



**CITY OF TAMARAC**  
**NOTICE OF WORKSHOP MEETING**  
**CITY COMMISSION OF TAMARAC, FL**  
**City Hall - Conference Room 105**  
**April 8, 2013**

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**CALL TO ORDER:**

**9:30 a.m.**

**ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

**Commissioner Patricia Atkins-Grad**

**1. Neighborhood Liaison Program Update**

Neighborhood Liaison Program Update - ***Community Development Director Jennifer Bramley and Housing & Neighborhood Programs Manager Angela Bauldree***

**2. Discussion - Selection of Director, Alternate and Second Alternate to Broward League of Cities**

Discussion - Selection of Director, Alternate and Second Alternate to Broward League of Cities. - ***Interim City Clerk Patricia Teufel***

**3. TR12324 - Resolution Awarding Bid No. 13-06B for the Woodlands Blvd North Bikepath to Kailas Corp**

Item No. 6(c) on the Consent Agenda. (TR12324) A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 13-06B to and approving an agreement with Kailas, Corp for the Woodlands Blvd. North Bikeway Project at Woodlands Boulevard between Commercial Boulevard and Bailey Road, in accordance with bid no. 13-06B for a contract amount of \$149,661.25; a contingency in the amount of \$14,966.13 will be added to the project account, for a total project budget of \$164,627.38; authorizing an expenditure from the appropriate accounts; authorizing budget amendments for proper accounting purposes; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain and Purchasing/Contracts Manager Keith Glatz***

**4. Discussion - Municipal Service Taxing Unit**

Discussion - Municipal Service Taxing Unit - ***City Manager Michael C. Cernech***

**5. TO2273 - Amending Ordinance 2012-21 FY2013 Budget**

Item No. 8 (a) on Ordinances(s) - First Reading. (TO2273) Motion to adopt an Ordinance of the City Commission of the City of Tamarac, Florida, **on first reading** amending Ordinance 2012-21, which amended the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal year 2013, by increasing the total revenues and expenditures by a total of \$21,215,673 as detailed in Exhibit A attached hereto; providing for conflicts; providing for severability; providing for an effective date. - ***Financial Services Director Mark Mason***

**6. TR12322 Capital Improvement Refunding Revenue Bonds, Series 2013**

Item No. 6 (e) on the Consent Agenda. (TR12322) A Resolution of the City Commission of the City of Tamarac, Florida authorizing the issuance of not to exceed \$16,000,000 in aggregate principal amount of City of Tamarac, Florida Capital Improvement Refunding Revenue Bonds, Series 2013 for

the purpose of advance refunding all or a portion of the City's outstanding Capital Improvement Revenue Bonds, Series 2005; covenanting to Budget and appropriate legally available non-ad valorem revenues to provide for the payment thereof; making certain covenants and agreements for the benefit of the owners of such Bonds; authorizing certain Officials and Employees of the City to take all actions required in connection with the Sale, Issuance, and Delivery of such Bonds; taking certain other actions with respect to such Bonds; authorizing and approving the negotiated sale of such Bonds to the Underwriters named herein subject to the Terms and Conditions contained herein; approving the form and authorizing the distribution of a Preliminary Official Statement and Execution and delivery of a Final Official Statement; authorizing certain Officials to deem final the Preliminary Official Statement for purposes of Securities and Exchange Commission rule 15c2-12; approving the form and authorizing the Execution and Delivery of a Bond Purchase Agreement; appointing the paying agent and registrar; approving the form and authorizing the execution and delivery of an Escrow Deposit Agreement; approving the form and authorizing the execution and delivery of a disclosure dissemination Agent Agreement; appointing the Escrow holder; providing certain other matters relating to the Series 2013 Bonds; providing for conflicts; providing for severability; and providing for an effective date. - **Financial Services Director Mark Mason**

**7. TO2276 - Stormwater Assessment**

Item No. 8 (b) on Ordinance(s) First Reading. (TO2276) Motion to adopt an Ordinance of the City Commission of the City of Tamarac, Florida, **on first reading** amending Chapter 22, entitled "Utilities," Article VI, entitled "Stormwater Management Utility," to authorize the collection of the Stormwater Management Utility Fee ("fee") using the Uniform Assessment Collection Act, Section 197.3632, Florida Statutes ("Act"); specifically amending Section 22-252, entitled "Definitions," to amend certain definitions and define additional terms associated with the collection of the fee using the provisions of the act; amending Section 22-255, entitled "Billing, Payment, Penalties and Enforcement" to provide for the collection of the fee using the act and that the billing provisions of this section shall be an alternative to using the act; amending Section 22-256, entitled "Adjustment of Fees" to limit this section to fees collected by means other than the act; creating Sections 22-258 through Section 22-268 to be collectively referred to as the City of Tamarac Stormwater Utility Fee Uniform Assessment Collection Act Ordinance to establish the procedures for notice and adoption of the annual stormwater management utility fee roll and for correcting errors and omissions, provide that the fees constitute a lien on assessed property upon adoption of the Stormwater Management Utility Fee R, establish procedures and methods for the collection of stormwater assessments, and establish the priority of the stormwater management utility fee lien over prior recorded liens or mortgages; providing for severability; providing for conflicts; providing for codification; and providing for an effective date. - **Financial Services Director Mark Mason and Assistant City Attorney Michael Cirullo**

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

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

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



Patricia Teufel, CMC





**Title - 9:30 a.m.**

9:30 a.m.

**ATTACHMENTS:**

Name:

Description:

No Attachments Available



## **Title - Commissioner Patricia Atkins-Grad**

Commissioner Patricia Atkins-Grad

### **ATTACHMENTS:**

Name:

Description:

No Attachments Available



## **Title - Neighborhood Liaison Program Update**

Neighborhood Liaison Program Update - ***Community Development Director Jennifer Bramley and Housing & Neighborhood Programs Manager Angela Bauldree***

### **ATTACHMENTS:**

Name:

Description:

No Attachments Available



**Title - Discussion - Selection of Director, Alternate and Second Alternate to Broward League of Cities**

Discussion - Selection of Director, Alternate and Second Alternate to Broward League of Cities. - ***Interim City Clerk Patricia Teufel***

**ATTACHMENTS:**

Name:

 [Cernech Voting Delegates to BLC.doc](#)

 [BLC Municipal Board Appointment.pdf](#)

Description:

Memo to Michael Cernech

Broward League of Cities Selection Form

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM**  
**CITY CLERK**

**TO: Michael C. Cernech, City Manager    DATE: March 28, 2013**

**FROM: Patricia Teufel, Interim City Clerk                      RE: Broward League of Cities -  
Appointment of Director,  
Alternate, and Second Alternate  
from City of Tamarac**

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**Recommendation:** The Mayor and City Commission are encouraged to appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Director or General Membership Meeting held where he/she represents his/her City.

**Issue:** Appointment of Director, Alternate, and Second Alternate to the Broward League of Cities.

**Background:** The Broward League of Cities Installation Dinner is tentatively scheduled for Saturday May 4, 2013. President Bobby DuBose has asked that, according to the League By-Laws, each City appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Director or General Membership Meeting held where he/she represents his/her City, and to make this appointment no later than the municipality's second meeting in April.

Previously, the Mayor and City Commission appointed:

2010: Beth Talabisco, Director  
Pamela Bushnell, Alternate  
Diane Glasser, Second Alternate

2011: Pamela Bushnell, Director  
Diane Glasser, Alternate  
Michelle J. Gomez, Second Alternate

2012: Beth Talabisco, Director  
Harry Dressler, Alternate  
Pamela Bushnell, Second Alternate

**Fiscal Impact:** There is no appreciable fiscal impact to the City.





#### 2012-2013 OFFICERS

**President Bobby B. DuBose**  
*Commissioner, Fort Lauderdale*  
**1st Vice President Susan Starkey**  
*Councilmember, Davie*  
**2nd Vice President Patricia Asseff**  
*Commissioner, Hollywood*  
**Secretary David Rosenof**  
*Commissioner, Parkland*  
**Treasurer Gary Resnick**  
*Mayor, Wilton Manors*

#### DIRECTORS

**Past President M. Margaret Bates**  
*Commissioner, Lauderdale*  
**Past President Joy Cooper**  
*Mayor, Hallandale Beach*  
**Past President Lori Moseley**  
*Mayor, Miramar*  
**Past President Frank Ortis**  
*Mayor, Pembroke Pines*  
**Lisa K. Aronson**  
*Commissioner, Coconut Creek*  
**Diane Veltri Bendekovic**  
*Mayor, Plantation*  
**Jack Brady**  
*Mayor, North Lauderdale*  
**George Brummer**  
*Vice Mayor, Pompano Beach*  
**Dan Dodge**  
*Mayor, Hillsboro Beach*  
**Sharon Fyffe**  
*Commissioner, West Park*  
**Tom Green**  
*Commissioner, Wilton Manors*  
**Albert Jones**  
*Vice Mayor, Dania Beach*  
**Alexander Lewy**  
*Vice Mayor, Hallandale Beach*  
**Lisa Mallozzi**  
*Commissioner, Cooper City*  
**Doug McKay**  
*Vice Mayor, Southwest Ranches*  
**Wayne Messam**  
*Commissioner, Miramar*  
**Roseann Minnet**  
*Mayor, Lauderdale-by-the-Sea*  
**Ashira Mohammed**  
*Mayor, Pembroke Park*  
**Peggy Noland**  
*Mayor, Deerfield Beach*  
**Jim Norton**  
*Commissioner, Weston*  
**Tom Powers**  
*Vice Mayor, Coral Springs*  
**Eileen Rathery**  
*Commissioner, Lauderdale Lakes*  
**Stacy Ritter**  
*Commissioner, Broward County*  
**Donald K. Rosen**  
*Commissioner, Sunrise*  
**Anne Sallee**  
*Mayor, Oakland Park*  
**Fred Schorr**  
*Mayor, Lighthouse Point*  
**Carl Shechter**  
*Vice Mayor, Pembroke Pines*  
**Greg Sollitto**  
*Councilmember, Sea Ranch Lakes*  
**Beth Talabisco**  
*Mayor, Tamarac*  
**Ken Thurston**  
*Vice Mayor, Lauderdale*  
**Joseph Varsallone**  
*Vice Mayor, Margate*

**Sely Cochrane**  
*Interim Executive Director*

March 25, 2013

TO: All Municipal Elected Officials  
Municipal City Clerks

FROM: Sely Cochrane, Interim Executive Director

RE: Board of Directors 2013-2014

President Bobby DuBose will soon be appointing a Nominating Committee to prepare and present a slate of candidates for Municipal Directors, Alternates, and Second Alternates of the Broward League of Cities for the 2013-2014 year.

According to the League By-Laws, each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Director or General Membership Meeting held where he/she represents his/her city.

By this notice, the League is requesting each municipality to add this item to its Commission agenda for consideration **no later than its second meeting in April (Installation Dinner is tentatively scheduled for Saturday, May 4, 2013)**. Please return the following information to this office by email to [selymojica@bellsouth.net](mailto:selymojica@bellsouth.net) or FAX to 954-357-5563.

=====

**Municipality:** \_\_\_\_\_

**Commission/Council Appointments:**

**Director:** \_\_\_\_\_

**Alternate:** \_\_\_\_\_

**Second Alternate:** \_\_\_\_\_



**Title - TR12324 - Resolution Awarding Bid No. 13-06B for the Woodlands Blvd North Bikepath to Kailas Corp**

Item No. 6(c) on the Consent Agenda. (TR12324) A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 13-06B to and approving an agreement with Kailas, Corp for the Woodlands Blvd. North Bikeway Project at Woodlands Boulevard between Commercial Boulevard and Bailey Road, in accordance with bid no. 13-06B for a contract amount of \$149,661.25; a contingency in the amount of \$14,966.13 will be added to the project account, for a total project budget of \$164,627.38; authorizing an expenditure from the appropriate accounts; authorizing budget amendments for proper accounting purposes; providing for conflicts; providing for severability; and providing for an effective date. - **Public Services Director Jack Strain and Purchasing/Contracts Manager Keith Glatz**

**ATTACHMENTS:**

Name:

Description:

 [TR\\_12324\\_WOODLAND\\_N\\_BIKEWAY\\_SIGNED\\_MEMO.pdf](#)

TR 12324 MEMO

 [TR\\_12324 - Reso - Woodlands North Bikepath.docx](#)

TR 12324 RESO

 [EX\\_1 - 13-06B\\_WOODLANDS\\_BIKEWAY\\_PROJECT\\_BID\\_TAB.pdf](#)

TR 12324 EX 1 - BID TABULATION

 [EX\\_2 - Advisement Letter - Leonard Graham Inc.pdf](#)

TR 12324 EX 2 LETTER OF ADVISEMENT

 [TR\\_12324\\_Ex\\_3 - KAILAS\\_SIGNED\\_AGMT\\_13\\_06B.pdf](#)

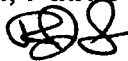
TR 12324 EX 3 AGREEMENT

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

**TO: Mike C. Cernech, City Manager**

**DATE: March 21, 2013**

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



**FROM: Alan Lam, Project Manager**

**RE: Temp. Reso. #12324 – Award of  
Bid No. 13-06B for the  
Woodlands Boulevard (N)  
Bikeway Project between  
Commercial Blvd. and Bailey  
Road- City Commission Meeting  
of April 10, 2013**

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**Recommendation:**

I recommend the award of Bid No. 13-06B for Woodlands Boulevard (N) Bikeway Project at the above referenced locations in an amount not-to-exceed \$149,661.25. A contingency in the amount of \$14,966.13 will be added to the Project Account for a total project budget of \$164,627.38 and that this item be placed on the April 10, 2013 Commission Meeting Agenda.

**Issue:**

To award Bid No. 13-06B and execute an agreement with Kailas, Corp. for the Woodlands Boulevard (N) Bikeway Project between Commercial Boulevard and Bailey Road.

**Background:**

The City of Tamarac desires to establish integrated bikeway/walkway systems throughout the City to provide safe residential bikeway/walkway systems and connectivity between City facilities, schools, shopping areas, and Broward County bikeway/walkway systems; as well as the Woodlands Subdivision has requested a bikeway system through numerous neighborhood meetings. After thorough study and investigation, Woodlands Boulevard between Commercial Boulevard and Bailey Road has been identified as a corridor that can support a bikeway system

Via Resolution R-2012-25, dated February 22, 2012, the City Commission awarded Bid 12-08B to Kailas Corp. for the construction of a bikeway on Woodlands Boulevard (South) from Commercial Boulevard to Banyan Lane. The proposed Woodlands Boulevard (North) Bikeway project would extend and augment the existing Woodlands Boulevard Bikeway.

The City published Bid Number 13-06B for the Woodlands Blvd. Bikeway Project and received six (6) proposals. Both the Public Services (Public Works) Department and Financial Service (Purchasing) Departments examined the responses to this bid. A summary bid tabulation is included below.

Vendor	Amount (\$)
Leonard Graham, Inc.	144,458.50
Kailas, Corp	149,661.25
ARZ Builders	150,528.00
Construct Group, Corp.	174,818.00
Triple R Paving	198,023.00
Primus Const Services, Inc.	253,944.10

City staff reviewed the proposals and determined the apparent lowest bid does not meet the minimum experience requirement for the project, and showed no evidence of having experience in roadway paving construction, pavement marking and signage installation, or roadway drainage construction; which are all critical elements of this project. Additionally, City staff was unable to verify that the apparent low bidder has the necessary experience to complete site preparation requirements for this project which includes a number of tree removals and root barrier installations.

City staff determined that Kailas Corp. is the lowest responsive responsible bidder; and upon review of their proposal that Kailas Corp. possesses the skills, experience, and capacity to meet the requirements of the Woodlands Boulevard (N) Bikeway Project.

**Fiscal Impact:**

Funding for the Woodlands Boulevard Bike Path exists in Project Number GP13C, in Account Number 320-5020-541.63-52.

Per Bid 13-06B, the contract amount not to exceed \$149,661.25, a contingency in the amount of \$14,966.13 (10% of the contract cost) will be added to the project account, for a total project budget of \$164,627.38. 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-2013\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED BID NO. 13-06B TO AND APPROVING AN AGREEMENT WITH KAILAS, CORP FOR THE WOODLANDS BLVD. NORTH BIKEWAY PROJECT AT WOODLANDS BOULEVARD BETWEEN COMMERCIAL BOULEVARD AND BAILEY ROAD, IN ACCORDANCE WITH BID NO. 13-06B FOR A CONTRACT AMOUNT OF \$149,661.25; A CONTINGENCY IN THE AMOUNT OF \$14,966.13 WILL BE ADDED TO THE PROJECT ACCOUNT, FOR A TOTAL PROJECT BUDGET OF \$164,627.38; AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; AUTHORIZING BUDGET AMENDMENTS FOR PROPER ACCOUNTING PURPOSES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, The City of Tamarac desires to establish integrated bikeway/walkway systems throughout the City to providing safe residential bikeway/walkway systems and connectivity between City facilities, schools, shopping areas, and Broward County bikeway/walkway systems; and

WHEREAS, the Woodlands Subdivision has requested a bikeway system through numerous neighborhood meetings; and

WHEREAS, via Resolution R-2012-25, dated February 22, 2012, the City Commission approved construction of a bikeway on Woodlands Boulevard between Commercial Boulevard and Banyan Lane; and

WHEREAS, after thorough study and investigation, Woodlands Boulevard between Commercial Boulevard and Bailey Road has been identified as a corridor that

can support a bikeway system, and extend and augment the existing bikeway on Woodlands Boulevard; and

WHEREAS, the City published Invitation to Bid No.13-06B for the Woodlands Boulevard North Bikeway Project, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, on February 13, 2013 the City of Tamarac received six (6) proposals for the Woodlands Boulevard North Bikeway Project, a bid tabulation is hereto attached as "Exhibit 1"; and

WHEREAS, upon review of proposals by City staff, it was determined that the apparent lowest bidder does not meet the minimum experience requirement for the project, and showed no evidence of having experience in roadway paving construction, pavement marking and signage installation, or roadway drainage construction; which are all critical elements of this project. Additionally, City staff were unable to verify that the apparent low bidder has the necessary experience to complete site preparation requirements for this project which includes a number of tree removals and root barrier installations, hereto attached as "Exhibit 2" is a Letter of Advisement to this effect; and

WHEREAS, staff determined the lowest responsive responsible bidder to be Kailas, Corp; and

WHEREAS Kailas, Corp possesses the required knowledge and experience to construct the Woodlands Boulevard North Bikeway Project and has agreed to the Terms and Conditions, Special Conditions, and Technical Specifications of Bid No. 13-06B; and

WHEREAS, it is the recommendation of the Public Services Director and Purchasing and Contracts Manager that the appropriate City Officials award Bid No. 13-06B and execute the agreement with Kailas, Corp, for the Woodlands Boulevard North Bikeway Project attached hereto as Exhibit “3”, incorporated herein and made a specific part of this resolution; 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 award Bid No. 13-06B and execute the agreement for the Woodlands Boulevard North Bikeway Project with Kailas, Corp for a contract cost of \$149,661.25, and a contingency in the amount of \$14,966.13, for a total project budget of \$164,627.38.

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

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

SECTION 2: The City Commission HEREBY awards Bid No. 13-06B to Kailas, Corp and approves an Agreement between the City of Tamarac and Kailas, Corp (“the Agreement”) and the appropriate City Officials are hereby authorized to execute the Agreement, hereto attached as “Exhibit “3”, to provide for the Woodlands

Boulevard North Bikeway Project located at Woodlands Boulevard between Commercial Boulevard and Bailey Road.

SECTION 3: An expenditure for a contract cost of \$149,661.25, and a contingency in the amount of \$14,966.13, for a total project budget of \$164,627.38 for said purpose is hereby approved.

