHEREAS, a boat ramp ("Boat Ramp") is built on the Property; and

WHEREAS, County desires a perpetual, non-exclusive easement on, over, across, and through the Property for the purposes of accessing and using the Boat Ramp built on the Property ("Easement"); and

WHEREAS, Grantor is willing to grant the Easement to County upon the terms contained in this Agreement;

NOW THEREFORE, for good and valuable consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals set forth in the above WHEREAS clauses are true, accurate, and incorporated herein by this reference.
2. Grantor hereby grants unto County the Easement in accordance with the terms of this Agreement.

3. Grantor may, for its own purposes, utilize the Property in any manner that does not unreasonably interfere with County's exercise of the Easement. Improvements, landscaping and utilities that do not interfere with the County's ingress or egress are permitted, recognizing that Grantor may install concrete, asphalt, paving stones or similar construction materials on the Property.
4. Although the Easement granted herein to County is non-exclusive, should Grantor grant any easement over the Property subsequent to the Effective Date of this Easement, any such subsequent easement shall specify that the easement holder must obtain approval from County before accessing or using the Property, including the Boat Ramp built thereon, which approval by County shall not be unreasonably withheld, denied, or delayed.
5. The Property may be improved by County, at County's expense, by paving the Property with concrete, asphalt, paving stones, or other similar construction materials.
6. No trees, landscaping, or encroachments of any kind, including utilities, shall be placed on or within the Property without the approval of County, which approval by County shall not be unreasonably withheld, denied, or delayed.
7. Grantor acknowledges that Grantor shall be responsible for maintenance and repair of the Property, including the Boat Ramp built thereon, and that County shall have the right, but not the obligation, to maintain and repair the Property, including the Boat Ramp. This maintenance and repair obligation includes the maintenance and repair of any paving completed on the Property by County. In the event that County incurs any expenses in maintaining or repairing the Property, including the Boat Ramp built thereon and any pavement completed pursuant to this Agreement, as a result of Grantor's failure to follow its maintenance and repair obligations specified in this paragraph 7, Grantor shall reimburse County for all reasonable expenses incurred for such maintenance or repair, which reasonable expenses shall include, but not be limited to, fees for such maintenance or repair, attorney's fees, and any other costs incurred by County to collect any such fees. However, before incurring any expenses for such maintenance or repair, except in an emergency, County shall provide written notice to Grantor at least five (5) business days prior to performing any such maintenance or repair work. During such period of time, Grantor may perform the work proposed by County or notify County that Grantor will perform said work to County's requirements within a reasonable period of time.
8. To the extent permitted by law, and without County waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes, each party is responsible for all personal injury and property damage caused, either by commission or omission, by itself and its officers, employees, and agents.
9. Grantor represents and warrants that it owns the Property.

10. County shall record this fully executed Agreement in its entirety in the Public Records of Broward County, Florida.
11. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
12. This Agreement contains the entire agreement between the parties relating to the Easement granted and obligations assumed pursuant to this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force and effect, excepting a subsequent modification reduced to writing, signed by the party to be charged therewith.
13. The rights granted herein to County may be released or modified by a written, recordable release or modification approved by Grantor and executed by County.
14. At the request of Grantor, County shall provide an estoppel letter from time to time confirming whether any outstanding amounts are due by Grantor to County under this Agreement.
15. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:

Broward County Administrator
Governmental Center, Room 4095 South Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to:

Real Property Section
Broward County Governmental Center, Room 501-RP
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR GRANTOR:

Atlantic Cypress Creek, LLC, a Delaware limited liability company
1025 Kane Concourse #215
Bay Harbor Islands, Florida 33165

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its proper officer, the day and year above written.

Signed, sealed and delivered in the presence of:

"Grantor"

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

By:

[Signature]

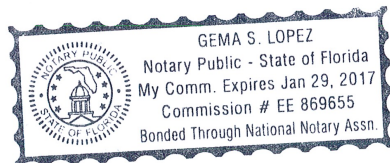
Howard D. Cohen

Name and Title

STATE OF Florida)
) SS.
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 13 day of November, 2015, by Howard D. Cohen who is
☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

(Seal)



NOTARY PUBLIC:

[Signature]
Print name:

My commission expires:

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD County through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____, 20___, and Grantor, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
____ day of _____, 20__

Insurance requirements approved by
Broward County
Risk Management Division:

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

 12/1/15
Risk Management Division
Jacqueline A. Binns
Risk Insurance and
Contracts Manager

By: James D. Rowlee 11/24/15
for Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

By: James D. Rowlee 11/24/15
James D. Rowlee (Date)
Senior Assistant County Attorney

CRC/dnt
10/12/15
Headway Office Park Boat Ramp and Canal Access Easement
15-089.74

EXHIBIT A

FOR: ATLANTIC / PACIFIC DEVELOPMENT

SKETCH AND DESCRIPTION
ACCESS EASEMENT**LEGAL DESCRIPTION:**

A PORTION OF THE WEST 200.00 FEET OF THE EAST 1061.35 FEET OF THE NORTH 991.0 FEET OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 18, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT WHERE THE SOUTH RIGHT-OF-WAY LINE OF WEST COMMERCIAL BOULEVARD (NW 50th STREET) INTERSECTS THE WEST LINE OF SAID WEST 200 FEET OF THE EAST 1061.35 FEET OF THE NORTH 991.0 FEET OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 18; THENCE SOUTH 75°48'06" EAST A DISTANCE OF 42.88 FEET; THENCE NORTH 89°52'28" EAST, A DISTANCE OF 73.46 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 17.00 FEET, THROUGH A CENTRAL ANGLE OF 60°52'08", FOR AN ARC DISTANCE OF 18.06 FEET; THENCE NORTH 88°17'34" EAST, A DISTANCE OF 13.93 FEET TO THE POINT OF BEGINNING, THE LAST FOUR (4) DESCRIBED COURSES LYING ALONG THE SOUTH BOUNDARY OF THAT CERTAIN RIGHT OF WAY DEDICATION FOR COMMERCIAL BOULEVARD (N.W. 50th STREET) AS DESCRIBED IN OFFICIAL RECORDS BOOK 31386, PAGE 1070 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 88°17'34" EAST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 24.00 FEET; THENCE SOUTH 01°43'21" EAST, A DISTANCE OF 103.07 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°16'39" EAST, A DISTANCE OF 12.81 FEET, THE LAST THREE (3) DESCRIBED COURSES LYING ALONG THE EDGE OF A PROPOSED BRICK DRIVE; THENCE SOUTH 01°43'21" EAST ALONG THE WEST BOUNDARY OF PARCEL "A", "CONTINENTAL PLAZA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 96, PAGE 14, OF SAID PUBLIC RECORDS, A DISTANCE OF 14.00 FEET; THENCE SOUTH 88°16'39" WEST, A DISTANCE OF 12.81 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 34.00 FEET, THROUGH A CENTRAL ANGLE OF 30°00'00", FOR AN ARC DISTANCE OF 17.80 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2.00 FEET, THROUGH A CENTRAL ANGLE OF 120°00'11", FOR AN ARC DISTANCE OF 4.19 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°43'21" EAST, A DISTANCE OF 20.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 93.50 FEET, THROUGH A CENTRAL ANGLE OF 27°05'11", FOR AN ARC DISTANCE OF 44.20 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 174.50 FEET, THROUGH A CENTRAL ANGLE OF 26°12'24", FOR AN ARC DISTANCE OF 79.82 FEET; THENCE SOUTH 00°02'52" EAST ALONG A LINE NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 133.59 FEET, THE LAST SEVEN (7) DESCRIBED COURSES LYING ALONG THE EDGE OF SAID BRICK DRIVE; THENCE SOUTH 89°56'41" WEST ALONG THE NORTH BOUNDARY OF THAT CERTAIN 40 FOOT DRAINAGE CANAL PER MINUTES OF CIRCUIT COURT BOOK 107, PAGE 250 OF SAID PUBLIC RECORDS, A DISTANCE OF 18.50 FEET; THENCE NORTH 00°02'52" WEST, A DISTANCE OF 125.95 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 318.25 FEET, THROUGH A CENTRAL ANGLE OF 06°54'43", FOR AN ARC DISTANCE OF 38.39 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6.75 FEET, THROUGH A CENTRAL ANGLE OF 150°57'08", FOR AN ARC DISTANCE OF 17.78 TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 68.75 FEET, THROUGH A CENTRAL ANGLE OF 35°57'36", FOR AN ARC DISTANCE OF 43.15 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°02'52" EAST, A DISTANCE OF 128.66 FEET, THE LAST FIVE (5) DESCRIBED COURSES LYING ALONG THE EDGE OF SAID BRICK DRIVE; THENCE SOUTH 89°56'41" WEST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 18.50 FEET; THENCE NORTH 00°02'52" WEST, A DISTANCE OF 128.66 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS SOUTH 89°56'34" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 88.00 FEET, THROUGH A CENTRAL ANGLE OF 53°28'35", FOR AN ARC DISTANCE OF 82.13 FEET TO A POINT ON THE ARC OF A NON TANGENT CIRCULAR CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS NORTH 38°05'52" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID NON TANGENT CURVE HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 52°39'35", FOR AN ARC DISTANCE OF 59.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°43'21" WEST, A DISTANCE OF 156.60 FEET TO THE POINT OF BEGINNING, THE LAST FOUR (4) DESCRIBED COURSES LYING ALONG THE EDGE OF SAID BRICK DRIVE.

SAID LANDS LYING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 13,337 SQUARE FEET OR (0.306 ACRES) MORE OR LESS.

G:\2013\13-0054-LAUDERDALE LAKES SITE\DRAWINGS\130054_SD_ACCESS EASEMENT TAMARAC

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.



CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-8409 TEL.: (954) 739-8400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 277
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2015

UPDATES and/or REVISIONS	DATE	BY	CK'D
JOB NO.: 13-0054	SHEET 1 OF 3 SHEETS		
DRAWN BY: RY	F.B. N/A	PG. N/A	
CHECKED BY: TCS	DATED: 08-17-15		

EXHIBIT A

ACCESS EASEMENT

LEGEND

B.C.R. BROWARD COUNTY RECORDS
 L ARC LENGTH
 O.R.B. OFFICAL RECORD BOOK
 P.B. PLAT BOOK
 PG. PAGE
 P.O.B. POINT OF BEGINNING
 R RADIUS
 R.P. REFERENCE POINT
 R/W RIGHT OF WAY
 Δ CENTRAL ANGLE
 @ CENTERLINE

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, THE CENTERLINE OF COMMERCIAL BOULEVARD (N.W. 50th STREET) IS ASSUMED TO BEAR NORTH 89° 56' 41" EAST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

CERTIFICATE:


WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

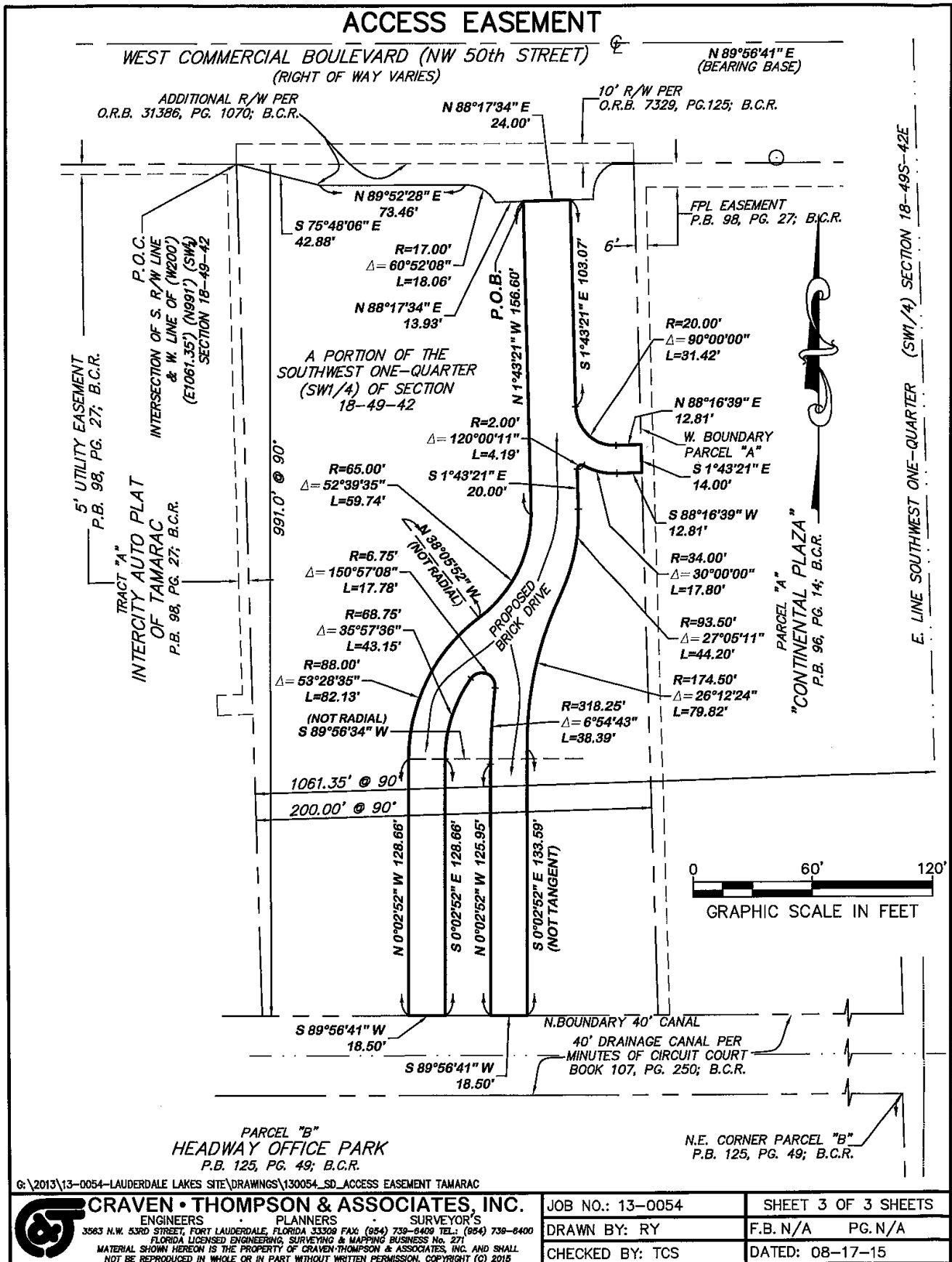
CRAVEN THOMPSON & ASSOCIATES, INC.
 LICENSED BUSINESS NUMBER #271

RAYMOND YOUNG
 PROFESSIONAL SURVEYOR AND MAPPER NO 5799
 STATE OF FLORIDA

THE SKETCH OF SURVEY AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

G:\2013\13-0054-LAUDERDALE LAKES SITE\DRAWINGS\130054_SD_ACCESS EASEMENT TAMARAC

 CRAVEN • THOMPSON & ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYOR'S 3883 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33308 FAX: (954) 738-8409 TEL: (954) 738-8400 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2015	JOB NO.: 13-0054	SHEET 2 OF 3 SHEETS
	DRAWN BY: RY	F.B.N/A PG.N/A
	CHECKED BY: TCS	DATED: 08-17-15



FOR: **ATLANTIC / PACIFIC DEVELOPMENT****SKETCH AND DESCRIPTION
BOAT RAMP EASEMENT****LEGAL DESCRIPTION:**

STRIPS OF LAND 12 FEET IN WIDTH BEING A PORTION OF PARCEL "B", HEADWAY OFFICE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING 6 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE FOLLOWING DESCRIBED CENTERLINES:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL "B"; THENCE SOUTH 89° 56' 41" WEST ALONG THE NORTH BOUNDARY OF SAID PARCEL "B", A DISTANCE OF 898.24 FEET TO THE POINT OF BEGINNING #1, SAID POINT HEREINAFTER KNOWN AS REFERENCE POINT #1; THENCE SOUTH 00° 02' 52" EAST, A DISTANCE OF 0.23 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 31.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 27", FOR AN ARC DISTANCE OF 48.70 FEET TO A POINT OF TANGENCY; THENCE NORTH 89° 56' 41" EAST ALONG A LINE 31.24 FEET SOUTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, SAID NORTH BOUNDARY, A DISTANCE OF 113.32 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 111.00 FEET, THROUGH A CENTRAL ANGLE OF 18° 59' 20", FOR AN ARC DISTANCE OF 36.79 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 18° 59' 20", FOR AN ARC DISTANCE OF 16.57 FEET TO A POINT OF TANGENCY; THENCE NORTH 89° 56' 41" EAST ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, SAID NORTH BOUNDARY, A DISTANCE OF 636.46 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 27.00 FEET, THROUGH A CENTRAL ANGLE OF 88° 19' 58", FOR AN ARC DISTANCE OF 41.63 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01° 43' 21" EAST ALONG A LINE 40.00 FEET WEST OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE EAST BOUNDARY OF SAID PARCEL "B", A DISTANCE OF 402.49 TO THE POINT OF TERMINUS #1, SAID POINT HEREINAFTER KNOWN AS REFERENCE POINT #2.

TOGETHER WITH:

COMMENCE AT SAID REFERENCE POINT #1; THENCE SOUTH 89° 56' 41" WEST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 41.45 FEET TO THE POINT OF BEGINNING #2; THENCE SOUTH 00° 02' 52" EAST, A DISTANCE OF 0.23 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 31.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 27", FOR AN ARC DISTANCE OF 48.70 TO A POINT OF TANGENCY; THENCE NORTH 89° 56' 41" EAST, A DISTANCE OF 41.45 FEET TO THE POINT OF TERMINUS #2.

TOGETHER WITH:

A PORTION OF PARCEL "B", HEADWAY OFFICE PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT SAID REFERENCE POINT #2; THENCE NORTH 88° 16' 39" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 01° 43' 21" EAST, A DISTANCE OF 1.79 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88° 19' 58", FOR AN ARC DISTANCE OF 38.54 FEET TO A POINT OF TANGENCY; THENCE NORTH 89° 56' 41" EAST, A DISTANCE OF 9.73 FEET; THENCE SOUTH 01° 43' 21" EAST ALONG THE EAST BOUNDARY OF SAID PARCEL "B", A DISTANCE OF 12.01 FEET; THENCE SOUTH 89° 56' 41" WEST, A DISTANCE OF 92.08 FEET; THENCE NORTH 00° 03' 19" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 89° 56' 41" EAST, A DISTANCE OF 19.97 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91° 37' 23", FOR AN ARC DISTANCE OF 39.98 FEET; THENCE NORTH 88° 16' 39" EAST ALONG A LINE NOT RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING #3.

SAID LINE SITUATED IN THE CITY OF TAMARAC AND THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA. AND CONTAINING 18,095 SQUARE FEET OR (0.415 ACRES) MORE OR LESS.

G:\2013\13-0054-LAUDERDALE LAKES SITE\DRAWINGS\130054_SD_BOAT RAMP EASEMENT

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D

CRAVEN • THOMPSON & ASSOCIATES, INC.
 ENGINEERS • PLANNERS • SURVEYOR'S
 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL
 NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2015

JOB NO.: 13-0054	SHEET 1 OF 3 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: TCS	DATED: 08-10-15

12' BOAT RAMP EASEMENT

LEGEND

B.C.R. BROWARD COUNTY RECORDS
 L ARC LENGTH
 O.R.B. OFFICIAL RECORD BOOK
 P.B. PLAT BOOK
 PG. PAGE
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 P.O.T. POINT OF TERMINUS
 R RADIUS
 R.P. REFERENCE POINT
 R/W RIGHT OF WAY
 Δ CENTRAL ANGLE
 CL CENTERLINE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, THE NORTH BOUNDARY OF PARCEL "B", HEADWAY OFFICE PARK, PLAT BOOK 125, PAGE 49, BROWARD COUNTY RECORDS, IS ASSUMED TO BEAR SOUTH 89° 56' 41" WEST.
2. THE SIDELINES OF THE PRECEDING STRIP DESCRIPTIONS ARE TO BE LENGTHENED OR SHORTENED TO FORM CONTINUOUS STRIPS OF LAND.
3. THIS SKETCH AND DESCRIPTION CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

CERTIFICATE:


WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
 LICENSED BUSINESS NUMBER #271

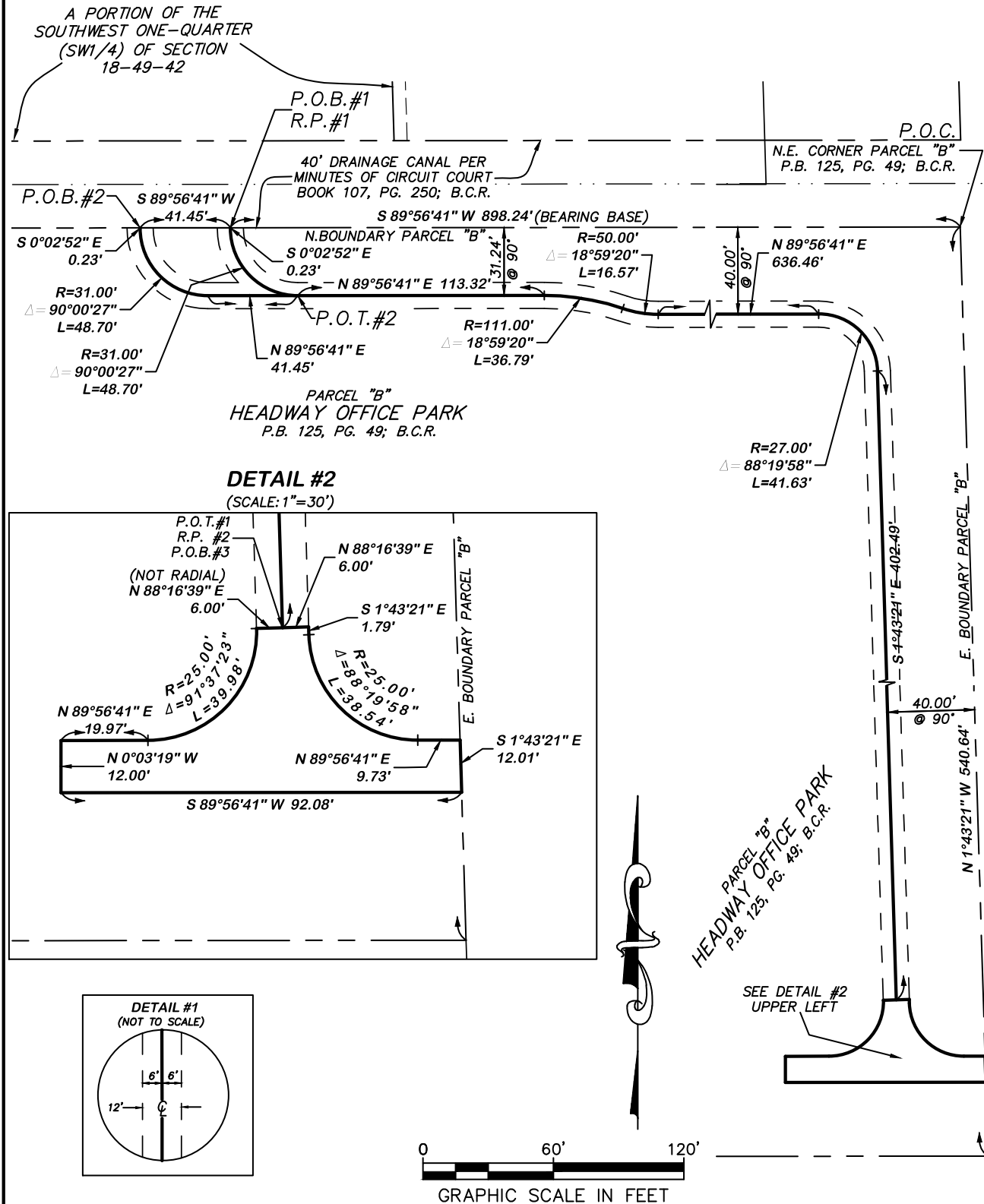
RAYMOND YOUNG
 PROFESSIONAL SURVEYOR AND MAPPER NO 5799
 STATE OF FLORIDA

THE SKETCH OF SURVEY AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

G:\2013\13-0054-LAUDERDALE LAKES SITE\DRAWINGS\130054_SD_BOAT RAMP EASEMENT

 CRAVEN • THOMPSON & ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYOR'S 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2015	JOB NO.: 13-0054	SHEET 2 OF 3 SHEETS
	DRAWN BY: RY	F.B. N/A PG. N/A
	CHECKED BY: TCS	DATED: 08-10-15

12' BOAT RAMP EASEMENT



G:\2013\13-0054-LAUDERDALE LAKES SITE\DRAWINGS\130054_SD_BOAT RAMP EASEMENT

This instrument was prepared by:
City of Tamarac
7525 NW 88 Avenue
Tamarac, Florida 33321

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 20__ ("Effective Date"), by and between the CITY OF TAMARAC, FLORIDA, a municipal corporation of the State of Florida, whose address is 7525 NW 88th Avenue, Tamarac, Florida 33321 ("City"), and BROWARD COUNTY, a political subdivision of the State of Florida, whose address is 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301 ("County").

RECITALS:

WHEREAS, City is the owner of certain real property located in Broward County, Florida, more particularly described as follows:

See **Exhibit "A,"** attached hereto and made a part hereof ("City Property");
and

WHEREAS, County has a boat ramp and canal access easement over property adjacent to the City Property, as more particularly described as follows:

See **Exhibits "B" and "C,"** attached hereto and made a part hereof (together referenced as the "Boat Ramp and Canal Access Easement Area"); and

WHEREAS, County desires a perpetual, non-exclusive easement on, over, across, and through the City Property ("Easement") for the purposes of ingress, egress, and access to and from the Boat Ramp and Canal Access Easement Area; and

WHEREAS, City is willing to grant the Easement to County upon the terms contained in this Agreement;

NOW THEREFORE, for good and valuable consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals set forth in the above WHEREAS clauses are true, accurate, and incorporated herein by this reference.
2. City hereby grants unto County the Easement in accordance with the terms of this Agreement.

3. City may, for its own purposes, utilize the City Property in any manner that does not unreasonably interfere with County's exercise of the Easement.
4. To the extent permitted by law, and without either party waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes, each party is responsible for all personal injury and property damage caused, either by commission or omission, by itself and its officers, employees, and agents.
5. City represents and warrants that it owns the City Property.
6. County shall record this fully executed Agreement in its entirety in the Public Records of Broward County, Florida.
7. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
8. This Agreement contains the entire agreement between the parties relating to the Easement granted and obligations assumed pursuant to this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force and effect, excepting a subsequent modification reduced to writing, signed by the party to be charged therewith.
9. The rights granted herein to County may be released or modified by a written, recordable release or modification approved by City and executed by County.
10. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:

Broward County Real Property Section
Attn: Real Property Director
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: pbhogaita@broward.org

FOR CITY:

Michael C. Cernech, City Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321
(954) 597-3510

With Copies to:

Jack Strain, Director, Public Services
City of Tamarac
9901 NW 77 Street
Tamarac, FL 33321
(954) 597-3700

Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd, Suite 200
Fort Lauderdale, FL 33308
(954) 771-4500

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD County through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____, 20__, and Grantor, signing by and through its City Manager, duly authorized to execute same.

CITY OF TAMARAC

ATTEST:



BY: _____
Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

DATE: _____

APPROVED AS TO LEGAL FORM:

Office of the City Attorney

DATE: _____

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
____ day of _____, 20__

Insurance requirements approved by
Broward County
Risk Management Division:

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

By: _____
James D. Rowlee (Date)
Senior Assistant County Attorney

EXHIBIT "A"

REFERENCED IN THAT CERTAIN MAINTENANCE AGREEMENT BY AND BETWEEN CITY OF TAMARAC, FLORIDA AND ATLANTIC CYPRESS CREEK, LLC, DATED 27th April, 2016.

LEGAL DESCRIPTION OF CITY'S PROPERTY

The north 20' of the following described property:

<p>FOR: ATLANTIC / PACIFIC DEVELOPMENT</p> <p>LEGAL DESCRIPTION:</p> <p>THE WEST 200.00 FEET, OF THE EAST 1061.35 FEET, OF THE SOUTH 40.00 FEET, OF THE NORTH 1,031.0 FEET OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 18, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF WEST COMMERCIAL BOULEVARD (NW 50th STREET).</p> <p>SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA. CONTAINING 8,003 SQUARE FEET OR 0.184 ACRES MORE OR LESS.</p> <p>NOTES:</p> <p>BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, THE CENTERLINE OF COMMERCIAL BOULEVARD (N.W. 50th STREET) IS ASSUMED TO BEAR NORTH 89° 56' 41" EAST.</p> <p>THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.</p> <p>TITLE NOTES:</p> <p>TITLE EXCEPTIONS LISTED BELOW ARE REFERENCED TO THE COMMITMENT FOR TITLE PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO.: 15061376 SWR; AGENT FILE # FL DOT; EFFECTIVE DATE: MAY 18, 2015 AT 8:00 AM.</p> <p>7. THE HEREON DESCRIBED PROPERTY IS AFFECTED BY: DRAINAGE RESERVATIONS CONTAINED IN DEED FROM TRUSTEES OF THE INTERNAL IMPROVEMENT FUND RECORDED IN DEED BOOK 222, PAGE 121. (NOT PLOTTABLE).</p> <p>8. THE HEREON DESCRIBED PROPERTY IS NOT AFFECTED BY: DRAINAGE RESERVATION CONTAINED IN DEED FROM TRUSTEES OF THE INTERNAL IMPROVEMENT FUND RECORDED IN DEED BOOK 226, PAGE 230.</p> <p>9. THE HEREON DESCRIBED PROPERTY IS NOT AFFECTED BY: EASEMENT IN FAVOR OF AMERICAN TELEPHONE & TELEGRAPH COMPANY IN DEED BOOK 381, PAGE 389.</p> <p>10. THE HEREON DESCRIBED PROPERTY IS AFFECTED BY: COVENANTS, RESTRICTIONS AND EASEMENTS CONTAINED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8608, PAGE 843. (AFFECTS N. 20 FEET OF CANAL, RESERVES ACCESS TO LAKE TO THE SOUTH, (NOT PLOTTABLE).</p> <p>11. THE HEREON DESCRIBED PROPERTY IS NOT AFFECTED BY: ORDINANCE NO. 83-12 REGARDING HEADWAY OFFICE PARK DEVELOPMENT OF REGIONAL IMPACT RECORDED IN OFFICIAL RECORDS BOOK 10774, PAGE 594, AS AFFECTED BY ORDINANCE NO. 84-17 RECORDED IN OFFICIAL RECORDS BOOK 23062, PAGE 178; AND NOTICE OF ADOPTION OF AN AMENDMENT TO THE HEADWAY OFFICE PARK DEVELOPMENT OF REGIONAL IMPACT ORDINANCE 97-16 RECORDED IN OFFICIAL RECORDS BOOK 27482, PAGE 901.</p> <p>13. THE HEREON DESCRIBED PROPERTY IS NOT AFFECTED BY: TERMS AND CONDITIONS OF THE MASTER DEVELOPMENT AGREEMENT, TOGETHER WITH EASEMENTS AND PROVISIONS FOR ASSESSMENTS CONTAINED IN OFFICIAL RECORDS BOOK 11899, PAGE 536; AS AFFECTED BY ORDINANCE NO 94-17 RECORDED IN OFFICIAL RECORDS BOOK 23062, PAGE 178.</p> <p>14. THE HEREON DESCRIBED PROPERTY IS AFFECTED BY: DRAINAGE EASEMENT IN FAVOR OF BROWARD COUNTY AND STATE ROAD DEPARTMENT OF THE STATE OF FLORIDA BY FINAL JUDGMENT IN CASE NO. L-84-902 RECORDED IN CIRCUIT COURT MINUTE BOOK 98, PAGE 220 AND FINAL JUDGMENT IN CASE NO. L-84-902 RECORDED IN CIRCUIT COURT MINUTE BOOK 107, PAGE 250. (NOT PLOTTABLE)</p> <p>CERTIFICATE:</p> <p>WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 6J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.</p> <p style="text-align: right;">GRAVEN THOMPSON & ASSOCIATES, INC. LICENSED BUSINESS NUMBER #271</p> <p style="text-align: right;">RAYMOND YOUNG PROFESSIONAL SURVEYOR AND MAPPER NO 5799 STATE OF FLORIDA</p> <p style="text-align: center;">THE SKETCH OF SURVEY AND REPORT ON THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</p>	<p>SKETCH AND DESCRIPTION ADJACENT CANAL</p>														
<p>Q:\2013\13-0054-LAURENDALE LAKES STE\DRAWINGS\130054_00_CANAL</p>															
<p>THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.</p> <p>The undersigned and GRAVEN THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to assessments, rights-of-way, wet back lines, reservations, easements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were set abstracted for right-of-way and/or easements of record.</p>															
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DRAWN BY: RY		F.B.N/A PG.N/A													
CHECKED BY: TCS		DATED: 08-24-13													

REFERENCED IN THAT CERTAIN MAINTENANCE AGREEMENT BY AND BETWEEN CITY OF TAMARAC, FLORIDA AND ATLANTIC CYPRESS CREEK, LLC, DATED 23rd April, 2016.

SKETCH AND DESCRIPTION
EXHIBIT "A"

THE WEST 200.00 FEET, OF THE EAST 1081.33 FEET, OF THE SOUTH 20.00 FEET, OF THE NORTH 1,031.0 FEET OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 18, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF WEST COMMERCIAL BOULEVARD (NW 50th STREET).