SECTION 4: Funding for the Woodlands Boulevard North Bikeway Project located at Woodlands Boulevard between Commercial Boulevard and Bailey Road for a contract cost \$149,661.25, and a contingency in the amount of \$14,966.13, for a total project budget of \$164,627.38 is available in Project Number GP13C in the Facilities Improvement Project Fund.

SECTION 5: The City Manager, or his designee, are hereby authorized to make changes, issue change orders in accordance with section 6-147 (j) of the City Code, and close the contract award including, but not limited to making final payment within the terms and conditions of the contract and within the contract price.

SECTION 6: All budget amendments for proper accounting purposes are hereby authorized.

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 \_\_\_\_\_, 2013.

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BETH TALABISCO  
MAYOR

ATTEST:

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PAT TEUFEL, CMC  
INTERIM CITY CLERK

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

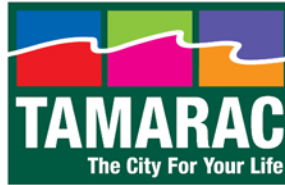
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SAMUEL S. GOREN  
CITY ATTORNEY

13-06B WOODLANDS BLVD (N) BIKEWAY PROJECT	
LEONARD GRAHAM	\$ 144,458.50
KAILAS CORP	\$ 149,661.25
ARZ BUILDERS	\$ 150,528.00
CONSTRUCT GROUP CORP	\$ 174,818.00
TRIPLE R PAVING	\$ 198,023.00
PRIMUS CONST. SERVICES INC	\$ 253,944.10

BID OPENED: 2/13/13 @3:00pm

All recommendations for award are unofficial until Board review and approval.

**PURCHASING AND  
CONTRACTS DIVISION**

Via e-mail to: [leonardgrahaminc@gmail.com](mailto:leonardgrahaminc@gmail.com)

March 19, 2013

Mr. Leonard Graham  
Leonard Graham, Inc.  
3360 Spanish Moss Terrace, Apt.201  
Lauderhill, FL 33319

**RE: City of Tamarac Bid No. 13-06B – Woodlands Blvd. (N) Bikeway Project**

Dear Mr. Graham:

After second review by City staff of all of the reference material provided to me by your firm, City staff has determined that your prior experience for "roadwork" does not match the City's requirement for prior experience of "similar size and scope" projects as outlined in the bid document #13-06B. As previously advised in my prior letter dated February 25, 2013, this specific experience requirement may be found on Page 11 of the Bid document under, "Instruction to Builders", Section A. "Licenses". The bid language states that " . . .to be eligible for award of project, the contractor must possess a minimum experience of having performed three (3) verifiable projects of similar size and scope within the last three (3) years."

Accordingly, our staff review has concluded that Leonard Graham, Inc., does not meet minimum experience requirement for this project. Specifically, Leonard Graham, Inc. shows no evidence of having experience in roadway paving construction, pavement marking and signage installation, or roadway drainage construction which are all critical elements of this project. Additionally, we were unable to verify that you have the necessary experience to complete the site preparation requirements for this project which includes number of tree removals and root barrier installations.

This determination is based on a thorough staff review of the references initially provided in your bid response, as well as those additional references forwarded to me on February 28<sup>th</sup>, and applies only to this project's scope of work. Please understand that our decision on this project is in no way a negative reflection on your firm as a licensed Contractor in good standing and in fact, as previously expressed, we sincerely encourage and welcome your future participation on city projects that more closely match your level of work experience.

*"Committed to Excellence...Always."*

**TAMARAC.ORG**

Finally, please understand that this review and determination process was conducted in the same manner as every other review process for construction projects solicited by the City of Tamarac as part of its normal due diligence. In the event you wish to pursue this issue further, I have attached excerpts from the Tamarac Procurement Code that address the next steps for further appeal. Please carefully read these excerpts prior to pursuing any further actions.

Sincerely,



James Nicotra  
Senior Procurement Specialist

Attachment

cc: Keith Glatz, Purchasing Manager  
John Doherty, City Engineer  
Alan Lam, Project Engineer  
Jack Strain, Public Services Director  
Sam Goren, City Attorney

## Sec. 6-154. - Appeals and remedies.

(a)

*Applicability.* This section shall apply to protests by bidders and proposers regarding claims made by contractors holding a city contract, and shall only apply to protests by bidders or offerors when the city manager recommends a purchase in excess of the city's formal competitive threshold as established in subsection 6-146(a) "Methods of Source Selection", "General" of this Code.

(1)

*Protests; right to protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing and contracts manager. The protest shall be submitted in writing within five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto.

(2)

*Contract claims.* All claims by a contractor against the city relating to a contract shall be submitted in writing to the purchasing and contracts manager. The contractor may request a conference with the purchasing and contracts manager on a submitted claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

(3)

*Service of a protest.* Service of a protest by mail or courier shall not expand the time frame period allowed for delivery of a protest.

(b)

*Authority to resolve protests and contract claims.*

(1)

*Protests.* The purchasing and contracts manager, after consulting with the city attorney, shall have the authority consistent with this Code to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

(2)

*Contract claims.* The purchasing and contracts manager, after consulting with the city attorney, shall have the authority to resolve contract claims, subject to

the approval of the city manager or city commission, as applicable, regarding any settlement that will result in a change order or contract modification.

(c)

*Decision.* If a protest brought pursuant to subsection (a) of this section is not resolved by mutual agreement, the purchasing and contracts manager shall promptly issue a decision in writing to the protesting party upholding or denying the protest or staying the award process for further investigation. A copy of the decision shall be mailed or otherwise furnished to the protestant or claimant and any other party intervening. The decision shall state the reasons for the action taken.

(d)

*Finality of decision.* A decision under subsection (c) of this section shall be final unless within three (3) business days from the date of receipt of the decision, the protestant or claimant files a written appeal with the city manager.

(e)

*Authority of the city manager.* The city manager shall have the jurisdiction to review and determine any appeal by an aggrieved party from a determination by the purchasing and contracts manager regarding a protest or contract claim. Such decision shall be final and conclusive.

(f)

*Protest limitations.* A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

(g)

*Protest bond required.* Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the City of Tamarac, in an amount equal to five (5) percent of the total bid or estimated contract amount, or five thousand dollars (\$5,000.00), whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An irrevocable letter of credit or other form of approved security, payable to the city, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the city may proceed to award the contract as if the protest had never been filed.

(h)

*Consideration of timely protests.* The city's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the city. The purchasing and contracts manager, through the city manager, may recommend to the city commission to render moot any written protest that is overtaken by events, in which case the city commission may abate or dismiss such protest.

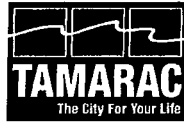
(i)

*Timely submittal of protest or appeal required.* Failure of a party to submit timely a written protest to the purchasing and contracts manager within the time provided in this section shall constitute a waiver of such party's right to protest pursuant to this section.

(j)

**Costs.** Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

*(Ord. No. 0-2012-07, § 2, 3-14-12)*



**AGREEMENT  
BETWEEN THE CITY OF TAMARAC  
AND  
KAILAS CORP.**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Kailas Corp., a Florida corporation with principal offices located at 3450 West 84<sup>th</sup> Street, Suite 202-G, Hialeah, FL 33018 (the "Contractor") for the construction of the WOODLANDS BLVD. (N) BIKEWAY 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. 13-06B, 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 13-06B as issued by City, and Contractor's Proposal, 13-06B 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.

This Project consists of installing three new right turn lanes, modification to drainage structures (tops/lids), earthwork, handrail, concrete sidewalk, concrete curb & gutter and providing new pavement striping, to establish a bikeway on Woodlands Boulevard (N) between Commercial Boulevard and Bailey Road within the City of Tamarac, as well as all appurtenances and other incidentals as indicated by the drawings and technical specifications or as required to properly complete the project as intended.

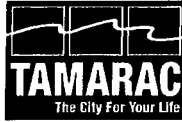
**2) The Work**

**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.

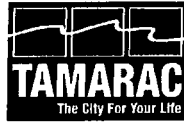
### **3) Insurance**

**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.

### **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 (120) calendar days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final payment.



- 4.2** During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by 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 Forty Nine Thousand Six Hundred Sixty One Dollars and twenty-five cents (\$149,661.25).

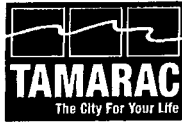
## **6) Payments**

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.

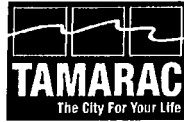
**8.2** The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change 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

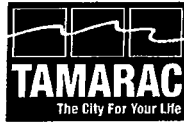


time, at the time of delay, available to absorb specific delays and associated impacts is used.

**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.

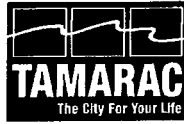
#### **12) Indemnification**

**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 performance of Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following:



employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

#### **14) Independent Contractor**

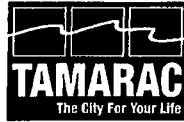
This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards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

#### **15) Assignment and Subcontracting**

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

#### **16) Notice**

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



#### CITY

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

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

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

#### CONTRACTOR

Kailas Corp.  
3450 West 84<sup>th</sup> Street, Suite 202-G  
Hialeah Gardens, FL 33018  
(305)-772-0099

#### 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.

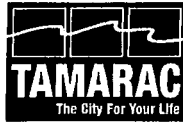
**17.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such 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**

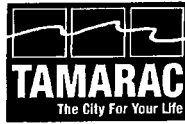
**22.1** Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable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

**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.

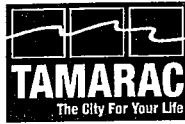




#### **24) No Construction Against Drafting Party**

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.

*Remainder of Page Intentionally Blank*



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

**CITY OF TAMARAC**

\_\_\_\_\_  
Beth Talabisco, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Michael C. Cernech, City Manager

\_\_\_\_\_  
Patricia A. Teufel, CMC  
Interim City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to form and legal sufficiency:

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Corporate Secretary

\_\_\_\_\_  
Jorge Paz

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

\_\_\_\_\_  
**Kailas Corp.**

\_\_\_\_\_  
Company Name

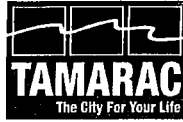
\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
**Jorge Paz**

\_\_\_\_\_  
Type/Print Name of President

\_\_\_\_\_  
03/21/13

\_\_\_\_\_  
Date



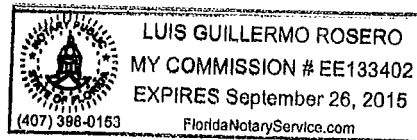
## CORPORATE ACKNOWLEDGEMENT

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, Jorge Paz President, Kailas Corp., a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this , day of 03/21 , 2013.

Signature of Notary Public  
State of Florida at Large



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 - Discussion - Municipal Service Taxing Unit**

Discussion - Municipal Service Taxing Unit - ***City Manager Michael C. Cernech***

### **ATTACHMENTS:**

Name:

Description:

No Attachments Available



## Title - TO2273 - Amending Ordinance 2012-21 FY2013 Budget

Item No. 8 (a) on Ordinances(s) - First Reading. (TO2273) Motion to adopt an Ordinance of the City Commission of the City of Tamarac, Florida, **on first reading** amending Ordinance 2012-21, which amended the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal year 2013, by increasing the total revenues and expenditures by a total of \$21,215,673 as detailed in Exhibit A attached hereto; providing for conflicts; providing for severability; providing for an effective date. - **Financial Services Director Mark Mason**

### **ATTACHMENTS:**

Name:

Description:

📎 [CM-Budget Amendment #1 TO 2273 - Final.docx](#)

TO2273 Memo

📎 [Ordinance No 2013- \(1st Budget Amendment 2013\).docx](#)

TO2273-Ordinance-1st Budget Amendment FY2013

📎 [Exhibit A TO2273.pdf](#)

Exhibit A

📎 [Exhibit B TO 2273.pdf](#)

Exhibit B

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM**  
**FINANCE DEPARTMENT**  
**ADMINISTRATION DIVISION**

**TO: Michael C. Cernech**  
**City Manager**

**DATE: March 27, 2013**

**FROM: Mark C. Mason, Director of**  
**Financial Services**

**RE: TO 2273 Amending**  
**Ordinance 2012-21 FY 2013**  
**Budget**

---

**Recommendation:**

I recommend approval of TO 2273 amending Ordinance 2012-21 which adopted the FY 2013 Annual Budget, in the amount of \$21,215,673 from \$111,461,250 to \$132,676,932.

**Issue:**

On September 19, 2012, the City Commission adopted Ordinance 2012-21 which adopted the annual Operating Budget, Revenues and Expenditures, Capital Budget and Financial Policies for Fiscal Year 2013. Pursuant to Section 166.241(3), a municipality may amend its budget at any time during the course of the year or within 60 days following the end of the fiscal year. In addition, if any fund is increased or decreased then the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the charter of the respective municipality. The original budget was adopted via ordinance and the City of Tamarac's charter is silent on the subject matter.

**Background:**

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

<b>FUND TYPE</b>	<b>Adpoted Budget</b>		<b>Amendment #1</b>	
	<b>Ord. 2012-21</b>	<b>Change</b>	<b>TO #2273</b>	
General Fund	\$ 45,866,768	\$ 97,465	\$	45,964,233
Special Revenue Funds	\$ 24,620,770	\$ 131,868	\$	24,752,638
Debt Service Funds	\$ 2,746,800	\$ 15,600,000	\$	18,346,800
Capital Project Funds	\$ 4,301,822	\$ 1,244,356	\$	5,546,178
Enterprise Funds	\$ 31,246,205	\$ 36,725	\$	31,282,930
Internal Service Funds	\$ 2,678,885	\$ 4,105,259	\$	6,784,144
<b>Total</b>	<b>\$ 111,461,250</b>	<b>\$ 21,215,673</b>	<b>\$</b>	<b>132,676,923</b>

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

Since the beginning of the fiscal year, the City Commission has approved a number of resolutions that affect the budget for various grants, additional funding for projects as well as a change in health insurance from fully insured to partially self-insured. As was discussed at the meeting regarding health insurance, the mechanism used for to properly account for the cost of health insurance by fund/departments and account full/total cost in one single fund would be an internal service fund similar to the Risk Fund. This budget amendment creates the fund for health insurance in the amount of \$4,105,259 representing 19.3% of the budget amendment.

In addition, staff has presented an opportunity to obtain debt service savings by advance refunding the Capital Improvement Revenue Bonds, Series 2005. In anticipation of a successful refunding, included in this budget amendment is the bond proceeds and offsetting expenses, increasing the budget by \$15,000,000, or 70.7% of the amendment.

In addition, as noted above, several grants have been approved in the amount of \$426,206 and agreements received so the budgets now need to be adopted to allow for expenditures and reimbursements as they occur. Also, a number of items have been evaluation for inclusion in the amendment and are enumerated below.

General Fund adjustments to the budget include the following:

Transferring the budget for encumbrances from non-departmental to the departmental budgets to which they apply in the amount of \$109,000. In addition, at the end of the year additional encumbrances that exceeded the original estimate of \$109,000, were rolled into FY 2013 and require adjustments to the departmental budgets with an offsetting decrease in contingency.

Increasing Information Technology Department budget to support charges from Novusolutions to cover video hardware and services for video streaming in the amount of \$17,375, this includes the first year broadcasting charges of \$9,000/year (\$750/month). Adjustment is funded from the Non-Departmental Contingency budget. This was approved at the final budget hearing.

Capital improvement adjustments to the budget include the following:

Appropriating additional funding in Fund 310 in the amount of \$323,030 for the Mainlands Park, Project PW11A and accepting grant award from the Florida Department of Environmental Protection through the Land and Water

Conservation Fund, the grant requires the City to provide a one-to-one match in local funds in the amount of \$200,000. Although this grant agreement was approved in June 2012, it was not included in the FY 2013 budget although the full funding concept was approved in June 2012.

Increasing funding for contract agreement with JMW Construction for the design/build of the Sport Complex Press Box Project, project exceeds the FY13 Adopted Capital Improvement Program in the amount of \$22,450 – a contingency in the amount of \$23,800 (15% of the contract cost) will be added to the project account GP12E, which increased the total project budget. Approved by City Commission on November 28, 2012.

Increasing Parks and Recreation Department budget for the swimming pool management fee and shared revenues at the Caporella Aquatic Center – Due to Pool Management, LLC, failing to meet contractual obligations, the City of Tamarac terminated their contract and awarded a new contract agreement with Jeff Ellis Management, LLC. Contract amount negotiated exceed department budget in the amount of \$39,839. The additional amount is funded from the General Fund Non-Departmental contingency budget. Approved by the City Commission on December 12, 2012.

Increasing funding for the replacement of the roof at the Colony West Clubhouse building in the amount of \$25,000. The combined projects (Golf Cart Building, Maintenance Building and Clubhouse increased the contingency in the project budget PW12D. Approved by the City Commission on January 23, 2013.

Increasing Fund 301 Capital Vehicle Replacement budget due to encumbrance in the amount of \$12,918 for a vehicle purchased at year end Fiscal year 2012.

Increasing Fund 326 for final invoice in the amount of \$16,831 for MPC Kalwall R & R project GP10B.

Increase Fund 320 for updated project estimate not included in FY 2013 budget for GP13C Woodlands Boulevard North \$144,127.

Increase in Fund 380 – Tamarac Village fund in the amount of \$600,000 resulting from a transfer of funds from Fund 239 – Debt Service Fund which is also increased for the purpose of funding expected interest payments on the 2011 Line of Credit.

Personnel adjustments to the budget include the following:

Increase Commission Department – Increase budget to reflect back pay and benefits adjustment for reinstated Commissioner in the amount of \$153,770 offset by a decrease in Non-Departmental Contingency.

Building Department – Adding an additional “will call” position, there is no impact to the budget.

Increase Human Resources Department – The HR Department, with this additional staff, assumed the administration of the General Employees’ Pension Plan eliminating the \$48,000 annual administrative fees of the outside contractor.

Reclassification of Systems and Network Manager Position to Assistant Director of Information Technology in the amount of \$2,680 offset by a decrease in Non-Departmental Contingency.



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

**ORDINANCE NO. 2013- \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING ORDINANCE 2012-21, WHICH AMENDED THE CITY OF TAMARAC OPERATING BUDGET, REVENUES AND EXPENDITURES, THE CAPITAL BUDGET, AND THE FINANCIAL POLICIES FOR THE FISCAL YEAR 2013, BY INCREASING THE TOTAL REVENUES AND EXPENDITURES BY A TOTAL OF \$21,215,673 AS DETAILED IN EXHIBIT A ATTACHED HERETO; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

**Section 2.** City of Tamarac Ordinance 2012-21 which amended the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget and the Financial Policies for the Fiscal year 2013, is hereby amended as detailed in Exhibit "A" and summarized in Exhibit "B," both of which are attached hereto and incorporated herein.

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

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

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

PASSED, FIRST READING this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED, SECOND READING this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BY: \_\_\_\_\_  
MAYOR BETH TALABISCO

ATTEST:

\_\_\_\_\_  
PAT TUEFEL, CMC  
INTERIM CITY CLERK

RECORD OF COMMISSION VOTE: 1<sup>ST</sup> Reading

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

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

RECORD OF COMMISSION VOTE: 2<sup>ND</sup> Reading

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

\_\_\_\_\_  
SAMUEL S. GOREN  
CITY ATTORNEY

CITY OF TAMARAC, FLORIDA  
FY 2013 BUDGET  
ATTACHMENT TO TEMPORARY ORDINANCE 2273

ATTACHMENT A

FUND	FY 2013 BUDGET ORDINANCE TO 2273	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #1	BA #1 NET CHANGE
<b>General Fund</b>						
<b>Revenues</b>						
Taxes	\$ 25,486,126				\$ 25,486,126	\$ -
Licenses & Permits	4,965,000				4,965,000	-
Intergovernmental Revenue	6,921,471	57,613	2/27/13 I		6,979,084	57,613
Charges for Services	1,234,500				1,234,500	-
Fines & Forfeitures	391,000				391,000	-
Miscellaneous	1,065,318				1,065,318	-
Appropriation From Fund Balance	735,938	39,852	#1		775,790	39,852
Other Sources	5,067,415				5,067,415	-
<b>Total General Fund Revenue</b>	<b>\$ 45,866,768</b>	<b>\$ 97,465</b>		<b>\$ -</b>	<b>\$ 45,964,233</b>	<b>\$ 97,465</b>
<b>Expenditures</b>						
City Commission	\$ 614,331	\$ 153,770	#4		\$ 768,101	\$ 153,770
City Manager	1,407,584	25,428	#1		1,433,012	25,428
City Attorney	590,580	1,500	#1		592,080	1,500
City Clerk	614,363	10,003	#1		624,366	10,003
Finance	2,583,770				2,583,770	-
Human Resources	1,037,601	24,515	#4		1,062,116	24,515
Community Development	1,731,507				1,731,507	-
Police	13,261,255				13,261,255	-
Public Works	6,766,352	80,864	#1		6,847,216	80,864
		57,613	2/27/13 I			
Parks & Recreation	4,115,151	28,898	#1		4,144,049	28,898
Information Technology	1,700,149	39,839	12/12/12 G		1,739,988	39,839
		2,159	#1			
		17,375	#2			
Non-Departmental	11,444,125	2,680	#4		11,446,805	2,680
			#1	109,000		
			#2	17,375		
			#4	180,965		
			12/12/12 G	39,839	11,096,946	(347,179)
<b>Total General Fund Expenditures</b>	<b>\$ 45,866,768</b>	<b>\$ 444,644</b>		<b>\$ 347,179</b>	<b>\$ 45,964,233</b>	<b>\$ 97,465</b>
<b>Fire Rescue Fund</b>						
<b>Revenues</b>						
Intergovernmental Revenue	\$ 112,197	\$ 8,164	09/12/12 C		\$ 120,361	\$ 8,164
Emergency Service Fees	2,248,000				2,248,000	-
Interest Income	16,000				16,000	-
Special Assessment	10,471,978				10,471,978	-
Interfund Transfers	6,015,223				6,015,223	-
Appropriation From Fund Balance	23,899				23,899	-
Other Sources	531,230				531,230	-
<b>Total Fire Rescue Fund Revenue</b>	<b>\$ 19,418,527</b>	<b>\$ 8,164</b>		<b>\$ -</b>	<b>\$ 19,426,691</b>	<b>\$ 8,164</b>
<b>Expenditures</b>						
Personal Services	\$ 15,053,774				\$ 15,053,774	\$ -
Operating Expenses	1,184,911	8,164	09/12/12 C		1,193,075	8,164
Capital Outlay	738,326				738,326	-
Other Uses	2,103,742				2,103,742	-
Debt Service	317,774				317,774	-
Reserves	20,000				20,000	-
<b>Total Fire Rescue Fund Expenditures</b>	<b>\$ 19,418,527</b>	<b>\$ 8,164</b>		<b>\$ -</b>	<b>\$ 19,426,691</b>	<b>\$ 8,164</b>
<b>Public Art Fund</b>						
<b>Revenues</b>						
Charges for Service	\$ 50,000				\$ 50,000	\$ -
Interest Income	15,000				15,000	-
Appropriation From Fund Balance	1,435,000				1,435,000	-
<b>Total Public Art Fund Revenues</b>	<b>\$ 1,500,000</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 1,500,000</b>	<b>\$ -</b>
<b>Expenditures</b>						
Contingency	\$ 1,497,400				\$ 1,497,400	\$ -
Reserve	2,600				2,600	-
<b>Total Public Art Fund Expenditures</b>	<b>\$ 1,500,000</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 1,500,000</b>	<b>\$ -</b>
<b>Local Option Gas Tax 3-Cents Fund</b>						
<b>Revenues</b>						
Taxes	\$ 364,367				\$ 364,367	\$ -
Appropriation From Fund Balance	752,747				752,747	-
<b>Total Local Option Gas Tax Revenue</b>	<b>\$ 1,117,114</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 1,117,114</b>	<b>\$ -</b>
<b>Expenditures</b>						
Reserve	\$ 1,117,114				\$ 1,117,114	\$ -
<b>Total Local Option Gas Tax Expenditures</b>	<b>\$ 1,117,114</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 1,117,114</b>	<b>\$ -</b>
<b>Building Fund</b>						
<b>Revenues</b>						
Licenses & Permits	\$ 1,909,000				\$ 1,909,000	\$ -
Charges for Services	8,500				8,500	-
Fines & Forfeitures	200,000				200,000	-
Interest Income	1,500				1,500	-
Appropriation From Fund Balance	76,019				76,019	-
<b>Total Building Fund Revenues</b>	<b>\$ 2,195,019</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 2,195,019</b>	<b>\$ -</b>
<b>Expenditures</b>						
Personal Services	\$ 1,630,150				\$ 1,630,150	\$ -
Operating Expenses	147,300				147,300	-
Other Uses	417,569				417,569	-
<b>Total Building Fund Expenditures</b>	<b>\$ 2,195,019</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 2,195,019</b>	<b>\$ -</b>
<b>RCMP Grant Fund</b>						
<b>Revenues</b>						
Intergovernmental Revenue	\$ -	\$ 100,000	10/24/12 D		\$ 100,000	\$ 100,000
<b>Total RCMP Revenues</b>	<b>\$ -</b>	<b>\$ 100,000</b>		<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>
<b>Expenditures</b>						
Operating Expenses	\$ -	\$ 100,000	10/24/12 D		\$ 100,000	\$ 100,000
<b>Total RCMP Expenditures</b>	<b>\$ -</b>	<b>\$ 100,000</b>		<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>
<b>Community Development Block Grant (CDBG) Fund</b>						
<b>Revenues</b>						
Intergovernmental Revenue	\$ 307,277				\$ 307,277	\$ -
<b>Total CDBG Revenues</b>	<b>\$ 307,277</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 307,277</b>	<b>\$ -</b>
<b>Expenditures</b>						
Personal Services	\$ 104,754				\$ 104,754	\$ -
Operating Expenses	202,523				202,523	-
<b>Total CDBG Expenditures</b>	<b>\$ 307,277</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 307,277</b>	<b>\$ -</b>

CITY OF TAMARAC, FLORIDA  
FY 2013 BUDGET  
ATTACHMENT TO TEMPORARY ORDINANCE 2273

ATTACHMENT A

FUND	FY 2013 BUDGET ORDINANCE TO 2273	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #1	BA #1 NET CHANGE
<b>State Housing Initiative Program Fund</b>						
<b>Revenues</b>						
Intergovernmental Revenue	\$ -	\$ 23,704	04/14/10 A	\$ -	\$ 23,704	\$ 23,704
<b>Total State Housing Initiative Revenues</b>	<b>\$ -</b>	<b>\$ 23,704</b>		<b>\$ -</b>	<b>\$ 23,704</b>	<b>\$ 23,704</b>
<b>Expenditures</b>						
Operating Expenses	\$ -	2,370	04/14/10 A	\$ -	2,370	2,370
Other Uses	-	21,334	04/14/10 A	-	21,334	21,334
<b>Total State Housing Initiative Expenditures</b>	<b>\$ -</b>	<b>\$ 23,704</b>		<b>\$ -</b>	<b>\$ 23,704</b>	<b>\$ 23,704</b>
<b>Home (HUD) Fund</b>						
<b>Revenues</b>						
Intergovernmental Revenue	\$ 82,833	-		\$ 82,833	\$ -	-
<b>Total Home Revenues</b>	<b>\$ 82,833</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 82,833</b>	<b>\$ -</b>
<b>Expenditures</b>						
Operating Expenses	\$ 77,833	-		\$ 77,833	\$ -	-
Reserves	5,000	-		5,000	-	-
<b>Total Home Expenditures</b>	<b>\$ 82,833</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 82,833</b>	<b>\$ -</b>
<b>General Obligation (GO) Debt Service</b>						
<b>Revenues</b>						
Taxes	\$ 261,800	-		\$ 261,800	\$ -	-
Interest Income	600	-		600	-	-
<b>Total GO Debt Service Revenues</b>	<b>\$ 262,400</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 262,400</b>	<b>\$ -</b>
<b>Expenditures</b>						
Debt Service	\$ 262,400	-		\$ 262,400	\$ -	-
<b>Total GO Debt Service Expenditures</b>	<b>\$ 262,400</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 262,400</b>	<b>\$ -</b>
<b>Revenue Bond Fund</b>						
<b>Revenues</b>						
Interest Income	\$ 5,000	-		\$ 5,000	\$ -	-
Interfund Transfers	2,479,400	-		2,479,400	-	-
Debt Proceeds	-	15,000,000	#6	15,000,000	15,000,000	15,000,000
Appropriation from Fund Balance	-	600,000	#3	600,000	600,000	600,000
<b>Total Revenue Bond Fund Revenues</b>	<b>\$ 2,484,400</b>	<b>\$ 15,600,000</b>		<b>\$ -</b>	<b>\$ 18,084,400</b>	<b>\$ 15,600,000</b>
<b>Expenditures</b>						
Debt Service	\$ 2,484,400	15,000,000	#6	\$ 17,484,400	15,000,000	15,000,000
Transfer Out	-	600,000	#3	600,000	600,000	600,000
<b>Total Revenue Bond Fund Expenditures</b>	<b>\$ 2,484,400</b>	<b>\$ 15,600,000</b>		<b>\$ -</b>	<b>\$ 18,084,400</b>	<b>\$ 15,600,000</b>
<b>Capital Equipment Fund</b>						
<b>Revenues</b>						
Interfund Transfers	\$ 282,000	-		\$ 282,000	\$ -	-
Appropriation from Fund Balance	167,000	12,918	#1	179,918	12,918	12,918
<b>Total Capital Equipment Fund Revenues</b>	<b>\$ 449,000</b>	<b>\$ 12,918</b>		<b>\$ -</b>	<b>\$ 461,918</b>	<b>\$ 12,918</b>
<b>Expenditures</b>						
Capital Outlay	\$ 449,000	12,918	#1	\$ 461,918	\$ 12,918	12,918
<b>Total Capital Equipment Fund Expenditures</b>	<b>\$ 449,000</b>	<b>\$ 12,918</b>		<b>\$ -</b>	<b>\$ 461,918</b>	<b>\$ 12,918</b>
<b>Golf Course CIP Fund</b>						
<b>Revenues</b>						
Miscellaneous	\$ 118,750	-		\$ 118,750	\$ -	-
<b>Total Golf Course CIP Fund Revenues</b>	<b>\$ 118,750</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 118,750</b>	<b>\$ -</b>
<b>Expenditures</b>						
Reserves	\$ 118,750	-		\$ 118,750	\$ -	-
<b>Total Golf Course CIP Fund Expenditures</b>	<b>\$ 118,750</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 118,750</b>	<b>\$ -</b>
<b>General Capital Improvements Fund</b>						
<b>Revenues</b>						
Intergovernmental Revenue	\$ -	200,000	06/13/12 B	\$ 200,000	\$ 200,000	200,000
Appropriation From Fund Balance	631,700	323,030	06/13/12 B	954,730	348,030	348,030
		25,000	01/23/13 H			
<b>Total Gen. Capital Improvements Revenues</b>	<b>\$ 631,700</b>	<b>\$ 523,030</b>		<b>\$ -</b>	<b>\$ 1,179,730</b>	<b>\$ 548,030</b>
<b>Expenditures</b>						
Capital Outlay	\$ 631,700	200,000	06/13/12 B	\$ 831,700	548,030	548,030
		323,030	06/13/12 B			
		25,000	01/23/13 H			
<b>Total Gen. Capital Improvements Expenditures</b>	<b>\$ 631,700</b>	<b>\$ 200,000</b>		<b>\$ -</b>	<b>\$ 1,179,730</b>	<b>\$ 548,030</b>
<b>Public Service Facilities Fund</b>						
<b>Revenues</b>						
Intergovernmental Revenue	\$ 1,216,740	-		\$ 1,216,740	\$ -	-
Interest Income	25,000	-		25,000	-	-
Appropriation From Fund Balance	900,632	22,450	11/28/12 E	923,082	66,577	66,577
		44,127	#5			
<b>Total Public Service Facilities Revenues</b>	<b>\$ 2,142,372</b>	<b>\$ 66,577</b>		<b>\$ -</b>	<b>\$ 2,208,949</b>	<b>\$ 66,577</b>
<b>Expenditures</b>						
Operating Expenditures	\$ 40,144	-		\$ 40,144	\$ -	-
Capital Outlay	2,102,228	22,450	11/28/12 E	2,124,678	66,577	66,577
		44,127	#5			
<b>Total Public Service Facilities Expenditures</b>	<b>\$ 2,142,372</b>	<b>\$ 66,577</b>		<b>\$ -</b>	<b>\$ 2,208,949</b>	<b>\$ 66,577</b>
<b>CIP 05 Revenue Bond Fund</b>						
<b>Revenues</b>						
Appropriation From Fund Balance	\$ 960,000	16,831	#5	\$ 976,831	16,831	16,831
<b>Total CIP 05 Revenue Bond Fund Revenues</b>	<b>\$ 960,000</b>	<b>\$ 16,831</b>		<b>\$ -</b>	<b>\$ 976,831</b>	<b>\$ 16,831</b>
<b>Expenditures</b>						
Capital Outlay	\$ 960,000	16,831	#5	\$ 976,831	16,831	16,831
<b>Total CIP 05 Revenue Bond Fund Expenditures</b>	<b>\$ 960,000</b>	<b>\$ 16,831</b>		<b>\$ -</b>	<b>\$ 976,831</b>	<b>\$ 16,831</b>
<b>Tamarac Village Fund</b>						
<b>Revenues</b>						
Transfer From Fund 239	\$ -	600,000	#3	\$ 600,000	600,000	600,000
<b>Total Tamarac Village Fund Revenues</b>	<b>\$ -</b>	<b>\$ 600,000</b>		<b>\$ -</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>
<b>Expenditures</b>						
2011 Line of Credit	\$ -	600,000	#3	\$ 600,000	600,000	600,000
<b>Total Tamarac Village Fund Expenditures</b>	<b>\$ -</b>	<b>\$ 600,000</b>		<b>\$ -</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>

CITY OF TAMARAC, FLORIDA  
FY 2013 BUDGET  
ATTACHMENT TO TEMPORARY ORDINANCE 2273

ATTACHMENT A

FUND	FY 2013 BUDGET ORDINANCE TO 2273	BA #1 INCREASE	Reference - Exhibit B	BA #1 (DECREASE)	AMENDED BUDGET #1	BA #1 NET CHANGE
<b>Stormwater Management Fund</b>						
<b>Revenues</b>						
Stormwater Drainage Fees	\$ 5,386,859				\$ 5,386,859	-
Investment Income & Misc Rev	60,000				60,000	-
<b>Total Stormwater Management Revenues</b>	<b>\$ 5,446,859</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 5,446,859</b>	<b>\$ -</b>
<b>Expenses</b>						
Personal Services	\$ 1,710,534				\$ 1,710,534	-
Operating Expenses	1,961,746				1,961,746	-
Capital Outlay	172,620				172,620	-
Other Uses	400,000				400,000	-
Debt Service	399,400				399,400	-
Contingency	802,559				802,559	-
<b>Total Stormwater Management Expenditures</b>	<b>\$ 5,446,859</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 5,446,859</b>	<b>\$ -</b>
<b>Stormwater Capital Project</b>						
<b>Revenues</b>						
Interfund Transfers	\$ 400,000				\$ 400,000	-
<b>Total Stormwater Capital Project Fund Revenues</b>	<b>\$ 400,000</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 400,000</b>	<b>\$ -</b>
<b>Expenditures</b>						
Capital Outlay	\$ 400,000				\$ 400,000	-
<b>Total Stormwater Capital Project Fund Expenditures</b>	<b>\$ 400,000</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 400,000</b>	<b>\$ -</b>
<b>Utilities Fund</b>						
<b>Revenues</b>						
Charges for Services	\$ 22,670,846				\$ 22,670,846	-
Interest Income	8,500				8,500	-
Miscellaneous	70,000				70,000	-
Interfund Transfers	2,650,000				2,650,000	-
Intergovernmental Revenue	-	36,725	12/12/12 F		36,725	36,725
<b>Total Utilities Fund Revenues</b>	<b>\$ 25,399,346</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 25,436,071</b>	<b>\$ 36,725</b>
<b>Expenses</b>						
Personal Services	\$ 5,609,923				\$ 5,609,923	-
Operating Expenses	12,515,695	36,725	12/12/12 F		12,552,420	36,725
Capital Outlay	3,019,200				3,019,200	-
Other Uses	2,375,000				2,375,000	-
Debt Service	904,400				904,400	-
Contingency	821,028				821,028	-
Reserves	154,100				154,100	-
<b>Total Utilities Fund Expenses</b>	<b>\$ 25,399,346</b>	<b>\$ 36,725</b>		<b>\$ -</b>	<b>\$ 25,436,071</b>	<b>\$ 36,725</b>
<b>Health Insurance Fund</b>						
<b>Revenues</b>						
Charges for Services	\$ -	\$ 4,105,259	#7		\$ 4,105,259	4,105,259
<b>Total Health Insurance Fund Revenues</b>	<b>\$ -</b>	<b>\$ 4,105,259</b>		<b>\$ -</b>	<b>\$ 4,105,259</b>	<b>\$ 4,105,259</b>
<b>Expenses</b>						
Operating Expenses	\$ -	\$ 3,947,931	#7		\$ 3,947,931	3,947,931
Contingency	-	157,328	#7		157,328	157,328
<b>Total Health Insurance Fund Expenses</b>	<b>\$ -</b>	<b>\$ 4,105,259</b>		<b>\$ -</b>	<b>\$ 4,105,259</b>	<b>\$ 4,105,259</b>
<b>Risk Management Fund</b>						
<b>Revenues</b>						
Charges for Services	\$ 1,259,300				\$ 1,259,300	-
Interest Income	50,000				50,000	-
Miscellaneous	15,000				15,000	-
Appropriation from Net Assets	1,354,585				1,354,585	-
<b>Total Risk Management Fund Revenues</b>	<b>\$ 2,678,885</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 2,678,885</b>	<b>\$ -</b>
<b>Expenses</b>						
Personal Services	\$ 374,108				\$ 374,108	-
Operating Expenses	2,054,777				2,054,777	-
Contingency	250,000				250,000	-
<b>Total Risk Management Fund Expenses</b>	<b>\$ 2,678,885</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 2,678,885</b>	<b>\$ -</b>
<b>Total FY12 Budget</b>	<b>\$ 111,461,250</b>				<b>\$ 132,676,923</b>	