Said LANDS SITUATE IN THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, CONTAINING 4,000 SQUARE FEET OR 0.092 ACRES MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERICAN. THE CENTERLINE OF COMMERCIAL BOULEVARD (N.W. 30th STREET) IS ASSUMED TO BEAR NORTH 89° 50' 41" EAST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

B.C.R.	BROWARD COUNTY RECORDS
L	ARC LENGTH
O.R.B.	OFFICAL RECORD BOOK
P.B.	PLAT BOOK
P.G.	PAGE
R	RADIUS
θ	CENTRAL ANGLE
C	CENTERLINE

Raymond Young,
PSM 5799

THE DETCH OF SURVEY AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

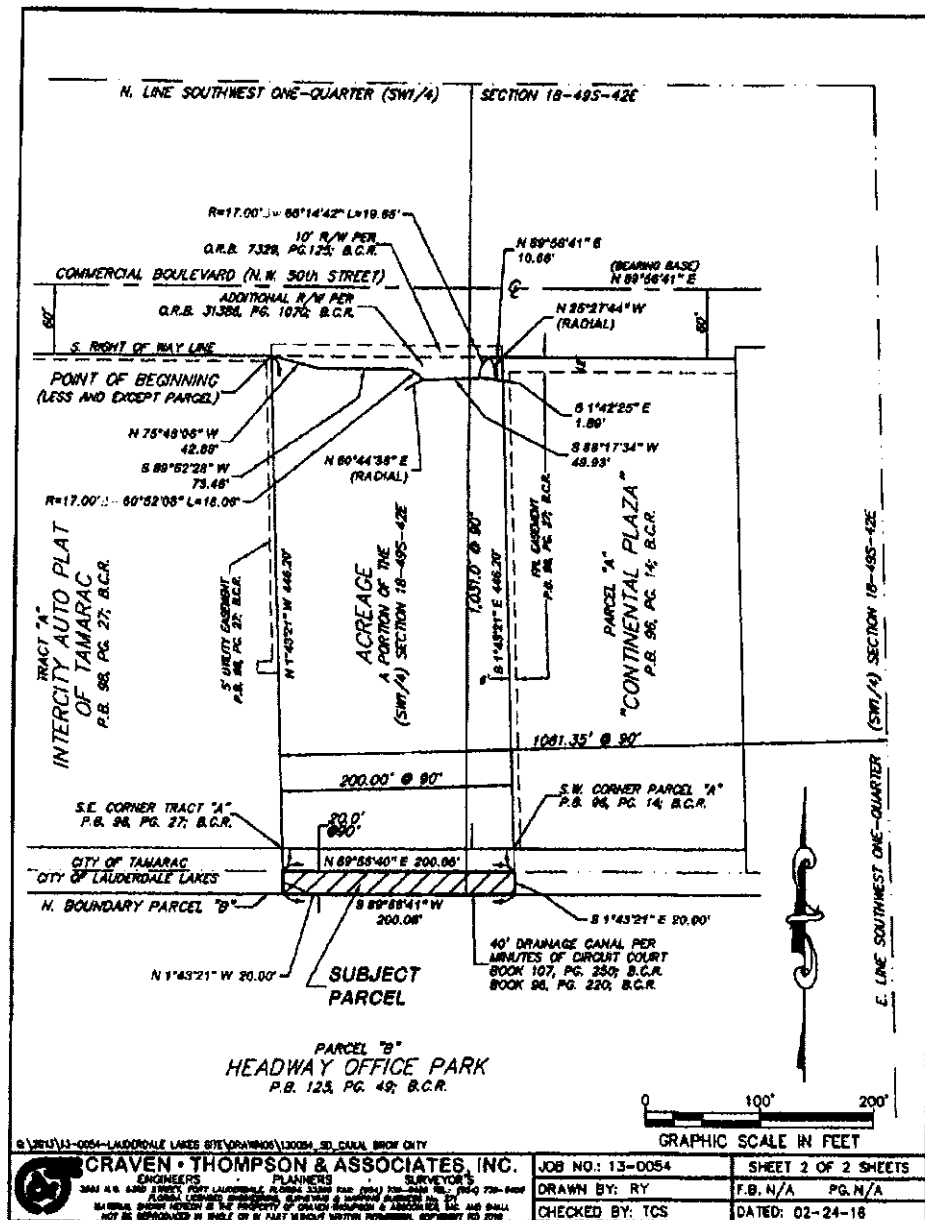
845 IS NOT A SECTION OF SURVEY, but only a graphic depiction of the description shown herein. There has been no field work, staking of the subject property, or monuments set in connection with the preparation of the information shown herein.

The undersigned and GRAVENHORN & ASSOCIATES, INC. make no representations or guarantee as to the information reflected herein pertaining to accounts, rights-of-way, easements, reservations, covenants and other similar matters, and further, this instrument is not intended to reflect or set forth of such matters. Such information shall be obtained and examined by others through appropriate title verification. Lends herein were not abstracted for right-of-way and/or easements or records.

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3034 N.W. 13TH STREET, FORT LAUDERDALE, FLORIDA 33309 FAX (904) 720-2880 TOLL FREE (800) 724-6462
FLORIDA LICENSED PROFESSIONAL ENGINEERS & SURVEYORS LICENSE NO. 271
NATIONAL BURNING HEATERS IS THE PROPERTY OF CRAVEN THOMPSON & ASSOCIATES, INC. AND SHALL
NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. SEPTEMBER / JIC 2014

UPDATES and/or REVISIONS		DATE	BY	CX
1. REVISE PER COUNTY COMMENTS		3/1/16	RY	RY

JOB NO.: 13-0054	SHEET 1 OF 2 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: TCS	DATED: 02-24-16



25470623.6
41483.0001

EXHIBIT "B"

BOAT RAMP AND CANAL ACCESS EASEMENT AGREEMENT

This instrument was prepared by:
Broward County Real Property Section
115 S. Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
Folio Nos. 4942-18-00-0088, 4942-18-27-0010

BOAT RAMP AND CANAL ACCESS EASEMENT AGREEMENT

This BOAT RAMP AND CANAL ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 20____ ("Effective Date"), by and between ATLANTIC CYPRESS CREEK, LLC, a Delaware Limited Liability Company, whose address is 1025 Kane Concourse #215, Bay Harbor Islands, Florida 33185, and its successors and assigns ("Grantor"), and BROWARD COUNTY, a political subdivision of the State of Florida, whose address is 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301 ("County").

RECITALS:

WHEREAS, Grantor is the owner of certain real property located in Broward County, Florida, and more particularly described as follows:

See Exhibit "A" and Exhibit "B," attached hereto and made a part hereof ("Property"); and

WHEREAS, a boat ramp ("Boat Ramp") is built on the Property; and

WHEREAS, County desires a perpetual, non-exclusive easement on, over, across, and through the Property for the purposes of accessing and using the Boat Ramp built on the Property ("Easement"); and

WHEREAS, Grantor is willing to grant the Easement to County upon the terms contained in this Agreement;

NOW THEREFORE, for good and valuable consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals set forth in the above WHEREAS clauses are true, accurate, and incorporated herein by this reference.
2. Grantor hereby grants unto County the Easement in accordance with the terms of this Agreement.

3. Grantor may, for its own purposes, utilize the Property in any manner that does not unreasonably interfere with County's exercise of the Easement. Improvements, landscaping and utilities that do not interfere with the County's ingress or egress are permitted, recognizing that Grantor may install concrete, asphalt, paving stones or similar construction materials on the Property.
4. Although the Easement granted herein to County is non-exclusive, should Grantor grant any easement over the Property subsequent to the Effective Date of this Easement, any such subsequent easement shall specify that the easement holder must obtain approval from County before accessing or using the Property, including the Boat Ramp built thereon, which approval by County shall not be unreasonably withheld, denied, or delayed.
5. The Property may be improved by County, at County's expense, by paving the Property with concrete, asphalt, paving stones, or other similar construction materials.
6. No trees, landscaping, or encroachments of any kind, including utilities, shall be placed on or within the Property without the approval of County, which approval by County shall not be unreasonably withheld, denied, or delayed.
7. Grantor acknowledges that Grantor shall be responsible for maintenance and repair of the Property, including the Boat Ramp built thereon, and that County shall have the right, but not the obligation, to maintain and repair the Property, including the Boat Ramp. This maintenance and repair obligation includes the maintenance and repair of any paving completed on the Property by County. In the event that County incurs any expenses in maintaining or repairing the Property, including the Boat Ramp built thereon and any pavement completed pursuant to this Agreement, as a result of Grantor's failure to follow its maintenance and repair obligations specified in this paragraph 7, Grantor shall reimburse County for all reasonable expenses incurred for such maintenance or repair, which reasonable expenses shall include, but not be limited to, fees for such maintenance or repair, attorney's fees, and any other costs incurred by County to collect any such fees. However, before incurring any expenses for such maintenance or repair, except in an emergency, County shall provide written notice to Grantor at least five (5) business days prior to performing any such maintenance or repair work. During such period of time, Grantor may perform the work proposed by County or notify County that Grantor will perform said work to County's requirements within a reasonable period of time.
8. To the extent permitted by law, and without County waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes, each party is responsible for all personal injury and property damage caused, either by commission or omission, by itself and its officers, employees, and agents.
9. Grantor represents and warrants that it owns the Property.

10. County shall record this fully executed Agreement in its entirety in the Public Records of Broward County, Florida.
11. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
12. This Agreement contains the entire agreement between the parties relating to the Easement granted and obligations assumed pursuant to this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force and effect, excepting a subsequent modification reduced to writing, signed by the party to be charged therewith.
13. The rights granted herein to County may be released or modified by a written, recordable release or modification approved by Grantor and executed by County.
14. At the request of Grantor, County shall provide an estoppel letter from time to time confirming whether any outstanding amounts are due by Grantor to County under this Agreement.
15. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:

Broward County Administrator
Governmental Center, Room 4095 South Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to:

Real Property Section
Broward County Governmental Center, Room 501-RP
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR GRANTOR:

Atlantic Cypress Creek, LLC, a Delaware limited liability company
1025 Kane Concourse #215
Bay Harbor Islands, Florida 33165

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its proper officer, the day and year above written.

Signed, sealed and delivered in the presence of:

"Grantor"

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

By:

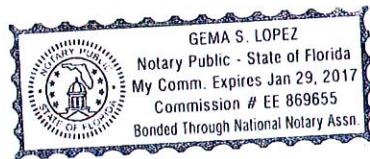
Howard D. Cohen

Name and Title

STATE OF Florida)
) SS.
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 13 day of November, 2015, by Howard D. Cohen who is
☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

(Seal)



NOTARY PUBLIC:

Print name:

My commission expires:

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD County through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____, 20___, and Grantor, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:


BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
____ day of _____, 20__

Insurance requirements approved by
Broward County
Risk Management Division:

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

 12/1/15
for Carlos Rodriguez-Cabarrocas
Assistant County Attorney

By: James D. Rowlee 11/24/15
for Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

By: James D. Rowlee 11/24/15
James D. Rowlee (Date)
Senior Assistant County Attorney

CRC/dnt
10/12/15
Headway Office Park Boat Ramp and Canal Access Easement
15-089.74

SKETCH AND LEGAL DESCRIPTION OF THE COUNTY'S BOAT RAMP AND CANAL ACCESS EASEMENT AREA

FOR: **ATLANTIC / PACIFIC DEVELOPMENT**

SKETCH AND DESCRIPTION ACCESS EASEMENT

A PORTION OF THE WEST 200.00 FEET OF THE EAST 1061.35 FEET OF THE NORTH 991.0 FEET OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 18, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT WHERE THE SOUTH RIGHT-OF-WAY LINE OF WEST COMMERCIAL BOULEVARD (NW 50TH STREET) INTERSECTS THE WEST LINE OF SAID WEST 200 FEET OF THE EAST 1081.35 FEET OF THE NORTH 991.0 FEET OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 18; THENCE SOUTH 75°48'06" EAST A DISTANCE OF 42.88 FEET; THENCE NORTH 89°52'28" EAST, A DISTANCE OF 73.46 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 17.00 FEET, THROUGH A CENTRAL ANGLE OF 60°52'08", FOR AN ARC DISTANCE OF 18.06 FEET; THENCE NORTH 88°17'34" EAST, A DISTANCE OF 13.93 FEET TO THE POINT OF BEGINNING, THE LAST FOUR (4) DESCRIBED COURSES LYING ALONG THE SOUTH BOUNDARY OF THAT CERTAIN RIGHT OF WAY DEDICATION FOR COMMERCIAL BOULEVARD (N.W. 50TH STREET) AS DESCRIBED IN OFFICIAL RECORDS BOOK 31386, PAGE 1070 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 88°17'34" EAST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 24.00 FEET; THENCE SOUTH 01°43'21" EAST, A DISTANCE OF 103.07 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°16'39" EAST, A DISTANCE OF 12.81 FEET, THE LAST THREE (3) DESCRIBED COURSES LYING ALONG THE EDGE OF A PROPOSED BRICK DRIVE; THENCE SOUTH 01°43'21" EAST ALONG THE WEST BOUNDARY OF PARCEL "A", "CONTINENTAL PLAZA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 96, PAGE 14, OF SAID PUBLIC RECORDS, A DISTANCE OF 14.00 FEET; THENCE SOUTH 88°16'39" WEST, A DISTANCE OF 12.81 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 34.00 FEET, THROUGH A CENTRAL ANGLE OF 30°00'00", FOR AN ARC DISTANCE OF 17.80 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2.00 FEET, THROUGH A CENTRAL ANGLE OF 120°00'11", FOR AN ARC DISTANCE OF 4.19 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°43'21" EAST, A DISTANCE OF 20.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 93.50 FEET, THROUGH A CENTRAL ANGLE OF 27°05'11", FOR AN ARC DISTANCE OF 44.20 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 174.50 FEET, THROUGH A CENTRAL ANGLE OF 26°12'24", FOR AN ARC DISTANCE OF 79.82 FEET; THENCE SOUTH 00°02'52" EAST ALONG A LINE NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 133.59 FEET, THE LAST SEVEN (7) DESCRIBED COURSES LYING ALONG THE EDGE OF SAID BRICK DRIVE; THENCE SOUTH 89°56'41" WEST ALONG THE NORTH BOUNDARY OF THAT CERTAIN 40 FOOT DRAINAGE CANAL PER MINUTES OF CIRCUIT COURT BOOK 107, PAGE 250 OF SAID PUBLIC RECORDS, A DISTANCE OF 18.50 FEET; THENCE NORTH 00°02'52" WEST, A DISTANCE OF 125.95 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 318.25 FEET, THROUGH A CENTRAL ANGLE OF 06°54'43", FOR AN ARC DISTANCE OF 38.39 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6.75 FEET, THROUGH A CENTRAL ANGLE OF 150°57'08", FOR AN ARC DISTANCE OF 17.78 TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 68.75 FEET, THROUGH A CENTRAL ANGLE OF 35°57'36", FOR AN ARC DISTANCE OF 43.15 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°02'52" EAST, A DISTANCE OF 128.66 FEET, THE LAST FIVE (5) DESCRIBED COURSES LYING ALONG THE EDGE OF SAID BRICK DRIVE; THENCE SOUTH 89°56'41" WEST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 18.50 FEET; THENCE NORTH 00°02'52" WEST, A DISTANCE OF 128.66 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS SOUTH 89°56'34" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 68.00 FEET, THROUGH A CENTRAL ANGLE OF 53°28'35", FOR AN ARC DISTANCE OF 82.13 FEET TO A POINT ON THE ARC OF A NON TANGENT CIRCULAR CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS NORTH 38°05'52" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID NON TANGENT CURVE HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 52°39'35", FOR AN ARC DISTANCE OF 59.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°43'21" WEST, A DISTANCE OF 156.60 FEET TO THE POINT OF BEGINNING, THE LAST FOUR (4) DESCRIBED COURSES LYING ALONG THE EDGE OF SAID BRICK DRIVE.

SAID LANDS LYING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 13,337 SQUARE FEET OR (0.306 ACRES) MORE OR LESS.

G:\2013\13-0054-LAUDERDALE LAKES SITE\DRAWINGS\130054_SD_ACCESS EASEMENT TAMARAC

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to assessments, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or assessments of record.

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYOR'S
3063 N.W. 53RD STREET, PORT LAUDERDALE, FLORIDA 33309 FAX: (850) 730-6400 TEL: (850) 730-6400
FLORIDA LICENSED ENGINEERS, SURVEYING & MAPPING BUSINESS NO. 571
MATERIAL SHOWS PROPERTY OF CRAVEN THOMPSON & ASSOCIATES, INC. AND SHALL
NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2018

UPDATES and/or REVISIONS		DATE	BY	CK'D
JOB NO.: 13-0054		SHEET 1 OF 3 SHEETS		
DRAWN BY: RY		F.B. N/A	PG. N/A	
CHECKED BY: TCS		DATED: 08-17-15		

EXHIBIT A

ACCESS EASEMENT

LEGEND

B.C.R. BROWARD COUNTY RECORDS
L ARC LENGTH
O.R.B. OFFICIAL RECORD BOOK
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
R RADIUS
R.P. REFERENCE POINT
R/W RIGHT OF WAY
Δ CENTRAL ANGLE
C CENTERLINE

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, THE CENTERLINE OF COMMERCIAL BOULEVARD (N.W. 50th STREET) IS ASSUMED TO BEAR NORTH 89° 56' 41" EAST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 6J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271

RAYMOND YOUNG
PROFESSIONAL SURVEYOR AND MAPPER NO 5799
STATE OF FLORIDA

THE SKETCH OF SURVEY AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT
THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Q:\2013\13-0054-LAUDERDALE LAKES SITE\DRAWINGS\130054_SD_ACCESS EASEMENT TAMARAC



CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3263 N.W. 63RD STREET, FORT LAUDERDALE, FLORIDA 33308 FAX: (954) 738-6409 TEL: (954) 738-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL
NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2013

JOB NO.: 13-0054	SHEET 2 OF 3 SHEETS
DRAWN BY: RY	F.B.N/A PG.N/A
CHECKED BY: TCS	DATED: 08-17-15

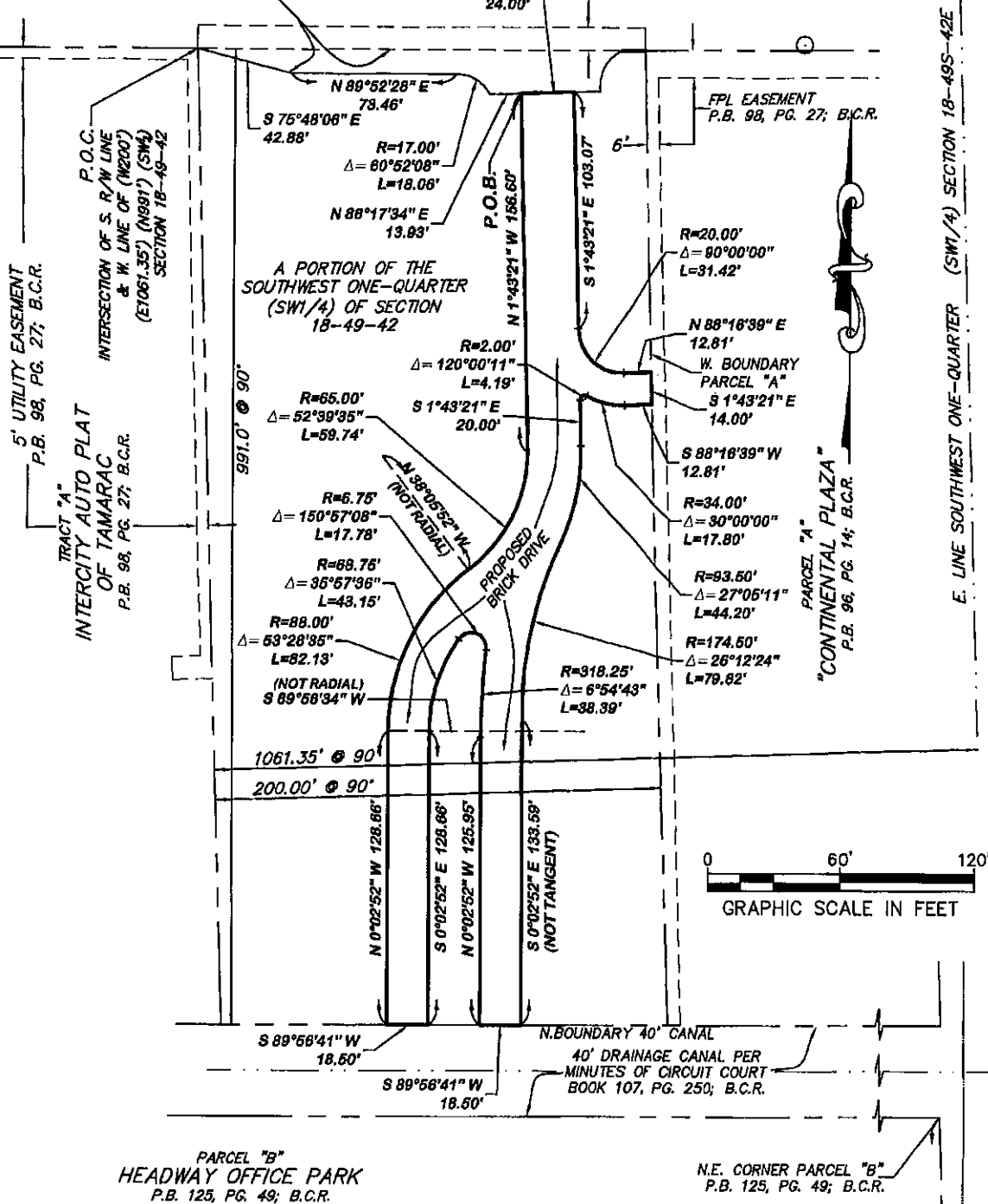
ACCESS EASEMENT

WEST COMMERCIAL BOULEVARD (NW 50th STREET)
(RIGHT OF WAY VARIES)

N 89°58'41" E
(BEARING BASE)

ADDITIONAL R/W PER
O.R.B. 31386, PG. 1070; B.C.R.

10' R/W PER
O.R.B. 7329, PG. 125; B.C.R.



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CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYOR'S
3543 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33308 FAX: (954) 738-6408 TEL: (954) 738-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL
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JOB NO.: 13-0054

SHEET 3 OF 3 SHEETS

DRAWN BY: RY

F.B. N/A PG. N/A

CHECKED BY: TCS

DATED: 08-17-15

FOR: ATLANTIC / PACIFIC DEVELOPMENT

SKETCH AND DESCRIPTION BOAT RAMP EASEMENT

LEGAL DESCRIPTION:

STRIPS OF LAND 12 FEET IN WIDTH BEING A PORTION OF PARCEL "B", HEADWAY OFFICE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING 6 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE FOLLOWING DESCRIBED CENTERLINES:

COMMENCE AT THE NORTHEAST CORNER OF SAID PARCEL "B"; THENCE SOUTH 89° 56' 41" WEST ALONG THE NORTH BOUNDARY OF SAID PARCEL "B", A DISTANCE OF 898.24 FEET TO THE POINT OF BEGINNING #1, SAID POINT HEREINAFTER KNOWN AS REFERENCE POINT #1; THENCE SOUTH 00° 02' 52" EAST, A DISTANCE OF 0.23 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 31.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 27", FOR AN ARC DISTANCE OF 48.70 FEET TO A POINT OF TANGENCY; THENCE NORTH 89° 56' 41" EAST ALONG A LINE 31.24 FEET SOUTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, SAID NORTH BOUNDARY, A DISTANCE OF 113.32 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 111.00 FEET, THROUGH A CENTRAL ANGLE OF 18° 59' 20", FOR AN ARC DISTANCE OF 36.79 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 18° 59' 20", FOR AN ARC DISTANCE OF 16.57 FEET TO A POINT OF TANGENCY; THENCE NORTH 89° 56' 41" EAST ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, SAID NORTH BOUNDARY, A DISTANCE OF 636.46 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 27.00 FEET, THROUGH A CENTRAL ANGLE OF 88° 19' 58", FOR AN ARC DISTANCE OF 41.63 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01° 43' 21" EAST ALONG A LINE 40.00 FEET WEST OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO, THE EAST BOUNDARY OF SAID PARCEL "B", A DISTANCE OF 402.49 TO THE POINT OF TERMINUS #1, SAID POINT HEREINAFTER KNOWN AS REFERENCE POINT #2.

TOGETHER WITH:

COMMENCE AT SAID REFERENCE POINT #1; THENCE SOUTH 89° 56' 41" WEST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 41.45 FEET TO THE POINT OF BEGINNING #2; THENCE SOUTH 00° 02' 52" EAST, A DISTANCE OF 0.23 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 31.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 27", FOR AN ARC DISTANCE OF 48.70 TO A POINT OF TANGENCY; THENCE NORTH 89° 56' 41" EAST, A DISTANCE OF 41.45 FEET TO THE POINT OF TERMINUS #2.

TOGETHER WITH:

A PORTION OF PARCEL "B", HEADWAY OFFICE PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 125, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT SAID REFERENCE POINT #2; THENCE NORTH 88° 16' 39" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 01° 43' 21" EAST, A DISTANCE OF 1.79 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88° 19' 58", FOR AN ARC DISTANCE OF 38.54 FEET TO A POINT OF TANGENCY; THENCE NORTH 89° 56' 41" EAST, A DISTANCE OF 9.73 FEET; THENCE SOUTH 01° 43' 21" EAST ALONG THE EAST BOUNDARY OF SAID PARCEL "B", A DISTANCE OF 12.01 FEET; THENCE SOUTH 89° 56' 41" WEST, A DISTANCE OF 92.08 FEET; THENCE NORTH 00° 03' 19" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 89° 56' 41" EAST, A DISTANCE OF 19.97 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91° 37' 23", FOR AN ARC DISTANCE OF 39.98 FEET; THENCE NORTH 88° 16' 39" EAST ALONG A LINE NOT RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING #3.

SAID LINE SITUATED IN THE CITY OF TAMARAC AND THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA. AND CONTAINING 18,095 SQUARE FEET OR (0.415 ACRES) MORE OR LESS.

G:\2013\13-0054-LAUDERDALE LAKES SITE\DRAWINGS\130054_SD_BOAT RAMP EASEMENT

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.



CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 738-6400 TEL.: (954) 738-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2015

UPDATES and/or REVISIONS		DATE	BY	CK'D
JOB NO.: 13-0054		SHEET 1 OF 3 SHEETS		
DRAWN BY: RY		F.B. N/A	PG. N/A	
CHECKED BY: TCS		DATED: 08-10-15		

12' BOAT RAMP EASEMENT

LEGEND

B.C.R. BROWARD COUNTY RECORDS
L ARC LENGTH
O.R.B. OFFICIAL RECORD BOOK
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.O.T. POINT OF TERMINUS
R RADIUS
R.P. REFERENCE POINT
R/W RIGHT OF WAY
Δ CENTRAL ANGLE
CL CENTERLINE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, THE NORTH BOUNDARY OF PARCEL "B", HEADWAY OFFICE PARK, PLAT BOOK 125, PAGE 49, BROWARD COUNTY RECORDS, IS ASSUMED TO BEAR SOUTH 89° 56' 41" WEST.
2. THE SIDELINES OF THE PRECEDING STRIP DESCRIPTIONS ARE TO BE LENGTHENED OR SHORTENED TO FORM CONTINUOUS STRIPS OF LAND.
3. THIS SKETCH AND DESCRIPTION CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

CERTIFICATE:


WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271

RAYMOND YOUNG
PROFESSIONAL SURVEYOR AND MAPPER NO 5799
STATE OF FLORIDA

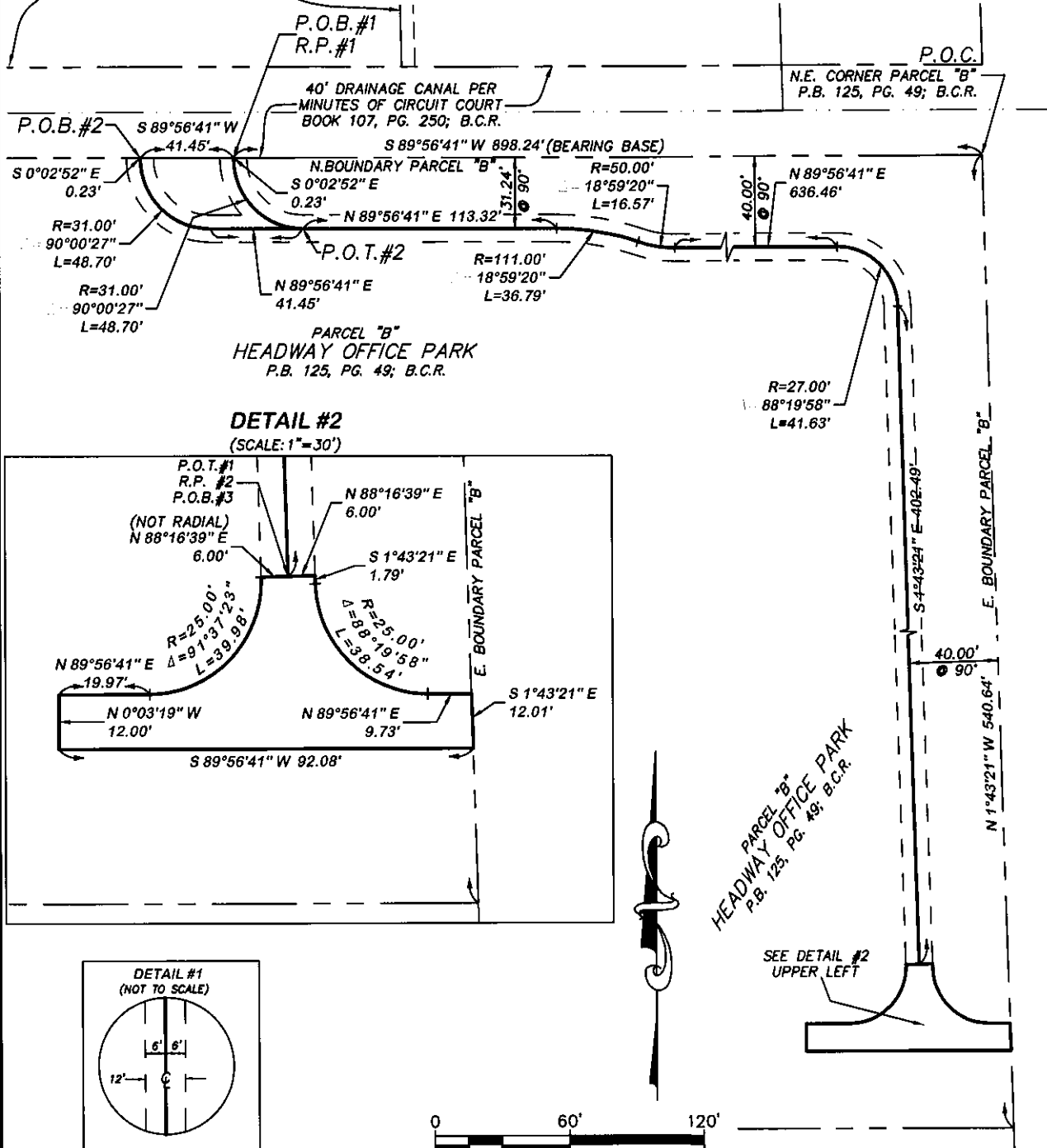
THE SKETCH OF SURVEY AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

G:\2013\13-0054-LAUDERDALE LAKES SITE\DRAWINGS\130054_SD_BOAT RAMP EASEMENT

 CRAVEN • THOMPSON & ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYOR'S 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33308 FAX: (954) 739-6409 TEL: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2015	JOB NO.: 13-0054	SHEET 2 OF 3 SHEETS
	DRAWN BY: RY	F.B. N/A PG. N/A
	CHECKED BY: TCS	DATED: 08-10-15

12' BOAT RAMP EASEMENT

A PORTION OF THE
SOUTHWEST ONE-QUARTER
(SW1/4) OF SECTION
18-49-42



G:\2013\13-0054-LAUDERDALE LAKES SITE\DRAWINGS\130054_SD_BOAT RAMP EASEMENT

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6408 TEL.: (954) 739-6400
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JOB NO.: 13-0054

SHEET 3 OF 3 SHEETS

DRAWN BY: RY

F.B. N/A PG. N/A

CHECKED BY: TCS

DATED: 08-10-15

CITY OF TAMARAC, FLORIDA
RESOLUTION NO. R- 2016- 35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A MAINTENANCE AGREEMENT BETWEEN THE CITY OF TAMARAC AND ATLANTIC CYPRESS CREEK, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is charged with the responsibility of providing and maintaining drainage, flowage, and storage of Stormwater within its geographical boundaries; and

WHEREAS, the City owns property as more particularly described in "Exhibit A" to the Maintenance Agreement ("Agreement") which is attached hereto as "Exhibit 1", and is incorporated herein by this reference; and

WHEREAS, the Atlantic Cypress Creek, LLC ("Developer") wishes to make improvements to property which, while not wholly situated within the geographical boundaries of the City, must be accessed from within the City and has requested to cross the City's Property and develop an access road across the City's Property in order to access the Developer's Property and its Development; and

WHEREAS, the City agrees to permit the Developer to access its development by granting a perpetual easement to cross and access the Developer's Property in exchange for the Developer's Agreement that upon constructing the improvements, the Developer will maintain the improvements upon the City's Property and maintain the 40' drainage ditch of which the City Property is a portion thereof, a copy of said Maintenance Agreement is attached hereto as "Exhibit 1", and is incorporated herein by this reference; and

WHEREAS, the Director of Public Services and the Director of Financial Services recommend approving the Maintenance Agreement between the City of Tamarac and Atlantic Cypress Creek, LLC and authorizing the appropriate City Officials to execute said Agreement; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve and execute the Maintenance Agreement between the City of Tamarac and Atlantic Cypress Creek, LLC.

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

Section 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are HEREBY made a specific part of this Resolution. All exhibits attached hereto and referenced herein are expressly incorporated and made a specific part of this Resolution.

Section 2: The appropriate City Officials are HEREBY authorized to execute a Maintenance Agreement between the City of Tamarac and Atlantic Cypress Creek, LLC, and is hereto attached as Exhibit 1, which is incorporated herein by this reference.