FY 2013 BUDGET AMENDMENT #1			
BA#	Item	Summary of Adjustments	Dollar Amount
Approved 04/14/10			
A	Approval funding for FY 12 - FY 13 SHIP Funds - Temporary Resolution 11770 - Project GT13E		
		Increase grant revenues and expenditures	23,704
Approved 06/13/12			
B	Approved Temporary Resolution 12213 - Acceptance of Grant Award from the National Park Service through Florida Department of Environmental Protection for Mainlands Park - Project PW11A		
		Increase grant revenues and expenditures	200,000
		Increase appropriation from fund balance and expenditure - Match	323,030
Approved 09/12/12			
C	Approval of grant funding from the US Department of Homeland Security through Florida Department of Emergency Management for CERT (Community Emergency Response Team) program - Temporary Resolution #12240		
		Increase grant revenues and expenditures	8,164
Approved 10/24/12			
D	Approved Temporary Resolution 12233 - Acceptance of Grant Award from Florida Division of Emergency Management for Residential Construction Mitigation Program - Project GT13D		
		Increase grant revenues and expenditures	100,000
Approved 11/28/12			
E	Approved Temporary Resolution 12258 - Increase funds for agreement with JMW Construction Corp. for the design/build of the Sport Complex Press Box Project - Project GP12E		
		Increase appropriation from fund balance and expenditures	22,450
Approved 12/12/12			
F	Approved Temporary Resolution 12273 - Acceptance of Grant Award from South Florida Water Management District for Water Saving Incentive Grant Program - Project GT13H		
		Increase grant revenues and expenditures	36,725
Approved 12/12/12			
G	Approved Temporary Resolution 12283 - Increase funds for the Swimming Pool Management Services of the Caporella Aquatic Center		
		Increase expenditures	39,839
		Decrease:	
		Non-Departmental - contingency	(39,839)
Approved 1/23/13			
H	Approved Temporary Resolution 12298 - Approval of Change Order No. 1 to the agreement with RCU for the replacement of the roof at the Colony West Clubhouse building - Project PW12D		
		Increase appropriation from fund balance and expenditures	25,000
Approved 2/27/13			
I	Approved Temporary Resolution 12306 - Acceptance of Broward County Tree Preservation Committee Grant		
		Increase grant revenues and expenditures	57,613
<b>SUBTOTAL ITEMS PREVIOUSLY APPROVED BY CITY COMMISSION AT THE ABOVE INDICATED MEETINGS</b>			<b>\$ 796,686</b>
#1	<b>Encumbrance Roll</b>		
	<b>General Fund:</b>		
		Increase appropriation from fund balance and expenditures	
		City Manager Department	25,428
		City Attorney	1,500
		City Clerk	10,003
		Public Services	80,864
		Parks and Recreation	28,898
		Information Technology	2,159
		Decrease Non-Departmental - contingency	(109,000)
		<b>Capital Equipment Fund:</b>	
		Increase appropriation from fund balance and expenditures	12,918
#2	<b>Information Technology - Increase funds for NovusAGENDA Video Services</b>		
		Increase expenditure	17,375
		Decrease:	
		Non-Departmental - contingency	(17,375)
#3	<b>Appropriate funds to support remaining amount of interest payments and refund the interest paid to date for the Line of Credit Facility for land acquisition</b>		
		Increase transfer in Fund 380 and interest expenditure	600,000
		Increase appropriation from fund balance and transfer out Fund 239	600,000
#4	<b>Personnel Adjustments</b>		
		Commission Department - Increase for wages for reinstated Commissioner	153,770
		Building Department - Add a Will-Call Inspector position to the department authorized positions	-

<b>FY 2013 BUDGET AMENDMENT #1</b>			
<b>BA#</b>	<b>Item</b>	<b>Summary of Adjustments</b>	<b>Dollar Amount</b>
		Human Resources - Increase for new position HR Support Specialist I - PT/Temp	24,515
		Information Technology - Reclassification of System and Network Manager position to Assistant Director of Information Technology	2,680
		<b>Decrease:</b>	
		Non-Departmental - contingency	(180,965)
	<b>#5</b>	<b>Capital Projects</b>	
		Increase appropriation from fund balance and expenditure - Project GP10B -MPC Kalwall R&R	16,831
		Increase appropriation from fund balance and expenditure - Project GP13C -Bikeways Path Woodland North	44,127
	<b>#6</b>	<b>Debt Service Fund</b>	
		Increase revenue and expenditure - 2005 Capital Improvement Revenue Bond, Series 2005	15,000,000
	<b>#7</b>	<b>Health Insurance</b>	
		Increase revenue and expenditure - A new Internal Service Fund 502 for health insurance is created to account for cost of health insurance	4,105,259
		<b>Total Budget Changes</b>	<b>\$ 21,215,673</b>
		<b>Total Ordinance</b>	<b>\$ 21,215,673</b>
		<b>Difference</b>	<b>\$ -</b>





## Title - TR12322 Capital Improvement Refunding Revenue Bonds, Series 2013

Item No. 6 (e) on the Consent Agenda. (TR12322) A Resolution of the City Commission of the City of Tamarac, Florida authorizing the issuance of not to exceed \$16,000,000 in aggregate principal amount of City of Tamarac, Florida Capital Improvement Refunding Revenue Bonds, Series 2013 for the purpose of advance refunding all or a portion of the City's outstanding Capital Improvement Revenue Bonds, Series 2005; covenanting to Budget and appropriate legally available non-ad valorem revenues to provide for the payment thereof; making certain covenants and agreements for the benefit of the owners of such Bonds; authorizing certain Officials and Employees of the City to take all actions required in connection with the Sale, Issuance, and Delivery of such Bonds; taking certain other actions with respect to such Bonds; authorizing and approving the negotiated sale of such Bonds to the Underwriters named herein subject to the Terms and Conditions contained herein; approving the form and authorizing the distribution of a Preliminary Official Statement and Execution and delivery of a Final Official Statement; authorizing certain Officials to deem final the Preliminary Official Statement for purposes of Securities and Exchange Commission rule 15c2-12; approving the form and authorizing the Execution and Delivery of a Bond Purchase Agreement; appointing the paying agent and registrar; approving the form and authorizing the execution and delivery of an Escrow Deposit Agreement; approving the form and authorizing the execution and delivery of a disclosure dissemination Agent Agreement; appointing the Escrow holder; providing certain other matters relating to the Series 2013 Bonds; providing for conflicts; providing for severability; and providing for an effective date. - **Financial Services Director Mark Mason**

### ATTACHMENTS:

Name:

Description:

 [CM-TR 12322 Cap Imprv Revenue Refunding, Series 2013 - 04 08 13.pdf](#)

TR12322 - MEMO

 [TR12322 Bond Resolution \(00737960-11\).doc](#)

TR12322 Bond Resolution

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM**  
**FINANCE DEPARTMENT**  
**ADMINISTRATION DIVISION**

**TO: Michael C. Cernech**  
**City Manager**

**DATE: April 2, 2013**

**FROM: Mark C. Mason, Director of**  
**Financial Services**



**RE: TR # 12322 Capital**  
**Improvement Refunding**  
**Revenue Bonds, Series 2013**

---

**Recommendation:**

I recommend approval of TR 12322 issuing a bond in the amount of not to exceed \$16,000,000.

**Issue:**

Temporary Resolution # 12322, Capital Improvement Refunding Revenue Bonds, Series 2013 advance refunds the Capital Improvement Revenue Bonds, Series 2005.

**Background:**

In November 2005, \$15,000,000 in Capital Improvement Revenue Bonds was issued for the purpose of funding various Parks and Recreation and Public Safety Capital Improvements. The credit for the bond is Non Ad Valorem Revenues (Covenant to Budget and Appropriate (CB&A) and the term of the bonds was 2006 through October 1, 2030 or 25 years.

In December 2012, through an ongoing review of the City's outstanding bonds, existing market conditions indicated that the Series 2005 bonds could be refunded to capture savings over the life of the bonds. Staff in conjunction with the City's Financial Advisor reviewed various approaches and alternative structures of the debt to maximize the potential savings on the refunding while offsetting near term impacts. As a result of the review and the potential savings to be gained, the City:

- Issued an RFP for underwriters on February 11, 2013
- Received twelve responses
- In conjunction with the City's Financial Advisor, we thoroughly reviewed the proposals and selected RBC Capital Markets as the Senior Managing Underwriter and Bank of America Merrill Lynch as a Co-Manager
- Also, US Bank has been awarded as the Escrow, Paying Agent and Registrar following a mini-RFP through the City's Financial Advisor.

Based upon this analysis, it was clear that an advance refunding (three non-callable years and remaining 15 years) with a shortening of the debt service period should be pursued since it afforded the greatest savings over a simple refunding over the same term. In addition, with the reduction of the value of bonds that can be considered as bank qualified debt (from \$20 million to \$10 million) a negotiated sale of the bonds in bond market was the only method available for the bond issuance. Overall, bond issuance costs are estimated to not exceed \$180,000 with the likelihood that it will be less.

Since the bond resolutions are adopted prior to the actual pricing of bonds and, more specifically when a refunding is involved delegation parameters are added to the resolution to determine the timing of entering the market for the greatest savings. Following are the delegation parameters to determine the timing for the sale of the bonds:

- the par amount of the Bonds is not in excess of \$16,000,000,
- the final maturity of the Bonds is not later than October 1, 2030,
- the underwriting discount is not greater than 0.60% of the original principal amount of the Bonds, and
- the net present value debt service savings of not less than 5.00% of the par amount of the Refunded Bonds.

In December 2012, the estimated net present value savings exceeded the target of 5%. As recent as March 11, 2013, the estimated net present value savings was at 5.67% with a final maturity of 2028. Since then, the market has backed up sufficiently to provide a current estimated net present value savings at 3.69% or \$507,269 on a refunding through 2028. Although the savings is less than 5%, it is possible that the municipal market may reverse sufficiently following the April 15 tax filing date. In addition, staff has evaluated an alternative final maturity of 2027 which is at 4.91% or \$675,408 net present value savings. If the savings persists at less than 5% the City will not issue the bonds and look to the future for potentially refunding the 2005 bonds.

### **Fiscal Impact:**

It is anticipated that the refunding will yield savings over the life of the bond between \$1.2 and \$1.7 million with a net present value savings of approximately \$750,000 at 5% based upon expectations the market will stabilize sufficiently for sale of the bonds. Although savings occur between 2013 and 2018, the majority of the savings occurs at the end of the period by shortening the bond term to either 2027 or 2028.

In the event the deal does not occur, the City will have partial Bond Counsel, Disclosure Counsel, and Financial Advisor fees in the amount of approximately \$47,000 as well as potential rating agency fees, amount to be determined, for rating the bond issue.

C: Christine Cajuste, Controller

**CITY OF TAMARAC, FLORIDA**  
**RESOLUTION NO. R-2013-\_\_\_\_\_**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$16,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF TAMARAC, FLORIDA CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2013 FOR THE PURPOSE OF ADVANCE REFUNDING ALL OR A PORTION OF THE CITY'S OUTSTANDING CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2005; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PROVIDE FOR THE PAYMENT THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE OWNERS OF SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH BONDS; TAKING CERTAIN OTHER ACTIONS WITH RESPECT TO SUCH BONDS; AUTHORIZING AND APPROVING THE NEGOTIATED SALE OF SUCH BONDS TO THE UNDERWRITERS NAMED HEREIN SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN; APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; AUTHORIZING CERTAIN OFFICIALS TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT FOR PURPOSES OF SECURITIES AND EXCHANGE COMMISSION RULE 15C2-12; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; APPOINTING THE PAYING AGENT AND REGISTRAR; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DISCLOSURE DISSEMINATION AGENT AGREEMENT; APPOINTING THE ESCROW HOLDER; PROVIDING CERTAIN OTHER MATTERS RELATING TO THE SERIES 2013 BONDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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#### LIST OF EXHIBITS

EXHIBIT A – FORM OF PURCHASE CONTRACT

EXHIBIT B – FORM OF ESCROW AGREEMENT

EXHIBIT C – FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

EXHIBIT D – FORM OF PRELIMINARY OFFICIAL STATEMENT

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

**ARTICLE I  
GENERAL**

**SECTION 1.01.      DEFINITIONS.** When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Act" shall mean the Constitution of the State of Florida, Chapter 166, Florida Statutes, as amended, the municipal charter of the Issuer, and other applicable provisions of law.

"Amortization Installment" shall mean an amount designated as such by the Issuer pursuant to the terms of Section 2.02 hereof and established with respect to any Term Bonds.

"Annual Debt Service" shall mean, with respect to any Bond Year, the aggregate amount of (1) all interest required to be paid on the Outstanding Bonds during such Bond Year, except to the extent that such interest is to be paid from deposits in the Interest Account made from Bond proceeds, (2) all principal of Outstanding Serial Bonds maturing in such Bond Year, and (3) all Amortization Installments designated as provided herein with respect to such Bond Year.

"Authorized Issuer Officer" shall mean any person authorized by this Resolution to perform such act or sign such document.

"Blanket Letter" shall mean the Blanket Issuer Letter of Representation delivered by the Issuer on August 22, 1997, and received and accepted by The Depository Trust Company ("DTC") in order to induce DTC to act as securities depository for the Bonds.

"Bond Amortization Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.03 hereof.

"Bond Counsel" shall mean any 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.

"Bond Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, unless otherwise provided by Supplemental Resolution.

"Bondholder" or "Holder" or "holder" or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"Bonds" shall mean the City of Tamarac, Florida Capital Improvement Refunding Revenue Bonds, Series 2013 issued pursuant to this Resolution.

"City Attorney" shall mean the City Attorney or any Assistant City Attorney of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"City Clerk" shall mean the City Clerk of the Issuer, or any deputy City Clerk of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"City Commission" shall mean the City Commission of the Issuer or the board or body succeeding to its principal functions.

"City Manager" shall mean the City Manager of the Issuer, or any deputy City Manager of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations and rules thereunder in effect or proposed.

"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" shall mean the City of Tamarac Capital Improvement Refunding Revenue Bonds Series 2013 Debt Service Fund established pursuant to Section 4.03 hereof.

"Defeasance Securities" means:

- (1) Cash;
- (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGs");
- (3) Direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities;
- (4) The interest component of Resolution Funding Corp. ("REFCORP") strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable;
- (5) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P. If however, the issue is only rated by S&P (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rate pre-refunded municipals to satisfy this condition.
- (6) Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.
  - a. U.S. Export-Import Bank (Eximbank)  
Direct obligations or fully guaranteed certificates of beneficial ownership
  - b. Farmers Home Administration (FmHA)  
Certificates of beneficial ownership
  - c. Federal Financing Bank
  - d. General Services Administration  
Participation certificates
  - e. U.S. Maritime Administration  
Guaranteed Title XI financing

- f. U.S. Department of Housing and Urban Development (HUD)  
Project Notes  
Local Authority Bonds  
New Communities Debentures – U.S. government guaranteed debentures  
U.S. Public Housing Notes and Bonds – U.S. government guaranteed  
public housing notes and bonds

"Director of Financial Services" shall mean to Director of Financial Services of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Escrow Holder" shall mean the escrow holder for the Refunded Bonds appointed pursuant to Section 8.05 hereof and its successors or assigns.

"Financial Advisor" shall mean Larson Consulting Services, LLC or such other financial advisor as may be duly appointed by the Issuer.

"Fiscal Year" shall mean 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 Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.03 hereof.

"Interest Date" shall be such date or dates for the payment of interest on the Bonds as shall be provided for herein.

"Issuer" or "City" shall mean City of Tamarac, Florida, a body politic and corporate, organized and existing under the laws of the State of Florida, including the Act.

"Maximum Annual Debt Service" shall mean the maximum Annual Debt Service to come due during any Bond Year of the Issuer on the Outstanding Bonds.

"Mayor" shall mean the Mayor of the Issuer, or in his or her absence, the Vice Mayor of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Non-Ad Valorem Revenues" shall mean 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.

"Outstanding" when used with reference to Bonds and as of any particular date, shall describe all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which another Bond or other Bonds have been issued under an agreement to replace lost, mutilated or destroyed Bonds, (2) any Bond surrendered by the Holder thereof in exchange for another Bond or other Bonds under Sections 2.06 and 2.08 hereof, and (3) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity, and (4) Bonds deemed paid in accordance with Section 8.01 hereof.

"Paying Agent" shall mean the paying agent for Bonds appointed by or pursuant to Section 8.04 hereof and its successors or assigns, and any other Person which may at any time be substituted in its place pursuant to this Resolution.

"Permitted Investments" shall mean any legal investment under the laws of the State and the investment policy of the Issuer.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Pledged Funds" shall mean (1) Non-Ad Valorem Revenues budgeted and appropriated by the Issuer in accordance with Section 4.02 hereof and deposited into the Debt Service Fund, and (2) until applied in accordance with the provisions of this Resolution, all moneys, including the investments thereof, in the funds and accounts established hereunder, with the exception of the Rebate Fund.

"Principal Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.03 hereof.

"Purchase Contract" shall mean the Bond Purchase Agreement, the form of which is attached hereto as Exhibit "A" and approved pursuant to Section 2.11 hereof.

"Rebate Amount" means the excess of the future value, as of a computation date, of all receipts on nonpurpose investments (as defined in Section 1.148-1(b) of the Income Tax Regulations) over the future value, as of that date, of all payments on nonpurpose investments, all as provided by regulations under the Code implementing Section 148 thereof.

"Rebate Fund" shall mean the City of Tamarac Capital Improvement Refunding Revenue Bonds Series 2013 Rebate Fund established pursuant to Section 5.05 hereof.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Refunded Bonds" shall mean all or a portion of the Issuer's Capital Improvement Revenue Bonds, Series 2005, originally issued in the aggregate principal amount of \$15,000,000 pursuant to Resolution No. R-2005-218, as supplemented by Resolution No. R-2005-219, both adopted by the City Commission on November 23, 2005.

"Registrar" shall mean the registrar for the Bonds appointed by or pursuant to Section 8.04 hereof and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to this Resolution.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

"Serial Bonds" shall mean all of the Bonds other than the Term Bonds.

"State" shall mean the State of Florida.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution adopted and becoming effective in accordance with the terms of Sections 7.01 and 7.02 hereof.

"Term Bonds" shall mean those Bonds which shall be designated as Term Bonds hereby and which are subject to mandatory redemption by Amortization Installments.

"Underwriters" shall mean RBC Capital Markets and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms, shall refer to this Resolution; the term heretofore shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

**SECTION 1.02. AUTHORITY FOR RESOLUTION.** This Resolution is adopted pursuant to the provisions of the Act.

**SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT.** In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold

the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Owners of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of said Bonds. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

**SECTION 1.04. FINDINGS.** It is hereby ascertained, determined and declared:

(1) That the Issuer deems it necessary, desirable and in the best interests of the Issuer and its citizens and to serve a paramount public purpose to refund the Refunded Bonds for net present value debt service savings and to shorten the maturity of the Issuer's debt.

(2) That the Issuer is authorized under the Act to advance refund the Refunded Bonds, and to deposit a portion of the proceeds of the Bonds, together with certain other legally available funds of the Issuer, if any, in irrevocable escrow to provide for the payment when due of the principal of, premium, if any, and interest on the Refunded Bonds, and to invest a portion of the proceeds of such Bonds pending their application to pay the costs of the advance refunding of the Refunded Bonds.

(3) That the estimated Non-Ad Valorem Revenues, after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying any funding requirements for essential governmental services of the Issuer which are not funded by ad valorem taxation, will be sufficient to pay the principal of and interest on the Bonds, as the same become due, and to make all other payments provided for in this Resolution.

(4) That the principal of and interest on the Bonds and all other payments provided for in this Resolution will be paid solely from the Pledged Funds; and the ad valorem taxing power of the Issuer will never be necessary to pay the principal of and interest on the Bonds and, except as otherwise provided herein, the Bonds shall not constitute a lien upon any property of the Issuer.

(5) That due to the willingness of the Underwriters to purchase the Bonds at interest rates favorable to the Issuer and the critical importance of timing of the sale of the Bonds, it is hereby determined that it is in the best interest of the public and the Issuer to sell the Bonds at a negotiated sale upon meeting the terms and conditions contained herein and in the Purchase Contract.

(6) That the Issuer expects to receive an offer from the Underwriters to purchase the Bonds, subject to the terms and conditions contained in the Resolution, herein and set forth in the Purchase Contract.

(7) That the Issuer desires to sell the Bonds subject to the terms and conditions contained herein and set forth in the Purchase Contract, and authorize execution and distribution of the Official Statement in connection with the issuance of the Bonds.

(8) That prior to the execution of the Purchase Contract the Issuer will be provided all applicable disclosure information required by Section 218.385, Florida Statutes, a copy of which is attached to or otherwise included as part of the Purchase Contract.

**SECTION 1.05. THE REFUNDING.** The Issuer does hereby authorize the advance refunding of the Refunded Bonds.

## **ARTICLE II AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS**

**SECTION 2.01. AUTHORIZATION OF BONDS.** This Resolution authorizes an issue of Bonds of the Issuer to be designated as "City of Tamarac, Florida, Capital Improvement Refunding Revenue Bonds, Series 2013" in an aggregate principal amount of not to exceed \$16,000,000 for the purpose of advance refunding the Refunded Bonds, and paying certain costs of issuance incurred with respect thereto; provided the Issuer may change such Series designation in the event that the Bonds are not issued in calendar year 2013.

The Bonds may, if and when authorized by the Issuer pursuant to this Resolution, be issued with such further appropriate particular designations added to or incorporated in such title for the Bonds as the Issuer may determine.

The Bonds shall bear interest at such rate or rates not exceeding the maximum rate permitted by law; and shall be payable in lawful money of the United States of America on such dates; all as determined hereunder.

The Bonds shall be issued in denominations of \$5,000 or integral multiples thereof, in such form, whether coupon or registered; shall be dated such date; shall bear such numbers; shall be payable at such place or places; shall contain such redemption provisions; shall have such Paying Agent and Registrar; and shall mature in such years and amounts; all as determined hereunder.

The Bonds shall be issued under and secured by this Resolution and shall be executed and delivered in the manner as set forth in this Resolution, with such additional changes and

insertions therein as conform to the provisions of the Purchase Contract, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers.

**SECTION 2.02. DESCRIPTION OF BONDS.** (1) The Bonds shall be issued as fully registered Bonds; shall be numbered consecutively from one upward in order of maturity preceded by the letter "R"; shall bear interest at a rate or rates not exceeding the maximum rate allowed by Florida law, payable in such manner and on such dates; shall consist of such amounts of Serial Bonds and Term Bonds; maturing in such amounts or Amortization Installments and in such years; shall be payable in such place or places; shall have such Paying Agent and Registrar; and shall contain such redemption provisions; all as hereinafter described.

(2) The principal of or Redemption Price, if applicable, on the Bonds are payable upon presentation and surrender of the Bonds at the designated office of the Paying Agent. Interest payable on any such Bond on any Interest Date will be paid by check or draft of the Paying Agent to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Date, or, unless otherwise provided by Supplemental Resolution, at the option of the Paying Agent, and at the request and expense of such Holder, by bank wire transfer for the account of such Holder. In the event the interest payable on any such Bond is not punctually paid or duly provided for by the Issuer on such Interest Date, such defaulted interest will be paid to the Holder in whose name such Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Holder, not less than ten days preceding such special record date. All payments of principal of or Redemption Price, if applicable, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(3) The Issuer hereby delegates to the Mayor or his or her designee the authority (a) to determine (i) the dated date, (ii) the maturity dates and amounts, (iii) the interest rates and payment dates, (iv) the redemption features, (v) the Amortization Installments for the Term Bonds, if any, (vi) the delivery date, and (vii) all other details of the Bonds; and (b) to take such further action as shall be required for carrying out the purposes of this Resolution, all with respect to the Bonds; and (c) to execute and deliver, on behalf of the Issuer, the Purchase Contract as provided in Section 2.11 hereof; provided, however, that the Mayor or his or her designee shall not take any action pursuant to this Section 2.02 unless the Mayor or his or her designee shall have received an offer from the Underwriters to purchase the Bonds and such information as the Mayor or his or her designee shall deem necessary in order to demonstrate that (i) the par amount of the Bonds is not in excess of \$16,000,000, (ii) the final maturity of the Bonds is not later than October 1, 2030, (iii) the underwriting discount is not greater than 0.60% of the original principal amount of the Bonds, and (iv) net present value debt service savings of not less than 5.00% of the par amount of the Refunded Bonds.

(4) All actions of the Mayor or his or her designee taken pursuant to the authority contained in Section 2.02(3) above shall be evidenced by the execution of the Purchase Contract by the Mayor or his or her designee, which shall constitute complete evidence of the actions of the Mayor or his or her designee in accordance with this Section and shall constitute official action of the Issuer.

**SECTION 2.03. APPLICATION OF BOND PROCEEDS.** Except as otherwise provided by Supplemental Resolution, the proceeds derived from the sale of the Bonds, including accrued interest and premium, if any, together with legally available funds of the Issuer, if any, shall, simultaneously with the delivery of the Bonds to the purchaser or purchasers thereof, be applied by the Issuer as follows:

(1) Accrued interest, if any, shall be deposited in the Interest Account and shall be used only for the purpose of paying the interest which shall thereafter become due on the Bonds.

(2) An amount which, together with other legally available funds of the Issuer, if any, is equal to the principal of, premium, if any, and interest on the Refunded Bonds when due in accordance with the schedules to be attached to an escrow deposit agreement, the form of which is to be approved herein, shall be transferred to the Escrow Holder for deposit into the escrow deposit trust fund created and established pursuant to the Escrow Agreement (as defined in Section 8.05 hereof) and shall be used and applied pursuant to and in the manner described in such Escrow Agreement to pay principal, premium, if any, and interest on the Refunded Bonds.

(3) The balance of the proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds.

**SECTION 2.04. EXECUTION OF BONDS.** The Bonds shall be signed by, or bear the facsimile signature of the Mayor and the City Manager, shall be attested by or bear the facsimile signature of the City Clerk and shall be approved as to form by the manual or facsimile signature of the City Attorney. The official seal of the Issuer shall be imprinted on each Bond. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although, at the date of such Bond, 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 Bonds shall be actually sold and delivered.

**SECTION 2.05.      AUTHENTICATION.** No Bond shall be secured hereunder or be entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.11 hereof.

**SECTION 2.06.      TEMPORARY BONDS.** Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 2.04 hereof, and deliver, upon authentication by the Registrar pursuant to Section 2.05 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by Supplemental Resolution, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Registrar.

**SECTION 2.07.      BONDS MUTILATED, DESTROYED, STOLEN OR LOST.** In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of such Holder's ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered or otherwise substituted shall be canceled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or

cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.07 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Funds to the same extent as all other Bonds issued hereunder.

**SECTION 2.08.      TRANSFER.** Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or such Holder's attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the commercial laws and the Uniform Commercial Code of the State, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall maintain and keep, at the office of the Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by such Holder's attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or such Holder's duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon such Holder's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to the Bonds, forthwith (A) following the fifteenth day prior to an Interest Date; (B) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds; and (C) at any

other time as reasonably requested by the Paying Agent, shall certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check or draft to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and the Registrar shall authenticate and deliver such Bonds in accordance with the provisions of this Resolution. Execution of Bonds in the same manner as is provided in Section 2.04 hereof for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Bonds. All Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the Issuer to be canceled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds during the fifteen days next preceding an Interest Date on the Bonds, or, in the case of any proposed redemption of Bonds, then during the fifteen days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

**SECTION 2.09.      BOOK ENTRY.** A blanket issuer letter of representations dated August 22, 1997 (the "Blanket Letter") was entered into by the Issuer with The Depository Trust Company ("DTC"). It is intended that the Bonds be registered so as to participate in a global book-entry system with DTC as set forth herein and in such Blanket Letter. The terms and conditions of such Blanket Letter shall govern the registration of the Bonds. The Bonds shall be initially issued in the form of a single fully registered Bond for each maturity. Upon initial issuance, the ownership of such Bonds shall be registered by the Registrar in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. So long as any Bond is registered in the name of DTC (or its nominee), the Issuer, the Registrar and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive holder of such Bonds registered in its name, and all payments with respect to the principal or redemption price of, if any, and interest on such Bond ("Payments") and all notices with respect to such Bond ("Notices") shall be made or given, as the case may be, to DTC. Transfers of Payments and delivery of Notices to DTC Participants shall be the responsibility of DTC and not of the Issuer, subject to any statutory and regulatory requirements as may be in effect from time to time. Transfers of Payments and delivery of Notices to beneficial owners of the Bonds by DTC Participants shall be the responsibility of such participants, indirect participants and other nominees of such beneficial owners and not of the Issuer, subject to any statutory and regulatory requirements as may be in effect from time to time.

Upon (I) (a) receipt by the Issuer of written notice from DTC (i) to the effect that a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, (b) termination, for any reason, of the agreement among the Issuer, the Registrar and Paying Agent and DTC evidenced by the Blanket Letter, or (c) determination by the Issuer that such book-entry only system should be discontinued by the Issuer, and (II) compliance with the requirements of any agreement between the Issuer and DTC with respect thereto, the Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders shall designate, in accordance with the provisions hereof. In such event, the Issuer shall issue and the Registrar shall authenticate, transfer and exchange Bonds consistent with the terms hereof, in denominations of \$5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Letter shall apply to the registration and transfer of the Bonds and to Payments and Notices with respect thereto.

**SECTION 2.10. FORM OF PURCHASE CONTRACT.** Subject to the terms and conditions of Section 2.02 hereof, the Bonds may be sold in a negotiated sale to the Underwriters upon the terms and conditions set forth in this Resolution and in the Purchase Contract which is attached hereto as Exhibit "A" and incorporated by reference. The form of the Purchase Contract is hereby approved by the Issuer (such approval indicating the recognition of the Issuer that the conditions precedent in the Purchase Contract and Section 2.02 hereof have been met or will be met prior to the delivery of the Bonds). Upon satisfaction of the conditions contained in this Resolution, including Section 2.02 hereof, the Purchase Contract shall be executed and delivered by the Mayor and the City Manager, shall be attested by the City Clerk and shall be approved as to form by the manual signature of the City Attorney in substantially the form attached hereto as Exhibit "A" (with such changes and filling of blanks as shall be approved by the Mayor and the City Manager). All of the provisions of the Purchase Contract, when executed and delivered by the Issuer as authorized herein shall be deemed to be part of this instrument as fully and to the same extent as if incorporated verbatim herein. The execution and delivery of the Purchase Contract to be conclusive evidence of the approval thereof.

**SECTION 2.11. FORM OF BONDS.** The text of the Bonds shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Mayor prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

No. R- \_\_\_\_\_

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA**  
**STATE OF FLORIDA**  
**COUNTY OF BROWARD**  
**CITY OF TAMARAC, FLORIDA**  
**CAPITAL IMPROVEMENT REFUNDING REVENUE BOND,**  
**SERIES 2013**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____ %	_____/ ____	_____, 2013	_____

Registered Holder:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that City of Tamarac, Florida, a body politic and corporate organized and existing under the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on October 1 and April 1 of each year commencing \_\_\_\_\_ 1, 2013 until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

The principal of and redemption premium, if applicable, on this Bond is payable upon presentation and surrender of this Bond at the designated office of U.S. Bank National Association, Orlando, Florida, as Paying Agent. Interest payable on this Bond on any interest date will be paid by check or draft of the Paying Agent to the Registered Holder in whose name this Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date, or, at the option of the Paying Agent, and at the request and expense of such Registered Holder, by bank wire transfer for the account of such Registered Holder. In the event the interest payable on this Bond is not punctually paid or duly provided for by the Issuer on such interest payment date, such defaulted interest will be paid to the Registered Holder in whose name this Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Registered Holder, not less

than ten days preceding such special record date. All payments of principal of and redemption premium, if applicable, and interest on this Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued for the purpose of refunding all [a portion] of the Issuer's Capital Improvement Revenue Bonds, Series 2005, under the authority of and in full compliance with Chapter 166, Florida Statutes, the Constitution of the State of Florida, the municipal charter of the Issuer and other applicable provisions of law (the "Act"), and Resolution No. R-2013-\_\_\_\_ duly adopted by the City Commission of the Issuer on \_\_\_\_\_, 2013, as may be amended and supplemented from time to time (the "Resolution"), and is subject to the terms and conditions of the Resolution. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Resolution.

The Bonds and the interest thereon are payable solely from and secured by an irrevocable pledge of the Pledged Funds. Pledged Funds consist of (1) Non-Ad Valorem Revenues budgeted and appropriated by the Issuer in accordance with Section 4.02 of the Resolution and deposited into the Debt Service Fund, and (2) until applied in accordance with the provisions of the Resolution, all moneys, including the investments thereof, in the funds and accounts established under the Resolution, with the exception of the Rebate Fund. The Issuer has covenanted and has agreed to appropriate in its annual budget for each Fiscal Year sufficient amount of Non-Ad Valorem Revenues for the payment of principal of and interest on the Bonds in each Fiscal Year, and to make certain other payments required by this Resolution, subject to the limitations described in this Resolution. Reference is made to this Resolution for more complete description of the security for the Bonds.

IT IS EXPRESSLY AGREED BY THE REGISTERED HOLDER OF THIS BOND THAT THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THIS BOND AND THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, TO THE PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THIS BOND, FOR PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE RESOLUTION, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE NON-AD VALOREM REVENUES. THIS BOND AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, BUT SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE PAYABLE SOLELY FROM, THE PLEDGED FUNDS.

This Bond is transferable in accordance with the terms of this Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the Registrar by the Registered Holder hereof in person or by such Holder's attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or such Holder's attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered Bonds in the denominations of \$5,000 and integral multiples thereof, not exceeding the aggregate principal amount of the Bonds maturing on the same date. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of the Bonds during the fifteen days next preceding an interest payment date, or in the case of any proposed redemption of the Bonds, then, during the fifteen days next preceding the date of the first mailing of notice of such redemption.

[INSERT REDEMPTION PROVISIONS]

Notice of redemption, unless waived, is to be given by the Registrar by mailing an official redemption notice by registered or certified mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owners of the Bonds to be redeemed at such Owners' addresses shown on the registration books maintained by the Registrar or at such other addresses as shall be furnished in writing by such Registered Owners to the Registrar; provided, however, that no defect in any such notice to any Registered Holder of Bonds to be redeemed nor failure to give such notice to any such Registered Holder nor failure of any such Registered Holder to receive such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Registered Owners of Bonds to be redeemed. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

Neither the members of the City Commission of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, said City of Tamarac, Florida, has issued this Bond and has by its City Commission caused the same to be signed by its Mayor and City Manager and to be attested by the signature of its City Clerk, and a facsimile of the official seal of the Issuer to be imprinted hereon, all as of the \_\_ day of \_\_\_\_\_, \_\_\_\_.

**CITY OF TAMARAC, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Beth Talabisco, Mayor

By: \_\_\_\_\_  
Michael C. Cernech, City Manager

ATTESTED:

\_\_\_\_\_  
Pat Teufel, City Clerk

Approved as to form:

\_\_\_\_\_  
Samuel S. Goren, City Attorney



CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

\_\_\_\_\_

**U.S. BANK NATIONAL ASSOCIATION,**  
Registrar

By: \_\_\_\_\_  
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

---

Insert Social Security or Other  
Identifying Number of Assignee

---

(Name and Address of Assignee)

---

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ as  
attorneys to register the transfer of the said Bond on the books kept for registration thereof with  
full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

---

NOTICE: Signature(s) must be guaranteed  
by a member firm of the New York Stock  
Exchange or a commercial bank or trust  
company.

---

NOTICE: The signature to this assignment must  
correspond with the name of the Registered  
Holder as it appears upon the face of the within  
Bond in every particular, without alteration or  
enlargement or any change whatever and the  
Social Security or other identifying number of such  
assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship  
and not as tenants in common

UNIF TRANS MIN ACT -- \_\_\_\_\_  
(Cust.)

Custodian for \_\_\_\_\_

under Uniform Transfer to Minors Act of \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the list above.

### ARTICLE III REDEMPTION OF BONDS

**SECTION 3.01. PRIVILEGE OF REDEMPTION.** The Bonds shall be subject to optional and/or mandatory redemption at the times and in the amounts provided by the Purchase Contract.

**SECTION 3.02. SELECTION OF BONDS TO BE REDEEMED.** The Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. The Issuer shall, at least sixty (60) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than forty-five (45) days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof. Notwithstanding the foregoing, in the event that less than the entire principal amount of a Term Bond is to be optionally redeemed, the Issuer shall determine how the principal amount of such refunded Term Bond is to be allocated to the Amortization Installments for the Term Bond and shall notify the Paying Agent and Registrar of such allocation.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

**SECTION 3.03. NOTICE OF REDEMPTION.** Unless waived by any Holder of Bonds to be redeemed, notice of any redemption made pursuant to this section shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by registered or certified mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each Holder of Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to this Section to any Holder of Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Owners of Bonds to be redeemed.

Every official notice of redemption shall be dated and shall state:

- (1) the redemption date,
- (2) the Redemption Price,
- (3) if less than all Outstanding Bonds are to be redeemed, the number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed,
- (4) that, on the redemption date, the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and
- (5) that such Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the designated office of the Registrar.

Prior to any redemption date, the Issuer shall deposit with the Registrar an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date.

The Issuer may provide that a notice of redemption may be contingent upon the occurrence of condition(s) and that if such condition(s) do not occur, the notice will be rescinded; provided notice of such rescission shall be mailed in the manner described herein to all Bondholders as soon as practicable after the Issuer has determined to rescind the redemption.

**SECTION 3.04. REDEMPTION OF PORTIONS OF BONDS.** Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to, the Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

**SECTION 3.05. PAYMENT OF REDEEMED BONDS.** Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the

Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Bonds which have been redeemed shall be canceled by the Registrar and shall not be reissued.

**ARTICLE IV  
SECURITY, SPECIAL FUNDS AND  
APPLICATION THEREOF**

**SECTION 4.01. BONDS NOT TO BE INDEBTEDNESS OF ISSUER.** THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE ISSUER AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE HEREUNDER, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY MONEYS OF THE ISSUER EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED HEREIN.

**SECTION 4.02. BONDS SECURED BY PLEDGE OF PLEDGED FUNDS.**

(1) The Issuer covenants and agrees to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year in which the Bonds remain Outstanding, sufficient amounts of Non-Ad Valorem Revenues into the Debt Service Fund for the payment of principal of and interest on the Bonds and to make certain other payments required hereunder in each such Fiscal Year. Such covenant and agreement on the part of the Issuer shall be cumulative and shall continue until all payments of principal of and interest on the Bonds shall have been budgeted, appropriated, deposited and actually paid. The Issuer agrees that this covenant and agreement shall be deemed to be entered into for the benefit of the Holders of the Bonds and that this obligation may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in affect until such monies are budgeted, appropriated and deposited as provided herein. Notwithstanding the foregoing or any provision of this Resolution to the contrary, the Issuer does not covenant to maintain or continue any activities, services or programs now maintained or provided by the Issuer, including those programs and services which generate user fees, regulatory fees or other Non-Ad Valorem Revenues. This covenant and agreement shall not be construed as a limitation on the ability of the Issuer to pledge all or a portion of such Non-Ad Valorem Revenues or to covenant to budget and appropriate Non-Ad Valorem Revenues for other legally permissible purposes. Nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by

the Issuer and no Holder of Bonds or other person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer for the payment of the Issuer's obligations hereunder or to maintain any activities, services or programs now maintained or provided by the Issuer, including those programs and services which generate user fees, regulatory fees or other Non-Ad Valorem Revenues.