Section 3: All Resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

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

Section 5: This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this 27 day of April, 2016.



HARRY DRESSLER
MAYOR

ATTEST:

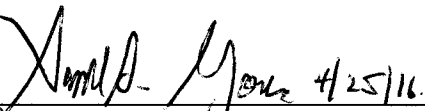


PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER	<u>yes</u>
DIST 1: COMM. BUSHNELL	<u>yes</u>
DIST 2: COMM. GOMEZ	<u>yes</u>
DIST 3: VICE MAYOR GLASSER	<u>yes</u>
DIST 4: COMM. PLACKO	<u>yes</u>

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM




SAMUEL S. GOREN
CITY ATTORNEY

INTER-OFFICE CORRESPONDENCE

MEMORANDUM NO. 2016-037

TO: John Doherty, Assistant Public Works Director/City Engineer

CC: Jack Strain, Director of Public Services
Samuel S. Goren, City Attorney

FROM: Julie F. Klahr, Deputy City Attorney 

DATE: March 30, 2016

RE: City of Tamarac ("City")/Maintenance Agreement with Atlantic Cypress Creek, LLC

Enclosed please find the **ORIGINAL** executed Maintenance Agreement between the City and Atlantic Cypress Creek, LLC for their request to construct improvements in the City's easement adjacent to their development in order to provide ingress and egress from their property. This Agreement has been negotiated between the parties and the original was forwarded to our office on the City's behalf. As you know, this matter is scheduled to be placed on the City Commission Agenda for April 13, 2016.

Pursuant to our conversation yesterday, I instructed the attorney for Atlantic Cypress Creek, LLC that they will need to file all necessary paperwork in order to apply for the requested incursion into the City's easement. It is my understanding that your office is communicating with them in order to have them complete this application.

For purposes of facilitating moving this matter forward, please note that I have executed the Management Agreement as to legal form to facilitate the City's final approval and execution of this matter.

If I can be of any further assistance to move this matter forward, please do not hesitate to let me know.

JFK:ecd
Enclosure

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT made and entered into this 29th day of April, 2016, by and between the **CITY OF TAMARAC, FLORIDA**, a municipal corporation of the State of Florida, with a business address of 7525 N. W. 88th Avenue, Tamarac, FL 33321, hereinafter referred to as the "City," and **ATLANTIC CYPRESS CREEK, LLC**, a Delaware limited liability company with a business address of 1025 Kane Concourse, Suite 215, Bay Harbor Islands, Florida 33154, authorized to do business in the State of Florida, hereinafter referred to as the "Developer."

RECITALS

WHEREAS, the City is charged with the responsibility of providing and maintaining drainage, flowage and storage of stormwater within its geographical boundaries; and

WHEREAS, the City owns property as more particularly described in **EXHIBIT "A,"** ("City Property"); and

WHEREAS, the Developer is developing that rental apartment project ("Development") on the property, more particularly described in **EXHIBIT "B,"** ("Developer Property") which, while not wholly situated within the geographical boundaries of the City, must access its Developer Property from within the City and has requested access to cross the City's Property and develop an access road across City's Property in order to effectuate access to the Developer Property and its Development; and

WHEREAS, the Developer desires to construct, maintain and operate the improvements described on **EXHIBIT "C"** ("Improvements") upon the City Property and the adjacent portion of the forty foot (40') ditch of which the City Property is a portion thereof; and

WHEREAS, the City agrees to permit Developer to access its Development by granting a perpetual easement to cross and access the Developer Property with the Development in exchange for Developer's agreement that upon constructing the Improvements the Developer will maintain the Improvements upon the City Property and the "County Property" (as hereinafter defined) which is the portion of the 40' drainage ditch adjacent to the City Property; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

1. The City hereby grants and conveys onto Developer a perpetual non-exclusive easement over the City Property ("ACC Easements") which is appurtenant to the Developer Property, which ACC Easement(s) shall be (i) an easement for the installation, operation, perpetual maintenance and repair of the Improvements (including drainage facilities) to be constructed by Developer on the City Property and County Property; and (ii) an easement providing the Developer Property ingress, egress and access over the City Property and any Improvements thereon. Additionally, the City grants unto the Florida Department of Transportation ("FDOT") and to Broward County, Florida a perpetual non-exclusive easement

for ingress, egress and access over the City Property and any Improvements thereon which easement is appurtenant to the property described on **Exhibit A-1** ("County Property") and FDOT's interest therein..

2. Developer hereby grants and conveys onto the City a perpetual non-exclusive easement ("City Easement"), for ingress and egress over the portion of the Developer Property described on **EXHIBIT "D"** ("ACC Easement Property").

3. Upon obtaining all appropriate governmental approvals for construction of the Improvements, the Developer hereby agrees that it shall be responsible for and shall bear the cost of constructing and maintaining in perpetuity the Improvements located on the City Property and the adjacent County Property in good condition.

4. "Good condition" shall be that standard of care and maintenance as may be established from time to time by the City and shall be deemed to include, but not limited to, the control of weeds and other nuisance and invasive vegetation, control of erosion, and the maintenance of slopes, depth, flowage and storage of water, aquatic vegetation, sodded slopes, and percolation capacity of seepage areas affected by the Improvements.

5. The City will have the right and authority to enter upon and cross over the Developer Property as reasonably required for the purpose of inspecting the City Property and the Improvements thereon. In the event that the City determines that the maintenance of said Improvements do not meet the standards established by the City, notice will be given by the City to the Developer and the Developer will be given a period of fifteen (15) days from and after the mailing of such notice within which to remedy such defect or obtain from the City, in writing, an extension, for good cause shown, of the time within which to remedy such defect, failing either of the foregoing, the City may, at its option, correct such defect for and on behalf of the Developer.

6. In the event that the City is required to perform such maintenance on behalf of the Developer, the City shall be deemed to have a lien against the Developer Property, which lien will be inferior only to any existing first mortgage then encumbering said Developer Property, ad valorem taxes, and such other liens, impositions and assessments as may be given priority by applicable statutes, and said liens shall be for all reasonable costs incurred by the City together with interest thereon computed at 18 percent (18%) per annum. Any lien pursuant to this paragraph shall be effective upon recording in the Broward County Public Records. In the further event that the City is required to undertake further collection efforts or to otherwise foreclose its lien, the City will be entitled additionally to receive its reasonable attorney's fees and costs expended in connection with such foreclosure or collection procedure.

7. The Developer shall acquire any and all required permits (including renewal of any such permits) as required by the appropriate governmental entities to construct, repair and maintain such Improvements.

8. Should the Developer subdivide the Developer Property described in **EXHIBIT "B"** hereto, the Developer's obligation to maintain shall devolve upon the individual purchasers or the subdivided parcels, their heirs, successors, and assigns, and shall be a covenant to run with the land. Regardless of whether or not the Developer subdivides such Developer Property, their

obligation to maintain shall be binding upon its heirs, successors, and assigns, and shall be covenant running with the land.

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

For the Developer:	Atlantic Cypress Creek, LLC 1025 Kane Concourse, Suite 215 Bay Harbor Islands, Florida 33154 Attn: Howard Cohen, President
With copy to:	Greenspoon Marder P.A. 200 East Broward Boulevard, Suite 1800 Fort Lauderdale, Florida 33301 Attn: Barry E. Somerstein, Esq.
For the City:	Michael C. Cernech, City Manager City of Tamarac 7525 NW 88 th Avenue Tamarac, FL 33321 (954) 597-3510
With Copies to:	Jack Strain, Director, Public Services City of Tamarac 9901 NW 77 Street Tamarac, FL 33321 (954) 597-3700 Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Blvd, Suite 200 Fort Lauderdale, FL 33308 (954) 771-4500

10. **Amendment.** No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11. **Compliance with Laws.** The Developer shall, without additional expense to the City, be responsible for obtaining any necessary licenses and for complying with any and all applicable federal, state, county and municipal laws, codes and regulations in connection with the performance of the activities described herein.

12. **Third Party Beneficiaries.** Neither the Developer nor the City intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

13. **Waiver of Breach.** Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

14. **Indemnification.** Developer agrees to indemnify and hold City harmless, to extent provided by law, from any and all liability incurred now or in the future as a result of any injury, death or property damages because of the failure to maintain the Improvements as provided in this Agreement.

15. **Severance.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

16. **Joint Preparation.** The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

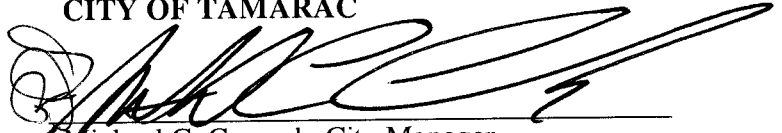
17. **Prior Agreements.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

18. **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth judicial Circuit of Broward County, Florida. By entering into this Agreement, the parties hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement. In any action to enforce the terms of this Agreement, whether suit be brought or not, the prevailing party shall be entitled to reasonable attorney's fees and costs.


This agreement shall be placed of record among the Public Records of Broward County, Florida, the Developer to bear the cost to record this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF TAMARAC

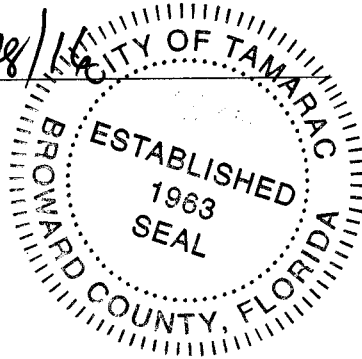

Michael C. Cernech, City Manager

ATTEST:


Patricia A. Teufel, CMC
City Clerk

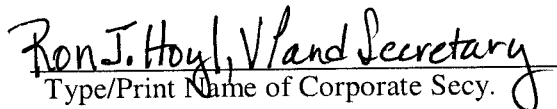
Date

4/28/16



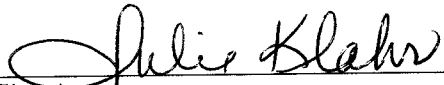
ATTEST:


Signature of Corporate Secretary


Type/Print Name of Corporate Secy.
(CORPORATE SEAL)


4-27-16
Date

Approved as to form and legal sufficiency:


City Attorney

3/30/2016
Date

ATLANTIC CYPRESS CREEK, LLC


Signature of Authorized Individual

Printed Name
Howard D. Cohen
Title
3-22-2016
Date

STATE OF FLORIDA)
) ss:
COUNTY OF Miami-Dade)

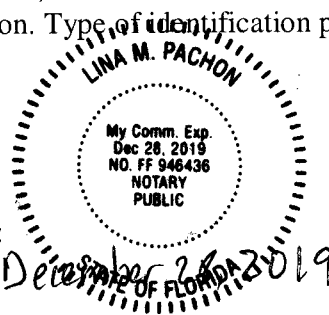
The foregoing instrument was acknowledge before me this 22 day of March, 2016, by Howard Cohen, as Authorized Individual of ATLANTIC CYPRESS CREEK, LLC, a Delaware limited liability company.

He or she is:

☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

(Seal)

My commission expires:



NOTARY PUBLIC

Lina M. Pachon
Print name: Lina M. Pachon

EXHIBIT "A"

REFERENCED IN THAT CERTAIN MAINTENANCE AGREEMENT BY AND BETWEEN CITY OF TAMARAC, FLORIDA AND ATLANTIC CYPRESS CREEK, LLC, DATED 29th April, 2016.

LEGAL DESCRIPTION OF CITY'S PROPERTY

The north 20' of the following described property:



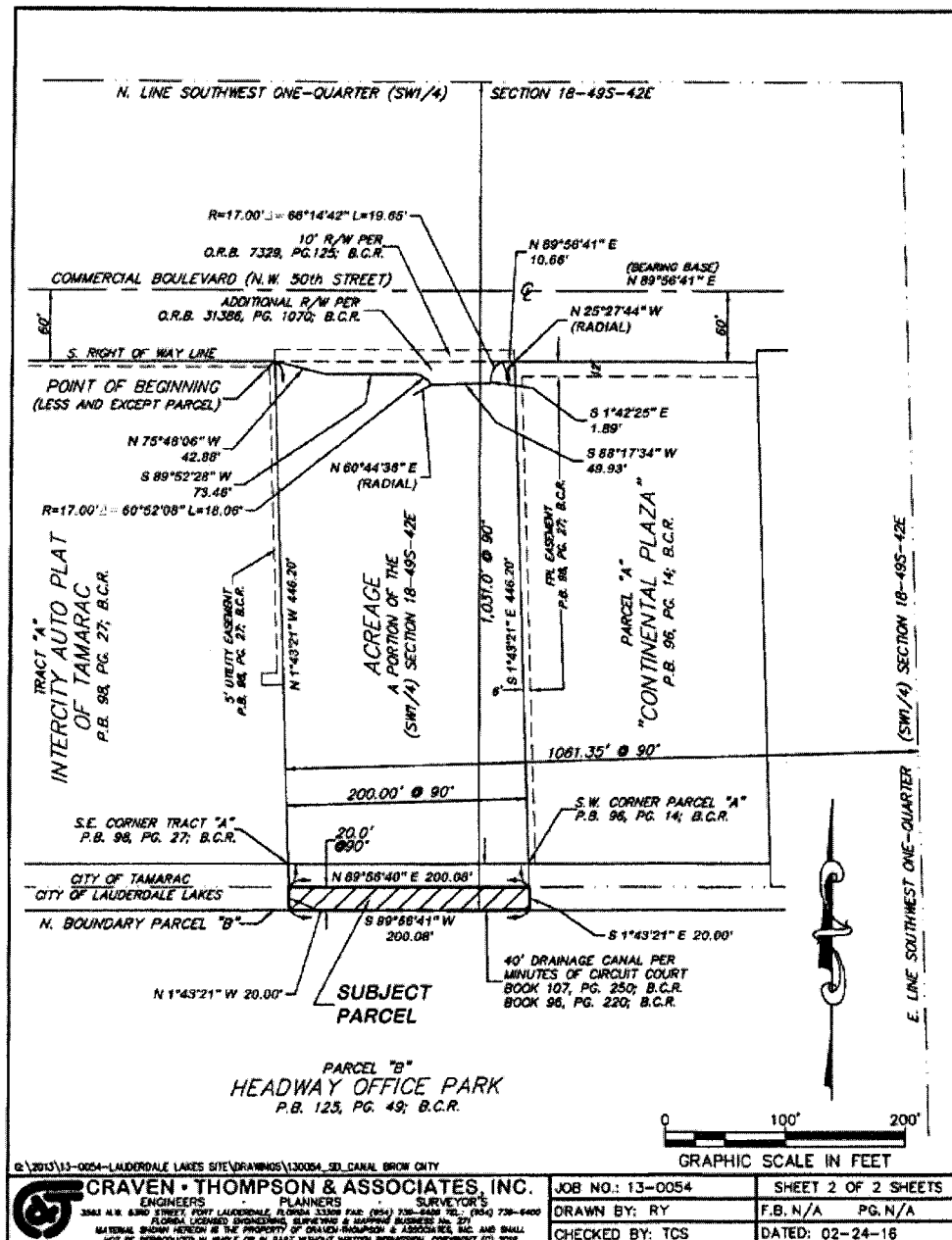
FOR: ATLANTIC / PACIFIC DEVELOPMENT	SKETCH AND DESCRIPTION ADJACENT CANAL
LEGAL DESCRIPTION: THE WEST 200.00 FEET, OF THE EAST 1061.35 FEET, OF THE SOUTH 40.00 FEET, OF THE NORTH 1,031.0 FEET OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 18, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF WEST COMMERCIAL BOULEVARD (NW 50th STREET). SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA. CONTAINING 8,003 SQUARE FEET OR 0.184 ACRES MORE OR LESS.	
NOTES: BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, THE CENTERLINE OF COMMERCIAL BOULEVARD (N.W. 50th STREET) IS ASSUMED TO BEAR NORTH 89° 56' 41" EAST. THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.	
TITLE NOTES: TITLE EXCEPTIONS LISTED BELOW ARE REFERENCED TO THE COMMITMENT FOR TITLE PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO.: 15061376 SWR; AGENT FILE # FL DOT; EFFECTIVE DATE: MAY 18, 2015 AT 8:00 AM. 7. THE HEREON DESCRIBED PROPERTY IS AFFECTED BY: DRAINAGE RESERVATIONS CONTAINED IN DEED FROM TRUSTEES OF THE INTERNAL IMPROVEMENT FUND RECORDED IN DEED BOOK 222, PAGE 121. (NOT PLOTTABLE). 8. THE HEREON DESCRIBED PROPERTY IS NOT AFFECTED BY: DRAINAGE RESERVATION CONTAINED IN DEED FROM TRUSTEES OF THE INTERNAL IMPROVEMENT FUND RECORDED IN DEED BOOK 226, PAGE 230. 9. THE HEREON DESCRIBED PROPERTY IS NOT AFFECTED BY: EASEMENT IN FAVOR OF AMERICAN TELEPHONE & TELEGRAPH COMPANY IN DEED BOOK 381, PAGE 389. 10. THE HEREON DESCRIBED PROPERTY IS AFFECTED BY: COVENANTS, RESTRICTIONS AND EASEMENTS CONTAINED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8609, PAGE 543. (AFFECTS N. 20 FEET OF CANAL, RESERVES ACCESS TO LAKE TO THE SOUTH, (NOT PLOTTABLE). 11. THE HEREON DESCRIBED PROPERTY IS NOT AFFECTED BY: ORDINANCE NO. 83-12 REGARDING HEADWAY OFFICE PARK DEVELOPMENT OF REGIONAL IMPACT RECORDED IN OFFICIAL RECORDS BOOK 10774, PAGE 594. AS AFFECTED BY ORDINANCE NO. 94-17 RECORDED IN OFFICIAL RECORDS BOOK 23062, PAGE 178; AND NOTICE OF ADOPTION OF AN AMENDMENT TO THE HEADWAY OFFICE PARK DEVELOPMENT OF REGIONAL IMPACT ORDINANCE 97-16 RECORDED IN OFFICIAL RECORDS BOOK 27482, PAGE 901. 13. THE HEREON DESCRIBED PROPERTY IS NOT AFFECTED BY: TERMS AND CONDITIONS OF THE MASTER DEVELOPMENT AGREEMENT, TOGETHER WITH EASEMENTS AND PROVISIONS FOR ASSESSMENTS CONTAINED IN OFFICIAL RECORDS BOOK 11899, PAGE 556; AS AFFECTED BY ORDINANCE NO 94-17 RECORDED IN OFFICIAL RECORDS BOOK 23062, PAGE 178. 14. THE HEREON DESCRIBED PROPERTY IS AFFECTED BY: DRAINAGE EASEMENT IN FAVOR OF BROWARD COUNTY AND STATE ROAD DEPARTMENT OF THE STATE OF FLORIDA BY FINAL JUDGMENT IN CASE NO. L-64-902 RECORDED IN CIRCUIT COURT MINUTE BOOK 96, PAGE 220 AND FINAL JUDGMENT IN CASE NO. L-64-902 RECORDED IN CIRCUIT COURT MINUTE BOOK 107, PAGE 250. (NOT PLOTTABLE)	
CERTIFICATE: WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.	
CRAVEN THOMPSON & ASSOCIATES, INC. LICENSED BUSINESS NUMBER #271	
RAYMOND YOUNG PROFESSIONAL SURVEYOR AND MAPPER NO 5799 STATE OF FLORIDA	
THE SKETCH OF SURVEY AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	
G:\2013\13-0054-LAUDERDALE LAKES SITE\DRAWINGS\130054_20_CANAL	
THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.	
The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, wet back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.	
 CRAVEN • THOMPSON & ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYOR'S 3683 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 730-6009 TEL.: (954) 730-6400 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT 101 2015	
JOB NO.: 13-0054 SHEET 1 OF 2 SHEETS	
DRAWN BY: RY F.B.N/A PG.N/A	
CHECKED BY: TCS DATED: 08-24-15	

EXHIBIT A-1

REFERENCED IN THAT CERTAIN MAINTENANCE AGREEMENT BY AND BETWEEN CITY OF TAMARAC, FLORIDA AND ATLANTIC CYPRESS CREEK, LLC, DATED 29th April, 2016.

COUNTY PROPERTY

SKETCH AND DESCRIPTION EXHIBIT "A"																																						
LEGAL DESCRIPTION: THE WEST 200.00 FEET, OF THE EAST 1061.35 FEET, OF THE SOUTH 20.00 FEET, OF THE NORTH 1,031.0 FEET OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 18, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF WEST COMMERCIAL BOULEVARD (NW 50th STREET). SAID LANDS SITUATE IN THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA. CONTAINING 4,000 SQUARE FEET OR 0.092 ACRES MORE OR LESS.																																						
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CERTIFICATE: WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.																																						
LEGEND B.C.R. BROWARD COUNTY RECORDS L ARC LENGTH O.R.B. OFFICIAL RECORD BOOK P.B. PLAT BOOK PG. PAGE R RADIUS Δ CENTRAL ANGLE C CENTERLINE	CRAVEN THOMPSON & ASSOCIATES, INC. LICENSED BUSINESS NUMBER #271 Raymond Young, PSM 5799 RAYMOND YOUNG PROFESSIONAL SURVEYOR AND MAPPER NO 5799 STATE OF FLORIDA THE SKETCH OF SURVEY AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. G:\2013\13-0054-LAUDERDALE LAKES SITE\DRAWINGS\130054_50_CANAL BROW CNTY THIS IS ONLY A SKETCH OF SURVEY, but only a graphic depiction of the description shown herein. There has been no field work, surveying of the subject property, or monuments set in connection with the preparation of the information shown herein. The undersigned and CRAVEN THOMPSON & ASSOCIATES, INC. make no representations or warranties as to the information reflected herein pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Land shown herein were not abstracted for right-of-way and/or easements of record.																																					
	<table border="1"><thead><tr><th colspan="2">UPDATES and/or REVISIONS</th><th>DATE</th><th>BY</th><th>CK'D</th></tr></thead><tbody><tr><td colspan="2">1. REVISE PER COUNTY COMMENTS</td><td>3/1/16</td><td>RY</td><td>RY</td></tr><tr><td colspan="2"> </td><td> </td><td> </td><td> </td></tr><tr><td colspan="2"> </td><td> </td><td> </td><td> </td></tr><tr><td colspan="2"> </td><td> </td><td> </td><td> </td></tr></tbody></table> <table border="1"><tr><td colspan="2">JOB NO.: 13-0054</td><td colspan="2">SHEET 1 OF 2 SHEETS</td></tr><tr><td colspan="2">DRAWN BY: RY</td><td colspan="2">F.B. N/A PG. N/A</td></tr><tr><td colspan="2">CHECKED BY: TCS</td><td colspan="2">DATED: 02-24-16</td></tr></table>	UPDATES and/or REVISIONS		DATE	BY	CK'D	1. REVISE PER COUNTY COMMENTS		3/1/16	RY	RY																JOB NO.: 13-0054		SHEET 1 OF 2 SHEETS		DRAWN BY: RY		F.B. N/A PG. N/A		CHECKED BY: TCS		DATED: 02-24-16	
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CHECKED BY: TCS		DATED: 02-24-16																																				



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EXHIBIT "B"

REFERENCED IN THAT CERTAIN MAINTENANCE AGREEMENT BY AND BETWEEN CITY OF TAMARAC, FLORIDA AND ATLANTIC CYPRESS CREEK, LLC, DATED 27th April, 2016.

LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

The West 200.00 feet of the East 1061.35 feet of the North 991.0 feet of the Southwest One-Quarter (SW 1/4) of Section 18, Township 49 South, Range 42 East, Broward County, Florida, lying South of the South Right of Way line of West Commercial Boulevard (NW 50th Street).

LESS AND EXCEPT that portion thereof conveyed to State of Florida Department of Transportation for Right of Way by Warranty Deed recorded in Official Records Book 31386, Page 1070, of the Public Records of Broward County, Florida, being more particularly described as follows:

A portion of the West 200.00 feet of the East 1061.35 feet of the North 991.00 feet of the Southwest One-Quarter (SW 1/4) of Section 18, Township 49 South, Range 42 East, Broward County, Florida, lying South of the South Right of Way line of West Commercial Boulevard (NW 50th Street), more particularly described as follows:

Beginning at the point where the South Right-of-Way line of West Commercial Boulevard (NW 50th Street) intersects the West line of said West 200 feet of the East 1061.35 feet of the North 991.0 feet of the Southwest One-Quarter (SW 1/4) of Section 18, Township 49 South, Range 42 East; thence North 89°56'41" East along the South Right-of-Way line of West Commercial Boulevard, a distance of 189.43 feet to a point on the arc of a non-tangent curve concave to the Southeast having a radial bearing of North 25°27'44" West; thence Southwesterly along the arc of said curve, having a radius of 17.00 feet and a central angle of 66°14'42", an arc distance of 19.65 feet to a point of tangency; thence South 01°42'25" East, a distance of 1.89 feet; thence South 88°17'34" West, a distance of 49.93 feet to a point on an arc of a non-tangent curve concave to the Southwest having a radial bearing of North 60°44'36" East; thence Northwesterly along the arc of said curve having a radius of 17.00 feet and a central angle of 60°52'08", an arc distance of 18.06 feet to a point of tangency; thence South 89°52'28" West, a distance of 73.46 feet; thence North 75°48'06" West a distance of 42.88 feet to the POINT OF BEGINNING.

Said lands situate in the City of Tamarac, Broward County, Florida.

TOGETHER WITH:

All of Parcel "A", together with a portion of Parcels "B" and "C", HEADWAY OFFICE PARK, according to the plat thereof, as recorded in Plat Book 125, Page 49, of the Public Records of Broward County, Florida, described as follows:

Begin at the Northwest corner of said Parcel "A"; thence North 89°56'41" East along the North boundary of said Parcel "A" and the North boundary of said Parcel "B", a distance of 1860.34 feet to the Northeast corner of said Parcel "B"; thence South 01°43'21" East along the East boundary of said Parcel "B", a distance of 540.64 feet; thence South 89°56'41" West along a line 540.42 feet South of and parallel with, when measured at right angles to, said North boundary, a distance of 1862.41 feet; thence North 01°30'11" West along the West boundaries of said Parcels "B" and "A", a distance of 540.58 feet to the POINT OF BEGINNING.

Said lands situate in the City of Lauderdale Lakes, Broward County, Florida.

EXHIBIT "C"

REFERENCED IN THAT CERTAIN MAINTENANCE AGREEMENT BY AND BETWEEN CITY OF TAMARAC, FLORIDA AND ATLANTIC CYPRESS CREEK, LLC, DATED 29th April, 2016.

IMPROVEMENTS

Vehicular and pedestrian crossing including the following improvements: Twin 48" reinforced concrete pipes, concrete endwall, 18" reinforced concrete pipe, concrete paver roadway, curb, sidewalk, utility facilities, and landscaping, as more particularly shall be set forth in plans approved by the Licensor ("Plans").

A full-size set of the Plans are on file with the Broward County Highway and Construction Division under Project Reference No. 160107001.

EXHIBIT "D"

REFERENCED IN THAT CERTAIN MAINTENANCE AGREEMENT BY AND BETWEEN CITY OF TAMARAC, FLORIDA AND ATLANTIC CYPRESS CREEK, LLC, DATED 27th April, 2016.

ACC IMPROVEMENTS

FOR: ATLANTIC / PACIFIC DEVELOPMENT

SKETCH AND DESCRIPTION ACCESS EASEMENT

LEGAL DESCRIPTION:

A PORTION OF THE WEST 200.00 FEET OF THE EAST 1061.35 FEET OF THE NORTH 891.0 FEET OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 18, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT WHERE THE SOUTH RIGHT-OF-WAY LINE OF WEST COMMERCIAL BOULEVARD (NW 50th STREET) INTERSECTS THE WEST LINE OF SAID WEST 200 FEET OF THE EAST 1061.35 FEET OF THE NORTH 891.0 FEET OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 18; THENCE SOUTH 75°48'06" EAST A DISTANCE OF 42.88 FEET; THENCE NORTH 89°52'28" EAST, A DISTANCE OF 73.46 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 17.00 FEET, THROUGH A CENTRAL ANGLE OF 60°52'08", FOR AN ARC DISTANCE OF 18.06 FEET; THENCE NORTH 88°17'34" EAST, A DISTANCE OF 13.93 FEET TO THE POINT OF BEGINNING, THE LAST FOUR (4) DESCRIBED COURSES LYING ALONG THE SOUTH BOUNDARY OF THAT CERTAIN RIGHT OF WAY DEDICATION FOR COMMERCIAL BOULEVARD (N.W. 50th STREET) AS DESCRIBED IN OFFICIAL RECORDS BOOK 31386, PAGE 1070 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 88°17'34" EAST ALONG THE LAST DESCRIBED CURVE, A DISTANCE OF 24.00 FEET; THENCE SOUTH 01°43'21" EAST, A DISTANCE OF 103.07 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°16'39" EAST, A DISTANCE OF 12.81 FEET, THE LAST THREE (3) DESCRIBED COURSES LYING ALONG THE EDGE OF A PROPOSED BRICK DRIVE; THENCE SOUTH 01°43'21" EAST ALONG THE WEST BOUNDARY OF PARCEL "A", "CONTINENTAL PLAZA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 96, PAGE 14, OF SAID PUBLIC RECORDS, A DISTANCE OF 14.00 FEET; THENCE SOUTH 88°16'39" WEST, A DISTANCE OF 12.81 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 34.00 FEET, THROUGH A CENTRAL ANGLE OF 30°00'00", FOR AN ARC DISTANCE OF 17.80 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2.00 FEET, THROUGH A CENTRAL ANGLE OF 120°00'11", FOR AN ARC DISTANCE OF 4.19 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°43'21" EAST, A DISTANCE OF 20.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 93.50 FEET, THROUGH A CENTRAL ANGLE OF 27°05'11", FOR AN ARC DISTANCE OF 44.20 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 174.50 FEET, THROUGH A CENTRAL ANGLE OF 26°12'24", FOR AN ARC DISTANCE OF 79.82 FEET; THENCE SOUTH 00°02'52" EAST ALONG A LINE NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 133.59 FEET, THE LAST SEVEN (7) DESCRIBED COURSES LYING ALONG THE EDGE OF SAID BRICK DRIVE; THENCE SOUTH 89°56'41" WEST ALONG THE NORTH BOUNDARY OF THAT CERTAIN 40 FOOT DRAINAGE CANAL PER MINUTES OF CIRCUIT COURT BOOK 107, PAGE 250 OF SAID PUBLIC RECORDS, A DISTANCE OF 18.50 FEET; THENCE NORTH 00°02'52" WEST, A DISTANCE OF 125.95 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 318.25 FEET, THROUGH A CENTRAL ANGLE OF 06°54'43", FOR AN ARC DISTANCE OF 38.39 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 6.75 FEET, THROUGH A CENTRAL ANGLE OF 150°57'08", FOR AN ARC DISTANCE OF 17.78 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 68.75 FEET, THROUGH A CENTRAL ANGLE OF 35°57'36", FOR AN ARC DISTANCE OF 43.15 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°02'52" EAST, A DISTANCE OF 128.66 FEET, THE LAST FIVE (5) DESCRIBED COURSES LYING ALONG THE EDGE OF SAID BRICK DRIVE; THENCE SOUTH 89°56'41" WEST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 18.50 FEET; THENCE NORTH 00°02'52" WEST, A DISTANCE OF 128.66 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS SOUTH 89°56'34" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 88.00 FEET, THROUGH A CENTRAL ANGLE OF 63°28'35", FOR AN ARC DISTANCE OF 82.13 FEET TO A POINT ON THE ARC OF A NON TANGENT CIRCULAR CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS NORTH 38°05'52" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID NON TANGENT CURVE HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 52°39'38", FOR AN ARC DISTANCE OF 89.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°43'21" WEST, A DISTANCE OF 156.60 FEET TO THE POINT OF BEGINNING, THE LAST FOUR (4) DESCRIBED COURSES LYING ALONG THE EDGE OF SAID BRICK DRIVE.

SAID LANDS LYING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 13,337 SQUARE FEET OR (0.306 ACRES) MORE OR LESS.

PRINTED ON

DEC 11 2015

G:\2013\13-0054-LAUDERDALE LAKES SITE\DRAWINGS\130054_ACCESS EASEMENT TAMARAC

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown herein. There has been no field work, staking of the subject property, or monuments set in connection with the preparation of the information shown herein.

The undersigned and CRAVEN • THOMPSON & ASSOCIATES, INC. make no representations or warranties as to the information reflected herein pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown herein were not abstracted for right-of-way and/or easements of record.

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2001 N.E. 40th STREET, FORT LAUDERDALE, FLORIDA 33308 P.O. BOX 730-2420 TEL: (954) 730-0400 FAX: (954) 730-0400
FLORIDA LICENSE ENGINEERING SURVEYING & PLANNING NO. 57
MATHEW SHOWN HEREON IS THE PROPERTY OF CRAVEN • THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT © 2015

UPDATES and/or REVISIONS		DATE	BY	CHK'D
1. ADD NOTE TO SKETCH		12-11-15	RY	RY
JOB NO.: 13-0054		SHEET 1 OF 3 SHEETS		
DRAWN BY: RY		F.B.N/A		PG.N/A
CHECKED BY: TCS		DATED: 08-17-15		

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ACCESS EASEMENT

LEGEND

B.C.R. BROWARD COUNTY RECORDS
L ARC LENGTH
O.R.B. OFFICIAL RECORD BOOK
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
R RADIUS
R.P. REFERENCE POINT
R/W RIGHT OF WAY
Δ CENTRAL ANGLE
C CENTERLINE

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, THE CENTERLINE OF COMMERCIAL BOULEVARD (N.W. 50th STREET) IS ASSUMED TO BEAR NORTH 89° 56' 41" EAST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS SURVEYORS

PROFESSIONAL SURVEYOR AND MAPPER NO. 5799
STATE OF FLORIDA

17

THE SKETCH OF SURVEY AND REPORT OR THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

© 2013 13-0054-LAUDERDALE LAKES SITE (CRANBROS) 130064 SD ACCESS EASEMENT TAMARAC



CRAVEN • THOMPSON & ASSOCIATES, INC.