However, this covenant to budget and appropriate in its annual budget for the purposes and in the manner stated herein has the effect of making available for the payment of the Bonds the Non-Ad Valorem Revenues of the Issuer in the manner provided herein and placing on the Issuer a positive duty to appropriate and budget, by amendment if necessary, and deposit amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 166.241, Florida Statutes, which make it unlawful for any municipality to expend moneys not appropriated and in excess of such municipality's current budgeted revenues. The obligation of the Issuer to make such payments from its Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues or a covenant to budget and appropriate Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments) and funding requirements for essential public purposes affecting health, welfare and safety of the inhabitants of the Issuer; however, such obligation is cumulative and would carry over from Fiscal Year to Fiscal Year. The Issuer has previously and, subject to Section 5.01 hereof, may hereafter provide a covenant to budget and appropriate Non-Ad Valorem Revenues as a source of security, and/or pledge one or more of such Non-Ad Valorem Revenues to provide for the payment of obligations (including debt obligations) incurred by the Issuer. No priority of payment among such obligations is established when a covenant to budget and appropriate Non-Ad Valorem Revenues is used as a source of security for the payment thereof.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues until such funds are deposited in the Debt Service Fund established pursuant to Section 4.03 hereof, nor does it preclude the Issuer from pledging in the future or covenanting to budget and appropriate 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 Holders of the Bonds a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. The payment of the debt service of all of the Bonds issued hereunder shall be secured forthwith equally and ratably by a pledge of and a lien upon the Pledged Funds, as now or hereafter constituted. The Issuer does hereby irrevocably pledge such Pledged Funds to the payment of the principal of and interest on the Bonds issued pursuant to this Resolution, and the Issuer does hereby irrevocably agree to the deposit of Non-Ad Valorem Revenues into the Debt Service Fund at the times provided of the sums required to secure to the Holders of the Bonds issued hereunder, and the payment of the principal of and interest thereon when due. The Pledged Funds shall immediately be subject to

the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

(2) Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues deposited by the Issuer in the Debt Service Fund and other amounts on deposit from time to time in the funds and accounts established pursuant to Section 4.03 hereof, plus any earnings thereon, shall be pledged to the repayment of the Bonds.

**SECTION 4.03. FUNDS AND ACCOUNTS.** The Issuer covenants and agrees to establish a separate fund to be known as the "City of Tamarac Capital Improvement Revenue Bonds Series 2013 Debt Service Fund" (the "Debt Service Fund"). The Issuer shall maintain in the Debt Service Fund three accounts: the "Interest Account," the "Principal Account," and the "Bond Amortization Account." Moneys in the aforementioned funds and accounts, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Owners and for the further security of the Owners.

**SECTION 4.04. FLOW OF FUNDS.**

(1) Pursuant to Section 4.02 hereof, Non-Ad Valorem Revenues shall be deposited or credited at least five (5) business days prior to the applicable due date, in the following manner:

(a) Interest Account. The Issuer shall deposit into or credit to the Interest Account the sum which, together with the balance in said Account, shall be equal to the interest on all outstanding Bonds accrued and unpaid and to accrue on such Interest Date. Moneys in the Interest Account shall be used to pay interest on the Bonds as and when the same become due, whether by redemption or otherwise, and for no other purpose.

(b) Principal Account. The Issuer shall deposit into or credit to the Principal Account the sum which, together with the balance in said Account, shall equal the portion of the principal on the Outstanding Bonds next due. Moneys in the Principal Account shall be used to pay the principal of the Bonds as and when the same shall mature, and for no other purpose.

(c) Bond Amortization Account. The Issuer shall deposit into or credit to the Bond Amortization Account the sum which, together with the balance in said Account, shall equal the portion of the Amortization Installments of all Bonds Outstanding next due. Moneys in the Bond Amortization Account shall be used to purchase or redeem Term Bonds in the manner herein provided, and for no other purpose. Payments to the Bond Amortization Account shall be on a parity with payments to the Principal Account.



(2) On the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Bonds, the Issuer shall withdraw from the appropriate account of the Debt Service Fund sufficient moneys to pay such principal or Redemption Price, if applicable, or interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

**SECTION 4.05. INVESTMENTS.** The Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in the Debt Service Fund may be invested and reinvested in Permitted Investments maturing not later than the date on which the moneys therein will be needed. Any and all income received by the Issuer from the investment of moneys in each account of the Interest Account, the Principal Account and the Bond Amortization Account shall be retained in such respective Fund or Account unless otherwise required by applicable law.

Nothing contained in this Resolution shall prevent any Permitted Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Permitted Investments shall be valued at cost.

**SECTION 4.06. SEPARATE ACCOUNTS.** The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single account, and funds allocated to the various funds and accounts 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 funds and accounts as herein provided.

The designation and establishment of the various funds and accounts 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 revenues as herein provided.

## ARTICLE V OTHER OBLIGATIONS AND COVENANTS OF ISSUER

### **SECTION 5.01. ANTI-DILUTION TEST.**

During such time as the Bonds are 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 Bonds and such 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.

For the purposes of the covenants contained in this Section 5.01, 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 5.01 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.

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 5.02. BOOKS AND RECORDS.** The Issuer shall keep proper books, records and accounts of the receipt of the Non-Ad Valorem Revenues in accordance with generally accepted accounting principles, and any Holder or Owners of Bonds shall have the right at all reasonable times to inspect such books, records, accounts and data of the Issuer relating thereto. The Issuer shall, within one hundred eighty (180) days following the close of each Fiscal Year of the Issuer, cause an audit of such books, records and accounts to be made by an independent firm of certified public accountants.

Copies of each such audit report shall be placed on file with the Issuer and be made available at reasonable times for inspection by Owners of the Bonds.

**SECTION 5.03.      ANNUAL AUDIT.** The Issuer shall, immediately after the close of each Fiscal Year, cause the financial statements of the Issuer to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. Such annual financial statements shall contain, but not be limited to, a balance sheet, a statement of revenues, expenditures and changes in fund balance, and any other statements as required by law or accounting convention, and a report by such accountants disclosing any material default on the part of the Issuer of any covenant or agreement herein which is disclosed by the audit of the financial statements. The annual financial statements shall be prepared in conformity with generally accepted accounting principles.

**SECTION 5.04.      NO IMPAIRMENT.** The pledging of the Pledged Funds in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the City Commission of the Issuer.

**SECTION 5.05.      FEDERAL INCOME TAX COVENANTS.**

(A) The Issuer covenants with the Holders that it shall not use the proceeds of such Bonds in any manner which would cause the interest on such Bonds to be or become includable in the gross income of the Holder thereof for federal income tax purposes.

(B) The Issuer covenants with the Holders that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on such Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes.

(C) The Issuer hereby covenants with the Holders that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on such Bonds from the gross income of the Holder thereof for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

(D) There is hereby created and established a fund to be known as the "City of Tamarac Capital Improvement Refunding Revenue Bonds, Series 2013 Rebate Fund," and a separate account therein for each Series of Bonds. The Issuer shall deposit into the appropriate account in the Rebate Fund, from investment earnings on moneys deposited in the other funds and accounts created hereunder, or from any other legally available funds of the Issuer, an amount equal to the Rebate Amount for such Rebate Year. The Issuer shall use such moneys deposited in the appropriate account in the Rebate Fund only for the payment of the Rebate

Amount to the United States as required by this Section 5.05. In complying with the foregoing, the Issuer may rely upon any instructions or opinions from Bond Counsel.

If any amount shall remain in the Rebate Fund after payment in full of all Bonds issued hereunder and after payment in full of the Rebate Amount to the United States in accordance with the terms hereof, such amounts shall be available to the Issuer for any lawful purpose.

The Rebate Fund shall be held separate and apart from all other funds and accounts of the Issuer, shall not be impressed with a lien in favor of the Holders and the moneys therein shall be available for use only as herein provided.

## ARTICLE VI DEFAULTS AND REMEDIES

**SECTION 6.01. EVENTS OF DEFAULT.** The following events shall each constitute an "Event of Default:"

(1) The Issuer shall fail to make payment of the principal of, Amortization Installment, redemption premium or interest on any Bond when due.

(2) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(3) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of thirty (30) days after written notice of such default shall have been received from the Owners of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds Outstanding. Notwithstanding the foregoing, the Issuer shall not be deemed in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes curative action and diligently pursues such action until the default has been corrected.

**SECTION 6.02. REMEDIES.** Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted and 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 or by any officer thereof.

The Holder or Owners of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Owners of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the City Manager. Notice of such appointment, together with evidence of the requisite signatures of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer and the trustee and notice of appointment shall be given to all Owners of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trust hereunder, no further trustees may be appointed; however, the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

**SECTION 6.03. DIRECTIONS TO TRUSTEE AS TO REMEDIAL PROCEEDINGS.** The Owners of a majority in principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the trustee, to direct the method and place of conducting all remedial proceedings to be taken by the trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee shall have the right to decline to follow any such direction which in the opinion of the trustee would be unjustly prejudicial to Owners of Bonds not parties to such direction.

**SECTION 6.04. REMEDIES CUMULATIVE.** No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

**SECTION 6.05. WAIVER OF DEFAULT.** No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by Section 6.02 of this Resolution to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

**SECTION 6.06. APPLICATION OF MONEYS AFTER DEFAULT.** If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all Pledged Funds as follows and in the following order:

(1) To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver, Registrar and Paying Agent hereunder; and

(2) To the payment of the interest and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

(A) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 8.01 of this Resolution), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price of any Bonds called for optional redemption pursuant to the provisions of this Resolution.

(B) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

**ARTICLE VII**  
**SUPPLEMENTAL RESOLUTIONS**

**SECTION 7.01.      SUPPLEMENTAL                      RESOLUTIONS                      WITHOUT**  
**BONDHOLDERS' CONSENT.** The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolutions shall thereafter form a part hereof) for any of the following purposes:

(1)      To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(2)      To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(3)      To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(4)      To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(5)      To specify and determine the matters and things referred to in Sections 2.01 or 2.02 hereof, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Bonds.

(6)      To make any other change that, in the opinion of the Issuer, would not materially adversely affect the security for the Bonds.

**SECTION 7.02.      SUPPLEMENTAL RESOLUTIONS WITH BONDHOLDERS'**  
**CONSENT.** Subject to the terms and provisions contained in this Section 7.02 and Section 7.01 hereof, the Holder or Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolution or resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution. No Supplemental Resolution may be approved or adopted which shall permit or require (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued

hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of other than the lien and pledge created by this Resolution which adversely affects any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution, unless such Supplemental Resolution has the approval of 100% of the Bondholders. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the adoption of any Supplemental Resolution as authorized in Section 7.01 hereof.

If, at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 7.02, the City Clerk shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the City Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 7.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 7.02.

Whenever the Issuer shall deliver to the City Clerk an instrument or instruments in writing purporting to be executed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 7.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer



and all Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

## ARTICLE VIII MISCELLANEOUS

**SECTION 8.01.      DEFEASANCE.** If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owners of all Bonds, the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the Pledged Funds, and all covenants, agreements and other obligations of the Issuer to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agents shall pay over or deliver to the Issuer all money or securities held by them pursuant to this Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Section 8.01 if (A) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (B) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such bank or trust company at the same time shall be sufficient, to pay the principal of or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be. Except as hereafter provided, neither the Defeasance Securities nor any moneys so deposited with such bank or trust company nor any moneys received by such bank or trust company on account of principal of or Redemption Price, if applicable, or interest on said Defeasance Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price, if applicable, of the Bonds for the payment or redemption of which they were deposited and the interest accruing thereon to the date of maturity or redemption; provided, however, the Issuer may substitute new Defeasance Securities and moneys for the deposited Defeasance Securities and moneys if the new Defeasance Securities and moneys are sufficient to pay the principal of or Redemption Price, if applicable, and interest on the refunded Bonds.

In the event the Bonds for which moneys are to be deposited for the payment thereof in accordance with this Section 8.01 are not by their terms subject to redemption within the next

succeeding sixty (60) days, the Issuer shall cause the Registrar to mail a notice to the Owners of such Bonds that the deposit required by this Section 8.01 of moneys or Defeasance Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 8.01 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of or Redemption Price, if applicable, and interest on said Bonds.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

**SECTION 8.02. PRELIMINARY AND FINAL OFFICIAL STATEMENT.** (1) The preparation and distribution of a Preliminary Official Statement relating to the Bonds is hereby approved and authorized, as is the use thereof by the underwriter or underwriters in connection with the sale of the Bonds. The City Manager of the Issuer is hereby authorized to execute and deliver a certificate of the Issuer which deems such Preliminary Official Statement "final" within the contemplation of Rule 15c2-12 of the Securities and Exchange Commission.

(2) The Issuer hereby ratifies and approves the form of the Preliminary Official Statement attached hereto as Exhibit "D". The Issuer hereby authorizes execution by the Mayor and City Manager of the Issuer, and the delivery of, a final Official Statement which incorporates the terms and provisions set forth in the Purchase Contract.

**SECTION 8.03. SALE OF BONDS.** Due to the willingness of the Underwriters to purchase not to exceed \$16,000,000 in aggregate principal amount of the Bonds at interest costs favorable to the Issuer and the critical importance of timing of the sale of the Bonds, it is hereby determined that it is in the best interest of the public and the Issuer to sell the Bonds at a negotiated sale (rather than through a competitive bid) and such sale to the Underwriters (pursuant to the terms and conditions contained in the Resolution, herein and in the Purchase Contract) is hereby authorized and approved.

**SECTION 8.04. PAYING AGENT AND REGISTRAR.** U.S. Bank National Association is hereby appointed as Paying Agent and Registrar with respect to the Bonds. An agreement with the Paying Agent and Registrar shall be executed and delivered by the Mayor and the City Manager, shall be attested by the City Clerk and shall be approved as to form by the manual signature of the City Attorney.

**SECTION 8.05. ESCROW HOLDER AND ESCROW AGREEMENT.** U.S. Bank National Association is hereby appointed as Escrow Holder with respect to the Refunded Bonds. The Issuer hereby approves the Escrow Deposit Agreement as set forth in the form attached hereto as Exhibit "B" (the "Escrow Agreement"). The Escrow Agreement shall be

executed and delivered by the Mayor and the City Manager, shall be attested by the City Clerk and shall be approved as to form by the manual signature of the City Attorney in substantially the form attached hereto as Exhibit "B" (with such changes and filling of blanks as shall be approved by the Mayor and the City Manager).

Subject to the execution and delivery of the Bonds to refund the Refunded Bonds, there is hereby authorized a deposit of proceeds of the which, together with other legally available funds of the Issuer, if any, and investment earnings thereon, if any, is equal to the principal of and interest and redemption premium, if any, on the Refunded Bonds when due in accordance with the schedules to be attached to the Escrow Agreement to pay principal and interest on the Refunded Bonds and to pay applicable call premiums and any costs with respect thereto.

Subject to the execution and delivery of the Bonds for the purpose of refunding the Refunded Bonds, the Issuer hereby irrevocably calls the callable Refunded Bonds for redemption on October 1, 2015, or such other date as determined by the Mayor in the Escrow Agreement, at a redemption price of 100% of the principal amount of such Refunded Bonds to be redeemed, plus accrued interest thereon to the redemption date. Not before issuance of the Bonds and at least thirty (30) days and not more than sixty (60) days prior to such redemption date, the Issuer hereby directs The Bank of New York Mellon Trust Company, N.A., as successor to J.P. Morgan Trust Company, N.A., the Paying Agent for the Refunded Bonds (the "2005 Paying Agent"), to mail a notice of the redemption of the callable Refunded Bonds to each holder thereof in accordance with the requirements of Section 3.03 of Resolution No. R-2005-218 adopted by the City Commission on November 23, 2005, as amended, in the form to be prepared by Bond Counsel. Furthermore, upon issuance of the Bonds for the purposes of refunding the Refunded Bonds, the Issuer hereby directs the 2005 Paying Agent to mail a notice of defeasance to each holder of the Refunded Bonds in the form to be prepared by Bond Counsel.

**SECTION 8.06. DISCLOSURE DISSEMINATION AGENT AGREEMENT.** The Issuer hereby covenants and agrees that, in order to assist the Underwriters in complying with the continuing disclosure requirements of Rule 15c2-12 of the Securities and Exchange Commission with respect to the Bonds, it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement to be executed by the Issuer prior to the time the Issuer delivers the Bonds to the Underwriters, as it may be amended from time to time in accordance with the terms thereof. The form of the Disclosure Dissemination Agent Agreement, attached hereto as Exhibit "C," is hereby approved and ratified, and shall be executed and delivered by the Mayor and the City Manager, shall be attested by the City Clerk and shall be approved as to form by the manual signature of the City Attorney (with such changes and filling of blanks as shall be approved by the Mayor and the City Manager). Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with such Disclosure Dissemination Agent Agreement shall not be considered an Event of Default

under the Resolution. However, the Disclosure Dissemination Agent Agreement shall be enforceable by the Bondholders in the event that the Issuer fails to cure a breach thereunder within a reasonable time after written notice from a Bondholder to the Issuer that a breach exists. Any rights of the Bondholders to enforce the provisions of the covenant shall be on behalf of all Bondholders and shall be limited to a right to obtain specific performance of the Issuer's obligations thereunder.

**SECTION 8.07. GENERAL AUTHORITY.** The members of the City Commission of the Issuer, the City Manager, the City Attorney, the Director of Financial Services and all other of the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or any Supplemental Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds, this Resolution, and any Supplemental Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the initial purchasers of the Bonds to effectuate the sale of the Bonds to said initial purchasers and any representation made in such documents shall be deemed to be made on behalf of the Issuer. All action taken to date by the officers of the Issuer in furtherance of the issuance of the Bonds is hereby approved, confirmed and ratified.

**SECTION 8.08. INTERESTED PARTIES.** Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Paying Agent, and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation thereof, and all covenants, stipulations, promises and agreements in this Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent, and the registered owners of the Bonds.

**SECTION 8.09. NO PERSONAL LIABILITY.** Neither the members of the City Commission of the Issuer, the City Manager, the Director of Financial Services, nor any person executing the Bonds shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

**SECTION 8.10. SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

**SECTION 8.11.      REPEAL OF INCONSISTENT RESOLUTIONS.** All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

[Remainder of page intentionally left blank]

**SECTION 8.12.**      **EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THE 10<sup>TH</sup> DAY OF APRIL, 2013.

**CITY OF TAMARAC, FLORIDA**

\_\_\_\_\_  
Beth Talabisco, Mayor

ATTEST:

\_\_\_\_\_  
Pat Teufel, City Clerk

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

\_\_\_\_\_  
Samuel S. Goren, City Attorney

**EXHIBIT A**

FORM OF PURCHASE CONTRACT

**EXHIBIT B**

FORM OF ESCROW AGREEMENT



**EXHIBIT C**

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

**EXHIBIT D**

FORM OF PRELIMINARY OFFICIAL STATEMENT



## Title - TO2276 - Stormwater Assessment

Item No. 8 (b) on Ordinance(s) First Reading. (TO2276) Motion to adopt an Ordinance of the City Commission of the City of Tamarac, Florida, **on first reading** amending Chapter 22, entitled "Utilities," Article VI, entitled "Stormwater Management Utility," to authorize the collection of the Stormwater Management Utility Fee ("fee") using the Uniform Assessment Collection Act, Section 197.3632, Florida Statutes ("Act"); specifically amending Section 22-252, entitled "Definitions," to amend certain definitions and define additional terms associated with the collection of the fee using the provisions of the act; amending Section 22-255, entitled "Billing, Payment, Penalties and Enforcement" to provide for the collection of the fee using the act and that the billing provisions of this section shall be an alternative to using the act; amending Section 22-256, entitled "Adjustment of Fees" to limit this section to fees collected by means other than the act; creating Sections 22-258 through Section 22-268 to be collectively referred to as the City of Tamarac Stormwater Utility Fee Uniform Assessment Collection Act Ordinance to establish the procedures for notice and adoption of the annual stormwater management utility fee roll and for correcting errors and omissions, provide that the fees constitute a lien on assessed property upon adoption of the Stormwater Management Utility Fee R, establish procedures and methods for the collection of stormwater assessments, and establish the priority of the stormwater management utility fee lien over prior recorded liens or mortgages; providing for severability; providing for conflicts; providing for codification; and providing for an effective date. - **Financial Services Director Mark Mason and Assistant City Attorney Michael Cirullo**

### ATTACHMENTS:

Name:

Description:

📎 [TO 2276 CM-Stormwater Assess Ord Memo - 03 27 13.docx](#)

TO 2276 STORMWATER ASSESSMENT ORDINANCE MEMO

📎 [TO2276 Ordinance Amending Chap 22 \(stormwater utility\) FINAL.pdf](#)

TO2276 Ordinance

**CITY OF TAMARAC**  
**INTEROFFICE MEMORANDUM**  
**FINANCE DEPARTMENT**  
**ADMINISTRATION DIVISION**

**TO: Michael C. Cernech**  
**City Manager**

**DATE: March 27, 2013**

**FROM: Mark C. Mason, Director of**  
**Financial Services**



**RE: TO # 2276 Amending**  
**Chapter 22 "Stormwater"**  
**Utility"**

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**Recommendation:**

I recommend that TO 2276 Amending Chapter 22 "Stormwater Utility" providing for an optional collection method using the tax bill for collection of stormwater management utility fee be placed on the April 10, 2013 Agenda for first reading and April 24, 2013 for adoption by the City Commission.