ENGINEERS

PLANNERS

SURVEYORS

3883 N.W. 43RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX (954) 738-0400 TEL: (954) 738-0400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271
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JOB NO.: 13-0054

SHEET 2 OF 3 SHEETS

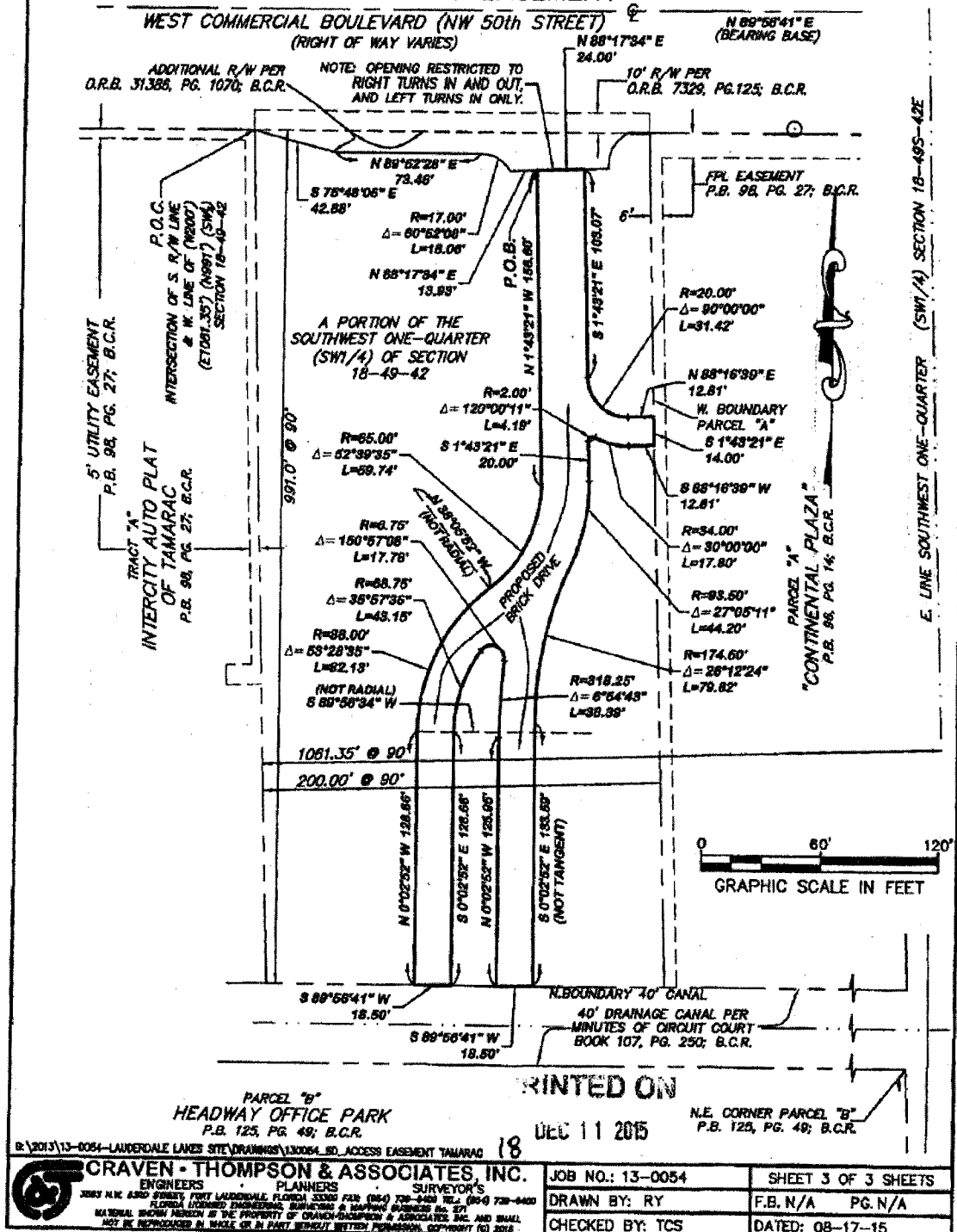
DRAWN BY: RY

F.B. N/A PG. N/A

CHECKED BY: TCS

DATED: 06-17-15

ACCESS EASEMENT





Title - TR12785 - Resolution Awarding Contract for the NW 77th Street Multi-purpose Pathway Project

A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 16-11B to and approving an Agreement with Williams Paving Co. Inc., for the construction of the NW 77th Street Multi-Purpose Pathway Project, in accordance with Bid No. 16-11B for a contract amount of \$118,870.76; a contingency in an amount of \$11,887.08 will be added to the project account, for a total project budget of \$130,757.84; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12785 MEMO	5/19/2016	Cover Memo
▣ TR 12785 RESO	5/19/2016	Resolution
▣ TR 12785 EXHIBIT 1 BID TAB	5/19/2016	Exhibit
▣ TR 12785 EXHIBIT 2 AGREEMENT	5/24/2016	Exhibit

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

TO: Michael C. Cernech, City Manager DATE: May 19, 2016

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

FROM: Dave Moore, Project Engineer

**RE: Temp. Reso. #12785 – Award of
Bid No. 16-11B for the NW 77th
Street Multi-purpose Pathway
Project – City Commission
Meeting of June 8, 2016**

Recommendation:

I recommend the award of Bid No. 16-11B for the NW 77th Street Multi-purpose Pathway Project in an amount not-to-exceed \$118,870.76. A contingency in the amount of \$11,887.08 (10% of the contract cost) will be added to the Project Account for a total project budget of \$130,757.84 and that this item be placed on the June 8, 2016 Commission Meeting Agenda.

Issue:

To award Bid No. 16-11B and execute an agreement with Williams Paving Co. Inc., for the NW 77th Street Multi-purpose Pathway Project as identified in Bid No. 16-11B.

Background:

As part of the City's ongoing projects to enhance multi-modal transportation, wellness and recreational opportunities throughout Tamarac, and to provide a safe connectivity between City facilities, schools, shopping areas, residential areas by establishing integrated bikeway/walkway systems and multi-purpose pathways throughout the City, it was discovered that the continuation of a conventional bikeway/walkway system within the NW 77th Street corridor was not feasible. City staff determined that a multi-purpose pathway connecting the bike lanes on NW 96th Avenue to the Tamarac Sports Complex would be the most effective method to provide connectivity from NW 96th Avenue to the Tamarac Sports Complex.

City staff completed the design of the project utilizing in-house resources and coordinated with an adjacent homeowner's association to acquire a necessary easement to perform the construction of this project.

The City published Bid Number 16-11B for the NW 77th Street Multi-purpose Pathway Project on March 3, 2016. The City held a non-mandatory Pre-Bid Conference on April 14, 2016, and bid opening was held on May 3, 2016. The City received and opened six (6) proposals.

Both the Public Services Department and Financial Services Department examined the responses to this bid. A summary bid tabulation is included below.

Vendor	Amount (\$)
Williams Paving Co. Inc.	\$118,872.16
PE Services, LLC.	\$144,949.60
Providian Construction	\$131,678.90
Hardrives of Delray, Inc.	\$150,014.50
Interstate Construction	\$275,870.00
Marks Brothers, Inc.	\$275,355.00

City staff determined that Williams Paving Co. Inc., is the lowest responsive and responsible bidder; and upon review of their proposal and background check, Williams Paving Co. Inc., possesses the skills, experience, and capacity to meet the requirements for the construction of the NW 77th Street Multi-purpose Pathway Project.

Contract Summary:

Scope of Project: NW 77th Street Multi-purpose Pathway

Type of Project: Construction

Term/Completion: Substantial Completion within 120 calendar days from City's Notice to Proceed

Risk Mitigation: Performance and Payment Bonds @ 100% of value in effect for up to one year after completion and acceptance
Liquidated damages of \$300 per day for each day project is not completed after scheduled completion date

Fiscal Impact:

Funding for the NW 77th Street Multi-purpose Pathway Project is available in Project Number GP16A.

Per Bid 16-11B, the contract in the amount not to exceed \$118,870.76, a contingency in the amount of \$11,887.08 (10% of the contract cost) will be added to the project account, for a total project budget of \$130,757.84. Although no significant issues are anticipated, the contingency is reasonable considering the nature of the project. The construction may result in work beyond the original scope and the contingency would allow for the timely and safe conclusion of the project. Expenditure of the contingency would still require approval of the City Manager.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED BID NO. 16-11B TO AND APPROVING AN AGREEMENT WITH WILLIAMS PAVING CO. INC., FOR THE CONSTRUCTION OF THE NW 77TH STREET MULTI-PURPOSE PATHWAY PROJECT, IN ACCORDANCE WITH BID NO. 16-11B FOR A CONTRACT AMOUNT OF \$118,870.76; A CONTINGENCY IN AN AMOUNT OF \$11,887.08 WILL BE ADDED TO THE PROJECT ACCOUNT, FOR A TOTAL PROJECT BUDGET OF \$130,757.84; AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tamarac wishes to enhance multi-modal transportation, wellness and recreational opportunities throughout Tamarac; and

WHEREAS, the City desires to provide a safe connectivity between City facilities, schools, shopping areas, residential areas by establishing integrated bikeway/walkway systems and multi-purpose pathways throughout the City; and

WHEREAS, the NW 77th Street Multi-purpose Pathway Project, located on the north side of NW 77th Street between NW 96th Avenue and the Tamarac Sports Complex, will provide for connectivity between the existing bike lanes along NW 96th Avenue and the Tamarac Sports Complex; and

WHEREAS, the City of Tamarac publicly advertised Bid No. 16-11B for the NW 77th Street Multi-purpose Pathway Project on March 30, 2016, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, on May 3rd, 2016, the City of Tamarac received six (6) proposals for the NW 77th Street Multi-purpose Pathway Project, a bid tabulation is attached hereto as "Exhibit 1"; and

WHEREAS, staff determined the lowest responsive and responsible bidder to be Williams Paving Co. Inc.; and

WHEREAS, Williams Paving Co. Inc., possesses the required knowledge and experience to construct the NW 77th Street Multi-purpose Pathway Project and has agreed to the Terms and Conditions, Special Conditions, and Technical Specifications of Bid No. 16-11B; and

WHEREAS, it is the recommendation of the Public Services Director and Purchasing and Contracts Manager that the appropriate City officials award Bid No. 16-11B and execute the Agreement with Williams Paving Co. Inc., for the NW 77th Street Multi-purpose Pathway Project, located on the north side of NW 77th Street between NW 96th Avenue and the Tamarac Sports Complex, a copy of said agreement is attached hereto as "Exhibit #2"; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to award Bid No. 16-11B and execute the agreement for the NW 77th Street Multi-purpose Pathway Project with Williams Paving Co. Inc., for a contract cost of \$118,870.76 and a contingency in the amount of \$11,887.08, for a total project budget of \$130,757.84.

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

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

SECTION 2: The City Commission hereby awards Bid No. 16-11B to Williams Paving Co. Inc., and approves an Agreement between the City of Tamarac and Williams Paving Co. Inc., (“The Agreement”) and the appropriate City officials are hereby authorized to execute the Agreement, attached hereto as “Exhibit 2”, to provide for the NW 77th Street Multi-purpose Pathway Project.

SECTION 3: An expenditure for a contract cost of \$118,870.76 and a contingency in the amount of \$11,887.08, for a total project budget of \$130,757.84 for said purpose is hereby approved.

SECTION 4: Funding for the NW 77th Street Multi-purpose Pathway Project for a contract cost of \$118,870.76 and a contingency in the amount of \$11,887.08, for a total project budget of \$130,757.84 is available in Project Number GP16A.

SECTION 5: The City Manager or his designee is hereby authorized to approve and initiate Change Orders in amounts not to exceed \$65,000.00 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 _____ 2016.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

16-11 B - NW 77th Street Multi-purpose Pathway Project - Bid Tab															
Item No.	Description	Unit	Quantity	Williams Paving Co., Inc.		PE Services, LLC		Hardrives of Delray, Inc. DBA		Providian Construction		Interstate Construction		Marks Brothers, Inc	
1	Indemnification	LS	1	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
2	Bonds and Insurance	LS	1	\$ 2,376.16	\$ 2,376.16	\$ 5,124.00	\$ 5,124.00	\$ 3,000.00	\$ 3,000.00	\$ 6,800.00	\$ 6,800.00	\$ 4,100.00	\$ 4,100.00	\$ 1,977.60	\$ 1,977.60
3	Mobilization/Demobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 6,954.00	\$ 6,954.00	\$ 7,000.00	\$ 7,000.00	\$ 16,445.80	\$ 16,445.80	\$ 24,000.00	\$ 24,000.00	\$ 13,000.00	\$ 13,000.00
4	Maintenance of Traffic (MOT)	LS	1	\$ 5,534.22	\$ 5,534.22	\$ 7,198.00	\$ 7,198.00	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 15,000.00	\$ 15,000.00	\$ 35,192.40	\$ 35,192.40
5	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,440.00	\$ 2,440.00	\$ 1,940.00	\$ 1,940.00	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00	\$ 22,555.00	\$ 22,555.00
6	Demolition and Site Preparation	LS	1	\$ 1,163.55	\$ 1,163.55	\$ 3,660.00	\$ 3,660.00	\$ 9,680.00	\$ 9,680.00	\$ 4,800.00	\$ 4,800.00	\$ 5,000.00	\$ 5,000.00	\$ 11,965.00	\$ 11,965.00
7	Install and Maintain Storm Water Pollution Prevention Measures	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,830.00	\$ 1,830.00	\$ 2,500.00	\$ 2,500.00	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00	\$ 4,075.00	\$ 4,075.00
8	Mill and Resurfacing (Type SP-9.5 Asphalt)	SY	120	\$ 20.83	\$ 2,499.60	\$ 16.50	\$ 1,980.00	\$ 47.45	\$ 5,694.00	\$ 22.52	\$ 2,702.40	\$ 185.00	\$ 22,200.00	\$ 65.00	\$ 7,800.00
9	Earthwork, Grading, and Restoration (including sod)	LS	1	\$ 2,873.80	\$ 2,873.80	\$ 2,440.00	\$ 2,440.00	\$ 5,065.00	\$ 5,065.00	\$ 4,600.00	\$ 4,600.00	\$ 13,000.00	\$ 13,000.00	\$ 24,000.00	\$ 24,000.00
10	4" Thick Concrete	SF	11000	\$ 2.91	\$ 32,010.00	\$ 3.66	\$ 40,260.00	\$ 3.85	\$ 42,350.00	\$ 3.17	\$ 34,870.00	\$ 6.25	\$ 68,750.00	\$ 3.95	\$ 43,450.00
11	6" Thick Concrete	SF	600	\$ 3.72	\$ 2,232.00	\$ 4.27	\$ 2,562.00	\$ 5.75	\$ 3,450.00	\$ 4.63	\$ 2,778.00	\$ 7.25	\$ 4,350.00	\$ 4.65	\$ 2,790.00
12	Concrete Sidewalk Removal	SF	5500	\$ 1.21	\$ 6,655.00	\$ 0.49	\$ 2,695.00	\$ 0.35	\$ 1,925.00	\$ 1.00	\$ 5,500.00	\$ 2.00	\$ 11,000.00	\$ 5.55	\$ 30,525.00
13	Liquid Applied Detectable Warning Surface	SF	40	\$ 55.45	\$ 2,218.00	\$ 36.60	\$ 1,464.00	\$ 23.75	\$ 950.00	\$ 28.75	\$ 1,150.00	\$ 25.00	\$ 1,000.00	\$ 16.50	\$ 660.00
14	Concrete Curb and Gutter (Type F)	LF	1100	\$ 15.00	\$ 16,500.00	\$ 18.91	\$ 20,801.00	\$ 27.25	\$ 29,975.00	\$ 10.82	\$ 11,902.00	\$ 39.00	\$ 42,900.00	\$ 21.35	\$ 23,485.00
15	Modified (Type D) Concrete Curb	LF	200	\$ 30.97	\$ 6,194.00	\$ 7.32	\$ 1,464.00	\$ 18.20	\$ 3,640.00	\$ 21.56	\$ 4,312.00	\$ 28.00	\$ 5,600.00	\$ 23.55	\$ 4,710.00
16	2" NPS Steel Pipe Guiderail	LF	20	\$ 145.83	\$ 2,916.60	\$ 171.66	\$ 3,433.20	\$ 153.30	\$ 3,066.00	\$ 151.23	\$ 3,024.60	\$ 48.00	\$ 960.00	\$ 275.00	\$ 5,500.00
17	Curb Inlet Type 4 (FDOT Index 210)	EA	2	\$ 2,014.13	\$ 4,028.26	\$ 8,985.00	\$ 17,970.00	\$ 2,909.00	\$ 5,818.00	\$ 2,700.00	\$ 5,400.00	\$ 7,825.00	\$ 15,650.00	\$ 5,565.00	\$ 11,130.00
18	Modify Existing Drainage Structure Top Slab and Grate	EA	1	\$ 991.64	\$ 991.64	\$ 2,220.00	\$ 2,220.00	\$ 3,150.00	\$ 3,150.00	\$ 1,500.00	\$ 1,500.00	\$ 6,800.00	\$ 6,800.00	\$ 1,995.00	\$ 1,995.00
19	Steel Grate (FDOT Index 232)	EA	1	\$ 474.63	\$ 474.63	\$ 2,287.00	\$ 2,287.00	\$ 450.00	\$ 450.00	\$ 440.00	\$ 440.00	\$ 995.00	\$ 995.00	\$ 1,125.00	\$ 1,125.00
20	Guardrail (FDOT Index 400)	LF	140	\$ 75.40	\$ 10,557.40	\$ 88.80	\$ 12,432.00	\$ 79.30	\$ 11,102.00	\$ 78.20	\$ 10,948.00	\$ 62.00	\$ 8,680.00	\$ 60.00	\$ 8,400.00
21	6" Solid White Stripe	LF	1100	\$ 0.89	\$ 979.00	\$ 1.30	\$ 1,430.00	\$ 0.95	\$ 1,045.00	\$ 1.14	\$ 1,254.00	\$ 3.50	\$ 3,850.00	\$ 2.20	\$ 2,420.00
22	6" Double Yellow Stripe	LF	50	\$ 1.77	\$ 88.50	\$ 3.70	\$ 185.00	\$ 0.95	\$ 47.50	\$ 1.29	\$ 64.50	\$ 4.50	\$ 225.00	\$ 11.00	\$ 550.00
23	24" Solid White Stripe	LF	20	\$ 3.49	\$ 69.80	\$ 7.32	\$ 146.40	\$ 5.85	\$ 117.00	\$ 2.88	\$ 57.60	\$ 20.00	\$ 400.00	\$ 27.50	\$ 550.00
24	Single Column Ground Sign (W11-15)	EA	4	\$ 250.00	\$ 1,000.00	\$ 366.00	\$ 1,464.00	\$ 260.00	\$ 1,040.00	\$ 230.00	\$ 920.00	\$ 550.00	\$ 2,200.00	\$ 935.00	\$ 3,740.00
25	Irrigation	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,200.00	\$ 6,200.00	\$ 13,750.00	\$ 13,750.00
Grand Total				\$ 118,872.16		\$ 144,949.60		\$ 150,014.50		\$ 131,678.90		\$ 275,870.00		\$ 275,355.00	

*Vendor Errors in Red

Bid tab has been reviewed and verified by Purchasing



Andrew J. Rozwadowski
Senior Procurement Officer
5/9/2016

**NW 77TH STREET MULTI-PURPOSE PATHWAY PROJECT
BETWEEN THE CITY OF TAMARAC
AND
WILLIAMS PAVING CO. INC.**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ 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 Williams Paving Company, Inc., a Florida corporation with principal offices located at 11300 NW South River Drive, Medley, FL 33178 (the "Contractor") for BID NO. 16-11 B - NW 77TH STREET MULTI-PURPOSE PATHWAY PROJECT

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. 16-11 B, 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 16-11 B as issued by City, and Contractor's Proposal; 16-11 B as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Document, this Agreement shall prevail.

2) The Work

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

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

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

2.1.3 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

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

3) Insurance

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

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including:	\$1,000,000	\$1,000,000
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operation		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause	\$1,000,000.00	\$1,000,000.00
Automobile Liability		
Workers' Compensation & Employer's Liability	Statutory	

Builder's Risk Insurance is required in an amount not less than the replacement cost for the construction of the work. Coverage shall be "All Risk" coverage for one hundred (100%) of the completed value.

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 one hundred twenty (120) calendar days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. The work shall be completed (final completion) within thirty (30) calendar days from issuance of substantial completion, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, final completion shall mean the issuance of final payment.
- 4.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by 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: **One Hundred Eighteen Thousand, Eight Hundred, Seventy Two Dollars and Sixteen Cents. (\$118,872.16).**

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 final payment and as additionally provided for in the contract documents. 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 the 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 the performance of the Contract, the Contractor and its sub-contractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its sub-contractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, 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 and its sub-contractors shall agree to post in conspicuous places, available to its 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 all sub-contractors, 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 the City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200

Fort Lauderdale, FL 33308

CONTRACTOR

Williams Paving Company, Inc.
11300 SW S River Drive
Medley, FL 33178

17) Termination

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

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

18) 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.

19) 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.

20) Signatory Authority

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

21) 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. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

22) Uncontrollable Circumstances

- 22.1** 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 nonperforming 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.
- 22.2** 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.

23) 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.

24) 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.

25) 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

26) Public Records

26.1 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:

26.1.1 Keep and maintain public records required by the City in order to perform the service;

26.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

26.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

26.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

26.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

27. PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG

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

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:



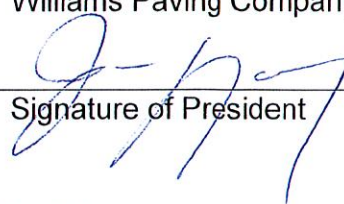
Signature of Corporate Secretary

Ronnie Smith

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Williams Paving Company, Inc.



Signature of President

Jose Rodriguez

Type/Print Name of President

May 20, 2016

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :

:SS

COUNTY OF Miami-Dade :

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 Jose Rodriguez, President, Williams Paving Company, 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 20th day of May, 2016.


Signature of Notary Public

Signature of Notary Public
State of Florida at Large

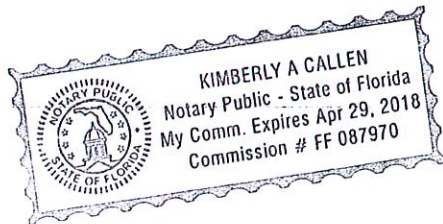
Kimberly A. Callen

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 - TR12762 - Unipharma First Amendment to the Water and Sewer Developer's Agreement

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute a First Amendment to the Water and Sewer Developer's Agreement with Tamarac 10200, LLC., for the Unipharma Project, located at 10200 NW 67th Street, requiring an additional 16 ERC's for water and an additional 16 ERC's for sewer; requiring an additional payment of \$27,200.00 for water and \$35,200.00 for sewer; requiring a total additional payment of \$62,400.00 in CIAC fees; authorizing and directing the City Clerk to record said Agreement in the public records of Broward County; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ TR12762 Memo	5/25/2016	Cover Memo
▣ TR12762 Reso	5/25/2016	Resolution
▣ TR12762 Exhibit 1	5/25/2016	Exhibit
▣ TR12762 Exhibit 2	5/25/2016	Exhibit
▣ TR12762 Exhibit 3	5/25/2016	Exhibit
▣ TR12762 Exhibit 4	5/25/2016	Exhibit
▣ TR12762 Exhibit 5	5/25/2016	Exhibit

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

TO: Michael C. Cernech, City Manager DATE: May 25, 2016

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

For J.S.

**RE: Temp. Reso.#12762 - First
Amendment to the Water and
Sewer Developer's Agreement
for the Unipharma Project – City
Commission Meeting of June 8,
2016**

**FROM: John Doherty, Assistant Director
of Public Works / City Engineer**

[Signature]

Recommendation:

I recommend that the City accept and execute a First Amendment To The Water and Sewer Developer's Agreement with Tamarac 10200, LLC for the Unipharma Project, located at 10200 NW 67th Street., requiring an increase of 16 ERC's for water and sewer from 8 ERC's to 24 ERC's; requiring payment of \$27,200.00 for water and \$35,200.00 for sewer; requiring a total payment of \$62,400.00 in CIAC Fees; and this item be added to the Commission Agenda for June 8, 2016.

Issue:

To accept and execute a First Amendment to the Water and Sewer Developer's Agreement with Tamarac 10200, LLC, for the Unipharma Project.

Background:

The original Tamarac Utilities Water and Sewer Developer's Agreement (WSDA) for the property located at 10200 NW 67th Street with Arch Aluminum and Glass Company, Inc. was approved by the City of Tamarac City Commission on December 13, 1995. The original WSDA allocated 8 ERC's to which fees were paid by the Developer. The proposed First Amendment to the WSDA with the current owner, Tamarac 10200, LLC., is allocating an increase of 16 ERC's, bringing the total allocated ERC's for this facility to 24. In addition, the First Amendment to the Water and Sewer Developer's Agreement shall serve as the Assignment of the Water and Sewer Developer's Agreement from Arch Aluminum & Glass to Tamarac 10200, LLC for the Unipharma Project.

The proposed amendment requires Tamarac 10200, LLC to pay the impact fees totaling \$62,400.00 per this amendment.

Original Meter Schedule

USAGE	NO. OF METERS	METER SIZE	# OF ERC's		WATER CIAC FEES \$1,205.00per ERC	SEWER CIAC FEES 1,550.00 per ERC	TOTAL
Commercial			WATER	SEWER			
Arch Aluminum	1	2"	8	8	\$9,640.00	\$12,400.00	\$22,040.00
TOTAL	1	2"	8	8	\$9,640.00	\$12,400.00	\$22,040.00

First Amendment Meter Schedule

USAGE	NO. OF METERS	METER SIZE	# OF ERC's		WATER CIAC FEES \$1,700 per ERC	SEWER CIAC FEES \$2,200 per ERC	TOTAL
Commercial			WATER	SEWER			
Unipharma	2	2"	16	16	\$27,200.00	\$35,200.00	\$62,400.00
TOTAL	2	2"	16	16	\$27,200.00	\$35,200.00	\$62,400.00

Note: fees have been paid for the original 8 ERC's per the original agreement execution which are not included in this amendment.

TOTAL ERC'S OF AMENDMENT (Water) 16 (Sewer) 16

TOTAL AMOUNT OF AMENDMENT DUE: \$ 62,400.00

TOTAL INCREASE IN ERC'S: 16

GRAND TOTAL FOR ORIGINAL AND AMENDMENTED ERC'S: 24 ERC'S

Fiscal Impact:

The receipt of \$27,200.00 in water CIAC fees will be placed in Account No. 432-0000-363.23-60 entitled "CIAC Water Impact Fee". The receipt of \$35,200.00 in sewer CIAC fees will be placed in Account No. 432-0000-363-23-70 entitled "CIAC Sewer Impact Fee".

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ACCEPT AND EXECUTE A FIRST AMENDMENT TO THE WATER AND SEWER DEVELOPER'S AGREEMENT WITH TAMARAC 10200, LLC., FOR THE UNIPHARMA PROJECT, LOCATED AT 10200 NW 67TH STREET, REQUIRING AN ADDITIONAL 16 ERC'S FOR WATER AND AN ADDITIONAL 16 ERC'S FOR SEWER; REQUIRING AN ADDITIONAL PAYMENT OF \$27,200.00 FOR WATER AND \$35,200.00 FOR SEWER; REQUIRING A TOTAL ADDITIONAL PAYMENT OF \$62,400.00 IN CIAC FEES; AUTHORIZING AND DIRECTING THE CITY CLERK TO RECORD SAID AGREEMENT IN THE PUBLIC RECORDS OF BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tamarac 10200, LLC., is the current owner of the Unipharma Project, located at 10200 NW 67th Street (attached hereto in map form as "Exhibit 1"); and

WHEREAS, a Water and Sewer Developer's Agreement currently exists reserving 8 ERC's for water and 8 ERC's for sewer to accommodate the Unipharma Project, attached hereto as "Exhibit 2"; and

WHEREAS, Tamarac 10200, LLC., have offered a First Amendment to the Water and Sewer Developer's Agreement to the City of Tamarac for the Unipharma Project, as required by Code Sections 10-121(d), 10-122(f) and 10-123(e); (attached hereto as "Exhibit 3"); and

WHEREAS, the First Amendment to the Water and Sewer Developer's Agreement requires the addition of 16 ERC's for water and 16 ERC's for sewer; requiring an additional payment of \$27,200.00 for water and \$35,200.00 for sewer; requiring a total additional payment of \$62,400.00 in CIAC fees, Per Section 22-189 of the City Code of Ordinances.

WHEREAS, it is the recommendation of the Director of Public Services that the First Amendment to the Water and Sewer Developer's Agreement between the City of Tamarac and Tamarac 10200, LLC., be approved and executed; and the payment of the CIAC fees required for the Unipharma Project be accepted; 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 authorize the appropriate City Officials to accept and execute a First Amendment to the Water and Sewer Developer's Agreement with Tamarac 10200, LLC., for the Unipharma Project.

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 and referenced herein are incorporated and made a specific part of this Resolution.

SECTION 2: The appropriate City Officials are hereby authorized to accept and execute a First Amendment to the Water and Sewer Developer's Agreement, providing for 16 additional ERC's for water and 16 additional ERC's for sewer (attached hereto as "Exhibit 3") with Tamarac 10200, LLC., for the Unipharma Project, located at 10200 NW 67th Street.

SECTION 3: That the City of Tamarac hereby approves and accepts the Acceptance to Assignment of the Water and Sewer Developer's Agreement for the Unipharma Project (attached hereto as "Exhibit 4").

SECTION 4: That the City of Tamarac hereby approves and executes the Acknowledgement of Agreement and Consent to Assignment of the Water and Sewer Developer's Agreement for the Unipharma Project (attached hereto as "Exhibit 5").

SECTION 5: The City will collect an additional \$62,400.00 in contribution charges prior to the issuance of the final Engineering Permit.

SECTION 6: The City Clerk is hereby authorized and directed to record said agreement in the Public Records of Broward County.

SECTION 7: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: 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 9: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this ____ day of _____,
2016.

HARRY DRESSLER
MAYOR

ATTEST:

Patricia Teufel, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR HARRY DRESSLER_____

DIST 1: COMM BUSHNELL_____

DIST 2: COMM GOMEZ_____

DIST 3: VM GLASSER_____

DIST 4: COMM PLACKO_____

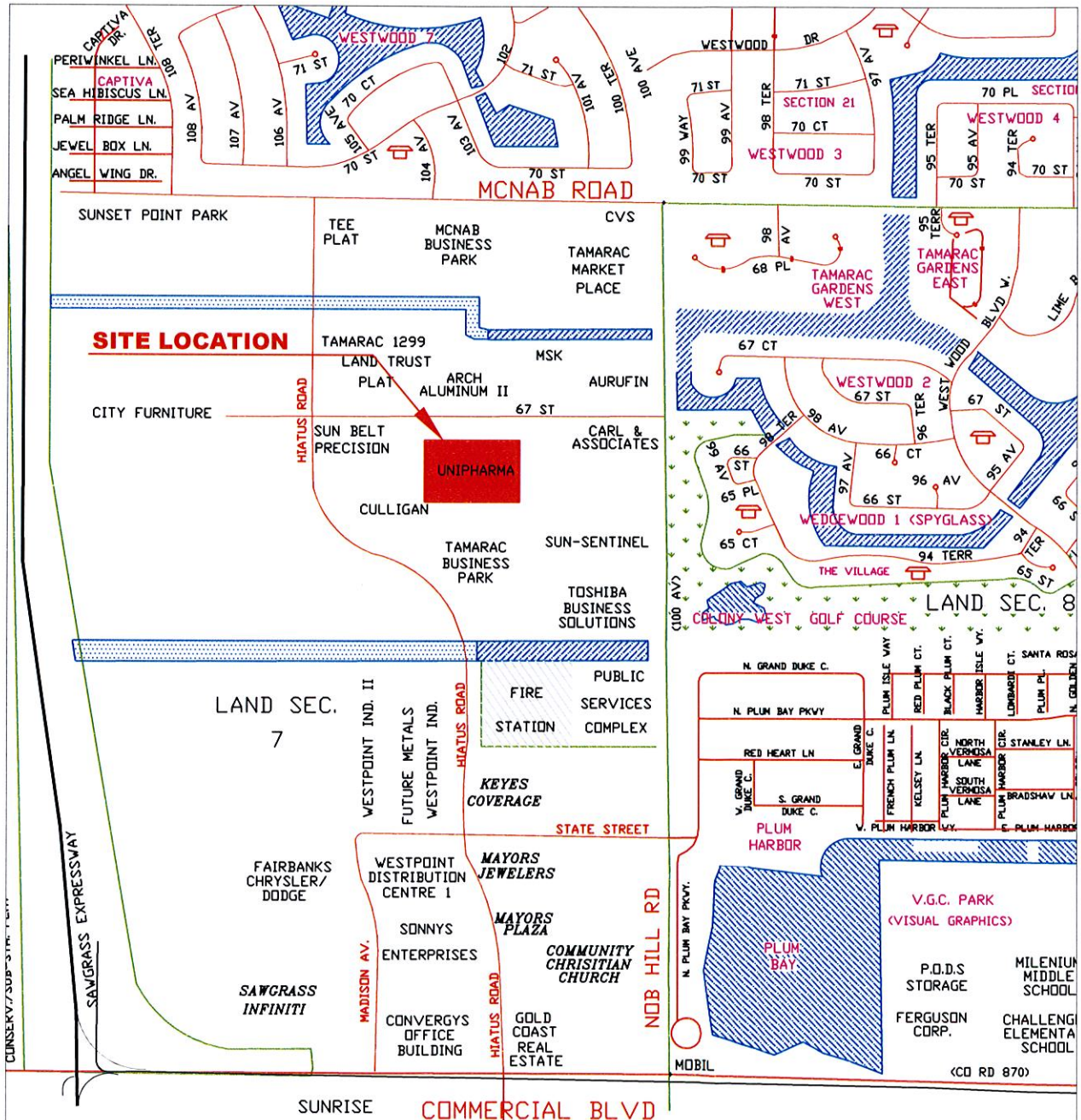
**I HEREBY CERTIFY that
I have approved this
RESOLUTION as to form.**

**SAMUEL S. GOREN
CITY ATTORNEY**



FIRST AMENDMENT TO THE WATER AND SEWER DEVELOPER'S AGREEMENT

TR#12762



REVISIONS			
No.	Date	Remarks	By

Design By: E.J.W. Date: 3/18/16

Drawn By: E.J.W. Date: 3/18/16

Checked By: Date:

Approved By: Date:

Seal:

JOHN E. DOHERTY, P.E.
FL. NO. 55383

UNIPHARMA EXHIBIT 1

CITY OF TAMARAC, BROWARD COUNTY, FLORIDA
SEC. 7, TWP. 49, RGE. 41

R-95-292

96-074892 T#024
02-16-96 10:40AM

**WATER AND SEWER
DEVELOPER'S AGREEMENT**

FOR: ARCH ALUMINUM & GLASS COMPANY, INC.
(Name of Development)

GENERAL LOCATION: S.W. CORNER OF HIATUS ROAD
AND N.W. 67TH STREET

THIS AGREEMENT effective this 13 day of December,

1995 made and entered into by and between:
The CITY OF TAMARAC, at 7525 Northwest 88th Avenue,
Tamarac, Florida 33321, a municipal corporation of the
State of Florida, hereinafter called "CITY"
and

ARCH ALUMINUM & GLASS COMPANY, INC.

at 1400 S.W. 6TH CT. SUITE F. POMPANO BEACH, FL. 33069
hereinafter called "DEVELOPER".

and

SAM & NATHAN BUTTERS

at 3321 S.W. 15TH STREET, POMPANO BEACH, FL 33069
hereinafter called "OWNER".