**Issue:**

Stormwater Management Utility Fees for all properties served by water are currently billed monthly via the Water Bill. Other and/or non-improved properties are billed separately by the Customer Service/Utility Billing division of the Department of Financial Services.

**Background:**

City Staff presented an option to the City Commission at a workshop on October 12, 2011 to bill the Single Family Solid Waste fees and Stormwater Fees as special assessments via the Uniform Method of Collection on the annual tax bill beginning in November 2012. Considerations and benefits for the collection method are as follows:

- ▶ Better and Greater Consistency of Cash Flow.
- ▶ Reduction of Delinquencies on Utility Bills.
- ▶ Reduction in overall average water & sewer bill.
- ▶ Anticipated decrease in collection costs.
- ▶ Potential to include delinquent amounts for both fees in first year.

A Notice of Intent Resolution for both solid waste and stormwater fees was approved on December 14, 2011. The City subsequently moved forward with the solid waste assessment approving the final resolution in September 2012 for tax bills beginning November 2012.

As the City Commission will recall, City staff did not move forward with the stormwater assessment due to circumstances regarding the individual properties and the accounts

billed in the utility system. Staff has completed the work establishing the impervious surface calculations per parcel based on the parcel coding data from the BCPA.

In consideration of these issues, staff brought forward and the City Commission approved Resolution 2012-144, a Notice of Intent Resolution on December 12, 2012. During the Notice of Intent discussion, the City Commission was advised that staff would bring back the ordinance providing for the mechanism to implement the Stormwater Management Utility Fee on the tax bill.

Section 403.0893, Florida Statutes, authorizes the City to collect the Stormwater Management Utility Fee using the Uniform Assessment Collection Act, which enables the City to collect the Stormwater Management Utility Fees on an annual basis on property tax bills. Temporary Ordinance 2276 provides the necessary authority and mechanism to use the property tax bills for collection.

Following adoption of the ordinance, the next step will be the Initial Resolution which will be brought forward on July 10, 2013 setting the preliminary rates, authorizing the use of the TRIM notices for notice purposes and setting the final resolution date for September 16, 2013.

**Fiscal Impact:**

There is no fiscal impact associated with the adoption of this ordinance.

C: Diane Phillips, Assistant City Manager

**CITY OF TAMARAC, FLORIDA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 22, ENTITLED "UTILITIES," ARTICLE VI, ENTITLED "STORMWATER MANAGEMENT UTILITY," TO AUTHORIZE THE COLLECTION OF THE STORMWATER MANAGEMENT UTILITY FEE ("FEE") USING THE UNIFORM ASSESSMENT COLLECTION ACT, SECTION 197.3632, FLORIDA STATUTES ("ACT"); SPECIFICALLY AMENDING SECTION 22-252, ENTITLED "DEFINITIONS," TO AMEND CERTAIN DEFINITIONS AND DEFINE ADDITIONAL TERMS ASSOCIATED WITH THE COLLECTION OF THE FEE USING THE PROVISIONS OF THE ACT; AMENDING SECTION 22-255, ENTITLED "BILLING, PAYMENT, PENALTIES AND ENFORCEMENT" TO PROVIDE FOR THE COLLECTION OF THE FEE USING THE ACT AND THAT THE BILLING PROVISIONS OF THIS SECTION SHALL BE AN ALTERNATIVE TO USING THE ACT; AMENDING SECTION 22-256, ENTITLED "ADJUSTMENT OF FEES" TO LIMIT THIS SECTION TO FEES COLLECTED BY MEANS OTHER THAN THE ACT; CREATING SECTIONS 22-258 THROUGH SECTION 22-268 TO BE COLLECTIVELY REFERED TO AS THE CITY OF TAMARAC STORMWATER UTILITY FEE UNIFORM ASSESSMENT COLLECTION ACT ORDINANCE TO ESTABLISH THE PROCEDURES FOR NOTICE AND ADOPTION OF THE ANNUAL STORMWATER MANAGEMENT UTILITY FEE ROLL AND FOR CORRECTING ERRORS AND OMISSIONS, PROVIDE THAT THE FEES CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE STORMWATER MANAGEMENT UTILITY FEE ROLL, ESTABLISH PROCEDURES AND METHODS FOR THE COLLECTION OF STORMWATER ASSESSMENTS, AND ESTABLISH THE PRIORITY OF THE STORMWATER MANAGEMENT UTILITY FEE LIEN OVER PRIOR RECORDED LIENS OR MORTGAGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:**

**WHEREAS,** pursuant to Chapter 22 of the City's Code of Ordinances, the City has been charging property owners a Stormwater Utility Management Fee and collecting such on City-issued utility bills; and,

**WHEREAS**, Section 403.0893, Florida Statutes, authorizes the City to collect the Stormwater Management Utility Fee using the Uniform Assessment Collection Act, which enables the City to collect the Stormwater Management Utility Fees on an annual basis on property tax bills; and,

**WHEREAS**, on December 12, 2012, the City Commission adopted Resolution 2012 - 144 , commonly referred to as the "Intent Resolution," which initiates the City's use of the Uniform Assessment Collection Act and expresses the City's intent to use the Uniform Assessment Collection Act to collect the Stormwater Management Utility Fee commencing with the Fiscal Year beginning on October 1, 2013; and,

**WHEREAS**, the City Commission of the City of Tamarac finds it is in the best interest of the City to amend Chapter 22, and adopt the City of Tamarac Stormwater Utility Fee Uniform Collection Act Ordinance, which will authorize the use of the Uniform Assessment Collection Act to collect the Stormwater Management Utility Fee on an annual basis on the annual tax bills, and provide for the process and procedure for doing so.

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

**SECTION 1.** Chapter 22, entitled "Utilities," Article VI, entitled "Stormwater Management Utility," is amended as follows:

**Sec. 22-251. – Short title.**

This article shall be known and may be cited as the "Stormwater Management Utility" article, and the provisions hereof shall pertain to all lands within the city except as is otherwise herein provided.

**Sec. 22-252. - Definitions.**

For the purpose of this article, the following definitions shall apply; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined herein shall be construed to have the meanings given by common and ordinary use.

*Annual Fee Resolution* means the Resolution described in Section 22-262(b)(2) hereof, approving a Stormwater Management Utility Fee Roll for a specific Fiscal Year.

*Assessed Property* means all parcels of real property included on the Stormwater Management Utility Fee Roll that receives a special benefit from the Stormwater Improvements and Stormwater Management System identified in an Annual Fee Resolution.

*Capital Cost* means all or any portion of the expenses that are properly attributable to the acquisition, construction, design, installation, reconstruction, renewal or replacement (including demolition, environmental mitigation, and relocation) of Stormwater Improvements under

generally accepted accounting principles and including reimbursement to the City for any moneys advanced for Capital Cost and interest on any interfund or intrafund loan for such purposes.

*City* shall mean the City of Tamarac.

*City Manager* means the Chief Administrative Officer of the City or such person's designee.

*City Commission* means the City Commission for the City.

*Clerk* means the City Clerk, or such other person as may be duly authorized to act on such person's behalf.

*Comprehensive Plan* means the Comprehensive Plan adopted by the City pursuant to Chapter 163, Part II, Florida Statutes.

*County* means Broward County, Florida.

*Developed* ~~P~~*property* shall mean any parcel which contains man-made impervious area.

*Director* shall mean the director of public services.

*Equivalent* ~~R~~*esidential* ~~U~~*nit* (ERU) shall mean the statistical average impervious area of residential property per dwelling unit within the city. The numerical value of one (1) ERU shall be an impervious area that shall be adopted by the city commission by resolution.

*Final Fee Resolution* means the Resolution described in Section 22-262(a)(3) hereof, which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the levy and collection of the Stormwater Management Utility Fee in the initial year using the Uniform Assessment Collection Act.

*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 as the fiscal year for the City.

*Government Property* means property owned by the United States of America, the State of Florida, a sovereign state or nation, a county, a special district, a municipal corporation, or any of their respective agencies or political subdivisions.

*Initial Fee Resolution* means the Resolution described in Section 22-262(a)(1) hereof, which shall be the initial proceeding for the levy and collection of the Stormwater Management Utility Fee using the Uniform Assessment Collection Act.



*Impervious ~~A~~area* shall mean roofed and paved areas including, but not limited to, areas covered by roofs, roof extensions, slabs, patios, porches, driveways, sidewalks, parking areas and athletic courts/areas.

*Nonresidential ~~P~~property* shall mean property that is classified by the property appraiser as land use types ten (10) through ninety-nine (99) under the Florida Department of Revenue Land Use Codes, as may be amended from time to time, and shall be deemed to include, but not be limited to, commercial and industrial uses, dormitories, hospitals, nursing homes, sanitariums, recreational vehicle spaces, hotels and motels. Any property that contains both residential and nonresidential facilities shall be treated as the type of property that will result in the larger number of equivalent residential units (ERU's).

*Obligations mean a series of bonds or other evidence of indebtedness, including, but not limited to, notes, commercial paper, capital leases or any other obligations of the City issued or incurred to finance any portion of the Capital Cost of a Stormwater Improvement and secured, in whole or in part, by proceeds of the Stormwater Management Utility Fees.*

*Ordinance means this Stormwater Ordinance as amended from time to time.*

*Preliminary Fee Resolution means the Resolution described in Section 22-262(b)(1) that initiates the levy and collection of the Stormwater Management Utility Fee in fiscal years subsequent to the initial year that the Stormwater Management Utility Fee is collected using the Uniform Assessment Collection Act.*

*Property Appraiser means the Broward County Property Appraiser.*

*Residential ~~P~~property* shall mean property that is classified by the property appraiser as land use types zero (00) through ~~eight~~none (089) under the Florida Department of Revenue Land Use Codes, as may be amended from time to time, and shall be deemed to include, but not be limited to, any property which has the majority use as a single-family residence including condominiums and apartments.

*Stormwater means the flow of water which results from, and which occurs following, a rainfall event.*

*Stormwater Improvement means land, capital facilities and improvements acquired or provided to detain, retain, convey, or treat Stormwater.*

*Stormwater Improvement Area means the City, or any portion or portions thereof, as identified in the Initial Fee Resolution, encompassing those parcels of property specially benefited by the construction, reconstruction, or installation of all or any portion of a Stormwater Improvement that removes, detains, retains, or treats, in whole or in part, the Stormwater burden expected to be generated by the physical characteristics and use of the Assessed Property. Each Stormwater Improvement Area will include either (A) the property which is hydrologically connected, directly or indirectly, to the Stormwater Improvement; or (B) all property located*

within a hydrologically defined area in which the City constructs one or more Stormwater Improvements to correct existing deficiencies with respect to a specific level of service and provide a consistent level of Stormwater management.

*Stormwater ~~M~~management ~~S~~ystem* shall mean the system by which the city manages and controls stormwater within the city. The system includes management services such as designing, permitting, planning and reviewing stormwater related infrastructure; and the operations, maintenance, repair and replacement, and improvement of such infrastructure including waterways, consistent with the capital improvement and stormwater management elements of the city's comprehensive plan.

*Stormwater ~~M~~management ~~U~~tility ~~F~~ee* ~~shall mean a non-ad valorem assessment benefiting property parcels.~~ (“Fee”) means a fee imposed by the City within a Stormwater Service Area to fund the Stormwater Management System, the Capital Cost or the debt service and related cost of Obligations issued to finance the costs of a Stormwater Improvement, and the Stormwater Service Costs.

*Stormwater Management Utility Fee Roll* means the roll created that includes all parcels within the City and their assigned Stormwater Management Utility Fee relating to Stormwater Improvements or Stormwater Management System approved by a Final Fee Resolution or an Annual Fee Resolution pursuant to Sections 22-262(A)(4) and 22-262(B)(3) hereof.

*Stormwater Service Area* means the geographic area described in the Initial Fee Resolution that encompasses all parcels within the City which specially benefit from the Stormwater Management Service and all parcels to which services from the Stormwater Management System are provided.

*Stormwater Service Cost* means the estimated amount for any Fiscal Year of all expenditures and reasonable reserves that are properly attributable to the Stormwater Management Service provided within the Stormwater Service Area under generally accepted accounting principles, including, without limiting the generality of the foregoing, reimbursement to the City for any moneys advanced for the Stormwater Management Service, and interest on any interfund or intrafund loan for such purpose.

*Stormwater Utility* means the entity that implements the Stormwater management program of the City.

*Tax Collector* means the Broward County Division of Financial Management, which performs tax collection duties in Broward County.

*Tax Roll* means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

*Undeveloped property* shall mean any parcel which does not contain man-made impervious areas.

Uniform Assessment Collection Act means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

**Sec. 22-253. - Stormwater management utility fee created.**

- (a) A stormwater management utility fee (the "fee") is hereby created and imposed on all property within the city for services and facilities provided by the stormwater management system. The property owner or tenant is responsible for payment of the fee. For the purpose of imposing the fee, all property within the city shall be classified either as:
  - (1) Undeveloped property; or
  - (2) Residential property; or
  - (3) Nonresidential property.
- (b) The city manager or his designee shall obtain a list each year from the county property appraiser of property within the city and shall assign each parcel a classification of undeveloped property, residential property or nonresidential property.

**Sec. 22-254. - Schedule of rates.**

- (a) The stormwater management utility fee shall be adopted by resolution, Commencing on October 1, 2005, and effective on October 1, of each year thereafter, all stormwater management utility fees then in effect will be adjusted automatically, without further action by the city commission, by the greater of three (3) percent or the U.S. Consumer Price Index as determined in June of the calendar year of adjustment. The stormwater management utility fee shall be calculated for each property as follows:
  - (1) The fee for undeveloped property is a set rate based on acreage.
  - (2) The fee for residential property is the rate for one (1) ERU.
  - (3) The fee for nonresidential property is the rate for one (1) ERU multiplied by the numerical factor. The numerical factor is obtained by dividing the total impervious area in square feet of the nonresidential property by the square footage for one (1) ERU as set forth in the rate resolution. The resulting calculation is  $\text{Fee} = \text{ERU rate} \times (\text{parcel impervious area expressed in square feet} / \text{the square footage for one (1) ERU})$ .

- (b) The minimum fee for property, whether residential or nonresidential, is equal to the rate for one ERU, subject to reduction as set forth in subparagraph (c) below.
- (c) Facility credit:
  - (1) In order to encourage the improvement of the quality of stormwater runoff, a reduction in the stormwater management utility fee is authorized for those properties which have a stormwater management facility designed and constructed for the purpose of stormwater pollution reduction.
  - (2) A reduction in the fee is allowed for a particular property only if the stormwater runoff from the property is treated by a stormwater management facility that has been designed, constructed, and is maintained properly for the purpose of stormwater pollution reduction. A pollution retardant basin shall be excluded from such consideration. If it is determined by the director that the stormwater management facility has not been or is not currently being properly maintained as designed, the director may disallow the on-site stormwater quality management facility credit.
  - (3) For applicable properties as determined by the director, the fee shall be reduced by twenty-five (25) percent. The reduced fee will, therefore, be calculated as the fee pursuant to the rate resolution multiplied by the factor of 0.75 ( $\text{fee} \times 0.75$ ).

**Sec. 22-255. - Billing, payment, penalties and enforcement.**

- (a) The Stormwater Management Utility Fee may be collected using the Uniform Collection Assessment Act pursuant to Sections 22-258 through 22-268, hereinafter; or, alternatively, through billing as set forth in this Section.
- (b) Should the City not use the Uniform Collection Assessment Act to collect the Stormwater Management Utility Fee, it shall be collected as follows:
  - (1) Statements for the stormwater management utility fee shall be rendered monthly in accordance with a monthly billing cycle administered by the city for all properties subject to the fee. Unless exempted by this Article, all property shall be subject to the fee.
  - (2) The stormwater management utility fee is for services furnished to the property, and the fee, therefore, must be paid by the property owner. If the property is tenant occupied, the tenant will be responsible for the fee. In the event the fees are not satisfied by the tenant, the responsibility will be that of the property owner of record.

(3) Any fee remaining unpaid on a property for ninety (90) days shall constitute a lien in favor of the city against such property, and the city clerk is authorized and directed to record a lien for such unpaid fee in the public records of the county. Such lien shall be superior in dignity to any encumbrances on such property, whether incurring prior to or subsequent to such lien being recorded, except for tax liens, and may be foreclosed by the city as provided by law.

(4) Statements for the stormwater management utility fee shall be payable at the same time, in the same manner, and subject to the same penalties as they are otherwise set forth for other utility fees administered by the city. The property owner will be notified of any delinquency in the payment of the stormwater management utility fee in the same manner that delinquent water and sewer bills are notified, and the failure to pay such fee as is otherwise provided in the statement shall subject the owner of the property to all other penalties and charges available under the law relative to the discontinuance of such utility services.

(5) The owner of property that is not billed for water and/or sewer service by the city shall be required to pay the city a stormwater management utility fee deposit in an amount equivalent to one (1) year of fees for the property. The deposit may be adjusted in accordance with any applicable fee credit as provided for herein. If the owner fails to pay this fee according to statement as provided herein, then a prorata share of the deposit shall be deducted to compensate for the delinquent fee. The property owner will be required to reestablish the deposit to the appropriate monetary sum equivalent to one (1) year of utility fees.

(6) Utility service may be discontinued pursuant to Section 22-127 of this Code, as amended, for nonpayment of stormwater utility fees.

(7) In the event a person desires to seek an administrative appeal and hearing as a result of discontinuance of utility services, such person or authorized agent shall file a petition in such form as prescribed by the city and shall simultaneously, with the filing of such form, pay a petition fee. The amount of the filing fee shall be established by resolution of the city commission. The fee shall be used for the purpose of setting administrative expenses incurred by the city in the processing of the petition. The original petition form shall contain the following information and shall be submitted to the city manager:

- a. Name, address and telephone number of the petitioner.
- b. If not a single-family residence, location and name of the building, structure or shopping center where the delinquent fee exists.
- c. Hardship claimed.

The completed original petition along with seven (7) copies shall be submitted through the city manager to the city clerk, who shall then cause the petition to be placed on the agenda of the city commission for its consideration; and the petition

shall be accompanied by the written recommendation of the city manager. In the event the waiver and exception are granted by the city commission, the city commission shall cause a resolution to be issued, stating the terms and conditions upon which the waiver has been granted. )

**Sec. 22-256. - Adjustment of fees.**

Any fee collected by the City by means other than the Uniform Assessment Collection Act, may be adjusted as follows:

- (a) Any owner, tenant or occupant who has paid the stormwater utility fee assigned against his property and who believes that the fee is in error may, subject to the limitations set forth in this section, submit an adjustment request to the city manager.
  - (1) Adjustment requests shall be made in writing and shall set forth in detail the grounds upon which the request is made.
  - (2) The city manager shall review the adjustment request within ninety (90) days of the submittal of the request and shall respond in writing to the applicant, either denying or granting the request with the reasons therefor stated in such response.
  - (3) The rate of adjustment, if granted, will apply retroactively to the date on which the erroneous information was applied to the applicant's fee, but not to exceed one (1) year prior to the adjustment request.
  - (4) If this adjustment request is denied, the applicant may, within thirty (30) days of the receipt of the denial, petition for a review of the adjustment request by the city commission. The city commission shall review the adjustment request in accordance with the provisions set forth in this article as well as the evidence provided in the original adjustment request and supplemental evidence requested by the city manager or provided by the applicant prior to the decision made by the city manager. Within sixty (60) days after the applicant files the petition, the city commission shall, in writing, either grant or deny the petition. If the petition is granted, the city manager will apply the adjustment to the fee for the requesting customer for the retroactive period identified by the city commission. If the petition is denied, the petitioner may appeal to circuit court, provided such appeal is filed within thirty (30) days after the commission renders its decision.
- (b) The city manager, upon discovering an error or oversight in the calculation of the fee, may initiate an adjustment request. The request must be made in writing documenting the reasons for the adjustment. In the event that the adjustment would require an increase in the fee, the city manager must provide the adjustment request

to the affected fee payer thirty (30) days prior to adjusting the fee and offer the fee payer an opportunity within the stated thirty (30) days to request an adjustment pursuant to the provisions of subsection (a) above. An increase or decrease in fee shall not be retroactively effective more than one (1) year from the date of adjustment.

**Sec. 22-257. - Stormwater management utility fund.**

- (a) There shall be established a stormwater management utility fund (the "fund") for the deposit of all fees collected pursuant to this article. The fund shall be used exclusively to pay for costs associated with the stormwater management system including, but not limited to:
- (1) Operation and maintenance of stormwater management facilities under the jurisdiction of the city;
  - (2) Costs for the expansion of stormwater management facilities under the jurisdiction of the city;
  - (3) Administrative costs related to the management of the stormwater management system;
  - (4) Management services such as permit review and planning and development review related to the stormwater management system; and
  - (5) Debt service financing of capital improvements related to the stormwater management system.

**Sec. 22-258. Collection of stormwater utility fee pursuant to the Uniform Assessment Collection Act.**

Sections 22-258 through 22-268, shall be known as the City of Tamarac Stormwater Management Utility Fee Uniform Assessment Collection Act Ordinance, referred to as the "Ordinance".

**Section 22-259. General and legislative findings.**

It is hereby ascertained, determined, and declared that:

- (a) Pursuant to Article VIII, Section 2(b), Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law, and such power may be exercised by the enactment of legislation in the form of City ordinances.



- (b) The City Commission may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Commission may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes, are not relevant to the imposition of Stormwater Management Utility Fees by the City.
- (c) The purpose of this Ordinance is to (1) provide procedures and standards for the imposition of Stormwater Management Utility Fees under the constitutional and statutory power of the City; (2) authorize a procedure for the funding of Stormwater Management System, facilities, or programs provided to properties within the Stormwater Service Area; and (3) legislatively determine the special benefit provided to Assessed Property from the Stormwater Utility.
- (d) The Florida Legislature has mandated that local governments in the State of Florida, including the City, have the responsibility for developing mutually compatible Stormwater management programs consistent with the rules and regulations of the Florida Department of Environmental Protection, the Federal Clean Water Act, and the water management districts and the Stormwater management programs established and maintained by other local governments.
- (e) The Stormwater Management Utility Fees levied and collected hereby are consistent with the authority granted in Section 403.0893, Florida Statutes. That statutory provision is additional and supplemental authority to the constitutional and statutory power of self-government granted to a municipality.
- (f) It is hereby ascertained and declared that the Stormwater Utility, the Stormwater Management System, and the Stormwater Improvements provide a special benefit to the Assessed Property based upon the following legislative determinations:
  - (1) The Stormwater Utility possesses a logical relationship to the use and enjoyment of all Developed property by treating and controlling contaminated Stormwater generated by improvements constructed on Developed property, which resulted in the alteration of such property from its natural state to accommodate such improvements.
  - (2) The special benefit received by Assessed Property is the control, management and treatment of the Stormwater burden generated by the improvements on Developed Property.
  - (3) Substantially all of the Stormwater burden managed, controlled, and treated by the Stormwater Utility is generated by Developed property and the amount of Stormwater generated by property in its natural state that is managed, controlled, and treated by the Stormwater Utility is inconsequential.



- (4) The City has adopted the Infrastructure Element of the Comprehensive Plan which sets forth goals that make it necessary and essential to construct improvements and extensions to the existing Stormwater system so the collection, storage, treatment, and conveyance of Stormwater within the City adequately protects the health, safety, and welfare of the citizens of the City. The creation and maintenance of the Stormwater Utility is designed to implement the Stormwater sub-element of the Infrastructure Element and other municipal, federal, and state policies mandating Stormwater management programs by local governments.

**Section 22-260. Use of stormwater utility fees collected through the Ordinance.**

The City Commission intends to fund the cost of providing services and capital facilities for the Stormwater management system through the Stormwater Management Utility Fee collected as provided herein. The City Commission has further concluded that periodic determination of revenues earned and expenses incurred in connection with the provision of services and capital facilities for the Stormwater management system will enhance accountability and management control of the City's Stormwater Utility and will facilitate implementation of the City Commission's funding policy for the Stormwater management system. Accordingly, proceeds of the Stormwater Management Utility Fee shall be used for payment of the Stormwater Service Cost, the payment of the Capital Cost of Stormwater Improvements, and the payment of debt service on obligations issued to finance Stormwater Improvements.

**Sec. 22-262. Levy and collection of stormwater utility fees pursuant to the Uniform Assessment Collection Act.**

- (a) Initial fiscal year.

- (1) The initial proceeding for collection of the Stormwater Management Utility Fee using the Uniform Assessment Collection Act shall be the City Commission's adoption of an Initial Fee Resolution. The Initial Fee Resolution shall (A) describe the Stormwater Improvement or Stormwater Management Service proposed for funding from the proceeds of the Stormwater Management Utility Fees; (B) estimate the Capital Cost or Stormwater Service Cost; (C) describe with particularity the proposed method of apportioning the Capital Cost or Stormwater Service Cost among the parcels of property located within the Stormwater Service Area, such that the owner of any parcel of property can objectively determine the amount of the Stormwater Management Utility Fees, based upon its value, use or physical characteristics; (D) set forth the date, time and location for the City Commission to consider public comments on the adoption of the Final Fee Resolution; (E) direct the requisite notice be provided to affected property owners for a public hearing to adopt the Final Fee Resolution; and (F) include specific legislative findings that recognize the equity provided by the

apportionment methodology and specific legislative findings that recognize the special benefit provided by the Stormwater Management Service. At its option, the City Commission may adopt separate Initial Fee Resolutions for the Stormwater Management Utility Fee and each separate Stormwater Management Utility Fee.

- (2) The City Manager shall prepare, or direct the preparation of, a preliminary Stormwater Management Utility Fee Roll that contains the following information:
  - (A) a summary description of each parcel of property (conforming to the description contained on the Tax Roll) subject to the Stormwater Management Utility Fee;
  - (B) the name of the owner of record of each parcel as shown on the Tax Roll;
  - (C) the number of ERUs attributable to each parcel;
  - (D) the estimated maximum Stormwater Management Utility Fee to become due in the Fiscal Year for each ERU;
  - (E) the estimated maximum Stormwater Management Utility Fee to become due in the Fiscal Year for each parcel; and
  - (F) at the option of the City Commission the Stormwater Management Utility Fee Roll may also include the estimated maximum annual Stormwater Management Utility Fee to become due in any future Fiscal Year for each ERU and each parcel.
  - (G) at the option of the City Commission, for delinquent parcels, the unpaid Stormwater Utility Management Fees, including delinquency charges, interest and penalties, incurred prior to the use by the City of the Uniform Assessment Collection Act.
- (3) Copies of the Initial Fee Resolution and the preliminary Stormwater Management Utility Fee Roll shall be on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Stormwater Management Utility Fee be in printed form if the amount of the Stormwater Management Utility Fee for each parcel of property can be determined by use of a computer terminal available for use by the public.
- (4) At the time named in the notices, or such time to which an adjournment or continuance may be taken, the City Commission shall conduct a public hearing to receive written objections and hear testimony of interested persons

and may then, or at any subsequent meeting of the City Commission, adopt the Final Fee Resolution which shall (A) confirm, modify, or repeal the Initial Fee Resolution with such amendments, if any, as may be deemed appropriate by the City Commission; (B) approve the Stormwater Management Utility Fee Roll, with such amendments as it deems just and right; and (C) determine the method of collection. All objections to adoption of the Final Fee Resolution shall be made in writing, and filed with the Clerk at or before the time or adjourned time of such hearing. The City shall provide notice of the public hearing in accordance with Section 22-263.

(b) Levy of Fee in subsequent years. In years subsequent to the initial year using the Uniform Assessment Collection Act, the process for the levy and collection of the Stormwater Management Utility Fees shall be as follows:

(1) The City Commission shall adopt a Preliminary Fee Resolution, which shall include:

(A) A brief description of the Stormwater Management System provided by the City;

(B) The amount of the cost of the Stormwater Management System to be assessed upon specially benefited properties within the City;

(C) Setting forth the date, time and location for the City Commission to consider public comments on the adoption of the Annual Fee Resolution;

(D) Directing the City Manager, or his or her designee, to update the Stormwater Management Utility Fee Roll; and,

(E) Directing the requisite notice be provided to affected property owners for a public hearing to adopt the Annual Fee Resolution.

(2) Copies of the Preliminary Fee Resolution and the preliminary Stormwater Management Utility Fee Roll shall be on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Stormwater Management Utility Fee Roll be in printed form if the amount of the Stormwater Management Utility Fee for each parcel of property can be determined by use of a computer terminal available for use by the public.

(3) During its budget adoption process, the City Commission shall adopt an Annual Fee Resolution-. The Final Fee Resolution shall constitute the Annual Fee Resolution for the initial Fiscal Year. The Annual Fee Resolution shall approve the Stormwater Management Utility Fee Roll for such Fiscal Year.

The Stormwater Management Utility Fee Roll shall be prepared in accordance with the Preliminary Fee Resolution, as confirmed or amended by the Annual Fee Resolution. The City shall provide notice to the owners of such property in accordance with Section 22-263 hereof and conduct a public hearing prior to adoption of the Annual Fee Resolution; provided that should the City use the Uniform Assessment Collection Act, a public hearing is necessary only when such is required under the Uniform Assessment Collection Act. Failure to adopt an Annual Fee Resolution during the budget adoption process for a Fiscal Year may be cured at any time.

- (c) The adoption of the Final Fee Resolution or Annual Fee Resolution shall be the final adjudication of the issues presented (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Management Utility Fee Roll and the levy and lien of the Stormwater Management Utility Fees, unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of City Commission adoption of the Final or Annual Fee Resolution. The Stormwater Management Utility Fees for each Fiscal Year shall be established upon adoption of the Annual Fee Resolution. The Stormwater Management Utility Fee Roll, as approved by the Final Fee Resolution or Annual Fee Resolution shall be delivered to the Tax Collector or such other official as the City Commission, by Resolution, deems appropriate.
- (d) Upon adoption of the Annual Fee Resolution for each Fiscal Year, Stormwater Management Utility Fees to be collected under the Uniform Assessment Collection Act shall constitute a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the City Commission of the Annual Fee Resolution and shall attach to the property included on the Stormwater Management Utility Fee Roll as of the prior January 1, the lien date for ad valorem taxes.
- (e) Upon adoption of the Annual Fee Resolution, Stormwater Management Utility Fees to be collected under the alternative method of collection provided in Section 22-255 hereof shall constitute a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, titles and claims, until paid. The lien shall be deemed perfected on the date notice thereof is recorded in the Official Records of Broward County, Florida.

**Sec. 22-263. Notice.**

- (a) Notice by publication.

When a public hearing is required under the Uniform Assessment Collection Act, the City Manager shall cause to be published once in a newspaper of general circulation within the City a notice stating that a public hearing of the City Commission will be held on a certain day and hour, not earlier than twenty (20) calendar days from such publication, at which hearing the City Commission will receive written comments and hear testimony from all interested persons regarding adoption of the Final or Annual Fee Resolution and approval of the Stormwater Management Utility Fee Roll. The form of the published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act for purposes of the Stormwater Management Utility Fees.

(b) Notice by mail.

When a public hearing is required under the Uniform Assessment Collection Act, the City Manager shall cause to be provided notice of the proposed Stormwater Management Utility Fees by mail to the owner of each parcel of property subject to the Stormwater Management Utility Fees. The form of such notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. The notice shall be mailed by either first class mail, or by use of the Annual Truth in Millage Notices, at least twenty (20) calendar days prior to the hearing to each property owner, at such address as is shown on the Tax Roll at the time the notices are prepared for mailing. Notice shall be deemed mailed upon delivery thereof to the possession of the U.S. Postal Service. Failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Stormwater Management Utility Fee Roll, nor release or discharge any obligation for the payment of a Stormwater Management Utility Fee imposed by the City Commission pursuant to this Ordinance.

**Sec. 22-264. Method of collection of Stormwater Management Utility Fees.**

- (a) Unless directed otherwise by the City Commission, Stormwater Management Utility Fees shall be collected pursuant to the Uniform Assessment Collection Act and this Ordinance, and the City shall comply with all applicable provisions thereof. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act. In lieu of using the Uniform Assessment Collection Act, the City may collect the Stormwater Management Utility Fee through Section 22-255, or by any other method which is authorized by law.
- (b) The City shall have the right to record a lien for unpaid Stormwater Management Utility Fees in the public records of Broward County, Florida.
- (c) The City shall have the right to appoint or retain an agent to foreclose and collect all delinquent Stormwater Management Utility Fees in the manner provided by law. All costs, fees and expenses, including reasonable attorney fees and title search expenses related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as an individual person or

corporation. The City may join in one foreclosure action the collection of Stormwater Management Utility Fees against any or all property assessed in accordance with the provisions hereof. All delinquent property owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City and its agents, including reasonable attorney fees, in collection of such delinquent Stormwater Management Utility Fees and any other costs incurred by the City as a result of such delinquent Stormwater Management Utility Fees including, but not limited to, costs paid for draws on a credit facility and the same shall be collectible as a part of or in addition to, the costs of the action.

- (d) In lieu of foreclosure, any delinquent Stormwater Management Utility Fee and costs, fees, and expenses attributable thereto, may be rolled into the Fee for such parcel in a subsequent fiscal year.
- (e) In lieu of foreclosure, any delinquent Stormwater Management Utility Fee and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the owner in the manner required by law and this Ordinance; and (2) any existing lien of record on the affected parcel for the delinquent Stormwater Management Utility Fee is supplanted by the lien resulting from certification of the Stormwater Management Utility Fee Roll to the Tax Collector.

**Sec. 22-265. Collection of Stormwater Management Utility Fees from government property.**

- (a) City-owned Property. Unless directed otherwise by the City Commission, the City will be responsible for its Stormwater Management Utility Fee. Evidence of payment for such may be by a transfer of City funds into the Stormwater Utility Fund.
- (b) Government Property owned by a Government entity other than the City. Government Property located in the City owned by a governmental entity other than the City shall be exempt from the Stormwater Management Utility Fee to the extent required by law.

**Sec. 22-266. Revisions to Stormwater Management Utility Fees.**

- (a) If any Stormwater Management Utility Fee levied and collected under the provisions of this Ordinance is either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the City Commission is satisfied that any such Stormwater Management Utility Fee is so irregular or defective that the same cannot be enforced or collected, or if the City Commission has failed to include any property on the Stormwater Management Utility Fee Roll that should have been so included, the City Commission may take all necessary steps to impose a new Stormwater Management Utility Fee against any such property, following as nearly

as may be practicable, the provisions of this Ordinance and in case such second Stormwater Management Utility Fee is annulled, the City Commission may obtain and impose other Stormwater Management Utility Fees until a valid Stormwater Management Utility Fee is imposed.

- (b) Any irregularity in the proceedings in connection with the levy of any Stormwater Management Utility Fee under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Stormwater Management Utility Fee as finally approved shall be competent and sufficient evidence that such Stormwater Management Utility Fee was duly levied, that the Stormwater Management Utility Fee was duly made and adopted, and that all other proceedings adequate to such Stormwater Management Utility Fee were duly had, taken and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this Section 22-266, any party objecting to a Stormwater Management Utility Fee imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed in Section 22 - 262(c) of this Ordinance,
- (c) No act of error or omission on the part of the City Commission, City Manager, Property Appraiser, Tax Collector, City Clerk, or their respective deputies, employees or designees, shall operate to release or discharge any obligation for payment of any Stormwater Management Utility Fee imposed by the City Commission under the provisions of this Ordinance.
- (d) The number of ERUs attributed to a parcel of property may be corrected. Any such correction which reduces a Stormwater Management Utility Fee shall be considered valid from the date on which the Stormwater Management Utility Fee was imposed and shall in no way affect the enforcement of the Stormwater Management Utility Fee imposed under the provisions of this Ordinance. Any such correction which increases a Stormwater Management Utility Fee or imposes a Stormwater Management Utility Fee on omitted property shall first require notice to the affected owner in the manner described in Section 22.263(b) hereof, providing the date, time and place that the City Commission will consider confirming the correction and offering the owner an opportunity to be heard.
- (e) The City Commission may provide by Resolution each year a process for considering mitigation or exemptions of parcels from the Stormwater Management Utility Fee based on criteria established in such Resolution.
- (f) After the Stormwater Management Utility Fee Roll has been delivered to the Tax Collector, any changes, modifications or corrections thereto shall be made in accordance with the procedures applicable to errors and insolvencies for ad valorem taxes.



**Sec. 22-267. Applicability.**

This Ordinance and the City's authority to impose Stormwater Management Utility Fees pursuant hereto shall be applicable throughout the City.

**Sec. 22-268. Alternative method.**

This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City, shall be liberally construed to effect the purposes hereof.

**SECTION 2.** CODIFICATION. It is the intention of the City Commission that the provisions of this Ordinance shall become a part of the City's Code of Ordinances, as amended. The provisions of this Ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section," "article" or other appropriate word to accomplish such intention.

**SECTION 3.** SEVERABILITY. The provisions of this Ordinance are severable, and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

**SECTION 4.** CONFLICTS. All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5.** EFFECTIVE DATE. This Ordinance shall become effective as provided by law.

PASSED, FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2013.

PASSED, SECOND READING this \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

BY: \_\_\_\_\_  
MAYOR BETH TALABISCO

\_\_\_\_\_  
PAT TUEFEL, CMC,  
INTERIM CITY CLERK

RECORD OF COMMISSION VOTE: 1<sup>ST</sup> Reading

MAYOR TALABISCO \_\_\_\_\_  
DIST 1: COMM BUSHNELL \_\_\_\_\_  
DIST 2: COMM ATKINS-GRAD \_\_\_\_\_  
DIST 3: COMM GLASSER \_\_\_\_\_



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

\_\_\_\_\_  
SAMUEL S. GOREN  
CITY ATTORNEY

DIST 4: V/M DRESSLER \_\_\_\_\_

RECORD OF COMMISSION VOTE: 2<sup>ND</sup> Reading

MAYOR TALABISCO \_\_\_\_\_

DIST 1: COMM BUSHNELL \_\_\_\_\_

DIST 2: COMM. ATKINS-GRAD \_\_\_\_\_

DIST 3: COMM GLASSER \_\_\_\_\_

DIST 4: V/M DRESSLER \_\_\_\_\_