W I T N E S S E T H

WHEREAS, CITY is the owner and operator of a water treatment plant, together with water distribution and sewage collection facilities known as "TAMARAC UTILITIES WEST WATER AND SEWER SYSTEM"; and

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WILL CALL
CITY OF TAMARAC
7525 N. W. 88 AVENUE
TAMARAC, FLORIDA 33321
City Clerks Dept.
724-1205

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950601

R.F. 133.00
T.F. 17.00

150.00

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(133) 5K

R 95-292

WHEREAS, DEVELOPER owns or controls certain real property in Broward County, Florida as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this AGREEMENT to PROPERTY shall refer specifically to DEVELOPER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, DEVELOPER and OWNER desire to procure water service or sewage disposal service or both from the CITY for the PROPERTY; and

WHEREAS, the parties desire to enter into an AGREEMENT setting forth the mutual understandings and undertakings regarding the furnishing of said water and sewer services for the PROPERTY; and

WHEREAS, this AGREEMENT and all stipulations and covenants made herein are acknowledged to be subject to the approval of every County, Regional, State and Federal regulatory agency having jurisdiction of the subject matter of this AGREEMENT; and

WHEREAS, CITY has received proof of payment by DEVELOPER of any portion of contribution-in-aid-of-construction charges owed to third parties, and which is attached as Exhibit "B"; and

WHEREAS, the City Commission has approved this AGREEMENT and has authorized the proper city officials to execute this AGREEMENT by motion passed at a regular City Commission meeting on December 13, 1995.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and DEVELOPER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I. DEFINITIONS

A. The term DEVELOPER shall refer to the Contracting Party in this AGREEMENT who has an ownership interest in the PROPERTY. Is that interest fee simple? YES or X NO. If no, then the nature of the interest is best described as CONTRACT FOR PURCHASE OF THE PROPERTY. If DEVELOPER is not the OWNER, then

25-25 ✓
the OWNER joins in this AGREEMENT and agrees to be jointly and severally liable for the responsibilities of the DEVELOPER enumerated in this AGREEMENT.

B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this AGREEMENT as ERC, is the assumed average daily flow of a detached single-family residential unit.

C. The term PROPERTY, refers to the real property described in Exhibit "A" attached to and incorporated into this AGREEMENT.

D. The term GUARANTEED REVENUE refers to a fee paid by DEVELOPER to defray the cost to CITY of maintaining reserve water and sewer systems. The GUARANTEED REVENUE is equal to the applicable monthly service availability charge for water and sewer service.

THIS IS NOT AN
OFFICIAL COPY
PART II. DEVELOPER'S OBLIGATIONS

A. INSTALLATIONS IN COMPLIANCE WITH SPECIFICATION

1. DEVELOPER, at his expense and at no expense to the CITY, shall design, construct and install all necessary water distribution and sewage collection lines, over, through, under, across and past the PROPERTY in accordance with plans, specifications and engineering data as submitted by a Florida registered engineer to be approved by the appropriate governmental regulatory agencies and by the Utilities Director, or his authorized representative; and said water distribution and sewage collection lines shall be installed and connected to CITY's existing water distribution and sewage collection lines, all of which work shall be paid for by the DEVELOPER.

2. All installations shall be installed at DEVELOPER'S expense and shall include, without limitation, all gravity flow mains, force mains, pump stations and lift stations required for the furnishing of service to the PROPERTY. At the time of submission of the plans, specifications and engineering data by DEVELOPER to the Utilities Director, IF THIS AGREEMENT IS FOR (10) OR MORE ERC'S, DEVELOPER shall pay to CITY a Plan Review Fee of

2-95.2. 2

\$750.00 (to be paid one time only). Said Plan Review Fee is to compensate CITY for CITY's expense in having said plans, specifications and engineering data reviewed by the Utilities Director or his authorized representative.

3. Meter shall be INSTALLED BY CITY. No meter shall be removed, moved, bypassed, or altered in any way except by the City. Violation of this paragraph may result in a penalty of up to \$500.00, declaration of this AGREEMENT to be in default, or both. The imposition of a penalty shall be at the sole discretion of the City Manager or his designee.

4. Non-metered use of City water or use of water from fire hydrants may result in a penalty of up to \$500.00, declaration of this AGREEMENT to be in default, or both. The imposition of a penalty shall be at the sole discretion of the City Manager or his designee.

B. INSPECTION AND SUPERVISION BY DEVELOPER'S ENGINEER

DEVELOPER shall, at his expense, and at no expense to the CITY, retain the services of a registered professional engineer for the purposes of providing necessary inspection and supervision of the construction work to insure that construction is at all times in compliance with accepted sanitary engineering practices and in compliance with the approved plans and specifications. DEVELOPER shall notify CITY in writing of such appointment. A copy of each field report shall be submitted to the Utilities Director's authorized representative. Should there be cause or reason for the DEVELOPER to engage the services of a registered engineer (other than the design engineer) for inspections, then DEVELOPER shall notify the CITY within five (5) days of such engagement.

The DEVELOPER'S Engineer of Record shall prepare "As-Built" drawings of all construction.

C. PRECONSTRUCTION MEETING

DEVELOPER and his Contractor shall arrange for and hold a preconstruction meeting with the Utilities Director or his

2-95 792

authorized representative. Notification of said meeting shall be made in writing and received by all parties seventy-two hours in advance of said meeting. The meeting shall be held at least twenty-four (24) hours prior to start of each phase of construction. An Engineering Permit, payment of engineering fees and bonding based on a Certified Cost Estimate, prepared by DEVELOPER'S registered engineer, shall be required prior to any construction.

D. WRITTEN APPROVAL OF UTILITIES DIRECTOR

The work to be performed by DEVELOPER, as provided in this AGREEMENT shall not commence until all plans and specifications covering the work to be performed are approved in writing by the Utilities Director or his authorized representative. Approved plans and permits must be on site at all times.

E. ENGINEERS PRESENT AT TESTS

During construction and at the time when periodic inspections are required, the Utilities Director or his authorized representative shall be present and DEVELOPER'S engineer shall be present to observe and witness tests for determination of conformance to approved plans and specifications. The City Engineering Inspector shall be on site at all times during sanitary sewer installation, and notified before any water lines are installed.

F. COMPLIANCE WITH APPLICABLE LAWS

The work to be performed by DEVELOPER, pursuant to the provisions set forth herein, shall be in accordance with all requirements of the regulatory agencies which have jurisdiction over the subject matter of this AGREEMENT as well as all applicable Federal and State Statutes, County and CITY ordinances. The requirements of this paragraph shall govern, regardless of any errors or omissions in the approved plans or specifications.

G. AS-BUILT DRAWINGS

DEVELOPER shall, at his own expense and at no expense to the CITY, furnish to the CITY one complete set of reproducible mylar and two sets of prints of As-built drawings prepared by a Florida registered engineer who designed the water distribution and sewer systems or by any other engineer retained by the DEVELOPER. The As-Built drawings shall be approved by the Utilities Director's authorized representative. As-Built drawings shall be certified and sealed by the DEVELOPER's engineer showing all pertinent information as to all mains, services and appurtenances belonging to, and affecting the water distribution and sewage collection systems and service lines as constructed in the field. As-Built drawings shall also be sealed by a Florida registered surveyor as to the actual locations of all surface features of these systems, easements and right of ways which are part or adjacent to the property and shall include all paving and drainage facilities constructed in conjunction with the water and sewerage facilities.

H. CONTRIBUTION PAYMENTS FROM DEVELOPER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission.

The contribution charges shall be computed based upon the DEVELOPER'S representation on the approved final site plan for the PROPERTY. A copy of said plan shall be reduced to 8-1/2" x 11" and attached to this AGREEMENT as Exhibit "C". Exhibit "D" is attached to this AGREEMENT and shall indicate the number of buildings to be built, number of residential, non-residential and accessory units and ERC's per building and the number of meters and meter sizes.

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Payment of the contribution charges is a condition precedent to the execution of this AGREEMENT. The contribution charges applicable for this AGREEMENT are summarized as follows:

CONTRIBUTION (WATER)

Residential # _____ Units X _____ ERC's Per Unit @ \$1,205.00 Per ERC
Non-Residential # 8 ERC's @ \$1,205.00 Per ERC
Total ERC's 8 (WATER) Total Contribution \$ 9,640

CONTRIBUTION (SEWER)

Residential # _____ Units X _____ ERC's Per Unit @ \$1,550.00 Per ERC
Non-Residential # 8 ERC's @ \$1,550.00 Per ERC
Total ERC's 8 (SEWER) Total Contribution \$ 12,400

The DEVELOPER has paid to the CITY the sum of Twenty Two Thousand Forty _____ dollars (\$ 22,040) for contribution charges. Unless City Commission, at the time of adoption of this AGREEMENT by Resolution, approves alternative payment procedures, all Contribution charges have been paid, as evidenced by the signature of the Finance Director:


Stanley Hawthorne, Finance Director

12-15

Date

I. GUARANTEED REVENUES

1. DEVELOPER shall pay to the City, GUARANTEED REVENUES when due, at the rates in effect when due, as amended from time to time. GUARANTEED REVENUE is equal to the minimum service availability charge for water and sewer service. GUARANTEED REVENUES are due and payable monthly.

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2. The payment of GUARANTEED REVENUES required by this AGREEMENT shall commence six (6) months after the payment of CIAC Fees. Has a Plat for the property been recorded with Broward County x YES NO. If NO, then GUARANTEED REVENUES commence one (1) year after the effective date of this AGREEMENT. GUARANTEED REVENUES shall be due for all UNITS/ERC'S assigned to the PROPERTY unless otherwise specified by this AGREEMENT.

3. GUARANTEED REVENUE, if initiated shall no longer accrue for a unit when metered water and sewer service is established at a particular building and the required customer deposits are paid to the CITY. However, if accounts are open in the DEVELOPER'S name and closed without a new account being established, the GUARANTEED REVENUES shall resume.

4. The parties acknowledge the GUARANTEED REVENUE payments made by the DEVELOPER shall be considered as revenue (income).

J. MODIFICATION TO CITY'S WATER OR SEWER FACILITIES MAY BE NECESSARY

In addition to all other obligations of this AGREEMENT, DEVELOPER may be required by the CITY to make modifications to the CITY's water and sewage systems because of the development's impact on the systems. The modifications are set forth in Exhibit "E" and they shall be performed by DEVELOPER prior to the issuance of the first Certificate of Occupancy, unless provided in this AGREEMENT.

K. DELINQUENT PAYMENTS. DEFAULT. NOTICE OF DEFAULT

1. If any payment of GUARANTEED REVENUES required by this AGREEMENT is more than fifteen (15) days late, the CITY shall send the DEVELOPER a notice of delinquency by prepaid certified mail, and failure of the DEVELOPER to make the required payment in full within seven (7) days of the date shown on the notice shall constitute a default by the DEVELOPER.

2. Other than required payment of GUARANTEED REVENUES, if any act required by this AGREEMENT is not timely accomplished or

R-95-292

if any act prohibited by this AGREEMENT is done, then this AGREEMENT shall be in default. Notice of default and the grounds for default shall be sent to the DEVELOPER by the CITY as provided in Part VI of this AGREEMENT.

L. SANCTIONS AND PENALTIES

Should DEVELOPER be in default of this AGREEMENT, it is agreed that the CITY shall have the right to exercise any of the following sanctions or penalties:

1. Any reserved plant capacity under this AGREEMENT may be rescinded and forfeited.
2. The site plan for the PROPERTY is voidable by Resolution of the City Commission.
3. No final inspections shall be approved by CITY.
4. No Certificate of Occupancy shall be issued by CITY for any unit on the PROPERTY.
5. There shall be an interest penalty equal to the maximum rate allowed by Florida State Law on any payments due to CITY from DEVELOPER which are not paid. The penalty, when applicable, shall accrue from the due date of payment as provided in this AGREEMENT.
6. The CITY shall be entitled to lien the PROPERTY and foreclose the lien in satisfaction of any payments due under this AGREEMENT.
7. CITY shall be entitled to any other remedy at law and failure to exercise any remedy shall not constitute a waiver of said remedy.

M. MISCELLANEOUS ADDITIONAL OBLIGATIONS OF DEVELOPER

Prior to acceptance of the work required to be done, DEVELOPER shall, without cost to CITY:

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1. Convey to CITY and its successors and assigns, by good and sufficient exclusive easement deed, in a form satisfactory to CITY, a perpetual right, easement and privilege to operate, maintain, repair or replace all water and sewer mains, pipes, connections, pumps and meters within granted easements upon DEVELOPER's PROPERTY in connection with supplying water and sewer service to the inhabitants, occupants and customers in DEVELOPER's PROPERTY and secure from each mortgage and lienor a release of mortgages and lienors' interest in the easement and fixtures thereon for so long as the easement is used for the operation, maintenance, repair or replacement of water and sewer mains, pipes, connections, pumps and meters within the easements. Easements shall be a minimum of 20' wide for sewer and 15' wide for water.

2. Transfer to CITY by BILL OF SALE ABSOLUTE all DEVELOPER's right, title and interest in and to all of the water and sewer supply lines, mains, pumps, connections, pipes, valves, meters and equipment installed up to and within granted easements and right-of-way within the PROPERTY and off-site improvements installed for the purpose of supplying water distribution and sewage collection for DEVELOPER's PROPERTY.

3. Furnish CITY with an AFFIDAVIT that all persons, firms or corporations who furnished labor or materials used directly or indirectly in the prosecution of the work required to be performed by this AGREEMENT have been paid, or in the event of a dispute between the DEVELOPER and a contractor or subcontractor, furnish CITY with a BOND in the amount in dispute and in a form acceptable to the CITY.

4. Furnish CITY with a satisfactory surety bond or letter of credit in the amount of twenty-five percent (25%) of the cost of the work, in a form acceptable to the CITY, guaranteeing all work installed pursuant to this AGREEMENT against defects in materials, equipment or construction for a period of not less than one (1) year from date of acceptance of same by CITY.

5. Furnish CITY with T.V. inspection and air test of the sanitary sewer collection system performed one (1) month before 1- year warranty period expires.

6. Install cleanout on consumer's sanitary service in

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accordance with current Utility Standard Detail.

PART III. CITY'S OBLIGATION

A. CITY'S MAINTENANCE OF SYSTEMS AFTER CERTAIN CONDITIONS

When, at no cost to CITY, (1) the water distribution and sewage collection systems have been satisfactorily installed, inspected, tested and approved and certified in writing by the DEVELOPER's engineer, together with the Utilities Director, or his authorized representative; and (2) when DEVELOPER has satisfied the conditions of this AGREEMENT, then CITY shall thereafter maintain the water distribution system and sewage collection system up to and within granted easements upon DEVELOPER'S PROPERTY. However, the CITY will only be responsible for the maintenance of the sewer collection system from manhole to manhole and up to the first cleanout of the service lateral within the granted easements and the CITY will only be responsible for the maintenance of the water distribution up to the meter, fire hydrant, or fireline service within the granted easements. The obligation of the CITY to furnish water and/or sewer service other than construction water shall not arise until DEVELOPER has completed the conditions contained in this paragraph. The CITY shall reserve 8 ERC's of water service and 8 ERC's of sewage treatment plant capacity for DEVELOPER.

B. SERVICE CONDITIONS ON LARGE USER AGREEMENT

The CITY has entered into a "Large User Agreement" with Broward County, (the "COUNTY"), in which the COUNTY has agreed to make future sewage treatment capacity available at its regional wastewater treatment plant. In the event CITY cannot provide sufficient capacity, as a result of COUNTY's action, the CITY's sole obligation shall be to refund DEVELOPER'S contribution charges as described in this AGREEMENT, for those units for which CITY is unable to provide capacity provided that DEVELOPER is not in default of this AGREEMENT.

R 95-a 92

C. IMPOSSIBILITY TO PROVIDE SERVICE

In the event that the CITY cannot provide sufficient service as a result of the actions of any regulatory agency, then the CITY's sole obligation shall be to refund DEVELOPER'S contribution charges as described in this AGREEMENT, for those units for which CITY is unable to provide capacity provided that DEVELOPER is not in default of this AGREEMENT.

PART IV. MUTUAL COVENANTS

It is mutually agreed by and between the parties that the preambles contained at the beginning of this AGREEMENT are true and correct and in addition to them, it is mutually covenanted and agreed, as follows:

A. ASSIGNMENT OF THIS AGREEMENT

In addition to binding DEVELOPER, the provisions of this AGREEMENT shall run with the land and be binding upon and inure to the benefits of successors in title to the PROJECT after this AGREEMENT has been recorded in the Public Records of Broward County, Florida. However, any other assignment or transfer of DEVELOPER's rights and obligations is prohibited unless:

1. Assignment shall be done in writing in the same formality as this AGREEMENT.
2. CITY shall be a party of said assignment and shall not withhold approval of assignment unreasonably.
3. DEVELOPER shall remain primarily liable to CITY for the terms and conditions of this AGREEMENT unless assignment is made in compliance with this section. CITY agrees to execute a "satisfaction by assignment" for DEVELOPER if this AGREEMENT is properly signed.

DEVELOPER agrees to make full disclosure to any party purchasing all or any part of the PROPERTY encompassed by this AGREEMENT as to all the terms hereof, and with particular reference

R-95-92

to the GUARANTEED REVENUES set forth in Section I of Part II herein.

B. REPEAL OF PRIOR AGREEMENTS

All prior Developer Agreements or Agreements pertaining to the supply of water and sewer affecting the PROPERTY are hereby canceled and declared of no force and effect upon that PROPERTY which is the subject matter of this AGREEMENT.

PART V. MUTUAL ADDITIONAL COVENANTS

PARTICULARLY FOR FUTURE CONSUMERS AND ASSIGNEES AS WELL AS DEVELOPER

It is mutually covenanted and agreed by and between the parties as follows:

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service and sewage collection service to consumers within the PROPERTY covered by this AGREEMENT.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

DEVELOPER, his successors and assigns, and the owners and occupants of buildings on DEVELOPER's PROPERTY shall not install or maintain any water wells except for irrigation purposes.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and sewage collection service to consumers within the PROPERTY encompassed by this AGREEMENT. Such rules and regulations may relate to, but are not limited to, rates, deposits and connection charges and the right to discontinue services under

R-95292

certain conditions. The water and sewer rates to be charged by CITY to said customers shall be the rates now or hereafter charged to other customers within the area of service of TAMARAC UTILITIES WEST WATER AND SEWER SYSTEM. DEVELOPER hereby acknowledges and agrees that the rates are subject to change at any time by CITY.

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D. CITY NOT LIABLE FOR DEVELOPER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on DEVELOPER'S PROPERTY other than the water main and water service lines (from the water main to the water meter) and the sewage collection system within granted easements to CITY pursuant to this AGREEMENT.

E. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service or sewage collection service on DEVELOPER'S PROPERTY shall keep all water pipes, service lines including cleanouts, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the meter but the obligation for the maintenance of the lines shall be as set forth above and in applicable CITY regulations.

F. EFFECTIVE DATE

Unless otherwise specified in this AGREEMENT, this AGREEMENT shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission meeting at which it was approved.

G. OVER-SIZE METERS ON SINGLE FAMILY HOMES

R-95-292

It is assumed that a single family home on the PROPERTY will be serviced by a 5/8-inch water meter. If a larger water meter is needed, then the owner (whether DEVELOPER, Assignee or Homeowner) will be charged additional contribution charges which must be paid at the rate prevailing at the time of the application for larger meter for additional ERC's, to accommodate the larger meter.

H. CONDITIONS ON FIRE HYDRANT USE

No water from CITY's water distribution system shall be used or disbursed by DEVELOPER or his agents, through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless the Utilities Director has first approved the use and the connection, and there has first been made adequate provisions for compensating CITY for such water.

I. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of the CITY shall not constitute a breach of the provisions contained herein nor impose liability upon the CITY by the DEVELOPER, his successors and assigns.

J. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

L. 95.292

K. RECORDING OF AGREEMENT

This AGREEMENT shall be recorded by the CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in DEVELOPER's PROPERTY connected to or to be connected to said water and sewer systems of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this AGREEMENT in the execution thereof, and the acquisition or occupancy of real PROPERTY in DEVELOPER's PROPERTY connected to or to be connected to the said water and sewer systems of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the AGREEMENT herein contained and have become bound thereby.

L. HOLD HARMLESS PROVISION

It is mutually agreed that the CITY shall be held harmless from any and all liability for damages if CITY's obligations under this AGREEMENT cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this AGREEMENT shall be null and void and enforceable by either party regarding that portion of the DEVELOPER's PROPERTY for which CITY cannot perform its obligation.

M. CONTROL OF CROSS CONNECTIONS AND BACK-FLOW

1. The purpose of this Section is to protect the public water main against actual or potential cross-connections and back-flow by isolating within the premises or Private Property contamination or pollution that has occurred or may occur because of some undiscovered or unauthorized cross-connection on the premises or Private Property.
2. POLICY

- a. No water service connection shall be installed or maintained by the CITY unless the public water main is protected by an Approved back-flow prevention assembly as required by Florida Administrative Code 17-22, applicable DEP regulations, and this Section.
- b. Any back-flow prevention assembly required herein shall be of a model, type and size approved by the Utilities Director for the City of Tamarac, or his Designee, utilizing accepted practices and standards established by the American Water Works Association, AWWA C-506-78 or American Society of Sanitary Engineers Standard 1024.
- c. Service of water to any premises shall be denied or discontinued by the CITY if a back-flow prevention assembly required by this Section is not properly installed, tested, and maintained in properly functioning condition, or if it is found that a required assembly has been removed or by-passed.
- d. Single family residences shall be protected by a dual check valve, which will be installed by a plumber on the outlet side of the meter after installation of the meter.
- e. All services, other than single-family residences, shall be protected by an approved reduced pressure principle assembly or double check valve assembly, as determined by the Utilities Director or his designee, based on planned water usage within the premises.
- f. Reduced pressure principle and double check valve assemblies shall be procured and installed by DEVELOPER, in accordance with the Standard Back-Flow Prevention Detail Sheet, which is available at the Tamarac Utilities Department, prior to the installation of the

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R. 95-292

water service meter.

- g. Prior to connection of water service, the back-flow prevention assembly must be inspected and tested by a certified tester. If at the time of testing, the assembly is found to be malfunctioning, the DEVELOPER will be notified by the CITY and water service will not be provided until such time as the back-flow prevention assembly does pass inspection.

h. Annual (or at intervals determined by Utilities Director or his designee) inspections and tests of back-flow prevention assembly shall be performed by state certified back-flow tester. DEVELOPER/OWNER must have tests performed (with results submitted to Utilities Director) by a state certified back-flow tester at DEVELOPER/OWNER expense. The DEVELOPER/OWNER will be responsible for insuring that proper plumbing permits have been obtained and fees paid.

N. WELLFIELD PROTECTION

DEVELOPER acknowledges that property described in Exhibit "A" (~~is~~/is not) within a Broward County Protected Well Field zone of influence per Broward County Ordinance 84-60 or within an existing or proposed well field zone of influence as determined by Tamarac Utilities Director. If property is within said zone of influence, DEVELOPER agrees to limit uses of property to those uses that are allowed by Broward County Ordinance 84-60 or as it may be amended.

O. PROHIBITED HAZARDOUS MATERIALS

DEVELOPER acknowledges that Broward County and the City of Tamarac have ordinances that prohibit discharge of hazardous materials into the sanitary sewer system. (Broward County

R. 95290

Ordinance 86-61 and Tamarac Ordinance 85-52). DEVELOPER agrees not to discharge hazardous materials into the sanitary sewer system as defined by Broward County Ordinance 86-61 and Tamarac Ordinance 85-52 or as they may be amended.

PART VI. NOTICE

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

FOR CITY OF TAMARAC:

City Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

FOR THE DEVELOPER:

Robert Silverstein, President
Arch Aluminum & Glass Co., Inc.
1400 S.W. 6th Ct. Suite F
Pompano Beach, Florida 33069

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

R.95292

PART VII. ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" - Legal Description of PROPERTY

EXHIBIT "B" - Receipt from third party for a portion of contribution charge:

Included _____ Not Included X

EXHIBIT "C" - A copy of the site plan of the PROPERTY reduced to 8-1/2 inch by 11-inch page size.

EXHIBIT "D" - A listing for the PROPERTY indicating the number of ERC's allocated to each building, the number of meters per building, and the meter size(s).

EXHIBIT "E" - Modification of CITY's water or sewer facilities if required by Utilities Director, if applicable.

Included _____ Not Included X

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered in the presence of:

ACCEPTED BY CITY OF TAMARAC
GRANTEE

ATTEST:

By: [Signature]

Robert S. Noe, Jr.,
City Manager

By: [Signature]

Norman Abramowitz,
Mayor

Date: 12-13-95

ATTEST:

By: [Signature]

Carol A. Evans,
City Clerk

By: [Signature]

Robert S. Noe, Jr.,
City Manager

Date: 12-13-95

Approved as to form:

By: [Signature]

Mitchell S. Kraft,
City Attorney

STATE OF FLORIDA:

: 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 Norman Abramowitz, Mayor Robert S. Noe, Jr., City Manager to me known to be the person(s) described in and who executed the foregoing instrument and they acknowledged before me and under oath that they executed the same.

WITNESS my hand and official seal this 13 day of December, 1995.



[Signature]
NOTARY PUBLIC, State of Florida
at Large
KAREN LEE JACKSON

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

(☒) Personally known to me, or
() Produced identification

Type of I.D. Produced

() DID take an oath, or (☒) DID NOT take an oath.

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R 95252

ATTEST:

By:

Type Name

Corporate Secretary

LEON SILVERSTEIN

DEVELOPER

By:

Type Name

ARCH ALUMINUM & GLASS CO., INC.

President

Robert Silverstein

(Corporate Seal)

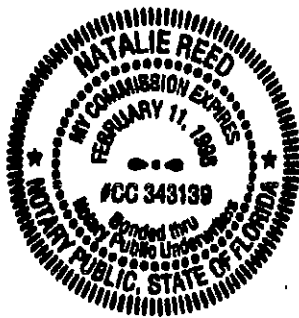
STATE OF FLORIDA

COUNTY OF Duval

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 Robert H. Silverstein

to me known to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me and under oath that he executed the same.

WITNESS my hand and official seal this 12th day of September, 1995.



Natalie Reed
NOTARY PUBLIC, State of Florida
at Large

NATALIE REED
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- (☒) Personally know to me, or
() Produced identification

Type of I.D. Produced

- () DID take an oath, or (☒) DID NOT take an oath.

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R.95.29

AFFIDAVIT SHALL BE COMPLETED WHEN MORTGAGE SIGNATURE IS NOT APPLICABLE

I Sam Butters and Nat Butters do hereby affirm that I am the
Owners of S & N Plat
Parcel B for the Arch Aluminum Project
and that I have executed a Water and Sewer Developer's Agreement with the City
of Tamarac for The Arch Aluminum project
and that I am the owner of the property covered by said DEVELOPER'S AGREEMENT.

There are no mortgages held on the property which is the
subject of said DEVELOPER'S AGREEMENT.

FURTHER AFFIANT SAYETH NOT.

Sam Butters
(Signature)
NAT BUTTERS

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OFFICIAL COPY

This 9TH day of OCTOBER,
1995.

STATE OF FLORIDA
COUNTY OF Broward

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 Sam Butters and
Nat Butters to me known to be the person(s)
described in and who executed the foregoing instrument and they
acknowledged before me and under oath that they executed the same.

WITNESS my hand and official seal this 9 day of October,
1995.

EDWARD CHINSKY
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. CC 368728
COMMISSION EXPIRES APRIL 20, 1996
BOWDED THRU NOTARY PUBLIC UNDERWRITERS

Edward Chinsky
NOTARY PUBLIC, State of Florida
at Large

EDWARD CHINSKY

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

- (X) Personally know to me, or
- () Produced identification

Type of I.D. Produced

- () DID take an oath, or (X) DID NOT take an oath.

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ATTEST:

By: *[Signature]*
SAM BUTTERS
Type Name _____

OWNER

By: *N Butters*
NAT BUTTERS
Type Name _____

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(Corporate Seal)
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STATE OF FLORIDA :
COUNTY OF Broward :

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 Sam Butters and Nat Butters to me known to be the person(s) described in and who executed the foregoing instrument and they acknowledged before me and under oath that they executed the same.

WITNESS my hand and official seal this 9th day of
October, 1995.

EDWARD CHINSKY
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. CC 388728
COMMISSION EXPIRES APRIL 30, 1998
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Edward Chinsky
NOTARY PUBLIC, State of Florida
at Large

EDWARD CHINSKY
(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

- (X) Personally know to me, or
() Produced identification

Type of I.D. Produced

() DID take an oath, or (X) DID NOT take an oath.

400 Northeast Third Avenue
FT. LAUDERDALE, FLORIDA 33301
Telephone (305) 793-7811
Telecopier (305) 793-7810

4th AVE ROAD

1st ST

2nd ST

THIS SKETCH

SECTION 7-10-41

LOCATION MAP NOT TO SCALE

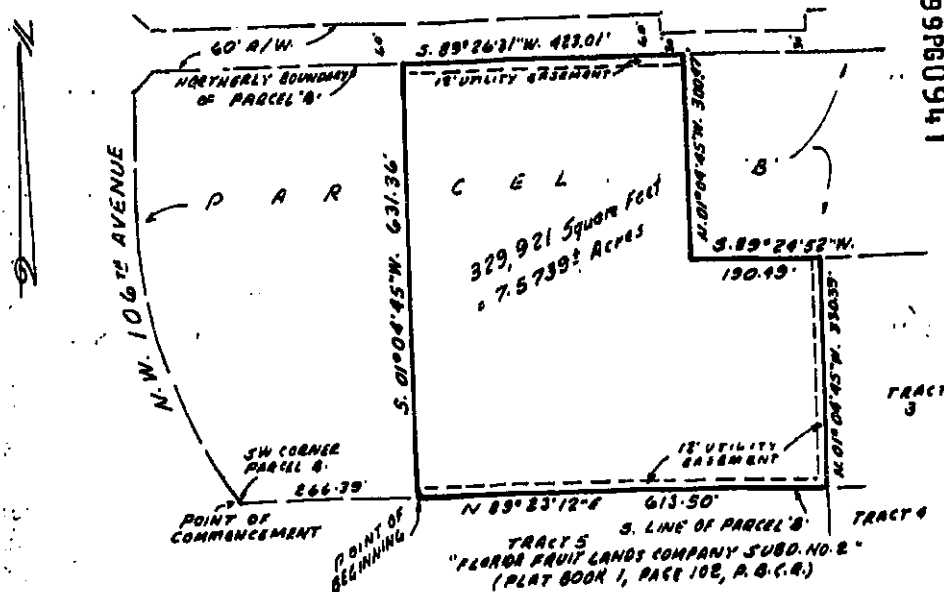
A portion of Parcel "B", "S & N PLAT", according to the plat thereof as recorded in Plat Book 154, Page 38 of the public records of Broward County, Florida; more fully described as follows:

Commencing at the Southwest corner of said Parcel "B"; thence North 89° 23' 12" East, on the South line of said Parcel "B", a distance of 268.39 feet to the POINT OF BEGINNING; thence continue on the South line of said Parcel "B", North 89° 23' 12" East, a distance of 613.50 feet; thence North 01° 04' 45" West, a distance of 330.39 feet; thence South 89° 24' 52" West, a distance of 180.49 feet; thence North 01° 04' 45" West, a distance of 300.47 feet to a point on the Northern boundary of said Parcel "B"; thence South 89° 26' 31" West on said Northern boundary, a distance of 423.01 feet; thence South 01° 04' 45" West, a distance of 631.38 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Tamarac, Broward County, Florida and containing 328,921 square feet, or 7.5739 acres more or less.

We hereby certify that this sketch meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-8, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Certified Correct. Dated at Fort Lauderdale, Florida this 8th day of September, 1995.



ALL LINES SHOWN REFER TO RECORD PLAT (154/38)
AND ASSUME THE SOUTH LINE OF PARCEL B AS
N 99° 23' 12" E.

LEGAL DESCRIPTION PREPARED BY McLAUGHLIN
ENGINEERING CO. THIS 8TH DAY OF SEPTEMBER,
1941, AND DOES NOT INFER TITLE OR OWNERSHIP.
THIS IS NOT A SURVEY.

THIS SKETCH REFLECTS ALL EASEMENTS AND RIGHT-OF-WAYS SHOWN ON THE ABOVE REFERENCED RECORD
PLS.: THE SUBJECT PROPERTY WAS NOT ABSTRACTED FOR
ANY EASEMENTS, ROAD RESERVATIONS, OR RIGHT-OF-
WAY OF RECORD IN McCAUGHLIN ENGINEERING CO.

McLAUGHLIN ENGINEERING CO.

Carl E. Albrektsen
CARL E. ALBREKTSSEN; REGISTERED
LAND SURVEYOR NO. 4186, STATE OF FLORIDA
ESS SEALED WITH AN EMPLOYED SURVEYOR'S SEAL

NOT VALID UNLESS SEALED WITH AN EMBOSSED SIGNATURE

DRAWN BY: DES

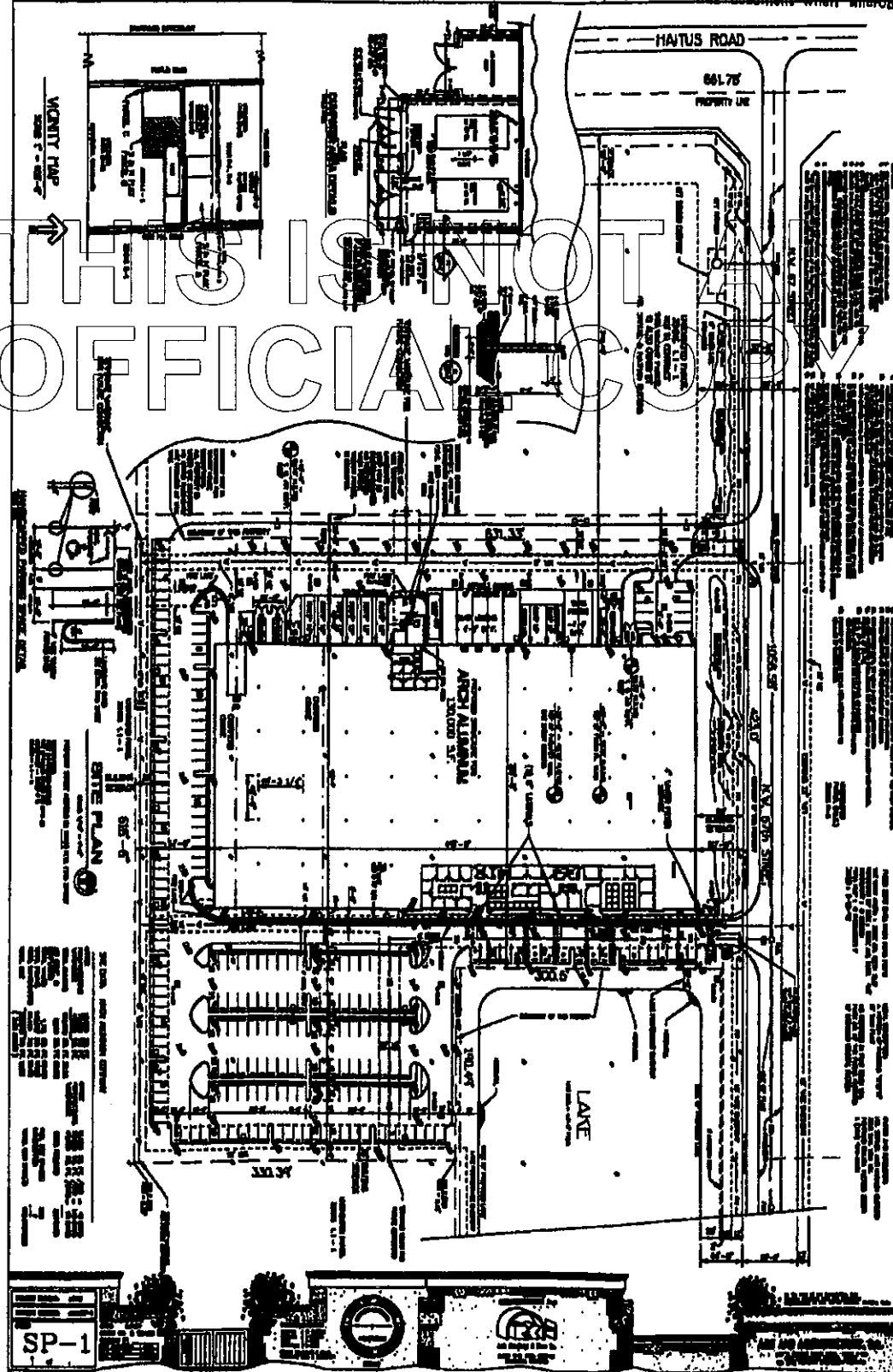
FILL: BOOK:

R-95-292

MEMO: Legibility of writing
typing or printing unsatisfactory in
this document when microfilmed.

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EXHIBIT D

TAMARAC WATER AND SEWER AGREEMENT

DEVELOPMENT ARCH ALUMINUM AND GLASS COMPANY, INC.

METER SCHEDULE FOR RESIDENTIAL USE

<u>BUILDING #</u>	<u># OF UNITS</u>	<u># OF ERC'S</u>		<u># OF METERS</u>	<u>SIZE OF METERS</u>
		<u>WATER</u>	<u>SEWER</u>		

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TOTALS

METER SCHEDULE FOR NON-RESIDENTIAL USE

<u>SERVICE USE</u>	<u># OF UNITS</u>	<u># OF ERC'S</u>		<u># OF METERS</u>	<u>SIZE OF METERS</u>
		<u>WATER</u>	<u>SEWER</u>		
INDUSTRIAL	1	8	8	1	2"

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0 DUMPSTER(S) CONNECTED TO SEWER
@ 1 ERC EACH = 0 ERC'S (SEWER)

TOTAL ERC'S 8 (Water) 8 (Sewer)

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THIS PROJECT REQUIRES THE FOLLOWING SIZE AND NUMBER OF FIRE LINES:

_____ AT 4" DIAMETER ONE AT 8" DIAMETER

_____ AT 6" DIAMETER _____ AT _____ DIAMETER

SERVED BY WASTEWATER PUMP STATION NO. 45

8 ERC'S + 7.58 SITE ACRES = 1.055 ERC'S /SITE ACRE

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I HEREBY CERTIFY THAT THE NON-RESIDENTIAL WATER METERS LISTED ABOVE MEET
THE MINIMUM REQUIREMENTS OF THE SOUTH FLORIDA BUILDING CODE FOR THE
INTENDED USE.

 10.24.95
SEAL

8K24499P60944

Temp. Reso # 7249

CITY OF TAMARAC

RESOLUTION NO. R-95 292

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A WATER AND SEWER DEVELOPER'S AGREEMENT WITH ARCH ALUMINUM AND GLASS COMPANY, INC. FOR THE ARCH ALUMINUM PROJECT FOR 1 NON-RESIDENTIAL WATER AND SEWER BUILDING CONNECTION REQUIRING 8 ERC'S FOR WATER AND 8 ERC'S FOR SEWER; REQUIRING THE PAYMENT OF \$22,040 IN CIAC FEES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the developer, Arch Aluminum and Glass Company, Inc. is constructing a manufacturing plant, Arch Aluminum and Glass Company, Inc. Project located on the south side of Northwest 67 Street between Nob Hill Road and Hiatus Road (shown in map form as "Exhibit 1") in accordance with the Site Plan as approved by the City Commission on September 13, 1995; and

WHEREAS, the developer has offered a Water and Sewer Developer's Agreement to the City of Tamarac for the Arch Aluminum Project as required by Sections 10-82(a)(12), 10-121(d), 10-122(f) and 10-123(e); and

Temp. Reso # 7249

WHEREAS, the Water and Sewer Developer's Agreement requires the purchase of 8 ERC's for water and 8 ERC's for sewer for a combined CIAC fee of \$22,040 as required by Resolution R-94-210; and

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WHEREAS, it is the recommendation of the Utilities Director that the Water and Sewer Developer's Agreement be executed and the payment of the CIAC fees required for this development be accepted; 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 execute a Water and Sewer Developer's Agreement with the Arch Aluminum and Glass Company, Inc. for the Arch Aluminum Project.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

Temp. Reso # 7249

SECTION 2: That the appropriate City Officials are hereby authorized to execute a Water and Sewer Developer's Agreement with Arch Aluminum and Glass Company, Inc. for the Arch Aluminum Project (attached hereto as "Exhibit 2") and accept the CIAC fees.

SECTION 3: That the City Clerk is hereby authorized and directed to record said agreement in the Public Records of Broward County.

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.

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Temp. Reso # 7249

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

PASSED, ADOPTED AND APPROVED this 13 day of December, 1995.

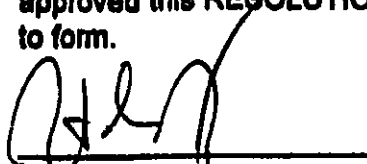
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NORMAN ABRAMOWITZ
MAYOR

ATTEST:


CAROL A. EVANS
CITY CLERK

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


MITCHELL S. KRAFT
CITY ATTORNEY

RECORD OF COMMISSION VOTE

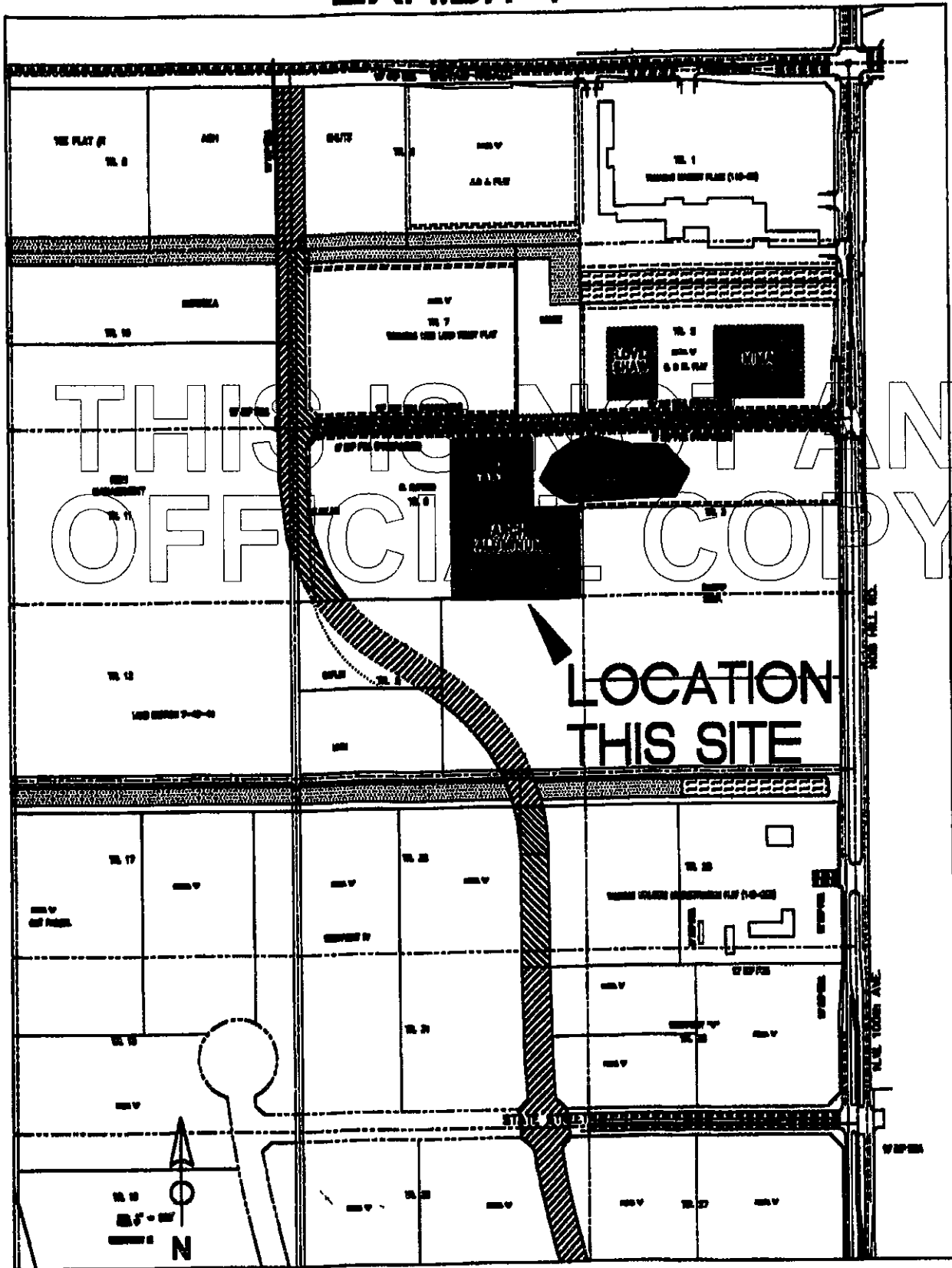
MAYOR	ABRAMOWITZ	<u>Aye</u>
DIST. 1:	COMM. MCKAYE	<u>Aye</u>
DIST. 2:	COMM. MISHKIN	<u>Aye</u>
DIST. 3:	COMM. SCHREBER	<u>Aye</u>
DIST. 4:	COMM. MACHEK	<u>Aye</u>

Utilities-mw

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R-95-92

EXHIBIT 1



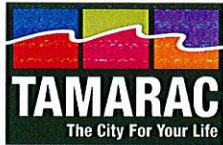
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LOCATION
THIS SITE

BK 24499P60949

ARCH ALUMINUM WATER AND SEWER DEVELOPER'S AGREEMENT

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR



**FIRST AMENDMENT
TO WATER AND SEWER
DEVELOPER'S AGREEMENT**

FOR: UNIPHARMA
(Name of Development)

This AMENDMENT TO AGREEMENT, made and entered into and between the City of Tamarac, 7525 Northwest 88th Avenue, Tamarac, Florida 33321, hereafter call "CITY" and Tamarac 10200 LLC having an address at 10200 NW 67th Street Tamarac, FL 33321, hereinafter called "DEVELOPER"

WITNESSETH :

WHEREAS, CITY and DEVELOPER entered into a Water and Sewer Developer's Agreement for the property described in Exhibit "A" attached hereto and made a part of on December 13, 1995 said agreement recorded on O.R. Book 154 Page 38 of the Public Records of Broward County, and;

WHEREAS, the parties desire to modify certain terms contained in that Agreement.

The First Amendment to the Water and Sewer Developer's Agreement establishes an increase of 16 ERC's for water and sewer from 8 ERC's to 24 ERC's and establishes a new water meter schedule (attached hereto as Exhibit "D"). The new Contribution In Aid of Construction (CIAC) Fees and Equivalent Residential Connections (ERC's) are listed below:

The First Amendment to the Water and Sewer Developer's Agreement shall serve as the Assignment of the Water and Sewer Developer's Agreement from Arch Aluminum & Glass Company, Inc. to Tamarac 10200, LLC for the Unipharma Project. The First Amendment to the Water and Sewer Developer's Agreement will provide for an additional 16 ERC's for water and 16 ERC's for sewer, requiring additional contribution charges in the amount of \$62,400.00.

NOW, THEREFORE, in consideration of the mutual covenant and undertakings of the parties hereto and other good and valuable considerations, the parties hereto covenant and agree as follows:

1. Part II (H) of the Developer's Agreement is amended to read as follows:

CONTRIBUTION (WATER)

ORIGINAL CONTRIBUTION:

8 Non-Residential ERC's @ \$1,205.00 per ERC = \$9,640.00

FIRST AMENDMENT CONTRIBUTION:

16 Non-Residential ERC's @ \$1,700.00 per ERC = \$27,200.00

SUBTOTALS: ERC'S = 16 WATER CIAC FEE = \$27,200.00

TOTAL: WATER ERC's = 24

CONTRIBUTION (SEWER)

ORIGINAL CONTRIBUTION:

8 Non-Residential ERC's @ \$1,550.00 per ERC = \$12,400.00

FIRST AMENDMENT CONTRIBUTION:

16 Non-Residential ERC's @ \$2,200.00 per ERC = \$35,200.00

SUBTOTALS: ERC'S = 16 SEWER CIAC FEE = \$35,200.00

TOTAL: SEWER ERC'S = 24

TOTAL CIAC FEE = \$62,400.00

2. Part III (A) of the Developer's Agreement is amended to read as follows:

PART III. CITY'S OBLIGATION

A. CITY'S MAINTENANCE OF SYSTEMS AFTER CERTAIN CONDITIONS

When, at no cost to CITY, (1) the water distribution and sewage collection systems have been satisfactorily installed, inspected, tested and approved and certified in writing by the DEVELOPER's engineer, together with the Director of Public Services, or his authorized representative; and (2) when DEVELOPER has satisfied the conditions of this AGREEMENT, then CITY shall thereafter maintain the water distribution system and sewage collection system up to and within granted easements upon DEVELOPER's PROPERTY. However, the CITY will only be responsible for the maintenance of the sewer collection system from manhole to manhole and up to the first cleanout of the service lateral within the granted easements and the CITY will only be responsible for the maintenance of the water distribution up to the meter, fire hydrant, or fireline service within the granted easements. The obligation of the CITY to furnish water and/or sewer service other than construction water shall not arise until

DEVELOPER has completed the conditions contained in this paragraph. The CITY shall reserve 16 ERC's of water service and 16 ERC's of sewage treatment plant capacity for DEVELOPER.

3. All other provisions of the Developer's Agreement are hereby ratified.
4. This amendment shall become effective on the latest date of execution by a party hereto.

IN WITNESS WHEREOF, Owner has hereunto set his hand and seal on the day and year first above written.

ATTEST:

By: [Signature]

Type Name Oscar Velazquez
Corporate Secretary

OWNER 10200 Tamarac, LLC

By: [Signature]

Type Name Reinaldo Santamarta
President

(Corporate Seal)

STATE OF FLORIDA :
COUNTY OF DADE : SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared OSCAR VELAZQUEZ / R. SANTAMARTA to me known to be the person(s) described in and who executed the foregoing instrument and ✓ acknowledged before me and under oath that ✓ executed the same.

WITNESS my hand and official seal this 1 day of MARCH, 2016.



NOTARY PUBLIC, State of Florida
at Large

FRANCISCO APARICIO
(Name of Notary Public: Print, Stamp,
or type as Commissioned)

☒ Personally known to me, or

☐ Produced Identification

Type of I.D. Produced

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

IN WITNESS WHEREOF, Mortgagee has hereunto set his hand and seal on the day and year first above written.

ATTEST:

MORTGAGEE (If Applicable)

By: _____

By: _____

Type Name _____
Corporate Secretary

Type Name _____
President

(Corporate Seal)

STATE OF FLORIDA :
: 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 _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

WITNESS my hand and official seal this _____ day of _____, 2016.

NOTARY PUBLIC, State of Florida
at Large

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

() Personally known to me, or

() Produced Identification

Type of I.D. Produced

() DID take and oath, or () DID NOT take an oath.

AFFIDAVIT SHALL BE COMPLETED WHEN MORTGAGEE SIGNATURE IS NOT APPLICABLE

I, Reinaldo Santamaría do hereby affirm that I am the owner of 10200 Tamarac, LLC. and that I have executed a Water and Sewer DEVELOPER's Agreement with the City of Tamarac for New Water Meter Installation project and that I am the owner of the property covered by said DEVELOPER'S AGREEMENT.

There are no mortgages held on the property, which is the subject of said DEVELOPER'S AGREEMENT.

FURTHER AFFIANT SAYETH NOT.

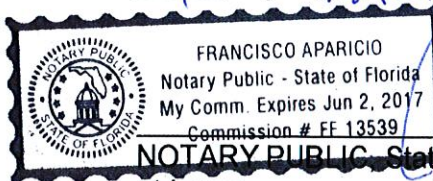
(Signature)

This 25 day of February, 2016.

STATE OF FLORIDA :
COUNTY OF DADE : SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared REINALDO SANTAMARÍA to me known to be the person(s) described in and who executed the foregoing instrument and ✓ acknowledged before me and under oath that ✓ executed the same.

WITNESS my hand and official seal this 1 day of MARCH, 2016.



NOTARY PUBLIC, State of Florida
at Large

FRANCISCO APARICIO
(Name of Notary Public: Print, Stamp,
or type as Commissioned)

(✓) Personally known to me, or

() Produced Identification

Type of I.D. Produced

() DID take and oath, or () DID NOT take an oath.

EXHIBIT D

FIRST AMENDMENT TO THE WATER AND SEWER DEVELOPER'S AGREEMENT

DEVELOPMENT: UNIPHARMA

ORIGINAL METER SCHEDULE

ORIGINAL AGREEMENT

CONNECTION	Meter		ERC's		CIAC Fees		
	Size	No.	Water	Sewer	Water	Sewer	Total
Industrial							
Arch Aluminum	2"	1	8	8	\$1,205.00	\$1,550.00	8 ERC's
Total:	2"	1	8	8	\$9,640.00	\$12,400.00	\$22,040.00

FIRST AMENDMENT METER SCHEDULE

CONNECTION	Meter		ERC's		CIAC Fees		
	Size	No.	Water	Sewer	Water	Sewer	Total
Industrial							
Arch Aluminum	2"	2	16	16	\$1,700.00 per ERC	\$2,200.00 per ERC	16 ERC'S
Total:	2"	2	16	16	\$27,200.00	\$35,200.00	\$62,400.00

TOTAL ERC'S OF AMENDMENT (WATER) 16 (SEWER) 16
TOTAL AMOUNT DUE: \$62,400.00

0 DUMPSTER(S) CONNECTED TO SEWER
@ 1 ERC EACH= 0 ERC'S (SEWER)

TOTAL ERC'S 16 (WATER) 16 (SEWER)

THIS PROJECT REQUIRED THE FOLLOWING SIZE AND NUMBER OF FIRE LINES:

_____ AT 4" DIAMETER 1 AT 8" DIAMETER

_____ AT 6" DIAMETER _____ AT _____ DIAMETER

SERVED BY WASTERWATER PUMP STATION NO. 45

16 ERC'S ÷ 7.58 SITE ACRES = 2.110 ERC'S/SITE ACRE

I HEREBY CERTIFY THAT THE NON-RESIDENTIAL WATER METERS LISTED ABOVE MEET THE MINIMUM REQUIREMENTS OF THE SOUTH FLORIDA BUILDING CODE FOR THE INTENDED USE.

4-27-2016

44207

SEAL _____ P.E.# _____

JERRY ZAMORA P.E.

TYPE NAME _____

ZAMORA & ASSOCIATES INC



McLAUGHLIN ENGINEERING
ENGINEERS-SURVEYORS

400 Northeast Third Avenue
FT. LAUDERDALE, FLORIDA 33301
Telephone (305) 763-7611
Telecopier (305) 763-7615

CL = CENTERLINE, NO. = NUMBER, SUBD. = SUBDIVISION; R/W = RIGHT-OF-WAY
P.B.C.R. = PALM BEACH COUNTY RECORDS
SCALE: 1" = 200'

SKETCH AND DESCRIPTION

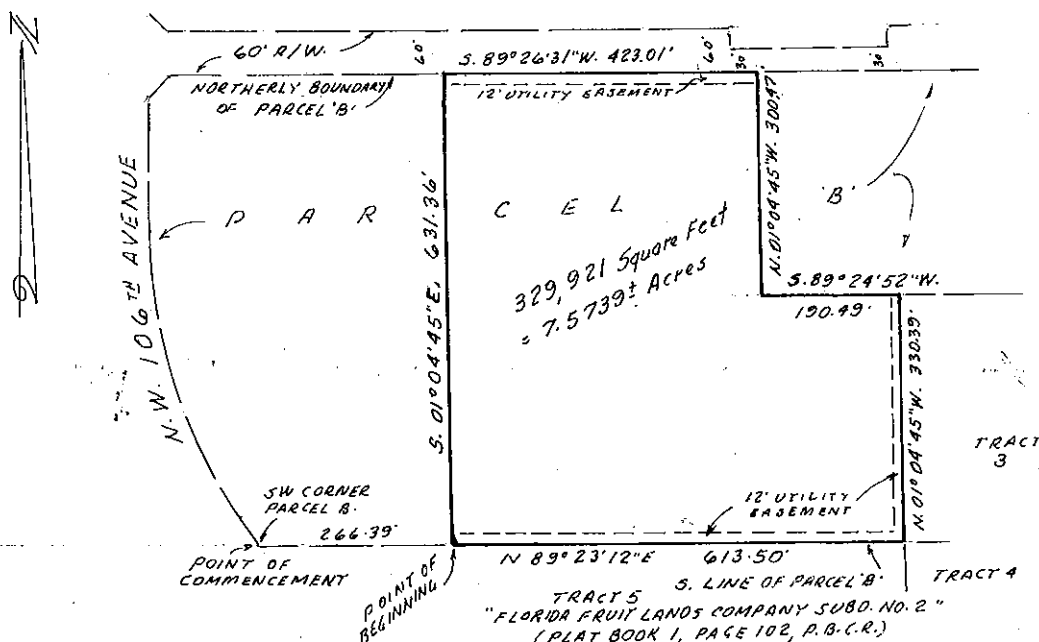
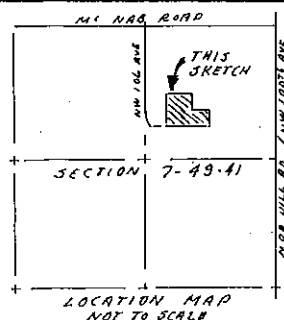
A portion of Parcel "B", "S & N PLAT", according to the plat thereof as recorded in Plat Book 154, Page 38 of the public records of Broward County, Florida; more fully described as follows:

Commencing at the Southwest corner of said Parcel "B"; thence North 89° 23' 12" East, on the South line of said Parcel "B", a distance of 266.39 feet to the POINT OF BEGINNING; thence continue on the South line of said Parcel "B", North 89° 23' 12" East, a distance of 613.50 feet; thence North 01° 04' 45" West, a distance of 330.39 feet; thence South 89° 24' 52" West, a distance of 190.49 feet; thence North 01° 04' 45" West, a distance of 300.47 feet to a point on the Northerly boundary of said Parcel "B"; thence South 89° 26' 31" West on said Northerly boundary, a distance of 423.01 feet; thence South 01° 04' 45" East, a distance of 631.36 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Tamarac, Broward County, Florida and containing 329,921 square feet, or 7.5739 acres more or less.

We hereby certify that this sketch meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Certified Correct. Dated at Fort Lauderdale, Florida this 8th day of September, 1995.
REVISED LEGAL DESCRIPTION THIS 13TH DAY OF NOVEMBER, 1995.



BEARINGS SHOWN REFER TO RECORD PLAT (154/38)
AND ASSUME THE SOUTH LINE OF PARCEL "B" AS
N 89° 23' 12" E.

LEGAL DESCRIPTION PREPARED BY McLAUGHLIN
ENGINEERING CO. THIS 8TH DAY OF SEPTEMBER,
1995, AND DOES NOT INFER TITLE OR OWNERSHIP.

THIS IS NOT A SURVEY.

THIS SKETCH REFLECTS ALL EASEMENTS AND RIGHT-OF-
WAYS SHOWN ON THE ABOVE REFERENCED RECORD
PLAT. THE SUBJECT PROPERTY WAS NOT ABSTRACTED FOR
OTHER EASEMENTS, ROAD RESERVATIONS, OR RIGHT-OF-
WAYS OF RECORD BY McLAUGHLIN ENGINEERING CO.

McLAUGHLIN ENGINEERING CO.

Carl E. Albrektson
CARL E. ALBREKTSON; REGISTERED
LAND SURVEYOR NO. 4185, STATE OF FLORIDA
NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL

FIELD BOOK: _____
JOB ORDER: 5-2568

DRAWN BY: DES
CHECKED BY: JAI

TAMARAC PUBLIC SERVICES
ACCEPTANCE TO ASSIGNMENT

FOR: UNIPHARMA LLC
 Name of Development

REINALDO J. SANTAMARTA

having an address of 10200 NW 67th ST., TAMARAC, FL. 33321 party of the second
 part, agrees to accept assignment of Utility Connections.

ATTEST:

CORPORATION

By: [Signature]
 Type Name OSCAR VELASQUEZ
 Corporate Secretary

By: [Signature]
 Type Name REINALDO J. SANTAMARTA
 President

(Corporate Seal)

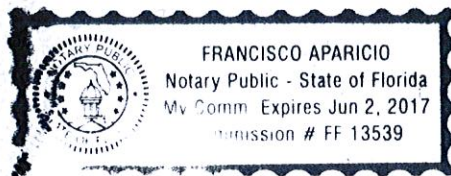
STATE OF FLORIDA

SS

COUNTY OF Mami-Dade

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State afaresaid and in the County afaresaid to take acknowledgments, personally appeared Reinaldo J. Santamarta to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me and under oath that executed the same.

WITNESS my hand and official seal this 6th day of May 2016.



[Signature]
 NOTARY PUBLIC, State of Florida
 at Large

FRANCISCO APARICIO

(Name of Notary Public: Print, Stamp, or type as Commissioned)

- X) Personally known to me, or
 X) Produced Identification

D.L.

Type of 1.0. Produced

(X) DIO take an oath, or () DIO NOT take an oath.

TAMARAC PUBLIC SERVICES
ACKNOWLEDGMENT OF AGREEMENT
AND CONSENT TO ASSIGNMENT

FOR: UNIPHARMA

Name of Development

The City of Tamarac, a municipal corporation of the State of Florida, "City", hereby acknowledges that effective as of December 13, 1995, it entered into a Water and Sewer Developer's Agreement concerning Unipharma, "Developer's Agreement", with Arch Aluminum & Glass Company, Inc. as Developer, a copy of which Agreement is incorporated by reference.

The Developer's Agreement was subsequently assigned by Arch Aluminum & Glass Company, Inc. to Tamarac 10200, LLC by Assignment dated June 8, 2016.

The City hereby consents to and approves the Assignment of the Developer's Agreement from Arch Aluminum & Glass Company, Inc. to Tamarac 102200, LLC.

ACCEPTED BY CITY OF TAMARAC

By: _____
Harry Dressler
Mayor

Date: _____

ATTEST:

By: _____
Patricia Teufel, CMC
City Clerk



By: _____
Michael C. Cernech
City Manager

Date: _____

Approved as to form:

By: _____
Samuel S. Goren,
City Attorney

STATE OF FLORIDA :
: 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 _____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me and under oath that _____ executed the same.

WITNESS my hand and official seal this _____ day of _____,
20____.

NOTARY PUBLIC, State of Florida
at Large

- () Personally known to me, or
() Produced identification

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

Type of I.D. Produced

- () DID take an oath, or () DID NOT take an oath



Title - TR12787 - Citywide Buffer Wall Phase III Project

A Resolution of the City Commission of the City of Tamarac, Florida, approving execution of Task Authorization No. 16-21D with Stantec Consulting Services Inc. to provide Professional Engineering Services for the design and permitting of the Citywide Buffer Wall Project, Phase III, which is generally located on the North side of McNab Road between NW 108th Terrace and North Pine Island Road, in accordance with the City's Continuing Service Agreement as authorized by Resolution R-2011-87; authorizing an expenditure for said purpose in an amount not to exceed \$179,307.50; providing for conflict; providing for severability; and providing for an effective date.

Commission District(s):

District 3

ATTACHMENTS:

Description	Upload Date	Type
▣ TR 12787 MEMO	5/24/2016	Cover Memo
▣ TR 12787 RESO	5/23/2016	Resolution
▣ TR 12787 Exhibit 1	5/23/2016	Exhibit

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

TO: Michael C. Cernech, City Manager DATE: May 19, 2016

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

**FROM: John E. Doherty, P.E.
Assistant Director of Public
Works/City Engineer** 

**RE: Temp. Reso. #12787–
Engineering Services For
Citywide Buffer Wall Project,
Phase III – June 8, 2016,
Commission Meeting Agenda**

Recommendation

The Assistant Director of Public Works/City Engineer recommends that the City Commission authorize the execution of Task Authorization No. 16-21D with Stantec Consulting Services Inc. to provide professional engineering and permitting services for the Citywide Buffer Wall Project, Phase III, which is generally located on the North side of McNab Road between NW 108th Terrace and North Pine Island Road, in accordance with the City of Tamarac Continuing Engineering Services Agreement as authorized by Resolution R-2011-87 dated August 24, 2011, in an amount not-to-exceed \$179,307.50

Issue

The award of Task Authorization No. 16-21D with Stantec Consulting Services Inc. to provide professional engineering and permitting services for the Citywide Buffer Wall Project, Phase III.

Background

As part of the recently completed Major Arterial Corridor Study it was determined that the City will move forward with the Buffer Wall component of the Study, which includes the design and construction of neighborhood buffer wall treatments for various parts of the City. This project is considered Phase III of the program.

This project consists of approximately 7,000 Linear Feet of a precast system buffer wall, together with associated landscaping and irrigation improvements. The design elements for this task (Task Authorization No. 16-21D) include; concrete foundations, retaining walls, concrete columns and precast wall panels.

Analysis

The City of Tamarac's Continuing Engineering Services Agreement, as authorized by Resolution R-2011-87, includes six (6) engineering firms. Upon consideration of the knowledge and resources of Stantec Consulting Services Inc. it was determined that Stantec Consulting Services Inc. was the appropriate firm to use for this project.

The project schedule includes six (6) tasks with a total project duration of 240 days, which includes design, permitting and bid specifications.

Fiscal Impact

The Stantec Consulting Services Inc. Proposal (Task Authorization No. 16-21D) is for an amount not-to-exceed \$179,307.50. Funding in an amount not-to-exceed \$179,307.50 is currently available in Project Number GP16B and in Account Number 315-5020-539.31-03.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2016_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING EXECUTION OF TASK AUTHORIZATION NO. 16-21D WITH STANTEC CONSULTING SERVICES INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN AND PERMITTING OF THE CITYWIDE BUFFER WALL PROJECT, PHASE III, WHICH IS GENERALLY LOCATED ON THE NORTH SIDE OF McNAB ROAD BETWEEN NW 108TH TERRACE AND NORTH PINE ISLAND ROAD, IN ACCORDANCE WITH THE CITY'S CONTINUING SERVICE AGREEMENT AS AUTHORIZED BY RESOLUTION R-2011-87; AUTHORIZING AN EXPENDITURE FOR SAID PURPOSE IN AN AMOUNT NOT TO EXCEED \$179,307.50; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of the recently completed Major Arterial Corridor Study it was determined that the City will move forward with the Buffer Wall component of the Study, which includes the design and construction of neighborhood buffer wall treatments for various parts of the City; and

WHEREAS, the Citywide Buffer Wall Project on the North side of McNab Road between NW 108th Terrace and North Pine Island Road is considered Phase III of this program; and

WHEREAS, the City of Tamarac desires to develop detailed engineering plans for the Citywide Buffer Wall Project, Phase III which is generally located on the North side of McNab Road between NW 108th Terrace and North Pine Island Road; and

WHEREAS, the Citywide Buffer Wall Project, Phase III consists of approximately 7,000 Linear Feet of a precast system buffer wall; and

WHEREAS, the design element for Task Authorization No. 16-21D include; concrete foundations, retaining walls, concrete columns and precast wall panels; and

WHEREAS, the City requires the services of a consulting firm knowledgeable in buffer wall design and permitting; and

WHEREAS, Stantec Consulting Services, Inc. has submitted a detailed proposal in an amount not to exceed \$179,307.50, attached hereto as Exhibit "1", incorporated herein and made a specific part of this Resolution; and

WHEREAS, the proposal for this work describes all tasks to be performed in accordance with Article I, "Scope of Work", of the City of Tamarac Continuing Engineering Services Agreement as authorized by Resolution R-2011-87 dated August 24, 2011, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, Stantec Consulting Services, Inc. has been pre-qualified to provide professional engineering services by the City of Tamarac as authorized by Resolution R-2011-87 and the associated Continuing Engineering Services Agreement dated August 24, 2011; and

WHEREAS, available funds for the balance of said buffer wall installation exist in the Corridor Improvement Fund; and

WHEREAS, it is the recommendation of the Director of Public Services, the Director of Financial Services and the Purchasing and Contracts Manager that Task Authorization No. 16-21D from Stantec Consulting Services, Inc. be approved, executed and funded; 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 accept and

execute Task Authorization No. 16-21D with Stantec Consulting Services, Inc. to provide professional engineering services for the design and permitting of the Citywide Buffer Wall Project, Phase III in an amount not to exceed \$179,307.50 and to provide funding from the appropriate budgeted accounts.

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

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

SECTION 2: The City Commission HEREBY approves execution of Task Authorization No. 16-21D with Stantec Consulting Services, Inc. in an amount not to exceed \$179,307.50, and the appropriate City Officials are hereby authorized to execute Task Authorization No. 16-21D per the proposal, attached hereto as Exhibit “1”, incorporated herein and made a specific part of this Resolution.

SECTION 3: Funding for Task Authorization No. 16-21D in an amount not to exceed \$179,307.50 is available in Project Number GP16B in the Corridor Improvement Fund.

SECTION 4: An expenditure in an amount not to exceed \$179,307.50 for said purpose is hereby approved.

SECTION 5: The City Manager or his designee is hereby authorized to approve and initiate Change Orders in amounts not to exceed \$65,000.00 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 _____, 2016.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY



Stantec Consulting Services Inc.
800 Fairway Drive Suite 195, Deerfield Beach FL 33441-1828

May 18, 2016
File: Buffer Wall Phase 3 Proposal

Attention: Mr. John E. Doherty, P.E.
Assistant Director of Public Works/City Engineer
Public Services Department
6011 Nob Hill Road, Second Floor
Tamarac FL
33321
United States of America

Dear John,

Reference: **McNab Road Boulevard Buffer Walls – Phase III**
City's Task Authorization Number: 16-21D

In accordance with the terms and conditions of the consulting agreement between the City of Tamarac (hereinafter referred to as the "City" or "Client") and Stantec Consulting Services, Inc., (hereinafter referred to as "Consultant", "We" or "Stantec"), dated August 24, 2011, we are pleased to provide this proposal in support of the Commercial Boulevard Buffer Walls – Phase III project.

I have attached a scope and fee for your review and approval. We look forward to the opportunity of working with you on this important project.

Cordially,

STANTEC CONSULTING SERVICES INC.


Mustafa Al-Bassam, P.E.
Project Manager
Phone: (954) 481-2812
Fax: (954) 841-2818
Mustafa.Al-Bassam@stantec.com


Terrance Glunt, P.E.
Principal
Phone: (561) 487-3379
Fax: (561) 487-3466
tery.glunt@stantec.com



May 18, 2016
 Mr. John E. Doherty, P.E. :
 Page 2 of 11

Reference: **McNab Road Buffer Walls – Phase III**

Exhibit “A”

McNab Road Buffer Walls – Phase III Task Authorization No. 16-21D

GENERAL DESCRIPTION OF PROJECT

Services are required for the design and construction of a buffer wall along the north side of West McNab Road. The proposed wall will be located between NW 108th Terrance and North Pine Island Road.

The City has indicated that the selected wall design will be a PRECAST SYSTEM with THRU-COLOR DESIGN as shown in the “Major Arterial Corridor Study report” dated December 10th 2013. Due to the limitations of precast designs and the need for retaining wall functionality, the design may vary slightly from that shown in the original corridor study.

SCOPE OF SERVICES

This Proposal provides for professional engineering services for the preparation of contract documents for various segments of Precast Concrete Wall along the corridor. This proposal provides the outline of the Consultants scope of services as well as the fee structure for providing services

The proposed scope of services and fees follow.

Task 1 – Data Collection

1. The Consultant will coordinate with the City to provide survey parameters and scope for the City to hire surveying services under separate contract.
2. The Consultant will work with provided surveys or electronic plans to establish base sheets for roadway corridors.
3. The Consultant will Conduct Utility Sunshine Onecall design tickets for potential utility conflicts. No underground utility locates utilizing softdig or GPR techniques are included in this scope. Should it be determined that these services be required, they can supplied as additional services.
4. The Consultant will provide site visits as necessary to verify existing conditions, identify conflicting elements and potential layouts.
5. GEOTECHNICAL services are too be provided by the City and shall include at a minimum three (3) standard penetration test boring to a depth of 15 feet



May 18, 2016
 Mr. John E. Doherty, P.E. :
 Page 3 of 11

Reference: **McNab Road Buffer Walls – Phase III**

throughout the length of the corridor. An engineering report will be provided and will include the results of testing with recommendations for wall foundations and supporting structural elements.

Task 2 – Project Concept Design

1. The Consultant shall follow the Major Arterial Corridor Study report and develop a concept design that will illustrate how and where the wall can be installed.
2. Attend as many as two (2) Neighborhood HOA meetings to present project conceptual design.

Task 3 – Project Design and Construction Documents

Once the concept design is completed, the Consultant will prepare construction plans, and specifications for the project consisting of:

1. Concrete foundations, retaining walls, precast wall columns, precast wall panels as necessary for a complete wall design at the subject location.
2. Technical Specifications in Construction Specification Institute (CSI), Division 2 through 16, 8 ½" x 11" format as applicable.
3. Opinion of Probable Costs (OPC) organized by pay item.

The Consultant will submit documents for review to the City at the following stages:

- 60% plans and specification outline
- 90% plans, specifications and OPC
- Final plans, specifications and OPC

The consultant will meet once with City staff after each submittal to review and discuss City comments. The purpose of the meeting will be to review the comments, discuss revisions and design decisions associated with the project, concluding the meeting with an approved set of percent complete deliverables for the project. The Consultant will address comments and revise the work as applicable to the following phase of development for the work. Any significant redesign will be provided as an additional service.

The drawings will be developed in a 24" x 36" format and also printed in 11" x 17" format. Final drawings and documents shall also be submitted in electronic format (PDF files).



May 18, 2016
Mr. John E. Doherty, P.E. :
Page 4 of 11

Reference: **McNab Road Buffer Walls – Phase III**

Task 4 – Government Agency Approval Assistance

The Consultant shall prepare and process permit applications, plans and any associated documentation in accordance with all permitting agency requirements, including, but not limited to, electronic permitting when applicable. These shall include but not be limited to the following agencies:

- City of Tamarac Building and/or Engineering Department
- Broward County work (Tree Removal and/or Pav't Markings – as required)

The consultant will respond to as many as three (3) rounds of reasonable requests for additional information from each of the above referenced agencies regarding the application submittal packages.

Any significant plan revisions caused by changing agency criteria after our initial design is reviewed with each appropriate agency and similar factors outside the Consultant's control, additional meetings or coordination will be considered as Additional Services.

Task 5 – Bidding Assistance

The consultant will attend one (1) pre-bid meeting and issue as many as three (3) addendums in response to contractor questions. Once bids are received, The consultant will review the bids, prepare a bid tabulation sheet and check references of the three (3) lowest bidders to determine the most responsive and responsible bidder. The consultant will provide the City with a letter of recommendation based upon its findings.

Task 6 - Construction Phase Services

During the construction phase of the site improvements, we will provide the scope of services outlined below as required to certify the project's completion. We believe this level of service to be the minimum necessary to obtain the necessary information to prepare certifications.



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 Mr. John E. Doherty, P.E. :
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Reference: **McNab Road Buffer Walls – Phase III**

A. Building & Engineering Permit Assistance

1. The Consultant will provide up to five (5) signed and sealed sets of the construction documents per agency, as developed in Tasks listed above for the Client's designated contractor to submit for agency permits.
2. The Consultant will make minor revisions to the construction documents and respond to as many as three (3) rounds of reasonable requests for information based on the comments received from Broward County and the City's Engineering and Building Departments. Plans shall be revised as necessary to obtain permits. Minor revisions shall include correction of typos, clarification of dimensions, ancillary notes and details sufficient for permitting and incidental structural design to the original design elements.

B. Construction Administration Assistance

1. Shop drawing review: The Consultant shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto).
2. Response to Requests for Information (RFI) by the Contractor: The Consultant will provide interpretations (up to four engineering person hours) of the plans and specifications developed in Tasks listed above and provide responses to the requests for information from the contractor during construction. The Consultant will advise the Client if a response to the RFI cannot be made based on a reasonable interpretation of the plans and specifications. The Consultant shall consult with and advise the Client as to the acceptability of substitute materials and equipment that are proposed by the contractor(s).

C. Construction Observations

1. Site Civil Periodic Site Visits: The Consultant will conduct ten (10) site visits (4 hour per visit) during the construction phase of the project to observe the work for general conformance to the plans, specifications and permit conditions. The Consultant shall not be responsible for the means, methods, techniques,



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Reference: **McNab Road Buffer Walls – Phase III**

sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The Consultant's efforts will be directed toward providing the Client with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. During such visits and on the basis of on-site observations, the Consultant shall keep the Client informed of the progress of the work, shall endeavor to protect the Client against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The Consultant will provide a bullet format field report for each project visit. The report will summarize project observations as they relate to general conformance with the construction documents.

2. The Consultant will attend as many as four (4) bi-weekly construction progress meetings at the request of the Client for the successful administration, management, and technical execution of the Scope of Services. The agenda for each progress meeting will be determined by the Client. Meetings will be planned to last approximately one (1) hour.
3. Substantial Completion: Upon request of the Client, the Consultant will provide one (1) site visit (in addition to those described above) to review the construction site work for substantial completion and general compliance with the plans specifications and permit conditions. Based on the substantial completion site visit the Consultant will prepare one "punch list" listing any additional work to be completed for the site work.

D. Final Project Close Out

1. Final Completion: Upon request of the Client, and confirmation by the contractor that the "punch list" items have been completed, the Consultant will provide one (1) site visit (in addition to those described above) to review the construction site work for final completion and general compliance with the plans specifications and permit conditions (subject to any conditions therein expressed). The Consultant will prepare a memo notifying the Client that the work has been completed. The Consultant shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.
2. Construction Certification of Completeness to Permitting Agencies: Upon satisfactory completion of the work and submittal of satisfactory as-built



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Reference: **McNab Road Buffer Walls – Phase III**

drawings, inspection reports, tests, approvals, shop drawing, and other data by the contractor the Consultant will notify the permitting Agencies that the project has been completed and that based on our periodic site observations and information provided by the contractor that the project has been constructed in general compliance with the plans, specifications and permit conditions. The Consultant will note any significant deviations from the plans, specifications and permit conditions.

Task 6 – Reimbursable Expenses

Direct reimbursable expenses such as express delivery services, travel, outside reproduction and duplication are included in this task. Mass reproduction for submittals and construction are not included. Out of state travel is not included. All permitting, application, and similar project fees will be paid directly by the Client. The fee for this task is meant to be an allowance. Backup documentation will be submitted with each invoice. The Client will be notified if additional fee is required to accommodate additional expenses above and beyond the fee specified in this task.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Underground utility location services to verify locations and depths of underground utilities.
2. Attendance at public hearings.
3. Permit applications, processing or expedition except as noted herein.
4. Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
5. Construction documents for elements outside of the identified project limits.
6. Structural design beyond those identified.
7. Environmental services beyond those identified.
8. Landscape and Irrigation Design
9. Responses to agency comments beyond those outlined in this scope.



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Reference: **McNab Road Buffer Walls – Phase III**

- 10. Threatened or Endangered species coordination or specific protected species surveys.
- 11. Any services not specifically identified and described in the above Scope of Services.
- 12. Irrigation services for wells, meters or timer clocks if irrigation systems are not existing or adequate.

TO BE PROVIDED BY CLIENT

The following items are to be provided to Stantec by the Client or the Client's Consultants:

- 1) Available As-built (record) drawings and GIS Schematics of all existing utilities within the project limits.
- 2) All required geotechnical reports and recommendations.
- 3) All survey work, easement work and title searches, etc. will be performed by the City's Surveyors. Permit work other than that mentioned in the Scope of Services is not included. Additional work to relocate utilities or miscellaneous structures is not included in this proposal. This proposal assumes that a field survey will be provided to us in AutoCad format to utilize as a base sheet for the construction documents.
- 4) Coordination with residents and approvals for property rights (ie easements) will be handled by the City.
- 5) Authorization to represent the Client on permit applications.
- 6) Access to the site.
- 7) Proof of Ownership documentation needed for permitting.
- 8) Permit application fees and plan review fees.
- 9) Any other existing information related to the project that may influence the scope of services noted above including but not limited to, budget, aesthetics and associated modifications or revisions.

SCHEDULE

Stantec will provide its services in an expeditious and orderly manner to meet the formal written schedule mutually agreed to by the Client and the Consultant for the various elements of the project. An anticipated schedule of deliverables is included herein.



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Mr. John E. Doherty, P.E. :
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Reference: **McNab Road Buffer Walls – Phase III**

FEE AND BILLING

Stantec will accomplish the services outlined in Tasks 1 through 6 for the Total Project Not-To-Exceed Budget of \$177,807.50. Additionally, a reimbursable task for permit fees, etc. shall be established with a budget not to exceed of \$1,500.00. None of the reimbursable fees shall be invoiced without prior consent of use and proper substantiating backup. Invoicing and payment will be in accordance with the terms and conditions of the consulting agreement between the City of Tamarac and Stantec dated August 24, 2011 and shall govern this agreement as applicable.

When possible, all permitting, application, and similar project fees will be paid directly by the Client. Reimbursable expenses shall only be used when needed to expedite processes as directed by the Owner. Expenses are in addition to the labor amount.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed and expenses incurred as of the invoice date. Payment will be due within 30 days of the date on the Stantec invoice.

Fees and times stated in the agreement are valid for sixty (60) days after the date of this letter. The following task items represent a breakdown of the lump sum amounts for Stantec for reference:



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 Mr. John E. Doherty, P.E. :
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Reference: **McNab Road Buffer Walls – Phase III**

NOT-TO-EXCEED FEES

Task	Description	Labor Fee	Sub-Consultant Fee
1	Data Collection	\$ 16,005.00	N/A
2	Project Concept Design	\$ 16,100.00	N/A
3	Project Design and Construction Documents	\$ 103,050	N/A
4	Government Agency Approval Assistance	\$ 8,940.00	N/A
5	Bidding Assistance	\$ 5,602.50	N/A
6	Construction Phase Services	\$ 28,110.00	N/A
Design, Permitting and CA Fees		<hr/> \$177,807.50	

REIMBURSABLE FEES

6	Reimbursable Fees, Permits, Etc.	\$ 1,500.00
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<u>TOTAL TASK AUTHORIZATION FEE</u>	<u>\$179,307.50</u>
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Reference: **McNab Road Buffer Walls – Phase III**

CLOSURE

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please execute the enclosed copy of this letter agreement in the space provided and return. Fees and time stated in this agreement are valid for sixty (60) days after the date of agreement by Stantec Consulting Services, Inc.

Stantec Consulting Services, Inc. appreciates the opportunity to submit this letter agreement. Please contact Terrance Glunt at (561) 487-3379 x 231 if you have any questions.

Respectfully Submitted,

STANTEC CONSULTING SERVICES, INC.



Terrance N. Glunt, P.E.
 Principal

Cc: file

Agreed to this _____ day of _____, 2016

CITY OF TAMARAC
A Municipality

By: _____, City Manager

Michael C. Cernech, City Manager
 (Print or Type Name)

Attest: _____, Witness

 (Print or Type Name)

Official Seal:



Title - TR12783 - SHIP / LHAP 2016/2017 – 2018/2019

A Resolution of the City Commission of the City of Tamarac, Florida approving the Local Housing Assistance Plan as required by the State Housing Initiatives Partnership Program act, subsections 420.907-420.9079, Florida Statutes; and rule Chapter 67-37, Florida administrative code; authorizing and directing the Mayor to execute any necessary documents and certifications needed by the State; authorizing the submission of the Local Housing Assistance Plan for review and approval by the Florida Housing Finance Corporation; authorizing the appropriate city officials to accept the State of Florida's State Housing Initiatives Partnership (SHIP) program budget by accepting the fiscal year 2016, 2017, and 2018 allocations of the program funds to be utilized according to the City's Local Housing Assistance Plan and Housing Delivery Goals Chart; that the appropriate City officials are hereby authorized to appropriate said funds including any and all subsequent budgetary transfers to be in accordance with proper accounting standards; providing for conflict; providing for severability; and providing an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Memo	5/25/2016	Cover Memo
<input type="checkbox"/> Resolution	6/1/2016	Resolution
<input type="checkbox"/> Local Housing Assistance Plan	5/25/2016	Backup Material
<input type="checkbox"/> Exhibit A	5/25/2016	Exhibit
<input type="checkbox"/> Exhibit B	5/25/2016	Exhibit
<input type="checkbox"/> Exhibit C	5/25/2016	Exhibit
<input type="checkbox"/> Exhibit D	5/25/2016	Exhibit

CITY OF TAMARAC
COMMUNITY DEVELOPMENT DEPARTMENT
INTEROFFICE MEMORANDUM ()

TO: Michael C. Cernech,
City Manager

DATE: June 8, 2016

FROM: Maxine Calloway, Director of
Community Development

RE: Approval of FY 2016/17 through
FY18/19 Local Housing Assistance
Plan (LHAP)
Case No. TR 12783

Recommendation: The Director of Community Development recommends that the Mayor and City Commission approve the Local Housing Assistance Plan (LHAP) for the State's Fiscal Years 2016-2017, 2017-2018, 2018-2019.

Issue: As an entitlement municipality in the State Housing Initiative Partnership (SHIP) Program, the City is required to develop and adopt by resolution the Local Housing Assistance Plan (LHAP) every three years.

Background: The Mayor and City Commission approved the last LHAP covering the period from July 1, 2013 through June 30, 2016 in February 2013. This previously approved LHAP outlined the City's affordable housing strategies and the framework in which the City will utilize SHIP funds to meet these needs. Triennially, the City is required to adopt an LHAP that specifically outlines how SHIP funds allocated to the City of Tamarac will be used to meet the needs of the City's residents. The LHAP identifies strategies to assist extremely low-income, very low-income, low-income, and moderate-income households in acquiring and maintaining safe, affordable housing. The plan includes a budget for each of the three years, and the maximum loan allocations for each strategy.

The affordable housing strategies being proposed as part of the FY 2016/17 through FY18/19 LHAP are as follows:

1. Purchase Assistance with/without Rehabilitation
2. Owner Occupied Rehabilitation
3. Emergency Repair
4. Disaster Repair/Mitigation -This activity would only be activated in the event of a major catastrophe declared by the Governor.

The affordable housing strategies being proposed as part of the FY 2016/17 through FY18/19 LHAP are similar to those of previously approved LHAPs with the exception of the following recommended changes:

1. The affordability period of the loan has been changed from 10 years to 15 years
2. The maximum award for Purchase Assistance with Rehabilitation has been increased from \$40,000 to \$55,000
3. The maximum award for Owner Occupied Rehabilitation has been increased from \$30,000 to \$40,000
4. The maximum award for Disaster Repair/Mitigation has been decreased from \$30,000 to \$20,000
5. Emergency Repair was created as a separate strategy with an increase in the maximum award from \$10,000 to \$15,000

In FY 2015, the City received SHIP allocation in the amount of \$293, 709 and is projected to receive an annual allocation of \$393,753 for FY2016.

Staff's justification for the aforementioned recommended changes to the LHAP is predicated on the level of funding allocated to the City which is consistently insufficient to meet the demand of the over 100 applications received on annual basis for housing assistance. This demand is not expected to decline given the age of the City's housing stock, with homes in excess of fifty (50) years old and in need of essential repairs. In addition, the costs of rehabilitation as well as the sale price of homes have increased substantially. The average cost of rehabilitation ranges between \$40,000 to \$55,000 therefore the cost associated with the rehabilitation of the property has surpassed the \$30,000 maximum in the previous LHAP. An increase in the affordability period from 10 to 15 years serves a dual purpose, it provides a mechanism for additional program income to be added back to the available funding thereby increasing the amount of households that can be assisted; it also encourages homeowners to stay in their properties for longer periods thereby providing a more stable community.

A separate strategy for Emergency Repair was created due to the increased number of calls from City residents seeking emergency assistance. This strategy is a one-time, life-time assistance for a maximum of two households in a given fiscal year. This limitation is a necessary measure to effectively administer the program while preserving funds to meet the demands of the Owner Occupied Rehabilitation and Purchase Assistance strategies. The Emergency Repair program was also removed from the lottery system thereby allowing the City to immediately address the need of the resident with an emergency.

The maximum loan amount for any given strategy is identified in "Exhibit C" of the Local Housing Assistance Plan. All strategies funded through the SHIP program are awarded as a deferred subordinate loan secured by a recorded subordinate mortgage and note with a fifteen (15) year recapture period. The allocation amounts identified for the 2016-2018 fiscal years are based on the proposed distribution of SHIP funds for FY2016.

The LHAP for FY 2016/17 – FY 2018/19 LHAP requires approval by the City Commission at which a public hearing will take place. Following City Commission approval, the LHAP will be submitted to Florida Housing Finance Corporation as a final document. The Planning Board reviewed and approved the recommendations for the FY 2016/17 – FY 2018/19 LHAP during their June 1, 2016 meeting.

Fiscal Impact: The anticipated allocation of \$393,753 will be added to the biennial budget and may be amended should the allocation change. There is no negative fiscal impact from this program.

This agenda item is consistent with the City's Strategic Plan Goal #5; Safe and Vibrant Community as SHIP funds directly impact the quality of life of the residents of Tamarac while enhancing the environment.



Maxine Calloway,
Community Development Director

Attachments:

Resolution No. 12783
FY 2016-2018 Local Housing Assistance Plan (LHAP) with Exhibits

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ACCEPT THE STATE OF FLORIDA'S STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM BUDGET BY ACCEPTING THE FISCAL YEAR 2016, 2017, AND 2018 ALLOCATIONS OF THE PROGRAM FUNDS TO BE UTILIZED ACCORDING TO THE CITY'S LOCAL HOUSING ASSISTANCE PLAN AND HOUSING DELIVERY GOALS CHART; THAT THE APPROPRIATE CITY OFFICIALS ARE HEREBY AUTHORIZED TO APPROPRIATE SAID FUNDS INCLUDING ANY AND ALL SUBSEQUENT BUDGETARY TRANSFERS TO BE IN ACCORDANCE WITH PROPER ACCOUNTING STANDARDS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs; and

WHEREAS, the Community Development Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Director of the Community Development Department has reviewed the Local Housing Assistance Plan and Exhibits and recommends approval of same; and

WHEREAS, the Planning Board, after a duly noticed public hearing held on June 1, 2016, reviewed the Local Housing Assistance Plan and recommended approval to the Mayor and City Commission; and

WHEREAS, the City Commission finds that it is in the best interest of the public for the City of Tamarac to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac to accept the State of Florida's State Housing Initiatives Partnership (SHIP) Program budget by accepting the Fiscal Year 2016, 2017, and 2018 allocations of the Program funds to be utilized according to the City's Local Housing Assistance Plan and Housing Delivery Goals Chart.

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 City Commission of the City of Tamarac hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2016 through 2018.

Section 3: That the appropriate City Officials accept the State of Florida's State Housing Initiatives Partnership (SHIP) Program budget by accepting the FY 2016, 2017, and 2018 allocations of Program funds to be utilized according to the City's Local Housing Assistance Plan and Housing Delivery Goals Chart. In addition, the appropriate City Officials are hereby authorized to appropriate said funds, including any and all subsequent budgetary transfers to be in accordance with proper accounting standards.

Section 4: The Mayor, or in his absence, the Vice-Mayor, is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

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

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

Section 7: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC,
FLORIDA THIS _____ DAY OF _____, 2016.

CITY OF TAMARAC, FLORIDA

HARRY DRESSLER,
MAYOR

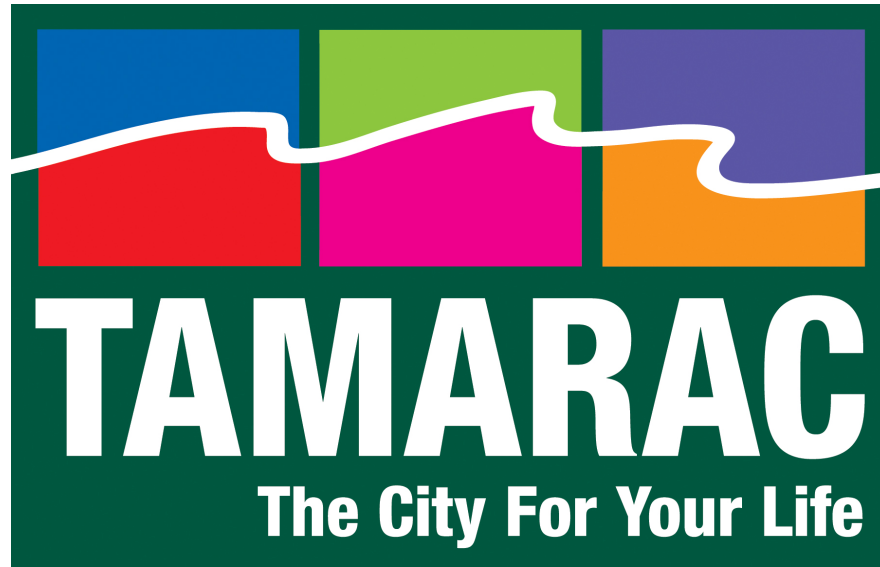
ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

CITY OF TAMARAC



STATE HOUSING INITIATIVE PARTNERSHIP PROGRAM LOCAL HOUSING ASSISTANCE PLAN (LHAP)

FISCAL YEARS COVERED

FY 2016-2017, FY 2017-2018, FY 2018-2019

Submitted April 2016
City of Tamarac
Community Development Department
Housing Division
7525 NW 88 Avenue
Tamarac, FL 33321

Mayor and City Commission

Mayor Harry Dressler
Commissioner Pamela Bushnell
Commissioner Michelle Gomez
Vice-Mayor Diane Glasser
Commissioner Debra Placko

City Manager Michael C. Cernech

Our Vision

The City of Tamarac, Our Community of Choice-Leading the nation in quality of life through safe neighborhoods, a vibrant community, exceptional customer service and recognized excellence.

Our Mission

We are: “Committed to Excellence...Always”
It is our job to foster and create an environment that:
Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results
Makes a Difference

Our Values

As stewards of the public trust, we value:
Vision
Integrity
Efficiency
Quality Service

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Exhibits	18
A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution F. Ordinance: (If changed from the original creating ordinance) G. Interlocal Agreement	

SECTION I. PROGRAM DETAILS:**A. Name of the participating local government:****City of Tamarac, Florida**Is there an Interlocal Agreement: Yes _____ No **X****B. Purpose of the program:**

This Local Housing Assistance Plan (LHAP) sets forth the plans for the City of Tamarac. The creation of the City's LHAP is for the purpose of meeting the housing needs of the very low, low and moderate income households, to expand production of and preserve affordable housing and to increase the supply and delivery of safe, decent and affordable housing in Tamarac. Additionally, this Plan is created to further the housing element, specifically the affordable housing component, of the City's comprehensive plan.

C. Fiscal years covered by the LHAP:

2016-2017

2017-2018

2018-2019

D. Governance:

The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code and furthers the housing element of the City of Tamarac's Comprehensive Plan. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership:

The City's Affordable Housing Programs continue to be carried out through a partnership of public, private and non-profit organizations, real estate professionals, advocates and community groups. As a result of these partnerships, the City has demonstrated that combining available public and private resources to conserve and improve existing housing most effectively provides affordable housing for very low, low and moderate-income residents.

Through the combination of the public, private and non-profit sectors, the City has realized the benefits of this cooperative effort by effectively combining all available resources and cost-savings measures to substantially reduce the cost of housing for income qualified residents.

F. Leveraging:

The use of the local SHIP program financial resources allows the City to better leverage funds from various sources of funding. The City of Tamarac leverages funds from other federal programs such as Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), Florida Housing Finance Corporation programs and other state and local sources whenever possible as funds are available. Additionally SHIP program funds are used as local match to obtain federal housing grants and State program funds. The City's SHIP funds are leveraged to increase the availability of affordable residential units by combining local resources and cost saving measures into the local housing partnership, thereby reducing the cost of housing.

G. Public Input:

Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input will be solicited through the City's website, Planning & Zoning Board's Monthly meeting, where staff presents its recommended activities, and the City Commission meeting advertised public hearing at which the LHAP is to be considered and approved.

H. Advertising and Outreach:

The City coordinates an advertisement of the notice of funding availability of SHIP funding in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required and will not be published.

I. Waiting List/Priorities:

The City of Tamarac does not maintain a traditional "waiting list". Instead, an open enrollment period is publicly advertised on the City's website and City's publication, so as to notify residents of the application window. After the application window is closed, applicants are selected using a lottery system, no more than 25 applicants will be drawn at any given time. Applicants will be ranked for assistance based on a first-qualified, first-served basis. Priorities for funding described/listed here apply to all strategies unless otherwise stated in the strategy.

Ranking Priority For All Strategies:

1. Special Needs Households until 20% set aside has been met
2. Very low until 30% set aside has been met
3. Low until 60% set aside has been met
4. Moderate

J. Discrimination:

In accordance with the provisions of Florida Statutes 760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing. The City of Tamarac adheres to strict policies on ~~its~~ Conflict of Interest, Fair Housing and Equal Employment. Further, the City participates in local events to further Fair Housing awareness.

K. Support Services and Counseling:

Support services for Down Payment Assistance are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling and Foreclosure Counseling through qualified HUD approved agencies. As a requirement of the Down Payment Assistance strategy for the City of Tamarac, all program participants are required to attend an 8-hour Pre-Purchase Housing Counseling course to better educate them on the nuances of homeownership, better budgeting techniques, maintaining a good credit standing, how to avoid sub-prime lending and other useful topics

L. Purchase Price Limits:

The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

- ☒ U.S. Treasury Department
☐ Local HFA Numbers

M. Income Limits, Rent Limits and Affordability:

The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size. As part of the City's Financing Guidelines associated with the Down Payment Assistance strategy, applicants may not purchase properties in which their monthly housing expenses

exceed a front end ratio of 35% and a back end ratio of 45%. This amount consists of their first mortgage, insurance and taxes.

N. Welfare Transition Program:

Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process. The City of Tamarac does not utilize sponsors.

O. Monitoring and First Right of Refusal:

In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

The City of Tamarac does not have any rental strategies as part of this 2016-2019 LHAP.

P. Administrative Budget:

A line-item budget of proposed Administrative Expenditures is attached as **Exhibit A**. **The City of Tamarac** finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in

the resolution attached as **Exhibit E.**

Q. Program Administration:

Administration of the local housing assistance plan will be wholly performed and maintained by the **City of Tamarac**. The SHIP administration for the City of Tamarac is currently budgeted at 10%, however City will follow maximum program limits for Administrative costs per State regulation/rules. In addition to salary and benefits, administrative costs will include equipment, supplies, travel, training, supplies and membership expenses related to SHIP.

R. Project Delivery Costs:

In addition to the administrative costs listed above the City will charge a reasonable project delivery cost to cover rehabilitation tasks to include inspections, work write-ups, change orders, pre-bid meetings, project bidding and other work as outlined in the agreement with the Consultant procured by the City of Tamarac. Delivery cost is currently budgeted at 5% of the total grant allocation. All project delivery costs will be included as a part of the award for all strategies.

S. Essential Service Personnel Definition:

Essential Service Personnel as evaluated and determined by the City of Tamarac to include firefighters, police officers, educators, health care professionals, skilled building tradesman, emergency management personnel and other job categories required to meet the needs of the community depending on need and/or emergency.

T. Describe efforts to incorporate Green Building and Energy Saving products and processes:

The City will, when economically feasible, employ the following Green Building requirements in all strategies

1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint)
2. Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - i. Toilets: 1.6 gallons/flush or less,
 - ii. Faucets: 1.5 gallons/minute or less
3. Showerheads: 2.2 gallons/minute or less
4. Energy Star qualified refrigerator
5. Energy Star qualified dishwasher, if provided
6. Energy Star qualified washing machine, if provided in units
7. Energy Star qualified exhaust fans in all bathrooms
8. Air conditioning: Minimum SEER of 14. Packaged units are allowed in studios and one bedroom units with a minimum of 11.7 SEER.

These requirements may be adjusted if the requirements of other construction funding sources requires a more prescriptive list.

U. Describe efforts to meet the 20% Special Needs set-aside:

Persons with special needs, as defined in F.S. 420.0004 (13) means an adult requiring independent living services in order to maintain housing or development independent living skills and who has a disabling condition, a young adult formerly in foster care who is eligible for services under F.S. 409.1451(5); a survivor of domestic violence as defined in F.S. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the supplemental Security Income (SSI) program or from veterans disability benefits. The City of Tamarac will give first priority, in all housing strategies, to serving persons with special needs with an emphasis on home modifications, including technological enhancements and devices, which allow the homeowner to remain independent in their own homes and maintain homeownership.

Additionally, in order to readily identify and serve persons with special needs, The City of Tamarac has revised the program application to add questions regarding the disability status of the applicant and their household members.

V. Describe efforts to reduce homelessness:

Homelessness is a priority throughout the City of Tamarac and supports all efforts to end homelessness. The City is a member of the Broward County Homeless Partnership Initiative, which is the lead agency for the regional (Broward County) Continuum of Care. The City supports the Initiative and its efforts to end homelessness. Through regular meetings and reports such Broward County's Point in Time Report which provides a breakdown of homeless counted by categories such as: veterans, youth, and families; as provided by Broward County, the City is kept up to date with Tamarac's homeless population. Typically less than 1% of the County's homeless population is reported as being from Tamarac. Based on these reports both the County and the City of Tamarac will be able to re-assess its current services and programs to accommodate the current homeless population.

Broward's Continuum of Care addresses all aspects of homelessness including prevention, outreach, emergency shelter, transitional and permanent affordable housing, and supportive services. This work includes:

1. Facilitating community, business and governmental involvement in the homeless continuum of care
2. Direct oversight of the County's three regional Homeless Assistance Centers
3. Creating new and innovative programs to serve Broward's homeless population (such as the County's first homeless medical respite care facility)
4. Participation in the creation of applications and requests for proposals

SECTION II. LHAP STRATEGIES:

A.

PURCHASE ASSISTANCE WITH/WITHOUT REHAB	Code 01/02
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- a. Summary of Strategy:** SHIP funds will be awarded for down payment and closing costs to households to purchase eligible housing to include a single family home, townhouse or condominium. If it is determined by City staff to be necessary, eligible household will receive minor home repair to include installation of impact resistant windows, impact resistant shutters, doors and garage doors only.

Prospective homebuyers must qualify as a First Time Homebuyer under the HUD definition: An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

- b. Fiscal Years Covered:** 2016-2017, 2017-2018 and 2018-2019
- c. Income Categories to be served:** Very Low, Low and Moderate
- d. Maximum Down Payment Award without Minor Home Repair:** \$40,000
- e. Maximum Down Payment Award with Minor Home Repair:** \$55,000

1. Maximum funding will be awarding under the following categories

- a. Maximum Down Payment Award:** \$40,000
- b. Maximum Minor Home Repair Award:** \$15,000

f. Terms:

- 1. Loan/Deferred Loan/Grant:** Deferred Loan, funds will be awarded as a deferred subordinate loan secured by a recorded subordinate mortgage and note.
- 2. Interest Rate:** 0%
- 3. Term:** 15 years
- 4. Forgiveness/Repayment:** Principal reduction of 20% beginning in year eleven.
- 5. Default/Recapture:** The loan will be determined to be in default if any of the

following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- g. Recipient Selection Criteria:** Program participants must secure a pre-qualification commitment letter by an approved lender. After which, program participants must secure a first mortgage with a fixed interest rate for the entire term of the loan. Assistance will only be provided for the purchase of homes that will be owner-occupied and used as the primary residence. Mobile and manufactured homes are not eligible for assistance. Program participants must not own any other property used for residential purposes. Program participant must be a first-time homebuyer. Program participant must contribute a minimum of one (1) percent of the purchase price (including pre-pays) towards the purchase of the home.

The City of Tamarac does not maintain a traditional "waiting list". Instead, an open enrollment period is publicly advertised on the City's website and City's publication so as to notify residents of the application window. After the application window is closed, applicants are selected using a lottery system. Applicants will be ranked for assistance based on a first-qualified, first-served basis. Priorities for funding as described in section I (I) of this plan apply to all strategies unless otherwise stated in the strategy.

- h. Sponsor/Developer Selection Criteria:** N /A

- i. Additional Information:**

Program Participant will be required to participate in an 8 hour pre-purchase homebuyer education workshop. Program participants will be given a list of HUD approved homeownership counseling agencies and will be required to provide a Certification of Completion prior to loan closing. The purchase price of the home may not exceed the maximum sales price allowed in the SHIP program as updated each year. Purchase Assistance funds cannot be utilized if the sale price of the property exceeds the appraisal value of the property. Purchase Assistance funds cannot be utilized when the seller of the property provides financing for the mortgage.

Program participants who participate in the Purchase Assistance with/without Rehabilitation strategy will not be eligible for any other City of Tamarac Housing Assistance programs, to include but not limited to, programs funded by SHIP, CDBG, HOME or any other state or local program for a period of fifteen years, except following a disaster as declared by an Executive Order issued by the President of the United States or the Governor of the State of Florida.

B.

OWNER OCCUPIED REHABILITATION	Code 03
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a. Summary of Strategy: Owner-Occupied Rehabilitation strategy provides for the substantial rehabilitation of substandard owner-occupied housing units in need of repairs to correct code violations, health and safety issues, electrical, plumbing, roofing, windows and other structural items. Rehabilitation may include, but not limited to, mitigation improvements such as replacement of roof sheathing, replacement of roof covering, installation of secondary water barrier, installations of hurricane straps, installation of impact resistant shutters or impact resistant windows doors and garage doors. Additionally, this strategy provides for installation of non-luxury general property improvements to provide basic amenities and to bring units into conformity with applicable housing standards. All rehabilitation work is required to include initiatives for green building design and techniques.

b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019

c. Income Categories to be served: Very Low, Low and Moderate

d. Maximum award: \$40,000

e. Terms:

1. **Loan/Deferred Loan/Grant:** Deferred Loan, funds will be awarded as a deferred subordinate loan secured by a recorded subordinate mortgage and note.
2. **Interest Rate:** 0%
3. **Term:** 15 Years
4. **Forgiveness/Repayment:** Principal reduction of 20% beginning in year eleven. At the end of the fifteenth year the loan is forgiven.

Default/Recapture: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient Selection Criteria: The City of Tamarac does not maintain a traditional “waiting list”. Instead, an open enrollment period is publicly advertised on the City’s website and City’s publication so as to notify residents of the application window. After the application window is closed, applicants are selected using a lottery system. Applicants will be ranked for assistance based on a first-qualified, first-served basis. Priorities for funding as described in section I (I) of this plan apply to all strategies unless otherwise stated in the strategy.

g. Sponsor/Developer Selection Criteria: N/A

h. **Additional Information:** Assistance will only be provided for homes that are owner-occupied and used as the primary residence. Proof of Homestead Exemption is required. Applicants will be assisted on a first-qualified, first-served basis. Applicants must provide proof of homeowner's insurance. All property taxes must be current. If applicable, the mortgage must be current. Mobile and manufactured homes are not eligible for assistance.

If the home has a second mortgage, the home will not qualify for assistance. All work will be performed according to the work write-up specifications prepared by housing staff or its designee. Rehabilitation work will be performed by contractors on the City's approved contractors list. Rehabilitation assistance will not include relocation costs.

If all bids exceed the maximum allowable subsidy the SHIP Administrator or his/her designee will delete some line items from the bid until a bid is within the allowable award amount. After such deletion, the lowest bidder will be awarded the contract. If it has been determined that all line items are code related, then all bids will be rejected and the applicant will be deemed ineligible due to excessive cost of the rehabilitation. A written letter will be sent to the homeowner within ten (10) days stating the reason for denial.

Program participants who participate in the Owner Occupied Rehabilitation strategy will not be eligible for any other City of Tamarac Housing Assistance programs, to include but not limited to, programs funded by SHIP, CDBG, HOME or any other state or local program for a period of fifteen years, except following a disaster as declared by an Executive Order issued by the President of the United States or the Governor of the State of Florida.

C.

EMERGENCY REPAIR	Code: 06
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a. **Summary of Strategy:** Funds will be awarded to applicants in need of emergency rehabilitation of their home related to a dire situation that needs to be mitigated immediately. This may include, but not limited to: damaged roofing that is leaking, damaged windows causing exposure to the elements, or electrical or plumbing problems that could cause damage (fire) to the home or is determined to be an immediate health hazard to the occupants.

The SHIP Administrator or his/her designee will inspect the residence and will determine if an emergency exists. The City of Tamarac will limit Emergency Repair to two (2) households for each distribution year. Program participants will be limited to a one-time, life-time assistance under the Emergency Repair strategy. However, program participants who have received assistance under the Emergency Repair Strategy will be eligible to apply for assistance under the Owner Occupied Rehabilitation strategy only. Except for the Emergency Repair strategy, all other housing strategies require a lottery selection process. Therefore, program participants who have been assisted under the Emergency Repair strategy will be required to submit an application and enter the lottery selection process if they wish to be considered under the Owner Occupied Rehabilitation strategy.

- b. **Fiscal Years Covered:** 2016-2017, 2017-2018 and 2018-2019
- c. **Income Categories to be served:** Very Low, Low and Moderate
- d. **Maximum award:** \$15,000
- e. **Terms:**
 - 1. **Loan/Deferred Loan/Grant:** Deferred Loan
 - 2. **Interest Rate:** 0%
 - 3. **Term:** 15 years
 - 4. **Forgiveness/Repayment:** Principal reduction of 20% beginning in year eleven.
 - 5. **Default/Recapture:** The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.
 If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
- f. **Recipient Selection Criteria:** Applicant will be selected based on the priority of the emergency need as determined by the SHIP Administrator or his/her designee.
 This strategy is exempt from the lottery system. If more than one application is received at any given time, applicants will be ranked for assistance based on a first-qualified, first-served basis. Assistance will only be provided for homes that are owner-occupied and used as the primary residence. Proof of Homestead Exemption is required... Applicants must provide proof of homeowner's insurance. All property taxes must be current. If applicable, the mortgage must be current. Mobile and manufactured homes are not eligible for assistance.

 If the home has a second mortgage, the home will not qualify for assistance. All work will be performed according to the work write-up specifications prepared by housing staff or its designee. Emergency Repair work will be performed by contractors on the City's approved contractors list. Emergency Repair will not include relocation costs.
- g. **Sponsor/Developer Selection Criteria:** N/A

Additional Information: If all bids exceed the maximum SHIP award, the SHIP Administrator or his/her designee, will reject all bids and the applicant will be deemed ineligible due to excessive cost of the emergency repair. A written letter will be sent to the homeowner within ten (10) days stating the reason for denial.

Program participants who participate in the Emergency Repair strategy will be eligible for program participation under the Owner Occupied Rehabilitation strategy only, except

following a disaster as declared by an Executive Order issued by the President of the United States or the Governor of the State of Florida.

D.

DISASTER REPAIR/MITIGATION	Code: 05
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- a. Summary of Strategy:** Funds will be awarded to applicants in need of home repairs directly caused by a disaster that is declared by an Executive Order of the President of the United States or Governor of the State of Florida. Funds may be used for items such as, but not limited to, purchase of emergency supplies for eligible households to weatherproof damaged homes, interim repairs to avoid further damage, tree and debris removal required to make the housing unit habitable, post disaster assistance with non-insured repairs, payment of insurance deductibles for rehabilitation of homes covered under homeowner's insurance policies; and soft costs required to process assistance applications. This strategy will only be implemented in the event of a disaster using funds that have not yet been encumbered or additional disaster funds issued by Florida Housing Finance Corporation

Repairs will be prioritized as follows:

1. Immediate threats to health and life safety (sewage, damaged windows, roofing) in cases where the home is still habitable.
 2. Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable.
 3. Repairs necessary to make the home habitable.
 4. Repairs to mitigate dangerous situations (exposed wires)
- b. Fiscal Years Covered:** 2016-2017, 2017-2018 and 2018-2019
- c. Income Categories to be served:** Very Low, Low and Moderate
- d. Maximum Award:** \$20,000
- e. Terms:**
1. **Loan/deferred loan/grant:** Deferred Loan
 2. **Interest Rate:** 0%
 3. **Term:** 15 years
 4. **Forgiveness/Repayment:** Principal reduction of 20% beginning in year eleven.
 5. **Default/Recapture:** The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process if it is determined that adequate

funds may be available to justify pursuing a repayment.

- f. Recipient Selection Criteria:** Applicants will be assisted on a first-qualified, first-served basis. Applicants must provide proof of homeowner's insurance. Applicants must file for and use proceeds from insurance as first option.

Priority to be given to special needs groups including, but not limited to the elderly and disabled. This strategy is exempt from the lottery system. Applicants will be ranked for assistance based on a first-qualified, first-served basis. Assistance will only be provided for homes that are owner-occupied and used as the primary residence. Proof of Homestead Exemption is required. All property taxes must be current. If applicable, the mortgage must be current. Mobile and manufactured homes are not eligible for assistance.

If the home has a second mortgage, the home will not qualify for assistance. All work will be performed according to the work write-up specifications prepared by housing staff or its designee. Disaster Repair/Mitigation work will be performed by City approved contractor. Disaster Repair/Mitigation will not include relocation costs.

- g. Sponsor/Developer Selection Criteria:** N/A
- h. Additional Information:** Funds for disaster mitigation will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster.

SECTION III. LHAP INCENTIVE STRATEGIES

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: Expedited Permitting

1. Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

1. The City expedites the processing of affordable housing permits through a pre-application conference and screening.
2. Affordable housing projects are identified by sales price consistent with the SHIP program's housing value limits.
3. The Building and Community Development Departments have employees that serve as liaisons with developers of affordable housing to assist in the permit process. All denoted "Expedited" permits are processed through one central designee to route accordingly
4. Affordable housing projects are denoted "Expedited".

B. Name of the Strategy: Ongoing Review Process

1. An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

1. The City has developed a process to consider the impact of policies, procedures, ordinances, regulations, or plan revisions on affordable housing and housing costs prior to adoption by the City Commission.
2. The City employs a public participation process with the City Commission and other advisory groups and committees to consider impacts of decisions on affordable housing and housing costs.
3. The City Commission meets twice per month during which the public's input is sought on issues that have an impact on the cost of housing.
4. All housing assistance programs are available via website for residents to obtain qualifying information as well as applications when programs are open.
5. A member from the Housing staff will attend at least one training session per year relevant to the programs administered by the City.
6. Program of Policy audit findings will result in an immediate review of the policy in question for revisions or necessary changes.

C. Other Incentive Strategies Adopted: Zero Lot Line Development

1. The City allows zero lot line development.
2. Zero lot lines maximize available land for affordable housing and helps maintain affordable housing costs within the City.

SECTION IV. EXHIBITS:

- A.** Administrative Budget for each fiscal year covered in the Plan, **Exhibit A**
- B.** Timeline for Estimated Encumbrance and Expenditure, **Exhibit B**
- C.** Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan, **Exhibit C**
- D.** Signed LHAP Certification, **Exhibit D (will be submitted at a later date)**
- E.** Signed, dated, witnessed or attested adopting resolution, **Exhibit E (will be submitted at a later date)**
- F.** Ordinance: (If changed from the original creating ordinance). **N/A**
- G.** Interlocal Agreement. **N/A**
- H.** Other Documents Incorporated by Reference. **N/A**

LHAP 2009-001**Exhibit A****Revised: 6/2015**

City of Tamarac

Fiscal Year: 2016-2017		
Estimated Allcoation for Calculating:	\$	393,753.00
Salaries and Benefits	\$	34,725.00
Office Supplies and Equipment	\$	1,500.00
Travel Per diem Workshops, etc.	\$	2,300.00
Advertising	\$	850.00
Other*	\$	
Total	\$	39,375.00
Fiscal Year: 2017-2018		
Estimated Allcoation for Calculating:	\$	393,753.00
Salaries and Benefits	\$	34,725.00
Office Supplies and Equipment	\$	1,500.00
Travel Per diem Workshops, etc.	\$	2,300.00
Advertising	\$	850.00
Other*	\$	
Total	\$	39,375.00
Fiscal Year 2018-2019		
Estimated Allcoation for Calculating:	\$	393,753.00
Salaries and Benefits	\$	34,725.00
Office Supplies and Equipment	\$	1,500.00
Travel Per diem Workshops, etc.	\$	2,300.00
Advertising	\$	850.00
Other*	\$	
Total	\$	39,375.00

0.10

0.10

0.10

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Exhibit B
Timeline for SHIP Expenditures

CITY OF TAMARAC, FLORIDA affirms that funds allocated for these fiscal years will
(local government)
meet the following deadlines:

Fiscal Year	Encumbered	Expended	1 st Year AR	2 nd Year AR	Closeout AR
2016-2017	6/30/2018	6/30/2019	9/15/2017	9/15/2018	9/15/2019
2017-2018	6/30/2019	6/30/2020	9/15/2018	9/15/2019	9/15/2020
2018-2019	6/30/2020	6/30/2021	9/15/2019	9/15/2020	9/15/2021

If funds allocated for these fiscal years is not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1 st Year AR Not Submitted	2 nd Year AR Not Submitted	Closeout AR Not Submitted
2016-2017	3/30/2018	3/30/2019	6/15/2017	6/15/2018	6/15/2019
2017-2018	3/30/2019	3/30/2020	6/15/2018	6/15/2019	6/15/2020
2018-2019	3/30/2020	3/30/2021	6/15/2019	6/15/2020	6/15/2021

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and terry.auringer@floridahousing.org and include:

1. A statement that “(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email terry.auringer@floridahousing.org when you are ready to “submit” the AR.

Other Key Deadlines:

AHAC reports are due for each local government by **December 31** of the year prior to the local government’s LHAP being submitted. Local governments receiving the minimum or less allocation are not required to report.

FLORIDA HOUSING FINANCE CORPORATION											Please check applicable box		
HOUSING DELIVERY GOALS CHART											New Plan:		X
2018-2019											Amendment:		
											Fiscal Yr. Closeout:		
Name of Local Government:		CITY OF TAMARAC						Estimated Funds:	\$393,753.00				
								A	B	C	D	E	F
	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text)	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
Code		Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
01	PURCHASE ASSISTANCE WITH REHA	1	\$55,000	1	\$55,000	1	\$54,378		\$164,377.70		\$164,377.70	41.75%	3
02	PURCHASE ASSISTANCE WITHOUT REHAB					1	\$40,000			\$40,000.00	\$40,000.00	10.16%	1
03	OWNER OCCUPIED REHABILITAT	2	\$40,000	2	\$40,000	2	\$40,000		\$120,000.00		\$120,000.00	30.48%	6
06	EMERGENCY REPAIR	1	\$15,000	1	\$15,000				\$30,000.00		\$30,000.00	7.62%	2
05	DISASTER REPAIR/MITIGATION		\$20,000		\$20,000		\$20,000				\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 1 (Home Ownership)	4		4		4		\$0.00	\$314,377.70	\$40,000.00	\$354,377.70	90.00%	12
	RENTAL STRATEGIES	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
		Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 2 (Non-Home Ownership)	0		0		0		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0
	Administration Fees										\$39,375.30	10.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	
	GRAND TOTAL												
	Add Subtotals 1 & 2, plus all Admin	4		4		4		\$0.00	\$314,377.70	\$40,000.00	\$393,753.00	100.00%	12
	Percentage Construction/Rehab	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									80%		
	Maximum Allowable												
	Purchase Price:							New	\$329,269	Existing	\$329,269		
	Allocation Breakdown	Amount		%				Projected Program Income:			Max Amount Program Income For Admin		
	Very-Low Income	\$119,000.00		30.2%				Projected Recaptured Funds:					
	Low Income	\$119,000.00		30.2%				Distribution:		\$393,753.00			
	Moderate Income	\$116,500.00		29.6%				Total Available Funds:		\$393,753.00			
	TOTAL			90.0%									

CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: **CITY OF TAMARAC**

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.

- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420-907-9079 FS, and Rule Chapter 67-37 FAC,
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Witness

Chief Elected Official or designee

Witness

Mayor Harry Dressler
Type Name and Title

Date

OR

Attest:
(Seal)



Title - TO2344 - Code Amendment: S-1 Recreational District

An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 24 of the City's Code of Ordinances, entitled "Zoning" by amending Article III, Division 13 entitled "S-1 Recreational District" by specifically amending Section 24-308 entitled "Permitted Uses", amending Section 24-309 entitled "Prohibited Uses", amending Section 24-313 entitled "Yards, setback areas, open spaces, etc." To establish hotels as an ancillary use to a private or public country club subject to the issuance of a Special Exception in the S-1 Recreational Zoning District in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
▣ TO2344 - Memo	5/11/2016	Cover Memo
▣ TO2344 - Ordinance Legislature	5/11/2016	Ordinance

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
COMMUNITY DEVELOPMENT**

TO: Michael Cernech,
City Manager

DATE: May 11, 2016

FROM: Maxine Calloway
Community Development Director

RE: Amendment to Zoning Code to
Establish Hotel Use in S-1
(Recreational District) as an
Ancillary Use to a Public or Private
Country Club Through Special
Exception Approval

Temp. Ordinance No. 2344

Recommendation: The Director of Community Development recommends that the Mayor and City Commission adopt on First Reading the proposed text amendments to Chapter 24, Article III, and Division 13 of the City's Code of Ordinances, entitled "S-1 Recreational District", at its May 25, 2016 meeting and on Second Reading at its June 8, 2016 meeting.

Issue: To provide for consistency between the City's Comprehensive Plan and the Land Development Regulations by allowing hotels as an ancillary use in the S-1 Recreational Zoning District.

Background: The City's 2007 adopted Comprehensive Plan allows hotels as an ancillary use in the Commercial Recreation land use designation. This land use category is applied throughout the City as the designation for golf course properties. However, the underlying S-1 zoning district is currently not consistent with the Comprehensive Plan, as hotel is not an enumerated use in Section 24-434 of the Zoning Chapter of the City's Land Development Code.

In accordance with Florida Statutes 163.3194(1)(a), all actions taken by a governmental agency in regard to land within their jurisdiction, shall be consistent with the adopted Comprehensive Plan. In addition, Florida Statutes 163.3194(1)(b) requires that the land development regulations enacted shall be consistent with the adopted Comprehensive Plan. The proposed text amendment seeks to provide for the required consistency with the Comprehensive Plan, and would allow hotels, through a Special Exception approved by the City Commission, as an ancillary only use on properties that have a golf course and associated country club as the primary use.

Currently, the City has three (3) large golf courses (Woodmont, Woodlands and Colony West) all containing a clubhouse facility to support the golfing activities. In common, they have the same zoning designation of S-1 (Recreational District) and a land use of Commercial Recreation. None of these properties has a hotel as an ancillary use associated with the club house facility as allowed by the City's Comprehensive Plan under the current land use designation.

Analysis: The following summarizes the proposed change in the Legislative Draft Ordinance (attached):

Sec. 24-308, entitled "Permitted uses" is being amended to add hotel as an ancillary use to a private or public country club, subject to Special Exception approval of the City Commission. This section further adds additional special regulations specific to the hotel use as further outlined below to ensure the construction of quality brand hotels on the golf course properties.

- All guest rooms shall be accessed from the interior of the structure.
- Guest rooms within the hotel shall not be under separate ownership and shall not be assigned by lease agreement or similar instrument.
- There shall be not more than one (1) hotel to serve each golf course community in which the hotel is located.
- A hotel shall, at a minimum, have a central switch board; provide daily room cleaning service; have a regular staff concierge service; porter service and valet parking.
- The hotel structure shall provide elevator service to all floors above grade.
- Unless otherwise provided for in a developer's agreement, the following accessory uses shall be located within the structure of the primary use: Bar; full service restaurant, meeting, conference and banquet facilities; office center; and, sundry or gift shop.

Sec. 24-313 entitled "Yards, Setback Areas, Open spaces, etc." is being amended to provide additional standards as further outlined below to ensure high quality developments and the necessary buffers from residential properties.

- Surface parking shall be no closer than twenty (20) feet to residentially zoned land
- Dumpsters servicing a structure shall be a minimum of one hundred and fifty (150) feet from any residentially zoned property and shall be fully enclosed and located on the site so that they are not visible from any residentially zoned property.
- Loading and service facilities shall be screened so as not to be visible from abutting residential uses or vacant residential zoned property.
- All rooftop mechanical equipment, stair, and elevator towers shall be designed as an integral part of any building volume and/or adequately screened so that they are not visible from abutting residential uses or vacant residentially zoned property.

In addition, the purpose of the S-1 zoning district is intended to allow outdoor and indoor recreational activities that are supported by a variety of accessory uses. Section 24-307 entitled "Purposes and Characteristics" states that activities provided in an S-1 zoning district are primarily conducted in the open air (golfing, tennis or swimming facilities) while related accessory structures may be in the open air or in a building or structure.

The addition of hotel use approved through Special Exception as an ancillary use associated with a private or public clubhouse only, is consistent with the City's Comprehensive Plan. More specifically, Policy 1.2a of the Comprehensive Plan supports the use of hotels as described above in the Commercial Recreation land use designation.

The above criteria supports Policy 1.5 of the Comprehensive Plan by promoting "quality development" in all land use categories by the establishment and implementation of design criteria and development standards in the Land Development Code which promote the highest standards of urban development and community aesthetics.

Summary of Recommendation: Staff recommends that the Mayor and City Commission adopt on First Reading the proposed text amendments to the City's Code of Ordinances. The proposed code amendment is consistent with City of Tamarac Comprehensive Plan Future Land Use Element Policy 1.2a, to allow a hotel as an ancillary use to a private or public clubhouse located within a golf course facility only and Policy 1.5 by promoting "quality development" in all land use categories by the establishment and implementation of design criteria and development standards in the Land Development Code which promote the highest standards of urban development and community aesthetics. In addition, the proposed code amendment also supports the City's Strategic Goal #5 "A Vibrant Community" by revitalizing our community with future development and redevelopment and their effect on the community.

Fiscal Impact: There will be no direct budgetary impact.



Maxine A. Calloway,
Director of Community Development

MAC/FLZ/alg

Attachment: Temporary Ordinance No. 2344/ Legislative Draft Ordinance

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2016 - _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AMENDING CHAPTER 24 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ZONING" BY AMENDING ARTICLE III, DIVISION 13 ENTITLED "S-1 RECREATIONAL DISTRICT" BY SPECIFICALLY AMENDING SECTION 24-308 ENTITLED "PERMITTED USES", AMENDING SECTION 24-309 ENTITLED "PROHIBITED USES", AMENDING SECTION 24-313 ENTITLED "YARDS, SETBACK AREAS, OPEN SPACES, ETC." TO ESTABLISH HOTELS AS AN ANCILLARY USE TO A PRIVATE OR PUBLIC COUNTRY CLUB SUBJECT TO THE ISSUANCE OF A SPECIAL EXCEPTION IN THE S-1 RECREATIONAL ZONING DISTRICT IN CONFORMITY WITH THE CITY OF TAMARAC COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac (the "City") seeks to amend its land development regulations in order to establish hotels in the S-1 Recreational Zoning District as an ancillary use to a public or private country club subject to the issuance of a special exception approved by the City Commission; and

WHEREAS, Policy 1.2(a) of the Future Land Use Element of the City's Comprehensive Plan allows hotels as an ancillary use in the corresponding Commercial Recreation Land Use designation; and

WHEREAS, Florida Statutes 163.3201 provides that a governing body's land development code shall be the means of implementation for an adopted comprehensive plan; and

WHEREAS, the City recognizes that the uses enumerated in S-1 zoning district under Section 24-308 of the City Code are not consistent with the allowed uses in the corresponding Recreation Land Use designation of the City of Tamarac Comprehensive Plan; and

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

WHEREAS, the Director of Community Development finds that the establishment of hotels in the S-1 zoning district by special exception is consistent with the City's adopted Comprehensive Plan and recommends that the City Commission adopts the Ordinance; and

WHEREAS, the City Commission finds that amending the City's Code of Ordinances to establish hotels in the S-1 Recreational Zoning District as an ancillary use to a public or private country club subject to a special exception approved by the City Commission implements the intent of the City's Comprehensive Plan; and,

WHEREAS, the amendments to the City's Code of Ordinances contained in this Ordinance serve the best interests of the health, safety, and welfare of the residents and business of the City of Tamarac.

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.

SECTION 2. That Chapter 24, Article III, Division 13, Section 24-308 entitled "Permitted Uses" of the City of Tamarac Code of Ordinances is hereby amended to read as follows:

Sec. 24-308. - Permitted uses.

In S-1 districts, no building or structure or part thereof shall be erected, altered or used, or land or water used, in whole or in part, for other than one (1) or more of the following specified uses:

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

- (1) Public or private country club. A hotel or a dining room, bar and grill and snack bar may be operated as an ancillary use to ~~at~~ a public or private country club through special exception approval of the city commission. Such special exception approval shall be consistent with the provisions governing special exceptions as set out in section 24-548 of this Code ~~and consistent with the regulations concerning restaurants in section 24-434. No external advertising of the dining room, bar and grill and snack bar shall be permitted.~~ The following general regulations shall apply to the hotel use:

- a. All guest rooms shall be accessed from the interior of the structure.
- b. Guest rooms within the hotel shall not be under separate ownership and shall not be assigned by lease agreement or similar instrument.
- c. There shall be not more than one (1) hotel to serve each golf course community in which the hotel is located.
- d. A hotel shall, at a minimum, have a central switch board; provide daily room cleaning service; have a regular staff concierge service; porter service and valet parking.
- e. The hotel structure shall provide elevator service to all floors above grade.
- f. Unless otherwise provided for in a developer's agreement, the following accessory uses shall be located within the structure of the primary use: Bar; full service restaurant, meeting, conference and banquet facilities; office center; and, sundry or gift shop.

(2) Golf course.

(3) Shuffleboard court.

(4) Swimming pool.

(5) Tennis courts.

(6) Neighborhood or community club operated by nonprofit or Public Corporation.

(7) Public parks and open spaces.

(8) Public and private elementary, middle or high schools on properties greater than 6.5 acres in size with a land use designation of "Recreation", subject to the special exception procedures set forth in chapter 24, article IV of the City's Code of Ordinances. Private schools shall offer curricula substantially equivalent to public schools of comparable grades and shall meet the academic requirements of the state department of education.

The operation of any recreation area shall, regardless of anything else in this chapter, be subject to the reasonable control and direction of the city and the city commission as regulatory authorities.

SECTION 3. That Chapter 24, Article III, Division 13, Section 24-309 entitled “Prohibited Uses” of the City of Tamarac Code of Ordinances is hereby amended to read as follows:

Sec. 24-309. - Prohibited uses.

The permissible uses enumerated in section 24-308 shall not be construed to include, either as a principal or accessory use, any of the following:

- (1) Any business or commercial use not permitted as a principal or ancillary use;
- (2) Any industrial or manufacturing use;
- (3) Drive-in theater, drive-in restaurant or drive-in refreshment stand.

SECTION 4. That Chapter 24, Article III, Division 13, Section 24-313 entitled “Yards, setback areas, open spaces, etc.” of the City of Tamarac Code of Ordinances is hereby amended to read as follows:

Sec. 24-313. - Yards, setback areas, open spaces, etc.

- (a) No surface parking area in an S-1 district shall be located within ~~ten (10)~~ twenty (20) feet of any residentially zoned property. No parking structure shall be located within one hundred (100) feet from any abutting property zoned residential.
- (b) No building or roofed portion of any structure shall be located within twenty-five (25) feet of any plot line.
- (c) No required open space, yard or setback area shall be used or developed for any purpose other than by landscaping and by the minimum amount of walkways or driveways reasonably necessary to serve the permitted S-1 uses.
- (d) Dumpsters servicing a structure shall be a minimum of one hundred and fifty (150) feet from any residentially zoned property and shall be fully enclosed and located on the site so that they are not visible from any residentially zoned property.
- (e) Loading and service facilities shall be screened so as not to be visible from abutting residential uses or vacant residential zoned property.
- (f) All rooftop mechanical equipment, stair, and elevator towers shall be designed as an integral part of any building volume and/or adequately screened so that they are not visible from abutting residential uses or vacant residentially zoned property.

SECTION 5 Codification. 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 6. 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 7. 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 8. Effective Date. This Ordinance shall become effective upon adoption.

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PASSED, FIRST READING this _____ day of _____, 2016.

PASSED, SECOND READING this _____ day of _____, 2016.

ATTEST:

BY: _____
MAYOR HARRY DRESSLER

PATRICIA TUEFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY