



CITY OF TAMARAC
NOTICE OF WORKSHOP MEETING
CITY COMMISSION OF TAMARAC, FL
City Hall - Conference Room 105
August 26, 2013

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Vice Mayor Harry Dressler

1. TR12381 - Accepting a Grant Award and Executing an Agreement With Stryker

Item No. 6 (g) on the Consent Agenda. (TR12381) A Resolution of the City Commission of the City of Tamarac, Florida accepting an Emergency Medical Services Grant Award in the amount of \$62,406 from the Florida Department of Health, Bureau of Emergency Medical Services; authorizing the appropriate City Officials to execute a Grant Agreement pending legal review between the Florida Department of Health and the City of Tamarac for grant funding in the amount of \$62,406 with a 25 percent match of \$20,802 in local funds for the purchase and installation of three (3) Power-load Cot Fastener Systems and one (1) Power Pro XL Ambulance Cot; and authorizing the appropriate City Officials to enter into the necessary agreements pending legal review between the City of Tamarac and Stryker, a sole source provider, for the purchase of said fastener systems and cot; providing for conflicts; providing for severability; and providing for an effective date. - ***Fire Chief Mike Burton and Division Chief Steve Stillwell***

2. TR12380 - Water Treatment Plant Emergency Generator Replacement Project - Bid No. 13-16B

Item No. 6 (e) on the Consent Agenda. (TR12380) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing that the City Commission award Bid No. 13-16B to Cardinal Contractors, Inc., and authorizes the appropriate City Officials to execute the agreement between the City of Tamarac and Cardinal Contractors, Inc., for an amount of \$1,319,000 for construction of the Water Treatment Plant Emergency Generator Replacement Project; a contingency in the amount of \$198,000 will be added to the project account for a total amount of \$1,517,000; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain and Assistant Director of Utilities Jim Moore***

3. TR12377 SHIP Annual Reports

Item No. 6 (d) on the Consent Agenda. (TR12377) A Resolution of the City Commission of the City of Tamarac, Florida, approving the annual reports for the State Housing Initiative Partnership for the Close Out Report FY 2010/2011 and the Interim Reports for FY 2011/2012 and FY 2012/2013; providing for conflicts; providing for severability; and providing for an effective date. - ***Interim Community Development Director Frank Zickar and Housing & Neighborhood Programs Manager Angela Bauldree***

4. TR12379 - Palm Cove Restrictive Covenants

Item No. 6 (c) on the Consent Agenda. (TR12379) A Resolution of the City Commission of the City of Tamarac, Florida, approving the request of Richard Coker, Esq. of Coker and Finer on behalf of the property owner, LDC Monterey Ventures, LLC, to amend the Declaration of Restrictive Covenants for

Palm Cove as recorded in Official Record Book 44460, Page 1757 (Case No. 13-MI-13); providing for conflicts; providing for severability; and providing for an effective date. - ***Interim Community Development Director Frank Zickar***

5. **Update - Public Awareness Initiatives**

Update - Public Awareness Initiatives - ***Public Information & Media Specialist Elise Boston***

6. **Update on Webcasting**

Update on Webcasting - ***IT Director Levent Sucuoglu***

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

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

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

A handwritten signature in blue ink, reading "Patricia Teufel". The signature is fluid and cursive, with the first name "Patricia" and last name "Teufel" clearly distinguishable.

Patricia Teufel, CMC
City Clerk



Title - 9:30 a.m.

9:30 a.m.

ATTACHMENTS:

Name:

Description:

No Attachments Available



Title - Vice Mayor Harry Dressler

Vice Mayor Harry Dressler

ATTACHMENTS:

Name:

Description:

No Attachments Available









Title - TR12381 - Accepting a Grant Award and Executing an Agreement With Stryker

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ATTACHMENTS:

Name:

Description:

 Power Load Memo 2013.docx	TR 12381 Memo
 TR12381 Power Load RESO 2013.doc	TR12381 RESOLUTION
 Exhibit A (award letter).pdf	TR12381 EXHIBIT A - AWARD LETTER
 Exhibit B (EMS Grant App 2013 - Power Lift for Hydraulic Stretchers).docx	TR12381 EXHIBIT B
 Exhibit C (Tamarac State Grant Quote).pdf	TR12381 EXHIBIT C -QUOTE
 Exhibit D (Sole Source Justification Form).pdf	TR12381 EXHIBIT D - SOLE SOURCE FORM

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FIRE RESCUE DEPARTMENT**

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

DATE: August 5, 2013

**THROUGH: Diane Phillips
Assistant City Manager**

**RE: TR12381: Accepting a grant award and
executing an Agreement with Stryker for
Power-Load Cot Fastener Systems and a
Power Pro XT Ambulance Cot**

**FROM: Mike Burton
Fire Chief**

**Michael Gresek
Grants Administrator**

Recommendation:

Place the above referenced item on the agenda for the August 28, 2013 City Commission meeting.

The City's grant application to the Florida Department of Health, Bureau of Emergency Medical Services was approved in full for the amount of \$62,406. I recommend:

- Acceptance of this award
- Execution of the grant agreement with the agency
- Entering into the necessary agreements with Stryker, a sole source provider, for the purchase of power-load cot fastener systems for hydraulic stretchers and a power pro ambulance cot.

Issue:

The Florida Department of Health, Bureau of Emergency Medical Services (DOH-EMS) provides EMS grants to local governments for the acquisition of equipment for the enhancement and improvement of emergency medical services to our residents.

Tamarac was awarded a grant in the amount of \$62,406 with a 25% required match in local funds of \$20,802 to purchase three (3) power-load cot fastener systems for our hydraulic stretchers and one (1) power pro ambulance cot, for a total cost of \$83,208.

The grant will allow the City to purchase three (3) power-load cot fastener systems and one (1) power pro ambulance cot to be used on Fire Rescue ambulance vehicles for automated patient lifting, lowering, and transfer in and out of our rescue ambulances. The power load system will enhance patient and firefighter safety reducing injuries that are common when lifting and moving patients.

Background:

In 2009, the DOH-EMS grant funded power-assisted, hydraulic stretchers that were placed on our front line rescue ambulances. These stretchers reduced the number of firefighter stretcher-related injuries

from twelve (12) recorded in 2008 to one (1) in 2012 by reducing exertion loads our fire-rescue personnel experience while lifting, transferring and/or moving patients in the pre-hospital setting.

In 2012, Tamarac was awarded the DOH-EMS grant funding three (3) power-load cot fastener systems and one (1) power pro ambulance cot. The power-load cot fastener system lifts and lowers the stretcher into and out of the rescue ambulance, thereby reducing spinal loads and the risk of cumulative trauma injuries. The system has numerous safety features including:

- Locking pins when the stretcher is engaged for loading and unloading
- Inductive battery charging when the stretcher is in the load position
- Improved operation if a power loss occurs
- 20G crash test stability in comparison to the 4G industry standard
- 700 lbs. patient capacity
- LED safety lighting during operation.

With the implementation of the power-load system in 2013, in conjunction with the power pro ambulance cot, there were no documented injuries related to patient lifting, lowering, or transferring-in or out of our rescue ambulances for this fiscal year. Tamarac Fire-Rescue is committed to safety and expects to see these types of injuries to remain at a minimum.

The 2013 DOH-EMS grant provides funding for three (3) additional power-load cot fastener systems and one (1) power pro ambulance cot in an effort to completely outfit our rescue ambulance fleet. The Grant application is attached along with the award letter, vendor quotation and sole source justification form. The Resolution provides for acceptance and execution of this Agreement and any subsequent agreements that may be required pending legal review and approval.

This project supports the City's Strategic Plan and Vision to lead the nation in the quality of life as well as providing health and safety for its citizens through the delivery of safe, effective and efficient Emergency Medical Services.

Goal #1 (Inclusive Community) – this strategy identifies customers and their needs as well as continues our EMS system's performance against those needs for effective and efficient patient transport.

Goal #2 (Healthy Financial Environment) – this strategy leverages tax dollars by identifying alternative funding sources as evidenced by seeking of grant funded support.

Goal #5 (Vibrant Community) – this strategy provides support and services to our citizens by improving safe patient transport and firefighter safety.

Attached please find the Resolution, 2013 Grant Application (Exhibit A), award letter (Exhibit B), vendor quotation (Exhibit C) and sole source justification form (Exhibit D).

Fiscal Impact:

The grant amount awarded to the City for this project is \$62,406 (Project Code GT13J) and the City's fiscal commitment is \$20,802 (Account # 120-4520-522.64-10) to meet the 25% grant match requirement. Total Project cost is \$83,208. These funds are available in the proposed FY14 Fire Rescue budget.

Grant Program Breakdown:

State Grant Award (75%)	\$62,406.44	
City Grant Match (25%)	<u>\$20,802.15</u>	
State Matching Grant Total		\$83,208.59
 Stryker Quotation for Power- Load (Exhibit C)	 \$57,540.00	
Installation (3 units)	\$7,335.48	
Power Pro Ambulance Cot	\$10,818.80	
Ambulance Cot Accessories	<u>\$2,129.52</u>	
Purchase Total		\$77,823.80
 Grant/Quote Difference		 (\$-5,384.79)



Mike Burton, Fire Chief

cc: Steve Stillwell, Division Chief of Professional Standards
Christine Cajuste, Controller
Rick Spencer, Accounting Supervisor
Decia Smith-Burke, Management & Budget Analyst

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2013 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA ACCEPTING AN EMERGENCY MEDICAL SERVICES GRANT AWARD IN THE AMOUNT OF \$62,406 FROM THE FLORIDA DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MEDICAL SERVICES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A GRANT AGREEMENT PENDING LEGAL REVIEW BETWEEN THE FLORIDA DEPARTMENT OF HEALTH AND THE CITY OF TAMARAC FOR GRANT FUNDING IN THE AMOUNT OF \$62,406 WITH A 25 PERCENT MATCH OF \$20,802 IN LOCAL FUNDS FOR THE PURCHASE AND INSTALLATION OF THREE (3) POWER-LOAD COT FASTENER SYSTEMS AND ONE (1) POWER PRO XL AMBULANCE COT; AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ENTER INTO THE NECESSARY AGREEMENTS PENDING LEGAL REVIEW BETWEEN THE CITY OF TAMARAC AND STRYKER, A SOLE SOURCE PROVIDER, FOR THE PURCHASE OF SAID FASTENER SYSTEMS AND COT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Tamarac has provided high quality emergency medical services, including emergency medical transportation, to the community since 1996; and

WHEREAS, the City Commission desires to improve patient transfer and transport in emergency situations within the City of Tamarac through the use of hydraulic stretchers and power load systems for hydraulic stretchers to improve patient and firefighter safety; and

WHEREAS, the City applied and was awarded a Florida Department of Health, Bureau of Emergency Medical Services matching grant in the amount of \$62,406 to purchase three (3) power-load cot fastener systems and one (1) power pro ambulance cot to be installed on department rescue units; and

WHEREAS, the Florida Department of Health, Bureau of Emergency Medical Services grant program requires a 25 percent match and the City is willing to provide this match in the amount of \$20,802 in local funds through the FY14 Fire Rescue budget; and

WHEREAS, the Fire Chief and the Purchasing and Contracts Manager recommend acceptance of these grant funds and execution of the project agreement pending legal review between the Florida Department of Health and the City of Tamarac, and to enter into the necessary agreements with Stryker pending legal review for the purchase of three (3) power-load cot fastener systems and one (1) power pro ambulance cot; and

WHEREAS, as a result of standardization and the lack of dealers, Stryker is a sole source provider; and

WHEREAS, Stryker does not utilize a dealer network and markets all products directly; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the residents and businesses of the City of Tamarac to accept grant funding for three (3) power-load cot fastener systems and one (1) power pro ambulance cot; and to execute a project agreement pending legal review between the Florida Department of Health, Bureau of Emergency Medical Services and the City of Tamarac for grant funding in the amount of \$62,406 and provide a 25 percent match of \$20,802 in local funds; and to enter into the necessary agreements pending legal review between the City of Tamarac and Stryker, a sole source provider, for the purchase and installation of said fastener systems and cot to enhance the overall care afforded to our patients.

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

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

SECTION 2: The City Commission of the City of Tamarac HEREBY accepts the grant award of \$62,406, as written in the June 14, 2013 award letter from the Florida Department of Health, which is attached hereto as Exhibit A and is incorporated herein by this reference.

SECTION 3: The appropriate City Officials are HEREBY authorized to execute the Emergency Medical Services grant agreement pending legal review between the City of Tamarac and the Florida Department of Health for grant funding in the amount of \$62,406, providing a 25 percent match of \$20,802 in local funds through the FY14 Fire Rescue budget, and is attached hereto as Exhibit B which is incorporated herein by this reference.

SECTION 4: The appropriate City Officials are HEREBY authorized to enter into the necessary agreements pending legal review between the City of Tamarac and Stryker, a sole source provider, for power-load cot fastener systems and a power pro ambulance cot, where vendor quotation and sole source justification forms are attached hereto as Exhibits C and D and are incorporated herein by this reference.

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

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

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

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

BETH TALABISCO
MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

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

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

SAMUEL S. GOREN
CITY ATTORNEY

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



2013 JUN 21 PM 12:25
John H. Armstrong, MD, FACS
State Surgeon General & Secretary

KICK SCOTT
Governor

EXHIBIT A

Vision: To be the Healthiest State in the Nation

June 14, 2013

Mr. Michael Cernech, City Manager
City of Tamarac Fire Rescue
7525 Northwest 88th Avenue
Tamarac, Florida 33321

RECEIVED
CITY OF TAMARAC
CITY MANAGER
cc: [initials] ATTACHED
Fire Chief
cc: SPC w/ documents
for disposition
as appropriate

Dear Mr. Cernech:

I am pleased to award City of Tamarac Fire Rescue an emergency medical services (EMS) matching grant in the amount of \$62,406.00. The grant ID code is M2101. In accordance with section 401.113(2)(b), *Florida Statutes*, the grant budget is 75 percent state funds and 25 percent matching funds. Your required local cash match for this grant is \$20,802.00. The purpose of this grant is to improve and expand EMS by assisting your organization in the purchase of three power load units for current Power Pro stretchers and one Power Pro stretcher.

This grant program is number 64.003 in the *Florida Catalog of State Financial Assistance*. The state money is paid from the Department of Health's EMS Trust Fund and there are no federal funds involved.

Your signed grant application affirms you have read, understand, and will comply with the terms and conditions in the "Florida EMS Matching Grant Program Application Packet, June 2008."

The grant begins the date of this letter and ends June 30, 2014. Reports are due the third week of November 2013, March 2014, and July 2014 (the final report). Please include with your final report a refund check for any unspent state funds and interest earned, if any. Enclosed is a copy of the expenditure report form and the reporting requirements.

Thank you for your participation in this state EMS grant program. If you need assistance, please feel free to contact Mr. Alan Van Lewen, Health Services and Facilities Consultant in the EMS Program, at (850) 245-4440, extension 2734.

Sincerely,

Victor Johnson, Director
Division of Emergency Preparedness
and Community Support

VJ/avl
Enclosures

cc: Mr. Steve Stillwell, Division Chief of Professional Standards

Department of Health

EMS GRANT PROGRAM EXPENDITURE REPORT

Organization Name: _____ **Grant ID Code:** _____

Time Period Covered: Beginning Date: _____ Ending Date: _____

Earned Interest: Amount \$ _____ as of: Day _____ Month _____ Year _____

Final Report (Check one): ☐ Yes ☐ No

Major Line Items	TOTAL
Approved Budget by Major Line Item(s)	\$
TOTAL BUDGETED EXPENDITURES	\$ 0.00

[illegible]

BALANCE (Budgeted Less Actual Expenditures)	\$ 0.00
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Include with the progress notes an explanation of how project personnel, equipment, and any problems or barriers may impact on the grant progress.

I certify the above reports are true and correct. Expenditures were made only for items allowed by the above referenced grant.

Signature of Authorized Grantee Official

Date _____

Printed Name _____

REPORTS

Both the interim reports and final report must begin with a summary page of the budget and costs using the state EMS Expenditure Form or its equivalent. The form follows this page.

INTERIM REPORTS

Each grantee shall submit two reports to the department. The due dates for the required reports are specified in the award letter from the department notifying the grantee of the grant award. These reports shall include, at a minimum, a narrative of the activities completed or the progress of grant activities during the reporting period. A report shall be submitted by the due date whether or not any action or expenditures have occurred.

FINAL REPORTS

A final report shall be submitted to the department by its due date. The final report shall at a minimum contain a narrative describing the activities conducted including any bid or purchasing process and a copy of all invoices, canceled checks or other payment documentation relating to the purchase of any equipment, services, expenses, and supplies.

If the activity funded was for training a list of all individuals receiving the training shall be submitted along with the dates, times and location of the training. If the grant was for training to be obtained by staff then a copy of all invoices and payment documents for the training shall also be submitted.

If any refund is due to the state, the paper check will need to be sent to us.

Also, please briefly summarize a description of the impact of the project.

EMS MATCHING GRANT APPLICATION**FLORIDA DEPARTMENT OF HEALTH
Bureau of Emergency Medical Services*****Complete all items unless instructed differently within the application*****Type of Grant Requested:** ☐ Rural ☒ Matching**ID. Code** (The State Bureau of EMS will assign the ID Code – leave this blank) _____

1. <u>Organization Name</u> : City of Tamarac Fire Rescue	
2. <u>Grant Signer</u> : (The applicant signatory who has authority to sign contracts, grants, and other legal documents. This individual must also sign this application)	
Name: Michael Cernech	
Position Title: City Manager	
Address: 7525 NW 88 th Avenue	
City: Tamarac	County: Broward
State: Florida	Zip Code: 33321
Telephone: 954-597-3510	Fax Number: 954-597-3520
E-Mail Address: michael.cernech@tamarac.org	
3. <u>Contact Person</u> : (The individual with direct knowledge of the project on a day-to-day basis and responsibility for the implementation of the grant activities. This person may sign project reports and may request project changes. The signer and the contact person may be the same.)	
Name: Steve Stillwell	
Position Title: Division Chief of Professional Standards	
Address: Tamarac Fire Rescue	
6000 Hiatus Road	
City: Tamarac	County: Broward
State: Florida	Zip Code: 33321
Telephone: 954-597-3800	Fax Number: 954-597-3810
E-mail Address: steve.stillwell@tamarac.org	

4. Legal Status of Applicant Organization (Check only one response):

- (1) ☐ Private Not for Profit [Attach documentation-501 (3) ©]
 (2) ☐ Private For Profit
 (3) ☒ City/Municipality/Town/Village
 (4) ☐ County
 (5) ☐ State
 (6) ☐ Other (specify): _____

5. Federal Tax ID Number (Nine Digit Number). VF 5 9 – 1 0 3 9 5 5 26. EMS License Number: 0636 Type: ☒ Transport ☐ Non-transport ☐ Both7. Number of permitted vehicles by type: _____ BLS 8 ALS Transport 4 ALS non-transport.8. Type of Service (check one): ☐ Rescue ☒ Fire ☐ Third Service (County or City Government, nonfire) ☐ Air ambulance: ☐ Fixed wing ☐ Rotowing ☐ Both ☐ Other (specify)_____.

9. Medical Director of licensed EMS provider: If this project is approved, I agree by signing below that I will affirm my authority and responsibility for the use of all medical equipment and/or the provision of all continuing EMS education in this project. **[No signature is needed if medical equipment and professional EMS education are not in this project.]**

Signature: _____ Date: _____

Print/Type: Name of Director Nabil Alphonse El Sanadi, MDFL Med. Lic. No. ME 67187

Note: All organizations that are not licensed EMS providers must obtain the signature of the medical director of the licensed EMS provider responsible for EMS services in their area of operation for projects that involve medical equipment and/or continuing EMS education.

If your activity is a research or evaluation project, omit Items 10, 11, 12, 13, and skip to Item Number 14. Otherwise, proceed to Item 10 and the following items.

10. Justification Summary: Provide on no more than three one sided, double spaced pages a summary addressing this project, covering each topic listed below.

- A) Problem description (Provide a narrative of the problem or need);
- B) Present situation (Describe how the situation is being handled now);
- C) The proposed solution (Present your proposed solution);
- D) Consequences if not funded (Explain what will happen if this project is not funded);
- E) The geographic area to be addressed (Provide a narrative description of the geographic area);
- F) The proposed time frames (Provide a list of the time frame(s) for completing this project);
- G) Data Sources (Provide a complete description of data source(s) you cite);
- H) Statement attesting that the proposal is not a duplication of a previous effort (State that this project doesn't duplicate what you've done on other grant projects under this grant program).

10. Justification Summary

A) Problem Description: Tamarac Fire Rescue (TFR) uses hydraulic stretchers on our rescue vehicles and is in need of upgrading our rescues to a more user friendly patient loading device to decrease lifting injuries. Even though over the past couple of years, we have experienced a decrease in the number of neck and back strains and sprains resulting from the implementation of hydraulic stretchers, we still continue having injuries related to patient loading and unloading for transport.

B) Present Situation: Tamarac Fire Rescue has five (5) Stryker Power stretchers and use one (1) Ferno (34x) "Pro-Flexx" stretcher (purchased 2004) on our main frontline rescues. Due to increased staffing changes, TFR has increased from five (5) front-line rescues to periodically requiring six (6) rescues. The sixth rescue uses the older stretcher (purchased 2004) and requires modification to the newer hydraulic stretcher that was awarded on the 2009 DOH-EMS grant. Based on power stretcher research, it was determined that a stretcher will be raised and lowered seven times per call. Additionally, when the power stretcher is used in conjunction with the hydraulic loading system it decreases each rescuer's lift approximately 300 lbs per individual patient or about 3,000 lbs throughout one's shift. In 2012, 6,374 patients were transported and 1,472 patients have been transported in the first quarter of 2013. There were an additional 898 incidents where EMS personnel responded and unloaded and loaded the stretcher. In our estimation, our EMS personnel were exposed to over 61,208 individual opportunities of sustaining injury or injuring a patient as the stretcher was raised and lowered during those calls as well as lifting the patient into and out of the rescue.

In 2012, Fire-Rescue staffs three (3) personnel on each rescue daily; however, due to limitations in our overtime and staffing assignments, a Memorandum of Understanding (MOU) was instituted to allow staffing of two (2) personnel for up to a 9 hour timeframe within each 15-hour period of a 24 hour shift. This has resulted in an increase of minimum staffing 20% of the time, thus resulting in additional personnel to be assigned to an emergency response as well as increasing the risk for potential crew injury to those on rescue.

Based on the data for the 2009 DOH-EMS grant, Tamarac Fire Rescue had a 79% increase (18 more incidents) in stretcher and patient lifting accidents resulting in a 35% increase in worker compensation claims. In 2008, 12 out of 18 (67%) with 92% of the cases resulting in neck and back injuries directly related to patient lift and stretcher handling, including patient loading and unloading from TFR and risk management DH Form 1767, December 2008

data. This data resulted in employee lost time, back-fill, overtime and light duty assignments accounting for over \$85,370 and \$109,400 in 2007 and 2008, respectively. After implementation of the 2009 DOH-EMS grant award until today, the number of injuries directly related to neck and back injuries directly related to patient lifting and stretcher handling, including patient loading and unloading resulted in a significant decrease in injuries. They are as follows: 2009 – 5 injuries (1 Calf, 1 Knee, and 3 Back); 2010 – 4 injuries (3 Back & 1 Shoulder); 2011 – 2 injuries (1 Back & 1 Neck), and in 2012- 1 injury (1 Neck). Obviously the success of the aforementioned project is noteworthy and our request for power lifting equipment and one stretcher should reduce our injuries to a negligible number. Unfortunately, the average cost for each back injury remain approximately \$50,000 / case and according to our City's Risk Manager, "this is the area that we are going to continue to hone in on for a solution with the Fire Department as patient handling and transfer (lifting) is one of your primary functions as paramedics."

Tamarac Fire Rescue is currently faced with several problems associated with their existing equipment that involved injuries to our personnel and patients.

- 1) Equipment that is difficult to use due to inadequate ergonomic design – the ratchet-type system design on our one stretcher which has become a front line response vehicle. TFR previously evaluated three power stretchers in 2008, they were the Ferno, Stryker and Milwaukee models; however, due to incompatibility issues the Ferno and Stryker models were evaluated in the field resulting in Stryker model being chosen overwhelmingly by our crews for ease of use and durability that has been extremely successful in reducing our injuries.
- 2) Personnel injuries resulting from improper operation, excessive efforts related to patient loading and unloading. The repetitive nature of lifting on the spine builds muscle memory and fatigues the individual throughout their shift.
- 3) As our bodies age they become more susceptible to injuries and the average age of reported injuries were in their late thirties to early forties, which can be attributed to the line of work engaged in by paramedics that routinely lift and move numerous patients (TFR Injury Reports).

C) Proposed Solution: In 2012, the City of Tamarac submitted for an EMS Matching Grant. We applied for six (6) power load systems, and one (1) Power Pro Stretcher and its accessories. We were successful in being awarded a partial grant which included three (3) Stryker power load systems. Our proposed solution is

to outfit our remaining three (3) front line rescues with three additional power load systems to complement our current hydraulic stretchers to assist in the raising and lowering patients without endangering EMS personnel. Additionally, replace the last remaining manual stretcher with a hydraulic stretcher in an effort to achieve consistency and meet our goal in reducing injuries. The power load system would improve our personnel's ergonomic working conditions and patient safety by supporting the stretcher throughout the loading and unloading process. The fastener system lifts and lowers the stretcher into and out of the rescue, reducing spinal loads and the risk of cumulative trauma injuries upwards of 90%.

D) Consequences if not funded: If the grant is not funded, the risk to our personnel will probably to continue to result in neck and back injuries due to current stretcher operations and patient lifting. On scene times may be delayed waiting for additional resources to assist with patient movement and transport. Finally, these power load devices would be slowly phased in over the next several years within our capital equipment plan; however, TFR believes these funds may be in jeopardy.

E) The geographic area to be addressed: This grant will serve the entire 12 square miles of the City of Tamarac, located in west Broward County. Tamarac Fire Rescue has three fire stations and uses a minimum of four Advanced Life Support (ALS) rescues and three ALS engines serving a population over 60,000 as well as a 2,500 seasonal residents and an estimated daily transient population of 10,000 (City of Tamarac, Community Development, 2011). In addition, the City also has agreements such as automatic and/or mutual aid agreements with border cities, encompassing approximately 25 square miles.

F) Proposed Project Time Frames: Tamarac Fire Rescue expects to select a vendor within 30-90 days of receiving the grant monies and receiving purchase approval by the City Commission. The Department will order the power load devices and power stretcher within 90-150 days of receiving the grant funds. Training on the devices will begin within 30 days of their receipt, with devices placed on the specified vehicles for use within the same time period as training. After placing power load system and stretcher on rescue vehicles, tracking of employee injuries and patient transports compared to previous years would be evaluated. Also see # 16 for timeframes.

G) Data sources: 1) City of Tamarac Fire Rescue, State Aggregate Data/EMSTARS 2004-2012. 2) City of Tamarac Risk Management, 2005-2012. 3) City of Tamarac Community Development, 2011. 3) Stryker

Stretcher Manufacturer and Power Load Guides and Research. 4) Ergonomics and Back Injuries, <http://www.spine-health.com/>. 5) "http://ems.stryker.com/products/cot-fasteners/power-load" 6) McGill Study on spine injuries http://d1hbru03z3491h.cloudfront.net/includes/files/assets/file/1314373475_mcgill_study.pdf.

H) Statement attesting to no duplication: The City of Tamarac applied for the EMS Matching Grant and was awarded three (3) of the six (6) power load systems submitted in 2012. Our proposed solution is to outfit our three (3) remaining rescue vehicles with power load systems to complement our current hydraulic stretchers to assist in the raising and lowering of patients without endangering EMS personnel. Additionally, replace the last remaining manual stretcher with a hydraulic stretcher in an effort to achieve consistency and meet our goal in reducing injuries.

Next, only complete one of the following: Items 11, 12, or 13. Read all three and then select and complete the one that pertains the most to the preceding Justification Summary.

11. Outcome For Projects That Provide or Effect Direct Services To Emergency Victims: This may include vehicles, medical and rescue equipment, communications, navigation, dispatch, and all other things that impact upon on-site treatment, rescue, and benefit of emergency victims at the emergency scene. Use no more than two additional one sided, double-spaced pages for your response. Include the following.

- A) Quantify what the situation has been in the most recent 12 months for which you have data (include the dates). The strongest data will include numbers of deaths and injuries during this time.
- B) In the 12 months after this project's resources are on-line, estimate what the numbers you provided under the preceding "(A)" should become.
- C) Justify and explain how you derived the numbers in (A) and (B), above.
- D) What other outcome of this project do you expect? Be quantitative and explain the derivation of your figures.
- E) How does this integrate into your agency's five year plan?

12. Outcome For Training Projects: This includes training of all types for the public, first responders, law enforcement personnel, EMS and other healthcare staff. Use no more than two additional one sided, double-spaced pages for your response. Include the following:

- A) How many people received the training this project proposes in the most recent 12 month time period for which you have data (include the dates).
- B) How many people do you estimate will successfully complete this training in the 12 months after training begins?
- C) If this training is designed to have an impact on injuries, deaths, or other emergency victim data, provide the impact data for the 12 months before the training and project what the data should be in the 12 months after the training.
- D) Explain the derivation of all figures.
- E) How does this integrate into your agency's five year plan?

13. Outcome For Other Projects: This includes quality assurance, management, administrative, and other. Provide numeric data in your responses, if possible, that bear directly upon the project and emergency victim deaths, injuries, and/or other data. Use no more than two additional one sided, double-spaced pages for your response. Include the following.

- A) What has the situation been in the most recent 12 months for which you have data (include the dates)?
- B) What will the situation be in the 12 months after the project services are on-line?
- C) Explain the derivation of all numbers.
- D) How does this integrate into your agency's five year plan?

11. Outcome for Projects that Provide or Effect Direct Services to Emergency Victims

A) 12-Month Situation – In 2012, Tamarac Fire Rescue responded to 7,502 EMS-related calls and transported 6,374 patients, which is an increase of 4.5 percent from 2009 grant data. Based on review of injuries, the average patient weight of injuries reported was 325 lbs. Resulting medical claims were in 2009 – 5 injuries (1 Calf, 1 Knee (\$21,000) and 3 Back); 2010 – 4 injuries (3 Back (\$4,400 for one case) & 1 Shoulder); 2011 – 2 injuries (1 Back (\$1,300) & 1 Neck); and in 2012- 1 injury (1 Neck) a combined loss work and employee back filling amounting to \$94,000 continuing today. Other injuries were first aid only with minimal lost time and are not in the calculations listed. Finally, there was only one minor patient associated injury related to stretcher operations that required additional medical intervention over the initial EMS call.

B) Projected Outcomes – In a recently published literature, the reduction in injuries related to using patient lift assist devices and power stretchers have shown an improvement in reducing the overall musculoskeletal injuries that are common when lift and moving patients. In 2009, the power-assisted stretchers DOH-EMS grant assisted in reducing the exertional loads our fire-rescue personnel and other first responders subject themselves to while lifting, transferring or moving patients in the field setting. Based on manufacturer and independent studies, report a reduction in patient, personnel and workers' compensation claims by approximately 90-95%; however, TFR was able to lower those types of injuries 70% with the hydraulic stretcher. TFR fully expects to see very continued positive results in reducing our overall injuries related to patient lift and moving through the use of this power load device – to less than 3.0%.

C) Justification for 11A and 11B - The data numbers in part A above was derived from Florida Aggregate Data and EMSTARS Data is the actual figures for that year. The data presented and estimates in part B are derived from Florida Aggregate and EMSTARS Data for those years cited and from studies/results detailed in a variety of sources that are listed in the justification section of this proposal. All figures are conservative estimates and much higher results are hoped for and anticipated. There is also mounting evidence in studies and actual incidences throughout EMS that indicate additional safety measures should be taken for paramedics in the field in regard to their neck and back safety directly related to patient lifting and movement.

D) Other Possible Outcomes – In addition to the above projected outcomes, Tamarac Fire Rescue anticipates that injuries to paramedics should be diminished due to not having to place the additional stress and strain on backs and other areas of the body that occurs during stretcher operations and patient loading, unloading when transporting is performed. In addition, the patient's weight limit will be increased up to 700 lbs. due to the power stretcher's capabilities while reducing the likelihood of personal and patient injury. Although not all lifting injuries can be avoided, the introduction of these devices into the City of Tamarac should reduce employee injuries and keep them on the front-line where they are needed for patient care. If the devices perform as expected, Tamarac Fire Rescue anticipates that there will be a positive impact on the City budget as the economic environment remains tight and revenues diminished by reducing the overall costs associated with these aforementioned injuries.

E) Integration into 5-Year Plan - This project integrates into our 5 year plan by improving safety to our employees and transported patients. Most importantly, this equipment serves to reduce the number of strains, sprains and vertebral injuries to our employees as well as reduced the number of partial patient drops due to proper stretcher loading, operations and patient's weight.

Skip Item 14 and go to Item 15, unless your project is research and evaluation and you have not completed the preceding Justification Summary and one outcome item.

14. Research and Evaluation Justification Summary, and Outcome: You may use no more than three additional one sided, double spaced pages for this item.

- A) Justify the need for this project as it relates to EMS.
- B) Identify (1) location and (2) population to which this research pertains.
- C) Among population identified in 14(B) above, specify a past time frame, and provide the number of deaths, injuries, or other adverse conditions during this time that you estimate the practical application of this research will reduce (or positive effect that it will increase).
- D) (1) Provide the expected numeric change when the anticipated findings of this project are placed into practical use.
(2) Explain the basis for your estimates.
- E) State your hypothesis.
- F) Provide the method and design for this project.
- G) Attach any questionnaires or involved documents that will be used.
- H) If human or other living subjects are involved in this research, provide documentation that you will comply with all applicable federal and state laws regarding research subjects.
- I) Describe how you will collect and analyze the data.

15. Statutory Considerations and Criteria: The following are based on s. 401.113(2)(b) and 401.117, F.S. Use no more than one additional double spaced page to complete this item. Write N/A for those things in this section that do not pertain to this project. Respond to all others.

Justify that this project will:

- A) Serve the requirements of the population upon which it will impact.
- B) Enable emergency vehicles and their staff to conform to state standards established by law or rule of the department.
- C) Enable the vehicles of your organization to contain at least the minimum equipment and supplies as required by law, rule or regulation of the department.
- D) Enable the vehicles of your organization to have, at a minimum, a direct communications linkup with the operating base and hospital designated as the primary receiving facility.
- E) Enable your organization to improve or expand the provision of:
 - 1) EMS services on a county, multi county, or area wide basis.
 - 2) Single EMS provider or coordinated methods of delivering services.
 - 3) Coordination of all EMS communication links, with police, fire, emergency vehicles, and other related services.

15. Statutory Considerations and Criteria

A) Serve the population: This grant would provide the needed risk protection to all EMS personnel, patients and serve the entire population of Broward County through the provision of safe transport of all our patients.

B) Conform to State Standards: This project specifically helps Tamarac Fire Rescue to address Goal 9.4, 2010-2014 draft Statewide EMS Goals and Objectives, which aims to “reduce the number of on-the-job injuries.” The patient lifting devices and power stretcher could reduce the number of patient and personnel injuries to 90% and beyond, thereby reducing workers compensation and litigation claims.

C) Minimum equipment and supplies: Yes. Currently, under Chapter 64J these stretcher lifting devices will meet all FDA, state and local requirements for safe loading/unloading and transport of a patient.

D) Communications: N/A

E) Enable your organization to improve or expand: This project improves the provision of EMS services within the city and countywide through the provision of safe transport of all our patients. In addition, it will continue to reduce the potential number of injuries related to patient lifting and loading as well as to provide a resource to any other jurisdiction requesting automatic and/or mutual aid routine assistance and in times of declared regional, state or national disasters, when assistance is requested.

16. Work activities and time frames: Indicate the major activities for completing the project (use only the space provided). Be reasonable, most projects cannot be completed in less than six months and if it is a communications project, it will take about a year. Also, if you are purchasing certain makes of ambulances, it takes at least nine months for them to be delivered after the bid is let.

Work Activity	Number of Months After Grant Starts	
	Begin	End
Select lift device vendor	Month 0	Month 3
Purchase lift devices	Month 3	Month 5
Receive stretchers and patient lift devices	Month 5	Month 8
Place devices on response units	Within one month after receiving devices and/or during rescue build.	
Train personnel on devices and stretchers	Immediately after training.	
Monitor patient and personnel injuries	On-going and continuous	

17. County Governments: If this application is being submitted by a county agency, describe in the space below why this request cannot be paid for out of funds awarded under the state EMS county grant program. Include in the explanation why any unspent county grant funds, which are now in your county accounts, cannot be allocated in whole or part for the costs herein.

N/A

18. <u>Budget</u> :		
Salaries and Benefits: For each position title, provide the amount of salary per hour, FICA per hour, fringe benefits, and the total number of hours.	Costs	Justification: Provide a brief justification why each of the positions and the numbers of hours are necessary for this project.
N/A		
TOTAL:		

Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature, <u>excluding</u> expenditures classified as operating capital outlay (see next category).	Costs: List the price and source(s) of the price identified.	Justification: Justify why each of the expense items and quantities are necessary to this project.
N/A		
TOTAL:	\$	

EXHIBIT B

Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature, and the normal expected life of which is 1 year or more.	Costs: List the price of the item and the source(s) used to identify the price.	Justification: State why each of the items and quantities listed is a necessary component of this project.
(3) Power Load Units	\$ 71,458.59	Power unit to be incorporated into front line rescues for lifting Power Pro stretchers (6).
(1) Power Pro Stretchers	\$ 11,750.00	Actual power stretcher to replace manual stretcher.
TOTAL:	\$ 83,208.59	

State Amount (Check applicable program)		
<input checked="" type="checkbox"/> Matching: 75 Percent	\$ <u>62,406.44</u>	
<input type="checkbox"/> Rural: 90 Percent	\$ _____	
Local Match Amount (Check applicable program)		
<input checked="" type="checkbox"/> Matching: 25 Percent	\$ <u>20,802.15</u>	
<input type="checkbox"/> Rural: 10 Percent	\$ _____	
Grand Total	\$ <u>83,208.59</u>	

19. <u>Certification:</u>	
My signature below certifies the following.	
I am aware that any omissions, falsifications, misstatements, or misrepresentations in this application may disqualify me for this grant and, if funded, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I certify that to the best of my knowledge and belief all of the statements contained herein and on any attachments are true, correct, complete, and made in good faith.	
I agree that any and all information submitted in this application will become a public document pursuant to Section 119.07, F.S. when received by the Florida Bureau of EMS. This includes material which the applicant might consider to be confidential or a trade secret. Any claim of confidentiality is waived by the applicant upon submission of this application pursuant to Section 119.07, F.S., effective after opening by the Florida Bureau of EMS.	
I accept that in the best interests of the State, the Florida Bureau of EMS reserves the right to reject or revise any and all grant proposals or waive any minor irregularity or technicality in proposals received, and can exercise that right.	
I, the undersigned, understand and accept that the Notice of Matching Grant Awards will be advertised in the <i>Florida Administrative Weekly</i> , and that 21 days after this advertisement is published I waive any right to challenge or protest the awards pursuant to Chapter 120, F.S.	
I certify that the cash match will be expended between the beginning and ending dates of the grant and will be used in strict accordance with the content of the application and approved budget for the activities identified. In addition, the budget shall not exceed, the department, approved funds for those activities identified in the notification letter. No funds count towards satisfying this grant if the funds were also used to satisfy a matching requirement of another state grant. All cash, salaries, fringe benefits, expenses, equipment, and other expenses as listed in this application shall be committed and used for the activities approved as a part of this grant.	
Acceptance of Terms and Conditions: If awarded a grant, I certify that I will comply with all of the above and also accept the attached grant terms and conditions and acknowledge this by signing below.	
<hr/> Signature of Authorized Grant Signer (Individual Identified in Item 2)	<hr/> <div style="text-align: center;">/ /</div> MM / DD / YY

DH Form 1767, Rev. June 2002

DH Form 1767, December 2008

Sales Proposal

Quotation Date: 7/25/2013
 Valid thru 09/27/13 (to beat Oct 1 Price Increase)
Tamarac Fire Rescue
 6000 Haitus Road, Tamarac, FL 33321
 Att: Chief Steve Stillwell
 954-597-3800

Acct #1186896

[Quote for 3 Power-Loads and 1 Power Pro-accessories](#)



stryker®

EMS Equipment

Steve Winsor
Account Manager
 Stryker Medical
 PO Box 93308, Chicago, IL 60673
 Cell 561-714-9578
 Fax 561-354-6043
steve.winsor@stryker.com

<u>Standard Unit:</u>			<u>List Price</u>	<u>Unit Price</u>	<u>Ext Sell</u>
	3	Power-Load Cot Fastener System #6390-000-000	23,950.00	19,180.00	\$57,540.00
	1	Power Pro XT Ambulance Cot #6506-000-000	14,620.00	10,818.80	10,818.80
on new P Pro	1	Power-Load Cot Compatibility Kit #6506-127-000	1,602.00	1,185.48	1,185.48
on existing P Pro	3	Power-Load Cot Compatibility Upgrade Kit #6500-700-064	2,904.00	2,050.00	6,150.00

Standard Features Include:

700-lb weight capacity
 36 inch load height
 Settable load height w/ jog function
SMRT Battery Pak (includes charger and 2 SMRT batteries)
 Automatic in-cot fastener shut-off bracket
 UL Listed/ Approved! IPX6 & IEC-60601
 Battery powered hydraulic lift system
 Retractable Head Section (doesn't fold down)
 Automatic high speed retract (2.4 seconds!!)
 Preventative maintenance hour meter
 Power washable
 Ergonomic Foot and Head End Lift and Grip Design
 Lift Capable Safety Bar
 Oversized wheels with sealed precision caster and wheel bearings
 High visibility yellow powder-coated frame
G Rated Bolster Mattress and G Rated Restraint Package!
 3 year parts, labor, and travel on X-Frame components & Hydraulics
 3 year limited power train warranty
 2-year parts/labor/travel warranty-Electronics
 1-year parts/labor/travel warranty (INCLUDING MATTRESS AND RESTRAINTS!)
LIFETIME WARRANTY ON ALL WELDS!

Selected Options and Accessories:

1	6500-140-000	Foot End Oxygen Bottle Holder	174.00	132.24	132.24
1	6500-215-000	3-Stage IV Pole (patient right)	325.00	247.00	247.00
1	6500-147-000	Equipment Hook	49.00	37.24	37.24
1	6500-130-000	Backrest Storage Pouches	244.00	185.44	185.44
1	6500-128-000	Flat Head End Storage Pouch	135.00	102.60	102.60
1	6506-040-000	XPS(expandable patient surface)	1,875.00	1,425.00	1,425.00

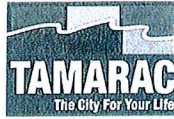
Proposal Total (Including Shipping): **\$77,823.80**

To Place Order, scan and email to steve.winsor@stryker.com
Stryker EMS: Attention Steve Winsor

Include your billing/shipping addresses, desired delivery dates, signature and terms (Net 30)

THANK YOU!

Order subject to approval by Stryker Corporation. Taxes will be invoiced as a separate item when applicable.
 Credit cannot be allowed on returns of special or modified items. All approved returns will be accepted ONLY in Portage, Michigan.



SOLE SOURCE JUSTIFICATION

To Be Submitted With All Requisitions For Sole Source Purchases above \$2,500.

POLICY: A contract may be awarded for a supply, service, or construction item without competition when the Purchasing and Contracts Manager determines in writing that there is only one economically feasible source for the required supply, service, or construction item, or when requirements for standardization, warranty, geographic and territorial restrictions, or other factors create a situation where competition is either not feasible or practicable. A City Department requesting sole source procurement of \$2,500 or greater, must submit a written request to the Purchasing and Contracts Manager for approval, which must be accompanied by a written justification signed by the department head. Sole source requests in excess of \$65,000 will require City Commission approval. (Tamarac Procurement Code Section 6-148(b))

Important Note: It is a felony to knowingly circumvent a competitive process for commodities or services by fraudulently specifying sole source. Florida Statute 838.22(2.)

Date 7/25/13 Department Fire Rescue

Vendor Name Stryker EMS Equipment

Item or Service Being Purchased Three (3) Power-Load Cot Fastener System, one (1) Power Pro XT Ambulance Cot

Requisition Number Pending

PLEASE CHECK THE CATEGORY APPROPRIATE TO THIS PURCHASE (Additional pages should be included for detailed justification comments):

- ☒ **One-of-a-kind**
The commodity or service has no competitive product (one-of-a-kind) AND IS AVAILABLE FROM ONLY ONE VENDOR.
- ☐ **No Substitute**
A component or replacement part has no substitute AND CAN BE OBTAINED FROM ONLY ONE VENDOR.
- ☒ **Compatibility**
Compatibility is the overriding consideration AND THE ITEM/SERVICE CAN BE OBTAINED FROM ONLY ONE VENDOR.
- ☐ **Delivery Date**
The ability of ONLY ONE VENDOR to meet a necessary delivery date.
- ☐ **Follow-up Service**
ONLY ONE VENDOR is able to make on-call repairs at a particular location.
- ☐ **Emergency**
Urgent need or the item or service does not permit soliciting competitive bids, as in cases of emergencies, disasters, etc.
- ☐ **Monopoly**
A monopoly exists as in the case of the U.S. Post Office, Florida Power & Light, Sun-Sentinel, Broward County and so on.

Requested By Steve Stillwell, Division Chief Date 7/25/13

Dept. Head Signature  Date 7-25-13

PURCHASING APPROVAL  Date 7/14/13



Title - TR12380 - Water Treatment Plant Emergency Generator Replacement Project - Bid No. 13-16B

Item No. 6 (e) on the Consent Agenda. (TR12380) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing that the City Commission award Bid No. 13-16B to Cardinal Contractors, Inc., and authorizes the appropriate City Officials to execute the agreement between the City of Tamarac and Cardinal Contractors, Inc., for an amount of \$1,319,000 for construction of the Water Treatment Plant Emergency Generator Replacement Project; a contingency in the amount of \$198,000 will be added to the project account for a total amount of \$1,517,000; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain and Assistant Director of Utilities Jim Moore***

ATTACHMENTS:

Name:

Description:

- 📎 [12380 MEMO.pdf](#)
- 📎 [12380 RESO.pdf](#)
- 📎 [12380 EXHIBIT A.pdf](#)
- 📎 [12380 EXHIBIT B.pdf](#)

Memo
Reso
Exhibit A
Exhibit B

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

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

DATE: July 15, 2013

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


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

**RE: Water Treatment Plant (WTP)
Emergency Generator
Replacement Project - Bid No.
13-16B
Temp. Reso. #12380**

RECOMMENDATION:

I recommend that the City Commission authorize the funding and awarding of Bid No. 13-16B, in the amount of \$1,319,000 to Cardinal Contractors, Inc., the lowest responsive and responsible bidder for the Water Treatment Plant Emergency Generator Replacement Project. A contingency in the amount of \$198,000 will be added to the Project Account for a total project budget of \$1,517,000.

ISSUE:

The existing 900 KW Emergency Generator at the WTP is 25 years old and too small to handle the current electrical demand under emergency conditions. The supporting electrical transfer switch, switchgear, and diesel storage tank are 25 to 40 years old and in need of replacement and will be replaced on this project. This project will replace the 900 KW Emergency Generator with a larger, more fuel efficient 1,000 KW Caterpillar unit designed to last 25 years and handle the full WTP electrical load under emergency conditions.

This project will also replace the existing 1,000-gallon diesel storage tank at Grant's Plaza, which is 35 years old, with a new double walled 2,000-gallon tank; and also replace the obsolete SCADA PLC units at Tract 27 and Grant's Plaza with new SCADA units.

BACKGROUND:

The City of Tamarac Water Treatment Plant currently has a 900 KW Emergency Generator driven by a 25-year old Caterpillar engine that is unable to meet the current WTP needs under emergency conditions. The main 480-volt GE switchgear is over 40 years old, the transfer switch for the Emergency Generator is 35 years old, and the 6,000-gallon diesel tank is 25 years old and all are in need of replacement. This project will replace the Emergency Generator with a new 1,000 KW Caterpillar unit designed for the current electrical load, along with a new GE switchgear, transfer switch and a new 8,000-gallon double walled diesel storage tank.

The existing SCADA PLC units at both Tract 27 and Grant's Plaza are obsolete and replacement parts are no longer supplied by the manufacturer. This project will provide SCADA PLC replacement units that are compatible with the SCADA system utilized at the WTP.

The existing 1,000-gallon diesel storage tank at Grant's Plaza is made of steel, is over 35 years old and has reached the end of its useful life. This project will decontaminate the existing tank, remove it, and replace it with a new, larger 2,000-gallon double walled tank.

Water Plant Emergency Generator Replacement Project bids (Bid No. 13-04B) were received on January 9, 2013 with three (3) bids ranging from \$1,647,000 to \$2,002,035 which was \$212,000 more than budgeted funds. The decision was made to reject all bids, complete value engineering, and then re-bid the project. Eckler Engineering, Inc., was issued a Change Order on May 6, 2013 increasing Task Authorization #11-04E from \$92,000 to \$122,000 to complete value engineering, re-permit, and re-bid the project.

The City of Tamarac publicly advertised Bid No. 13-16B Water Treatment Plant Emergency Generator Replacement in the Sun Sentinel on May 19, 2013 and on June 25, 2013; received, opened, and reviewed six (6) bids ranging from \$1,319,000 to \$1,528,010. Cardinal Contractors, Inc., was deemed the most responsive and responsible bidder with a bid of \$1,319,000.

FISCAL IMPACT:

Funding for this project is available within Project No. UT12A, which was budgeted \$1,250,000 in Fiscal Year 2012 with an available balance of \$1,137,706. Per Bid No. 13-16B, the contract amount is \$1,319,000 not including a contingency in the amount of \$198,000 (15.01% of the contract cost) that will be added for a total construction budget of \$1,517,000. An additional \$379,294 will be added to the project via a transfer from Utilities fund contingency.

JTM/mg

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2013-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THAT THE CITY COMMISSION AWARD BID NO. 13-16B TO CARDINAL CONTRACTORS, INC., AND AUTHORIZES THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF TAMARAC AND CARDINAL CONTRACTORS, INC., FOR AN AMOUNT OF \$1,319,000 FOR CONSTRUCTION OF THE WATER TREATMENT PLANT EMERGENCY GENERATOR REPLACEMENT PROJECT; A CONTINGENCY IN THE AMOUNT OF \$198,000 WILL BE ADDED TO THE PROJECT ACCOUNT FOR A TOTAL AMOUNT OF \$1,517,000; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac owns, operates and maintains a Water Treatment Plant located at 7803 NW 61st Street; and

WHEREAS, the City of Tamarac currently has a 900 KW Emergency Generator driven by a 25 year old Caterpillar engine that is unable to meet the current Water Treatment Plant needs under emergency conditions; and

WHEREAS, the Water Treatment Plant has a main 480-volt switchgear that is over 40 years old, Emergency Generator Transfer Switch that is 35 years old, and a 6,000-gallon diesel tank that is 25 years old and all are in need of replacement; and

WHEREAS, Section 62.555.320 (14) of the Florida Administrative Code (F.A.C.) specifies, "Design and Construction of Public Water Systems relating to Standby Power" and requires the Water Treatment Plant to operate and maintain an Emergency Generator; and

WHEREAS, in accordance with the Utilities Department's mandate to improve, renew and rehabilitate existing water and wastewater systems to ensure a safe, reliable and adequate water supply and wastewater system to all residents and customers of the City; the Water Treatment Plant Emergency Generator Replacement Project was recommended, approved and funded as a Capital Improvement Project; and

WHEREAS, Eckler Engineering, Inc., was awarded the contract to provide professional services for the design of the Water Treatment Plant Emergency Generator Replacement Project; including preparation of detailed plans and specifications followed by permitting and bidding assistance under Resolution #R-2011-130, passed and adopted by the City Commission on November 9, 2011; and

WHEREAS, Water Treatment Plant Emergency Generator Replacement Project bids (Bid No. 13-04B) were received on January 9, 2013 with three (3) bids ranging from \$1,647,000 to \$2,002,035 which was \$212,000 more than budgeted funds. The decision was made to reject all bids; have Eckler Engineering, Inc., complete value engineering, re-permit, and re-bid the project with a revised project design; and

WHEREAS, Eckler Engineering, Inc., was issued a Change Order on May 6, 2013 increasing Task Authorization #11-04E from \$92,000 to \$122,000 to complete value engineering, re-permit and re-bid the project; and

WHEREAS, the City of Tamarac publicly advertised Bid No. 13-16B, Water Treatment Plant Emergency Generator Replacement in the Sun Sentinel on May 19, 2013 (incorporated by reference and on file in the office of the City Clerk); and

WHEREAS, the City solicited competitive sealed bids and on June 25, 2013, received, opened and reviewed six (6) bids as follows:

COMPANY NAME	TOTAL BID \$
Cardinal Contractors, Inc.	1,319,000.00
Poole and Kent	1,390,000.00
Florida Design Contractors	1,406,000.00
Eau Gallie Electric	1,411,476.00
Overland Construction	1,493,114.00
Mega Wattage LLC	1,528,010.00

; and

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

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that the appropriate City Officials award Bid No. 13-

16B, Water Treatment Plant Emergency Generator Replacement Project to, and execute an agreement with Cardinal Contractors, Inc., for a contract cost of \$1,319,000.00 and a contingency in the amount of \$198,000 will be added to the Project Account for a total project budget of \$1,517,000 for the WTP Emergency Generator Replacement Project; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve the award of Bid No. 13-16B, Water Treatment Plant Emergency Generator Replacement Project to Cardinal Contractors Inc., and to execute an agreement with Cardinal Contractors, Inc., for a contract cost of \$1,319,000, and a contingency in the amount of \$198,000 will be added to the Project Account for a total project budget of \$1,517,000 for the WTP Emergency Generator Replacement Project; and

WHEREAS, approved funds in the amount of \$1,517,000 are available from the appropriate Fiscal Year 2013 Utilities Operational accounts.

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

SECTION 2: The award of Bid No. 13-16B, Water Treatment Plant Emergency Generator Replacement Project, to Cardinal Contractors, Inc., is hereby authorized.

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

SECTION 4: An expenditure for a contract cost of \$1,319,000 and a contingency in the amount of \$198,000 for a total project budget of \$1,517,000 is approved to be funded from the appropriate budgeted Fiscal Year 2013 Utilities Operational accounts.

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

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in

part or application; it shall not affect the validity of the remaining portions or applications of this Resolution.

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

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

ATTEST:

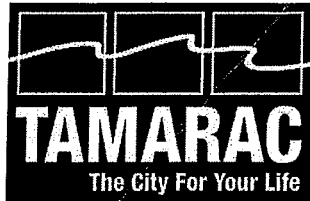
BETH TALABISCO
MAYOR

PATRICIA A. TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN
CITY ATTORNEY

JTM/mg

**SUBMIT BID TO:**

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

COPY

"EXHIBIT A"
TR #12380

INVITATION FOR BID**Bidder Acknowledgement**

BID NO.: **13-16B**
BID TITLE: **WATER TREATMENT PLANT - EMERGENCY GENERATOR REPLACEMENT**
BID OPENING DATE/TIME: **TUESDAY, JUNE 25, 2013 AT 3:00 PM LOCAL TIME**
BUYER NAME: **JIM NICOTRA, SENIOR PROCUREMENT SPECIALIST**
BUYER PHONE: **954-597-3570**
BUYER EMAIL: **jimn@tamarac.org**
PRE-BID CONFERENCE: **TUESDAY, MAY 28, 2013, 10:00AM, RM 204**
BONDING: **5% BID BOND – 100% PAYMENT/PERFORMANCE BOND (CD): \$40.00**

GENERAL CONDITIONS

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

SEALED BIDS

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

BIDDER COMPANY NAME: Cardinal Contractors, Inc.
COMPANY ADDRESS: 5365 Stirling Road, Fort Lauderdale, FL 33314
COMPANY PHONE: 954-587-0520
NAME OF AUTHORIZED AGENT: William J. McDevitt (Please see attached Certified Resolution)
TITLE OF AUTHORIZED AGENT: President
AUTHORIZED AGENT EMAIL ADDRESS: wmcdevitt@cardinalco.com
BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: 80-0388786

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



COPY

City of Tamarac

Purchasing and Contracts Division

COMPANY NAME: (Please Print): Cardinal Contractors, Inc.

5365 Stirling Road
Fort Lauderdale, FL 33314
State of Inc. -Florida

Phone: 954-587-0520

Fax: 954-587-6653

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

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

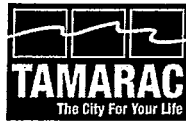
Submit ONE (1) Original AND TWO (2) Photocopies of your bid, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.

Make sure your Bid is submitted PRIOR to the deadline.

Late Bids will not be accepted.

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

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

**BID FORM****BID NO. 13-16B****WATER TREATMENT PLANT EMERGENCY GENERATOR REPLACEMENT**

Bids are hereby requested from qualified Contractors for the construction of WATER TREATMENT PLANT EMERGENCY GENERATOR REPLACEMENT. The project consists of the removal and replacement of the existing standby emergency power generator, fuel tank and main electrical gear at the City of Tamarac Water treatment plant, removal / replacement of the emergency fuel storage tank at the Grant's Plaza Water Booster Station and SCADA system improvements at the WTP, Grant's Plaza and Tract 27 Water Booster Stations all as described in the Contract Drawings and Specifications. Generally the work includes demolition, site work, mechanical, structural, architectural, electrical, instrumentation, and other incidentals to properly complete the project per the Contract Drawings and Specifications.

In order to be considered for award of this project, the Contractor must possess at time of bid opening, one of the following State Certified and/or County Competency licenses; or any license that can meet, exceed, or legally perform the scope of work will be acceptable, as determined by state or county licensing agency and provide proof upon request.

State: Certified General Contractor License, as defined by F.S. 489.105 3a plus last consecutive five (5) years of verifiable full-time experience in the water/wastewater treatment facility construction industry plus a minimum of having completed two (2) verifiable projects of similar nature or dollar cost.

OR

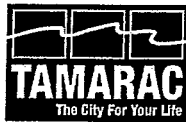
County: A Broward County Competency Engineering Contractor Class A license plus last consecutive five (5) years of verifiable full-time experience in the water/wastewater treatment facility construction industry plus a minimum of having completed two (2) verifiable projects of similar nature or dollar cost.

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

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

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

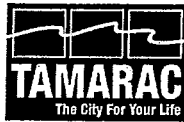
For each bid item, Bidder agrees to furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings. It is the intent of the City to award this bid based on the Total Base Bid for all bid items or Total Base Bid plus Add Alternate.

**BID SCHEDULE****BID NO. 13-16B****WATER TREATMENT PLANT EMERGENCY GENERATOR REPLACEMENT**

The Bidder, hereby declares that he or she has carefully examined and understands the specifications and instructions contained herein, and does hereby agree to furnish all labor, materials, tools, supervision, equipment, and to sustain all expenses incurred in performing the work, including bond and insurance fees, in strict accordance with the details and specifications which are made a part thereof at the following prices offered by Bidder. In the event of latent mathematical errors, Bidder recognizes these are clerical errors and may be corrected by Owner. Modification of this Bid Form-Bid Schedule, other than the information requesting below, shall not be accepted. The following Bid Items and quantities are estimated projections and shall not be construed as a guaranteed amount/quantity.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	*Mobilization/Demobilization	1	LS	65,000.00	65,000.00
2	Furnish all material, labor, and equipment to complete the work specified and depicted on drawings for the Water Treatment Plant, complete per the Contract Documents.	1	LS	1,113,990.00	1,113,990.00
3	Furnish all material and provide all labor and equipment to complete the work specified and depicted on the drawings for the Grant's Plaza Water Repump Station site, complete per the Contract Documents.	1	LS	120,000.00	120,000.00
4	Furnish all material and provide all labor and equipment to complete the work specified and depicted on the drawings for the Tract 27 Water Repump Station site, complete per the Contract Documents.	1	LS	20,000.00	20,000.00
5	Indemnification	1	LS	\$10	\$10

TOTAL BASE BID: \$ 1,319,000.00

**ADD ALTERNATE BID ITEM 1A**

Generator System Supplier shall provide an additional three (3) years 100% coverage, non-prorated labor and material warranty for the complete generator system provided under Specifications Section 16204 – Generator (Exterior Enclosed). If accepted by City, Add/Alternate 1A will increase the warranty period from two (2) years to five (5) years from the date of Substantial Completion. (Reference Spec Section 01010-3, Article 1.06, A, 1)

ADD ALTERNATE ITEM 1A:
(Separate Alternate Cost)

\$ 5,400.00

DEDUCT ALTERNATE 2A

Deductive alternate for an Alternate Generator system manufacturer meeting the requirements of Specifications Section 16204. (Reference Spec Section 01010-3, Article 1.06, A, 2)

DEDUCT ALTERNATE BID ITEM 2A:
Reference Spec Section 16204

\$ (52,000.00)

Propose ONE Alternate Generator System

(Must be of "equivalent" specification from a Manufacturer, industry recognized, for Quality & Longevity for this project scope application).

Alternate Generator Manufacturer:

Baldor

ADD ALTERNATE 2B

Alternate Generator System Supplier shall provide an additional three (3) years 100% coverage, non-prorated labor and material warranty for the complete generator system provided under Specifications Section 16204 – Generator (Exterior Enclosed). If accepted by City, Add/Alternate 2B will increase the warranty period from two (2) years to five (5) years from the date of Substantial Completion. (Reference Spec Section 01010-3, Article 1.06, A, 3)

ADD ALTERNATE ITEM 2B:
(Separate Alternate Cost)

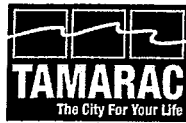
\$ 7,400.00

DEDUCT ALTERNATE 3

Deductive alternate for an alternate fuel storage tanks meeting UL – 2085 and the requirements of Specifications Section 13205. (Reference Spec Section 01010-3, Article 1.06, A, 4)

DEDUCT ALTERNATE BID ITEM 3:
Reference Spec Section 13205

\$ (49,000.00)



Propose ONE Alternate Fuel Tank Manufacturer

(Must be of "equivalent" specification from a Manufacturer, industry recognized, for Quality & Longevity for this project scope application).

Alternate Fuel Tank Manufacturer:

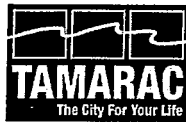
Modern Welding Company

NOTE:

*Item No. 1 Mobilization/Demobilization shall be capped at 5% of the Total Bid. Any amount above 5% for Item 1 shall be added apportionately to Bid Items 2, 3, and 4, as not to change the total amount of the bid.

DETERMINATION OF AWARD: Except where City exercises the right reserved herein to reject any or all bids, the contract shall be awarded by City to the lowest responsive and responsible Bidder based on the Total Base Bid.

NAME OF BIDDER: Cardinal Contractors, Inc.
5365 Sterling Road
Fort Lauderdale, FL 33314
State of Inc. - Florida



BID FORM
(continued)

BID NO. 13-16B

WATER TREATMENT PLANT EMERGENCY GENERATOR REPLACEMENT

Submitted by: Cardinal Contractors, Inc.

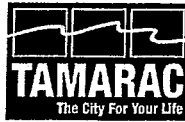
Date 06/25/2013

THIS BID IS SUBMITTED TO:

5365 Stirling Road
Fort Lauderdale, FL 33314
State of Inc. - Florida

City of Tamarac
Purchasing Division
7525 NW 88th Avenue
Tamarac, Florida 33321

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

**BID FORM**
(continued)**BID NO. 13-16B****WATER TREATMENT PLANT EMERGENCY GENERATOR REPLACEMENT**

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

A handwritten signature in black ink, appearing to read "W. J. McDevitt", written over a horizontal line.

Authorized Signature

Cardinal Contractors, Inc.

Company Name

William J. McDevitt, President

Typed/Printed Name

5365 Stirling Road

Address

954-587-0520

Telephone

Fort Lauderdale, FL 33314

City, State, ZIP State of Inc. - Florida

954-587-6653

Fax

80-0388786

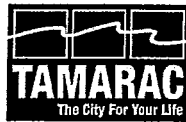
Federal Tax ID Number

wmcdevitt@cardinalco.com

Email address for above signer (if any)

CGC 034089

Contractor's License Number

**BID FORM**
(continued)**BID NO. 13-16B****WATER TREATMENT PLANT EMERGENCY GENERATOR REPLACEMENT**Bidder's Name: Cardinal Contractors, Inc.**TERMS:** 0 % (percent discount, if any, if payment made within N/A DAYS;
otherwise, terms are NET 30 days.

Delivery/Completion: Substantial Completion shall be no greater than (335) calendar days from the receipt of the City's Notice to Proceed. Final Completion shall occur within (30) calendar days of Substantial Completion.

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

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

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder shall be deemed non-responsive and ineligible for award.

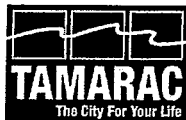
Would you accept Credit Card as payment from the City of Tamarac? ☐ Yes ☒ No

Payment by Electronic Funds Transfer: Vendors may now receive payments by direct deposit via electronic funds transfer instead of by paper check. Vendors are strongly encouraged to register to receive all payments by direct deposit. Access the City of Tamarac web-site at <http://www.tamarac.org/city-departments/financial-services/purchasing/register-for-direct-deposit-payment.aspx>

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

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

N/A

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

)ss.

County of Manatee)

William J. McDevitt, President being first duly sworn, deposes
and says that:

He/she is the Representative, (Owner, Partner, Officer,
Representative or Agent) of Cardinal Contractors, Inc., the
Offeror that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached
Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any
way colluded, conspired, connived or agreed, directly or indirectly, with any other
Offeror, firm, or person to submit a collusive or sham Proposal in connection with
the Work for which the attached Proposal has been submitted; or to refrain from
bidding in connection with such Work; or have in any manner, directly or indirectly,
sought by agreement or collusion, or communication, or conference with any
Offeror, firm, or person to fix the price or prices in the attached Proposal or of any
other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or
the Proposal price of any other Offeror, or to secure through any collusion,
conspiracy, connivance, or unlawful agreement any advantage against (Recipient),
or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part
of the Offeror or any other of its agents, representatives, owners, employees or
parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Cynthia I. Appel
Witness Cynthia I. Appel

Robin C. Wilson
Witness Robin C. Wilson

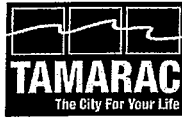
By William J. McDevitt

William J. McDevitt

Printed Name

President

Title 5365 Stirling Road
Fort Lauderdale, FL 33314
State of Inc. - Florida



ACKNOWLEDGMENT NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Manatee

On this the 25th day of June, 20 13, before me, the undersigned Notary Public of the State of Florida, personally appeared

William J. McDevitt, President and
(Name(s) of individual(s) who appeared before notary)

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

WITNESS my hand
and official seal.

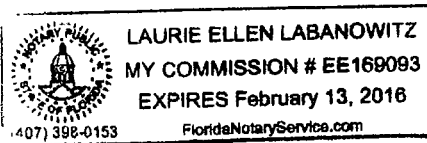
NOTARY PUBLIC
SEAL OF OFFICE:

Laurie Ellen Labanowitz
NOTARY PUBLIC, STATE OF FLORIDA

Laurie Ellen Labanowitz

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

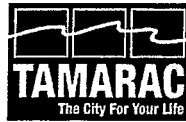
☒ Personally known to me, or
☐ Produced identification:



N/A
(Type of Identification Produced)

☐

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



CERTIFICATION

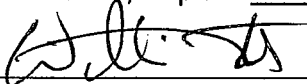
THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

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

Indicate which type of organization below:

INDIVIDUAL ☐PARTNERSHIP ☐CORPORATION ☒OTHER ☐

If "Other", Explain: N/A



 Authorized Signature

Cardinal Contractors, Inc.

 Company Name

William J. McDevitt, President

 Typed/Printed Name

5365 Stirling Road

 Address

954-587-0520

 Telephone

Fort Lauderdale, FL 33314

 City, State, ZIP

954-587-6653

 Fax

80-0388786

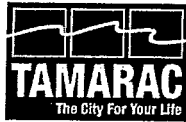
 Federal Tax ID Number

wmcdevitt@cardinalco.com

 Email address for above signer (if any)

CGC 034089

 Contractor's License Number



BIDDER'S QUALIFICATION STATEMENT

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

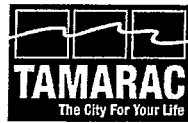
Name of Company Cardinal Contractors, Inc.
 Address 5365 Stirling Road
 City State Zip Fort Lauderdale, FL 33314
 Telephone 954-587-0520
 Fax Number 954-587-6653

1. How many years has your organization been in business under its present name?
29 Years
2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: N/A
3. Under what former name(s) has your business operated?
Widell, Inc.

List former address(es) of that business (if any):

N/A

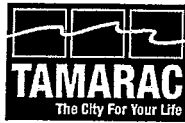
4. Are you Certified? Yes ☒ No ☐ If Yes, attach copy of Certification
5. Are you Licensed? Yes ☒ No ☐ If Yes, attach copy of License
6. Has your company ever declared bankruptcy? Yes ☐ No ☒
 If Yes, explain: N/A
7. Are you a Sales Representative ☐ Distributor ☐ Broker ☐ or Manufacturer ☐
 of the commodities/services bid upon? No
8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes ☐ No ☒ If yes, explain: (date, service/project, bid title etc.)
If City of Tamarac is considered the governmental entity, no.
9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes ☐ No ☒ If yes, explain: N/A
10. Have you ever been debarred or suspended from doing business with any governmental entity? Yes ☐ No ☒ If yes, explain: N/A



REFERENCES

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

Your Company Name	Cardinal Contractors, Inc.
Address	5365 Stirling Road
City State Zip	Fort Lauderdale, FL 33314
Phone/Fax	954-587-0520 / 954-587-6653
Agency/Firm Name:	City of Pembroke Pines, FL
Address	10100 Pine Blvd.
City State Zip	Pembroke Pines, FL 33026
Phone/Fax	954-435-6511 / jmclaughlin@ppines.com
Contact Name	Joe McLaughlin
Agency/Firm Name:	Hillsborough County, FL
Address	925 E. Twiggs Street
City State Zip	Tampa, FL 33601
Phone/Fax	813-272-5977 ext. 43321 /
Contact Name	Michael Kellogg
Agency/Firm Name:	City of Fort Lauderdale, FL
Address	100 N. Andrews Ave.
City State Zip	Fort Lauderdale, FL 33301
Phone/Fax	954-828-7809 / 954-828-5074 / jexamond@fortlauderdale.gov
Contact Name	Jean Examond
Agency/Firm Name:	Broward County, FL
Address	115 South Andrews Ave.
City State Zip	Fort Lauderdale, FL 33301
Phone/Fax	954-831-0969 / 954-831-0798 / bleonard@broward.org
Contact Name	Bob Leonard
Agency/Firm Name:	Sarasota County, FL
Address	1660 Ringling Blvd.
City State Zip	Sarasota, FL 34236
Phone/Fax	941-861-0570 / jchapman@scgov.net
Contact Name	John Chapman



VENDOR DRUG-FREE WORKPLACE

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

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

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

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

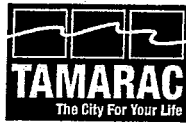
In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.

Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

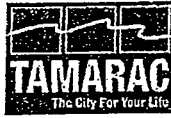
Authorized Signature William J. McDevitt, President
5365 Stirling Road
Fort Lauderdale, FL 33314
State of Inc. - Florida

Cardinal Contractors, Inc.
Company Name

**LIST OF SUBCONTRACTORS**

The Bidder shall list below the names and business address of each subcontractor who will perform Work under this Bid in excess of one percent of the Contractor's Total Bid Price, and shall also list the portion of the Work that will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement will render the Bid as non-responsive and may cause its rejection.

Work to Be Performed	% Total Contract	Contractor License No.	Subcontractor Name/Address
<u>Painting</u>	<u>1%</u>	<u>01-10022-PU-R</u>	<u>Service Painting</u> <u>12140 Metro Pkwy, Ft. Myers, FL 33966</u>
<u>Electrical</u>	<u>2%</u>	<u>EC-0001100</u>	<u>Edwards Electric</u> <u>7231 Southern Blvd., W. Palm Beach, FL 33413</u>



BID BOND

STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

KNOW ALL MEN BY THESE PRESENTS, that we, Cardinal Contractors, Inc.

as Principal, and Federal Insurance Company and Western Surety Company

as Surety, are held and firmly bound unto the City of Tamarac, a municipal corporation of the State of Florida in the penal sum of:

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated June 25, 20 13,

for:

Water Treatment Plant Emergency Generator Replacement

Bid No. 13-16B

NOW, THEREFORE,

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

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



**ACKNOWLEDGEMENT
BID BOND**

Signed and sealed this 19th day of June, 20 13

IN PRESENCE OF:

[Signature]
[Signature]

(AFFIX SEAL)

ATTEST:

Secretary

ATTEST:

See attached Notary Acknowledgment

Secretary

Cardinal Contractors, Inc.

[Signature]

Principal William J. McDevitt, President

10405 Technology Terrace

Business Address

Lakewood Ranch, FL 34211

City/State/Zip

(941) 377-8555

Business Phone

Federal Insurance Company and Western Surety Company

Surety*

[Signature]

By

Donna L. Welsh, Attorney-in-Fact

Title

Attorney-In-Fact*

By

*Impress Corporate Seal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN

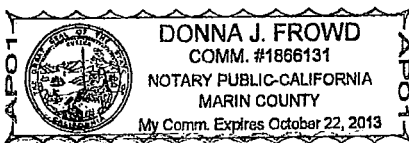
On June 19, 2013 before me, Donna J. Frowd, Notary Public, personally appeared Donna L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature Donna J. Frowd





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

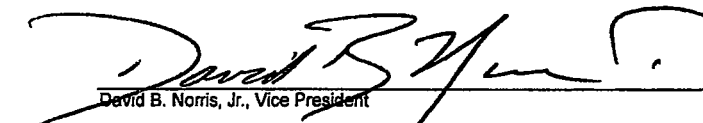
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Donna J. Frowd, Michael Brophy McGowan, Susan J. McGowan, Debbie L. Welsh and Donna L. Welsh of Novato, California** -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **23rd** day of **November, 2011**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

On this **23rd** day of **November, 2011**

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014**


Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, **Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**

(the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **19th** day of **June, 2013**.




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656

e-mail: surety@chubb.com

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Brophy Mc Gowan, Donna L Welsh, Donna J Frowd, Debbie L Welsh, Individually

of Novato, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of October, 2012.



WESTERN SURETY COMPANY

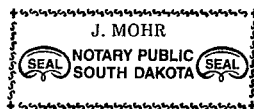
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

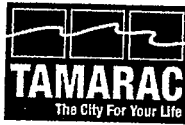
CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of June, 2013.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

**CERTIFIED RESOLUTION**

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

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

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

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

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

NAME	TITLE	SIGNATURE
<u>William J. McDevitt</u>	<u>Presidnet</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this 25th day of June, 2013.

(SEAL)

By: [Signature]
Robin C. Wilson Assistant Secretary

Assistant Secretary
5365 Stirling Road Corporate Title
Fort Lauderdale, FL 33316
State of Inc. - Florida

NOTE:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2013

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

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

PRODUCER
MCGRUFF, SEIBELS & WILLIAMS OF TEXAS, INC.
818 Town & Country Blvd, Suite 500
Houston, TX 77024-4549

CONTACT NAME:

PHONE (A/C, No, Ext): 713-877-8975

FAX (A/C, No): 713-877-8974

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Zurich American Insurance Company

16535

INSURER B : American Zurich Insurance Company

40142

INSURER C : National Union Fire Insurance Company of Pittsburgh, PA

19445

INSURER D :

INSURER E :

INSURER F :

INSURED
Cardinal Contractors, Inc.
10405 Technology Terrace
Lakewood Ranch, FL 34211

COVERAGES

CERTIFICATE NUMBER: Q9R5NAWY

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GLO 5490287-01 SIR: \$250,000	02/28/2013	02/28/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			BAP 5490286-01	02/28/2013	02/28/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Physical Damage Ded. 2,500
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
C	UMBRELLA LIAB			BE37709396	02/28/2013	02/28/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 5490288-01 WC 5490290-01 EWS 5490291-01 SIR: \$250,000	02/28/2013	02/28/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					

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

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only

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

AUTHORIZED REPRESENTATIVE

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

DBA:

Business Name: CARDINAL CONTRACTORS INC

Receipt #: 180-6618

Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: WILLIAM MCDEVITT

Business Location: 5365 STIRLING RD
FT LAUDERDALE

Business Opened: 12/28/2005

State/County/Cert/Reg: CGC034089

Exemption Code:

Business Phone: 954-587-0520

Rooms

Seats

Employees

60

Machines

Professionals

Number of Machines:		For Vending Business Only				Vending Type:	
		Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
Tax Amount	150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

WILLIAM MCDEVITT
10405 TECHNOLOGY TERRACE
LAKEWOOD RANCH, FL 34211

Receipt #01B-11-00019420
Paid 07/20/2012 150.00

2012 - 2013

State of Florida

Department of State

I certify from the records of this office that CARDINAL CONTRACTORS, INC. is a corporation organized under the laws of the State of Florida, filed on November 19, 2003.

The document number of this corporation is P03000135967.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on May 10, 2013, and its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of May,
2013*



Ken Deitzner
Secretary of State

Authentication ID: CU5132786361

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

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

AC#6180804

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12070200990

DATE	BATCH NUMBER	LICENSE NBR
07/02/2012	120002656	CGC034089

The GENERAL CONTRACTOR

Named below IS CERTIFIED

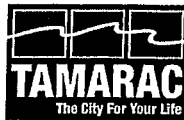
Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2014

MCDEVITT, WILLIAM J
CARDINAL CONTRACTORS INC
10405 TECHNOLOGY TERRACE
LAKEWOOD RANCH FL 34211RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

**TRENCH SAFETY FORM**

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

TRENCH SAFETY MEASURE (Description)	UNITS OF MEASURE (LF/SF)	UNIT (Qty)	UNIT_COST	EXTENDED COST
A. <u>Sloping</u>	<u>LF</u>	<u>100</u>	<u>\$ 2.00</u>	<u>\$ 200.00</u>
B.			\$	\$
C.			\$	\$
D.			\$	\$
TOTAL	\$ 200.00			

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

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

DATE: 06/25/2013

(Signature)

William J. McDevitt, President
Cardinal Contractors, Inc.
5365 Stirling Road
Fort Lauderdale, FL 33314
State of Inc. - Florida

ACKNOWLEDGEMENT

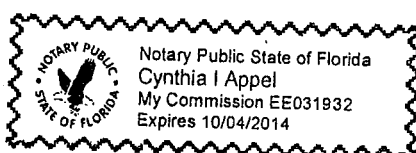
STATE OF: Florida

COUNTY OF: Manatee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

William J. McDevitt, President, who, after first being duly sworn by me,
(Name of individual Signing)

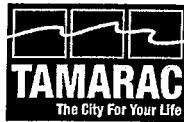
affixed his/her signature in the space provided above on this 25th day of June, 2013



Cynthia I. Appel

NOTARY PUBLIC

My Commission Expires: 10/04/2014



ELECTRONIC FILE(S) DISCLAIMER

City of Tamarac and Eckler Engineering, Inc. (EEI) will provide electronic files for CONTRACTOR's convenience and use in the preparation of CONTRACTOR's bid related to Water Treatment Plant Emergency Generator Replacement, subject to the following terms and conditions:

EEI's electronic files are compatible with Adobe Reader. EEI makes no representation as to the compatibility of these files with CONTRACTOR's hardware or CONTRACTOR's software.

Data contained on these electronic files are part of EEI's instruments of service and shall not be used by CONTRACTOR or anyone else receiving these data through or from CONTRACTOR for any purpose other than as a convenience in the preparation of CONTRACTOR's bid for the referenced project. Any other use or reuse by CONTRACTOR or by others will be at CONTRACTOR's sole risk and without liability or legal exposure to EEI. CONTRACTOR agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against EEI, our officers, directors, employees, agents or subconsultants that may arise out of or in connection with CONTRACTOR's use of the electronic files.

Furthermore, CONTRACTOR shall, to the fullest extent permitted by law, indemnify and hold EEI harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from CONTRACTOR's use of these electronic files.

These electronic files are bidding documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. EEI makes no representation regarding the accuracy or completeness of the electronic files CONTRACTOR receives. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by EEI and the electronic files, the signed and sealed hard-copy construction documents shall govern. CONTRACTOR is responsible for determining if any conflict exists. By CONTRACTOR's use of these electronic files, CONTRACTOR is not relieved of CONTRACTOR's duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate CONTRACTOR's work with that of material/equipment suppliers and/or sub-contractors for the project and to be sure that all pages of the documents have been received.

Because information presented on the electronic files can be modified, unintentionally or otherwise, EEI reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

EEI makes no warranties, either express or implied, of merchantability and fitness for any purpose other than bidding this project. In no event shall EEI be liable for any loss of profit or any consequential damages as a result of CONTRACTOR's use or reuse of these electronic files.

Cardinal Contractors, Inc.

Bidder's Company Name

Signature of Authorized Agent of Bidder

William J. McDevitt, President

Name and Title (Printed)

5365 Stirling Road
Fort Lauderdale, FL 33314
State of Inc. - Florida

06/06/2013

Date

AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
CARDINAL CONTRACTORS, INC.

THIS AGREEMENT is made and entered into this ____ day of _____, 2013 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Cardinal Contractors, Inc., a Florida corporation with principal offices located at 10405 Technology Terrace, Lakewood Ranch, FL 34211 (the "Contractor") to provide for removal and replacement of the existing standby emergency power generator, fuel tank, and main electrical gear at the City's Water Treatment Plant, removal/replacement of the fuel tank and main electrical gear at Grant's Plaza Water Booster Station and SCADA system improvements at the Water Treatment Plant, Grant's Plaza and Tract 27 Water booster stations.

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. 13-16B, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between 13-16B as issued by City, and Contractor's Proposal, 13-16B as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Document, this Agreement shall prevail.

2) The Work

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

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

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the

performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

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

3) Insurance

3.1. Contractor shall obtain at Contractor's expense all necessary Insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk, and all other Insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such Insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all Insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such Insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Time of Commencement and Substantial Completion

4.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be substantial completed within (335) calendar days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final payment.

4.2 During the pre-construction portion of the work hereunder, the parties

agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

5) Contract Sum

The Contract Sum for the above work is One Million Three Hundred Nineteen Thousand Dollars and no cents (\$1,319,000.00).

6) Payments

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

7) Remedies

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

8) Change Orders

- 8.1 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make

increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

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

been issued, the City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

9) No Damages for Delays

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

10) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the

project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11) Warranty

Contractor warrants the work against defect for a period of one (1) year from the date of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

12) Indemnification

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

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

13) Non-Discrimination & Equal Opportunity Employment

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

that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

14) Independent Contractor

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

15) Assignment and Subcontracting

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

16) Notice

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

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

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

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

CONTRACTOR
Cardinal Contractors, Inc.
10405 Technology Terrace
Lakewood Ranch, FL 34211

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

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.

25) Contingent Fees

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

26) Public Records

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

- 26.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- 26.1.2 Provide the public with access to such public records on the same terms as that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- 26.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 26.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

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

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

CITY OF TAMARAC

Beth Talabisco, Mayor

Date

Michael C. Cernech, City Manager

ATTEST:

Patricia A. Teufel, CMC
City Clerk

Date

Approved as to form and legal sufficiency:

Date

City Attorney

Date

ATTEST:

CARDINAL CONTRACTORS, INC.

Company Name

Signature of Corporate Secretary ~~Assistant~~ Signature of President

Robin C. Wilson

Type/Print Name of Corporate Secy.

William J. McDevitt

Type/Print Name of President

(CORPORATE SEAL)

Date

7/18/13

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
COUNTY OF Manatee :SS

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

WITNESS my hand and official seal this day of July 18, 2013.

Lauren Probst

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 - TR12377 SHIP Annual Reports

Item No. 6 (d) on the Consent Agenda. (TR12377(A Resolution of the City Commission of the City of Tamarac, Florida, approving the annual reports for the State Housing Initiative Partnership for the Close Out Report FY 2010/2011 and the Interim Reports for FY 2011/2012 and FY 2012/2013; providing for conflicts; providing for severability; and providing for an effective date. - ***Interim Community Development Director Frank Zickar and Housing & Neighborhood Programs Manager Angela Bauldree***

ATTACHMENTS:

Name:

- 📄 [TEMP RESO# 12377Staff_Report-SHIP_Annuals_2013.doc](#)
- 📄 [TEMP RESO #12377- RESOLUTION-2013-SHIP_Reports.doc](#)
- 📄 [ShipAnnualReport_10-11.pdf](#)
- 📄 [ShipAnnualReport_11-12.pdf](#)
- 📄 [ShipAnnualReport_12-13.pdf](#)

Description:

- Staff Report
- Resolution
- Close Out Report FY 10/11 - Exhibit A
- Interim Report FY 11/12 - Exhibit B
- Interim Report FY 12/13 - Exhibit C

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM (#13-07-001M)
COMMUNITY DEVELOPMENT DEPARTMENT**

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

DATE: August 12, 2013

**FROM: Frank Zickar, Interim Director
Community Development**

**RE: Approval of FY 10/11, 11/12, 12/13
SHIP Annual Reports
Case No. 12-MI-13
Temp Reso. #12377**

Recommendation: The Interim Director of Community Development recommends that the Mayor and City Commission approve the Resolution providing for the Annual Report for State Housing Initiative Partnership (SHIP) Close Out Report FY 2010/2011 and Interim Reports for FY 2011/2012, and FY 2012/2013.

Issue: According to program mandates, an annual report for each of the three open SHIP funding years (FY10/11, 11/12 and 12/13) is required to be submitted to the Florida Housing Finance Corporation at the conclusion of each funding year.

Background: The City annually submits three years of Annual Reports in order to meet the state mandated deadline. The 2010/2011 funds are at "close-out" year, which means the deadline for expenditure of funds allotted for that year has been reached. The City has expended all the funds for FY 10/11 and that annual report will reflect as a "close-out report" to the Florida Housing Finance Corporation. The other two years are "Interim Reports" at which the FY 11/12 funds must be encumbered and the FY 12/13 funds may continue being encumbered until June 30, 2014. Staff fully expects all three reports to be in compliance with State requirements and approved by the State once received.

Fiscal Impact: : "No direct budgetary impact." Submission of reports is required for continued funding. This amendment is consistent with the City's Strategic Plan Goal #5; Safe and Vibrant Community.

Staff recommends the City Commission approve the submission of three SHIP Annual Reports to the Florida Housing Finance Corporation.

Frank Zickar

Attachments:

Resolution # 12377
FY 2010/2011 "Close-Out" Annual Report
FY 2011/2012 "Interim" Annual Report
FY 2012/2013 "Interim" Annual Report

RESOLUTION NO. 2013-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE ANNUAL REPORTS FOR THE STATE HOUSING INITIATIVE PARTNERSHIP FOR THE CLOSE OUT REPORT FY 2010/2011 AND THE INTERIM REPORTS FOR FY 2011/2012 AND FY 2012/2013; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac, Florida (hereinafter referred to as the "City"), receives annual funding from the State Housing Initiative Partnership ("SHIP") Program; and

WHEREAS, the City is required to submit annual reports to the Florida Housing Finance Corporation regarding the expenditure of SHIP funds pursuant to Section 420.9075(10), Florida Statutes; and

WHEREAS, the City Commission deems it to be in the best interests of the citizens and residents of the City to approve and submit the Annual Reports under the SHIP Program the Close Out Report for Fiscal Year 2010/2011, and the Interim Reports for Fiscal Years 2011/2012, and 2012/2013 which are attached hereto as Exhibit "A", Exhibit "B", and Exhibit "C", respectively, and incorporated herein by reference.

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

RESOLUTION NO. 2013-__

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.

Section 2. The City Commission of the City of Tamarac, Florida hereby certifies, approves, and authorizes the filing of the State Housing Initiative Partnership ("SHIP") Annual Reports for the Close Out Report Fiscal Year 2010/2011, and the Interim Reports for Fiscal Years 2011/2012, and 2012/2013, which are attached hereto as Exhibit "A", Exhibit "B", and Exhibit "C", respectively, and incorporated herein by reference.

Section 3. The City Clerk is hereby directed to provide a certified copy of this Resolution along with the City's SHIP Program Annual Reports and Interim Reports to the appropriate governmental officials.

Section 4. All resolutions or parts of resolutions on in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

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

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

RESOLUTION NO. 2013-__

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY
OF TAMARAC, FLORIDA THIS ____ DAY OF _____, 2013.**

CITY OF TAMARAC, FLORIDA

BETH TALABISCO, MAYOR

B. TALABISCO	_____
H. DRESSLER	_____
P. BUSHNELL	_____
P. ATKINS-GRAD	_____
D. GLASSER	_____

ATTEST:

PAT TEUFEL,
CITY CLERK

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

CITY ATTORNEY

Title: SHIP Annual Report

Report Status: Unsubmitted

Tamarac FY 2010/2011

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	Home Rehabilitation	\$3,469.11	1	\$0.00	0	\$0.00	0
Homeownership Totals:		\$3,469.11	1	\$0.00	0	\$0.00	0

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
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Rental Totals:

Subtotals: **\$3,469.11** **1** **\$0.00** **0** **\$0.00** **0**

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$400.00	\$0.00	\$0.00
Homeownership Counseling	\$0.00	\$0.00	\$0.00
Admin From Program Income	\$0.00	\$0.00	\$0.00
Admin From Disaster Funds	\$0.00	\$0.00	\$0.00

Totals: **\$3,869.11** **1** **\$0.00** **0** **\$0.00** **0**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	
Program Income (Interest)	\$0.50
Program Income (Payments)	\$4,000.00
Recaptured Funds	\$0.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	-\$130.89
Total:	\$3,869.61

*** Carry Forward to Next Year: \$0.50**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$3,469.11	11.30%
Public Moneys Expended	\$27,224.34	88.70%
Private Funds Expended	\$0.00	.00%
Owner Contribution	\$0.00	.00%
Total Value of All Units	\$30,693.45	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$3,469.11	\$0.00	#Error	65%
Construction / Rehabilitation	\$3,469.11	\$0.00	#Error	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$0.00	\$0.00	\$0.00	\$0.00	.00%
Very Low	\$3,469.11	\$0.00	\$0.00	\$3,469.11	89.65%
Low	\$0.00	\$0.00	\$0.00	\$0.00	.00%
Moderate	\$0.00	\$0.00	\$0.00	\$0.00	.00%
Totals:	\$3,469.11	\$0.00	\$0.00	\$3,469.11	89.65%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$0.00	0	\$0.00		\$0.00	0
Very Low	\$3,469.11	1	\$0.00	0	\$3,469.11	1
Low	\$0.00	0	\$0.00	0	\$0.00	0
Moderate	\$0.00	0	\$0.00	0	\$0.00	0
Totals:	\$3,469.11	1	\$0.00	0	\$3,469.11	1

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Home Rehabilitation	Tamarac	0	1	0	0	1
Totals:		0	1	0	0	1

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Home Rehabilitation	Tamarac	0	0	1	0	1
Totals:		0	0	1	0	1

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Home Rehabilitation	Tamarac	0	1	0	1
Totals:		0	1	0	1

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Home Rehabilitation	Tamarac	0	1	0	0	0	0	1
Totals:		0	1	0	0	0	0	1

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Home-less	Elderly	Special Needs	Special Needs	Total
Home Rehabilitation	Tamarac							0
Totals:								0

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Form 4

Status of Incentive Strategies

Incentive Strategy:

3 Prior incentives:
Expedited Permitting
Zero Lot Line Configuration
On-Going Policy review

New incentive effective Dec 2012:
List of Publicly Owned Land

Adopting Ordinance or Resolution Number or identify local policy:

Three prior incentives approved RESO 2007-34

New Incentive strategy approved via RESO 2012-117.

Implementation Schedule (Date):

On-Going and in place

Has the plan or strategy been implemented? If no, describe the steps that will be taken to implement the plan:

Yes

Status of Strategy - (is the strategy functioning as intended, i.e. are the time frames being met, etc.):

All four strategies in place and functioning as intended.

Support Services

The City utilizes outside Housing Counseling agencies, and internal departments for the successful implementation of its affordable housing programs.

Other Accomplishments

SHIP is minimally funded. Used as a leveraging source. No SHIP success stories to report.

Availability for Public Inspection and Comments

A Commission Workshop, open to the public, was held August 26, 2013 at 9:30 am. On August 28, 2013, a second public meeting was held by the City Commission for the formal approval the SHIP Annual Reports. No public comments were received during either meeting.

Default and Foreclosure

Mortgage Foreclosures

- A. Very low income households in foreclosure: 0
- B. Low income households in foreclosure: 0
- C. Moderate households in foreclosure: 0

Mortgage Defaults

- A. Very low income households in default: 0
- B. Low income households in default: 1
- C. Moderate households in default: 0

Welfare to Work Programs

No sponsors utilized

Strategies and Production Costs

Strategy	Average Cost
Home Rehabilitation	\$3,469.11

Expended Funds

Total Unit Count: 1

Total Expended Amount: **\$3,469.00**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
Home Rehabilitation	Luscine Petit	8608 NW 59 Place	Tamarac	33321	\$3,469.11	<input type="checkbox"/>

Administrative Expenditures

Local Government (city staff) - \$400.00
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Sub Recipients and Consultants

Name	Business Type	Strategy Covered	Responsibility
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Program Income

Program Income Funds	
Loan Repayment:	\$.00
Refinance:	\$.00
Foreclosure:	\$.00
Sale of Property:	\$4,000.00
Interest Earned:	\$.50
Other ():	

Total: \$4,000.50

Explanation of Recaptured funds

Description	Amount

Title: SHIP Annual Report

Report Status: Unsubmitted

Tamarac FY 2011/2012

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Home Rehabilitation	\$42,057.03	3	\$0.00	0	\$0.00	0
Homeownership Totals:		\$42,057.03	3	\$0.00	0	\$0.00	0

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
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Rental Totals:

Subtotals: \$42,057.03 3 \$0.00 0 \$0.00 0

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$4,100.00	\$0.00	\$0.00
Homeownership Counseling	\$0.00	\$0.00	\$0.00
Admin From Program Income	\$0.00	\$0.00	\$0.00
Admin From Disaster Funds	\$0.00	\$0.00	\$0.00

Totals: \$46,157.03 3 \$0.00 0 \$0.00 0

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$46,121.00
Program Income (Interest)	\$79.05
Program Income (Payments)	\$0.00
Recaptured Funds	\$0.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$0.50
Total:	\$46,200.55

* Carry Forward to Next Year: \$43.52

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$42,057.03	37.11%
Public Moneys Expended	\$71,274.08	62.89%
Private Funds Expended	\$0.00	.00%
Owner Contribution	\$0.00	.00%
Total Value of All Units	\$113,331.11	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$42,057.03	\$46,121.00	91.19%	65%
Construction / Rehabilitation	\$42,048.83	\$46,121.00	91.17%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$0.00	\$0.00	\$0.00	\$0.00	.00%
Very Low	\$26,521.00	\$0.00	\$0.00	\$26,521.00	57.40%
Low	\$15,536.03	\$0.00	\$0.00	\$15,536.03	33.63%
Moderate	\$0.00	\$0.00	\$0.00	\$0.00	.00%
Totals:	\$42,057.03	\$0.00	\$0.00	\$42,057.03	91.03%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$0.00	0	\$0.00	0	\$0.00	0
Very Low	\$26,521.00	1	\$0.00	0	\$26,521.00	1
Low	\$14,345.35	1	\$1,190.68	1	\$15,536.03	2
Moderate	\$0.00	0	\$0.00	0	\$0.00	0
Totals:	\$40,866.35	2	\$1,190.68	1	\$42,057.03	3

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Home Rehabilitation	Tamarac	0	1	2	0	3
Totals:		0	1	2	0	3

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Home Rehabilitation	Tamarac	0	0	1	2	3
Totals:		0	0	1	2	3

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Home Rehabilitation	Tamarac	3	0	0	3
Totals:		3	0	0	3

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Home Rehabilitation	Tamarac	2	1	0	0	0	0	3
Totals:		2	1	0	0	0	0	3

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Home-less	Elderly	Special Needs	Special Needs	Total
Home Rehabilitation	Tamarac							0
Totals:								0

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Expended Funds

\$42,057.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
Home Rehabilitation	Finigin, Patricia	5407 NW 49 Terr	Tamarac	33319	\$14,345.35	<input type="checkbox"/>
Home Rehabilitation	Dellop, Larna	5717 NW 85 Terrace	Tamarac	33321	\$26,521.00	<input type="checkbox"/>
Home Rehabilitation	Winter, B	8321 Sands Point Blvd #305	Tamarac	33321	\$1,190.68	<input type="checkbox"/>

Tamarac 2011 Interim-1

Title: SHIP Annual Report

Report Status: Unsubmitted

Tamarac FY 2012/2013

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Home Rehabilitation	\$.00	0	\$22,330.69	1	\$.00	0
Homeownership Totals:		\$.00	0	\$22,330.69	1	\$.00	0

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							

Subtotals: \$.00 0 \$22,330.69 1 \$.00 0

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$375.05	\$1,994.95	\$.00
Homeownership Counseling	\$.00	\$.00	\$.00
Admin From Program Income	\$.00	\$.00	\$.00
Admin From Disaster Funds	\$.00	\$.00	\$.00

Totals: \$375.05 0 \$24,325.64 1 \$.00 0

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$23,704.00
Program Income (Interest)	\$18.17
Program Income (Payments)	\$935.00
Recaptured Funds	\$.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$43.52
Total:	\$24,700.69

* Carry Forward to Next Year: \$.00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$.00	.00%
Public Moneys Expended	\$25,000.00	100.00%
Private Funds Expended	\$.00	.00%
Owner Contribution	\$.00	.00%
Total Value of All Units	\$25,000.00	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$22,330.69	\$23,704.00	94.21%	65%
Construction / Rehabilitation	\$22,330.69	\$23,704.00	94.21%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$.00	\$.00	\$.00	\$.00	.00%
Very Low	\$.00	\$22,330.69	\$.00	\$22,330.69	90.41%
Low	\$.00	\$.00	\$.00	\$.00	.00%
Moderate	\$.00	\$.00	\$.00	\$.00	.00%
Totals:	\$.00	\$22,330.69	\$.00	\$22,330.69	90.41%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$.00	0	\$.00	0	\$.00	0
Very Low	\$.00	0	\$.00	0	\$.00	0
Low	\$.00	0	\$.00	0	\$.00	0
Moderate	\$.00	0	\$.00	0	\$.00	0
Totals:	\$.00	0	\$.00	0	\$.00	0

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Home Rehabilitation	Tamarac	0	0	0	0	0
Totals:		0	0	0	0	0

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Home Rehabilitation	Tamarac	0	0	0	0	0
Totals:		0	0	0	0	0

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Home Rehabilitation	Tamarac	0	0	0	0
Totals:		0	0	0	0

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Home Rehabilitation	Tamarac	0	0	0	0	0	0	0
Totals:		0	0	0	0	0	0	0

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Home-less	Elderly	Special Needs	Special Needs	Total
Home Rehabilitation	Tamarac							0
Totals:								0

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Expended Funds

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
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Tamarac 2012 Interim-2



Title - TR12379 - Palm Cove Restrictive Covenants

Item No. 6 (c) on the Consent Agenda. (TR12379) A Resolution of the City Commission of the City of Tamarac, Florida, approving the request of Richard Coker, Esq. of Coker and Finer on behalf of the property owner, LDC Monterey Ventures, LLC, to amend the Declaration of Restrictive Covenants for Palm Cove as recorded in Official Record Book 44460, Page 1757 (Case No. 13-MI-13); providing for conflicts; providing for severability; and providing for an effective date. - ***Interim Community Development Director Frank Zickar***

ATTACHMENTS:

Name:

- 📎 [1308002m Palm Cove - Deed Restrictions.doc](#)
- 📎 [TR12379-Palm Cove Restrictive Covenant.doc](#)
- 📎 [Tamarac N Laud Housing Needs Assm Carrasv1 1 132.pdf](#)
- 📎 [Amended Declaration Monterey Clean.doc](#)

Description:

- TR12379 - Palm Cove Memo
- TR12379 Resolution
- TR12379 - Palm Cove - Affordable Housing
- TR12379 - Palm Cove - Amendment

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 13-08-002M
COMMUNITY DEVELOPMENT DEPARTMENT

TO:	Michael C. Cernech, City Manager	DATE:	August 14, 2013
FROM:	Frank L. Zickar, Interim Director of Community Development	RE:	Amendment to Restrictive Covenants Palm Cove – Deed Restrictions
		CASE#:	13-MI-13 Temp Reso. No. 12379
		MF#:	05-03

RECOMMENDATION: The Interim Director of Community Development recommends that the Mayor and City Commission approve the request by Richard Coker ESQ. on behalf of LDC Monterey Ventures LLC to amend the Declaration of Restrictive Covenants for the property now known as Palm Cove at its August 28, 2013 meeting.

ISSUE: Richard Coker, Esq. of Coker and Feiner, Designated Agent for the property owners, LDC Monterey Ventures LLC is requesting that the City Commission review and approve amendments to the Declaration of Restrictive Covenants as it pertains to the property known as Palm Cove.

BACKGROUND: On January 10, 2007 the City Commission approved a Land Use Plan Amendment to allow for the future development of a total of two-hundred and thirty two (232) dwelling units, on approximately 33.38 net acres. The property, which is now known as Palm Cove is located directly east of Florida's Turnpike, south of Commercial Boulevard. Subsequent to adoption of the Land Use Plan Amendment, a plat and site plan were approved by the City Commission.

The Land Use Plan Amendment to the City of Tamarac's Future Land Use Plan was being processed concurrently with a Land Use Plan Amendment to Broward County's Future Land Use Plan. As an inducement for Broward County to adopt the Broward County Land Use Plan Amendment, the owner of the property voluntarily placed restrictive covenants upon the property. The Declaration of Restrictive Covenants recorded in Official Record Book 44460, Page 1757 states that modifications to the covenants are subject to approval by the City Commission and the Board of County Commissioners. On April 11, 2012 the property was purchased by LDC Monterey Ventures LLC. The new owners commenced negotiations with City staff regarding proposed changes to the restrictive covenants. Should the City Commission approve the proposed amendments to the Declaration of Restrictive Covenants, this item will then be placed before the Broward County Board of County Commissioners for review and approval.

ANALYSIS: The Palm Cove property has been the subject of code violations. Residents within the surrounding communities, Mainlands 1, 2, 3 and 5 have complained to the City Commission and staff at neighborhood meetings, City Commission meetings and through written correspondence regarding the condition of the ground cover. The area is best served by development of the property. The aim of staff's negotiations with the new owner is to ensure that orderly development, which includes a decrease in density commences in a timely fashion.

It should be noted that the proposed amendments to the Declaration of Restrictive Covenants will not result in changes to payments to the Mainland 1, 2, 3 and 5 Homeowners Associations. The agreement has been submitted in draft form and is attached. Staff has reviewed the amendments and has the following comments;

Decrease in the Number of Units and Change to Unit Type

The existing deed restrictions limit development to not more than two hundred and thirty two (232) residential dwelling units. This restriction included primarily townhouse units. The proposed amendment will limit development to two hundred and twenty five (225) single family units. Should the amendment be approved the result would be a decrease of seven (7) dwelling units. The number of single family units will be increased from 48 to 61, while the number of townhouse units will be decreased from 184 to 164. It should be noted that the City commission approved a site plan which reflects this density. The proposed detached single family unit type exceeds the previously proposed development in sales prices and aesthetic quality. As such, Staff supports this amendment.

Municipal Services Fee

The original restriction required that the owner pay \$500,000 in a lump sum for improvements to the fire station and park upon the issuance of the first building permit for a structure. The amendment allows for \$400,000 to be paid for municipal purposes on a permit by permit basis. The amendment will relieve the developer of payment of a large lump sum at commencement of construction by extending payment of impact fees on a permit by permit basis over the life of the project. The decrease in fees to be paid is justified due to the decrease in density and changing economic conditions. Staff supports this amendment.

Traffic Calming Mechanisms

The restrictive covenants currently require that upon approval by the City, the owner shall install traffic calming mechanisms within the property and adjacent neighborhoods at a cost not to exceed \$125,000. The proposed amendment would require that the same amount be placed in escrow upon the issuance of the first building permit and that these funds will be used to do a traffic study and install traffic calming mechanisms within adjacent neighborhood streets. The amendment provides for unused funds to be returned to the developer after a traffic study has been conducted 6 months after the issuance of the last building permit within Palm Cove. This will allow for placement of traffic calming mechanisms in appropriate locations subject to technical review. Staff supports this amendment.

Affordable Housing

The Declaration of Restrictive Covenants currently requires that fifteen (15) percent of the units be reserved for workforce housing. This would equate to thirty-five (35) units given the number of units currently permitted (232 units). In addition, a Declaration of Restrictive Covenant (Workforce Housing) stated “For the purpose of satisfying this Declaration, a Workforce Housing Unit shall mean that each residential unit so designated shall be offered for sale by the Declarant for a purchase price... that does not exceed the greater of: (i) \$229,000.00 per residential unit or (ii) the applicable maximum sales price for Workforce Housing Units as determined for Broward County for Qualified Persons”. Given that the sales price for the units will be in the low to mid two hundred thousands, it follows that the restriction is now redundant.

The applicant is proposing to amend the Declaration of Restrictive Covenants to allow for a payment of \$400.00 per unit in lieu of providing affordable housing on site. This would equate to \$90,000 which would be used by the City of Tamarac for down payment assistance for income eligible households.

In 2012 when amendments to the restrictive covenants for Sabal Palm were approved by the City Commission, staff researched the housing market in terms of ascertaining a fair fee in lieu of the provision of affordable housing. The challenge for Tamarac's citizens at that time, and presently, is not in finding affordable housing but rather in attaining the necessary financing. This fact was confirmed by an Affordable Housing Analysis Market Analysis conducted by Carras Community Investment, Inc. in April 2012. The study was updated to support this proposed amendment in January 2013 (attached). The amendment as proposed would help alleviate this situation. It should be noted that the \$400 per unit fee in lieu of the provision of affordable housing units on site was approved by the County Commission as part of the Sabal Palm action. Staff supports this amendment.

Sound Wall

The original Declaration of Restrictive Covenants required the developer to construct a nineteen (19) foot sound wall on the portion of the property north of Commercial Boulevard abutting Florida's Turnpike. The location of the wall is delineated by the arrow on the aerial shown below;



The new owner of the property is requesting that the City approve a decrease in the height of the wall from nineteen (19) to ten (10) feet. The site plan as proposed shows a heavily landscaped ten (10) high wall. Staff believes that this configuration is aesthetically more preferable. The mass of a nineteen (19) foot wall is difficult to camouflage while noise attenuation is not as important given the that the wall is adjacent to a single deceleration lane instead of the three travel lanes where vehicles are at expressway speed as is the case for Sabal Palm North. Staff supports this amendment.

FISCAL IMPACT: The lower density will result in decreased impact fees but the final determination will not be known until the Major Site Plan submittal is formally reviewed.

City Manager
Palm Cove – Restrictive Covenants
Temp Reso No. 12379
August 14, 2013– Page 4

This item supports Policy 3.9 of the City's Comprehensive Plan Housing Element stating *"The City shall encourage a variety of housing types in the redevelopment process, and encourage mixed income housing developments"*.

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

Frank L. Zickar,
Interim Director of Community Development

Attachments:

Temporary Resolution No. 12389
Affordable Housing Market Analysis
Amendment to Declaration of Restrictive Covenants

FLZ/alg

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2013-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE REQUEST OF RICHARD COKER, ESQ. OF COKER AND FINER ON BEHALF OF THE PROPERTY OWNER, LDC MONTEREY VENTURES, LLC., TO AMEND THE DECLARATION OF RESTRICTIVE COVENANTS FOR PALM COVE AS RECORDED IN OFFICIAL RECORD BOOK 44460, PAGE 1757 (CASE NO. 13-MI-13); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Land Use Plan Amendment for Palm Cove was adopted by the City Commission on January 10, 2007; and

WHEREAS, as an inducement for Broward County to adopt the Broward County Land Use Plan Amendment, the owner of the property voluntarily placed restrictive covenants upon the property which were recorded in the public records of Broward County in Official Record Book 44460, Page 1757 (attached hereto as Exhibit "1" incorporated herein and made a specific part thereof); and

WHEREAS, the Declaration of Restrictive Covenants imposes numerous obligations upon the owner which must be satisfied prior to commencing vertical development of the property; and

WHEREAS, the property within Palm Cove was purchased by LDC Monterey Ventures, LLC., on April 11, 2012 and the new owners are requesting that the City Commission approve amendments to the Declaration of Restrictive Covenants; and

WHEREAS, the Declaration of Restrictive Covenants states that modifications to the covenants are subject to approval by the City Commission and the Board of County Commissioners; and

WHEREAS, the area in and around Palm Cove is best served by ensuring orderly development commences; and

WHEREAS, staff has reviewed this request and supports amendments to the Declaration of Restrictive Covenants; and

WHEREAS, the Interim Director of Community Development recommends approval of this request to amend the Declaration of Restrictive Covenants; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the citizens and residents of the City of Tamarac to approve the request of Richard Coker, Esq., of Coker and Finer on behalf of the property owners, LDC Monterey Ventures, LLC, to amend the Declaration of Restrictive Covenants; and

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

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

SECTION 2: That the request to amend the Declaration of Restrictive Covenants for Palm Cove as recorded in Official Record Book 44460, Page 1757, is hereby approved.

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

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

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

PASSED, ADOPTED AND APPROVED this day of , 2013.

BETH TALABISCO
MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

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

SAMUEL S. GOREN,
CITY ATTORNEY

Tamarac/North Lauderdale

Affordable Housing Market Analysis

Carras Community Investment, Inc.
January 2013

Tamarac/North Lauderdale - Affordable Housing Market Analysis

January 2013

James Carras, Carras Community Investment, Inc.

The author of this analysis is the principal of Carras Community Investment, Inc., a community and economic development consulting firm based in Fort Lauderdale, Florida. Mr. Carras has over thirty years of professional and academic experience in community development planning, program development and market analysis. Most recently, he was a Visiting Professor at Florida Atlantic University's Department of Urban and Regional Planning teaching courses on community development, economic development and housing.

PURPOSE OF ASSESSMENT

The purpose of the assessment is to determine the availability of affordably priced residential units that exists in the cities of Tamarac and North Lauderdale market.

OVERVIEW

Housing affordability is defined as the ability of households to limit expenditures on housing costs to a reasonable percentage of household income. The U.S. Department of Housing and Urban Development sets 30 percent as the general threshold, although other organizations recommend other thresholds; for instance, some lenders suggest that an affordable home should not consume more than 25 percent of gross pay or 35 percent of net pay. In Florida, the HUD threshold has been adopted by the state Department of Economic Opportunity and the Florida Housing Finance Corporation.

Housing costs comprise mortgage or rent payments and may also include property taxes, insurance, and basic utilities. At a minimum, an affordability assessment will therefore require data on household income, home sales prices, and monthly mortgage and rent payments. It will also require information on the supply of homes at various price points since housing affordability will vary by income level; a higher-income household will be able to afford higher housing costs than a lower-income household¹. Additional information becomes useful when investigating the affordability of home purchases (as opposed to rentals) in particular, including the amount of the down-payment and the term and interest rate of the mortgage.

Based on the foregoing information, there are two common ways to identify housing affordability levels in a community. Both are deployed in this report. The first is to calculate affordability levels using up-to-date figures from the U.S. Census Bureau's American Community Survey, the local property appraiser's office, and any real estate entity that tracks local sales price data. The second is to use the methodology of the National Association of Realtor's Housing Affordability Index (HAI). Note that the former can be adapted to any housing type and the latter was designed specifically for calculating the affordability of existing single-family homes. (Information on HAI methodology can be found at <http://www.realtor.org/research/research/hameth/>.)

BASE DATA

¹ To account for variability in household incomes, HUD identifies four categories of income

This report makes use of the following data:

- Median household income² (the household income level at which half of total incomes are higher and half are lower)
- Income thresholds based on median income (adapted from HUD guidelines)
- Median monthly rent payment
- Median monthly mortgage payment
- Median sales price of a single-family home³
- Median sales price of a condominium
- Total number of houses and condos for sale
- Number of houses and condos for sale priced above \$229,000

CITY OF TAMARAC

Median household income	\$40,187
Extremely low income	\$12,056
Very low income	\$20,094
Low income	\$32,150
Moderate income	\$48,224
Median monthly rent payment	\$1,167
Median monthly mortgage payment	\$1,585
Median sales price of a single-family home (01/12)	\$111,500
Median sales price of a single-family home (01/13)	\$125,000
Median sales price of a condominium (01/12)	\$49,700
Median sales price of a condominium (01/13)	\$64,900
Total number of houses and condos for sale (03/12)	1,584
Total number of houses and condos for sale (01/13)	605

CITY OF NORTH LAUDERDALE

Median household income	\$40,389
Extremely low income	\$12,117
Very low income	\$20,195
Low income	\$32,331
Moderate income	\$48,467
Median monthly rent payment	\$1,184
Median monthly mortgage payment	\$1,485
Median sales price of a single-family home (01/12)	\$89,600
Median sales price of a single-family home (01/13)	\$109,450
Median sales price of a condominium	\$45,000
Median sales price of a condominium (01/13)	\$69,900
Total number of houses and condos for sale (03/12)	694

² Obtained from 2008-2010 American Community Survey (3-Year Estimates)

³ Obtained from Zillow.com

Total number of houses and condos for sale (01/13)**206****HOUSING COSTS FOR HOME PURCHASES**

Shown below are the maximum house purchase prices for individuals or households earning various annual incomes but not spending more than 30 percent of household income on housing costs. To be reasonably conservative, calculations assume a down-payment of \$20,000, a 30-year mortgage at a fixed interest rate of 4.0%, a Broward County millage rate of 2.1293%, an average municipal millage rate of 2.3%, and no mortgage insurance.

CITY OF TAMARAC

Household Income	Amount	Maximum House Price	Monthly Payment
Median household income	\$40,187	\$129,962	\$1,005
Extremely low income	\$12,056	\$46,884	\$301
Very low income	\$20,094	\$70,622	\$502
Low income	\$32,150	\$106,227	\$804
Moderate income	\$48,224	\$153,697	\$1,206

CITY OF NORTH LAUDERDALE

Household Income	Amount	Maximum House Price	Monthly Payment
Median household income	\$40,389	\$123,558	\$1,010
Extremely low income	\$12,117	\$47,064	\$303
Very low income	\$20,195	\$70,920	\$505
Low income	\$32,331	\$106,761	\$808
Moderate income	\$48,467	\$154,415	\$1,212

The data indicates the median mortgage payment in both Tamarac and North Lauderdale (\$1,585 and \$1,485, respectively) was higher than the affordable monthly payment for any household earning up to 120 percent of median income (the “moderate income” category).

Using the NAR’s Home Affordability Index approach, a review of the monthly disaggregated housing costs for purchases of single-family homes and condominiums in Tamarac and North Lauderdale was conducted. (Housing costs for the maximum workforce house price are also shown.)

To be reasonably conservative, calculations assume a down-payment of 20 percent of the selling price, a 30-year mortgage at a fixed interest rate of 4.0%, a Broward County millage rate of 2.1293%, an average municipal millage rate of 2.3%, and no mortgage insurance.

Median Single-Family House Price (Tamarac)	\$125,000
Total monthly housing cost	\$927
Mortgage payment (principal and interest)	\$460
Tax payment (from millage rates)	\$467
Median Condo Price (Tamarac)	\$64,900
Total monthly housing cost	\$495
Mortgage payment (principal and interest)	\$250
Tax payment (from millage rates)	\$245

Median Single-Family Home Price (North Lauderdale)	\$109,450
Total monthly housing cost	\$800
Mortgage payment (principal and interest)	\$420
Tax payment (from millage rates)	\$380
Median Condo Price (North Lauderdale)	\$69,900
Total monthly housing cost	\$462
Mortgage payment (principal and interest)	\$244
Tax payment (from millage rates)	\$218

HOUSING SUPPLY

One manner of assessing housing supply is to determine how many single-family homes and condominiums are on the market at various price points. Data for number of homes was obtained from Zillow.com on March 16, 2012.

CITY OF TAMARAC

Household Income	Amount	Maximum Price	Number of Homes Below Price Point
Median household income	\$40,187	\$129,962	406 (67.10% of total)
Extremely low income	\$12,056	\$46,884	86 (14.2% of total)
Very low income	\$20,094	\$70,622	213 (35.2% of total)
Low income	\$32,150	\$106,227	322 (53.2% of total)
Moderate income	\$48,224	\$153,697	460 (76.0% of total)

CITY OF NORTH LAUDERDALE

Household Income	Amount	Maximum Price	Number of Homes Below Price Point
Median household income	\$40,389	\$123,558	206 (75.2% of total)
Extremely low income	\$12,117	\$47,064	155 (14.1% of total)
Very low income	\$20,195	\$70,920	29 (301% of total)
Low income	\$32,331	\$106,761	130 (63.1% of total)
Moderate income	\$48,467	\$154,415	188 (91.3% of total)

These figures conclude that there is a significant but decreasing (since January 2012) number of affordably priced housing units for purchase in both cities. Between the two cities, 806 single-family homes and condos were on the market in January 2013 (approximately two-thirds less than in March 2012). 612 (or approximately 75 percent of the total) were priced at a level considered affordable for a median household income. For the extremely low-income households earning 30 percent of median income, 241 affordably priced homes (approximately 75% fewer than in March 2012) were on the market.

Prepared by, Record and Return to:

Richard G. Coker, Jr.
Coker & Feiner
1404 S. Andrews Avenue
Ft. Lauderdale, FL 33316

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

This Amendment to Declaration of Restrictive Covenants ("Amended Declaration") is entered into as of this _____ day of _____, 2013, by LDC MONTEREY VENTURES, LLC, a Florida limited liability company, ("Declarant") whose address is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134, its successors and assigns, for the benefit of the City of Tamarac, a Florida municipal corporation, whose address is 7525 N.W. 88th Avenue, Tamarac, Florida 33321 ("City") and Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County").

WHEREAS, Declarant is the fee title owner of that certain parcel of land located in the City of Tamarac, Florida, and described in Exhibit "A", attached hereto ("Property"); and

WHEREAS, in connection with Land Use Plan Amendment Application PC 06-29 ("Application") to change the Property's Land Use Plan designation from Commercial Recreation to Low Medium (5 -10 Dwelling Units Per Acre) Residential, Declarant's predecessor-in-interest to the Property entered into that certain Declaration of Restrictive Covenants recorded in Official Records Book 44460, Page 1757 ("Declaration") restricting utilization of the Property and establishing certain affirmative obligations on Declarant a set forth therein; and

WHEREAS, Declarant desires to amend the Declaration to reduce density upon the property, modify the proposed unit mix and amend the timing and terms of certain obligations.

NOW, THEREFORE, and in consideration for the mutual promises and covenants contained herein, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions and regulations hereinafter set forth, all of which run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in such property or any part hereof, their heirs, successors and assigns.

1. Recitals. The above recitals are true and correct and are incorporated hereby by reference.

2. Paragraph 2 of the Declaration is amended in its entirety as follows:

Property Development. Declarant hereby restricts development of the Property to not more than Two Hundred Twenty-five (225) residential dwelling units, consisting of sixty-one (61) single family units and one hundred sixty-four (164) townhouse units. Declarant agrees that this restriction constitutes a limitation on the number of units which Declarant has agreed to construct on the Property and that it shall not seek to increase the number of allowable units set forth herein through an application for flexibility units.

3. Paragraph 3 of the Declaration is amended in its entirety as follows:

Affordability. Declarant shall pay to the City an affordable housing impact fee of Four Hundred Dollars (\$400.00) per unit for each unit constructed on the Property. This fee shall be payable by the Declarant to the City on a permit by permit basis.

4. Paragraph 4(b) of the Declaration is amended in its entirety as follows:

Declarant shall pay a municipal services impact fee of Four Hundred Thousand Dollars (\$400,000.00) to the City to be used for municipal purposes, including, but not limited to, improvements to the Park Property and/or Fire Station Property. Notwithstanding any other provision in this Paragraph 4, the fee provided for in Paragraph 4(b) shall be payable by the Declarant to the City on a permit by permit basis for each unit constructed on the Property.

5. Paragraph 5 of the Declaration is amended in its entirety as follows:

Declarant shall pay a transportation management impact fee of One Hundred Fifty Thousand Dollars (\$150,000.00) to County towards the purchase of Advanced Transportation Management Systems software to mitigate for impacts caused by the net trips generated by the Application. This fee shall be payable by the Declarant to the County on a permit by permit basis for each unit constructed on the Property.

6. Paragraph 6(a) of the Declaration is amended in its entirety as follows:

Prior to issuance of the first building permit for construction of the first residential unit on the Property, Declarant shall place One Hundred Twenty-five Thousand Dollars (\$125,000.00) into the City's escrow account ("Escrowed Funds") to be used for a traffic calming study and any recommended traffic calming improvements resulting from foreseeable traffic impacts to the roadway system within Mainlands Sections 1, 2, 3, 4 and 5. Following installation of such improvements, and any further traffic calming studies, any unused portion of the Escrow Fund shall be returned to Declarant six (6) months following issuance of the final certificate of occupancy for the Project.

7. Paragraph 7 of the Declaration is amended in its entirety as follows:

Declarant shall pay a water and sewer impact fee of One Hundred Twenty-five thousand Dollars (\$125,000.00) to the City for impacts anticipated from the Application to upgrade the City's water and sewer system in the vicinity of the Property. This fee shall be payable by the Declarant to the City on a permit by permit basis for each unit constructed on the Property.

8. City and County acknowledge and accept the terms of this Amended Declaration in accordance with Paragraph 14 of the Declaration.

9. Except to the extent modified herein, the Declaration is hereby ratified and reaffirmed and shall remain in full force and effect against Declarant, its successors or assigns, and the Property for the benefit of the City and County.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Restrictive Covenants as follows:

Signed, sealed and delivered
In the presence of:

WITNESS:

LDC MONTEREY VENTURES, LLC,
a Florida limited liability company

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Address: _____

STATE OF FLORIDA :

:

:

COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ as _____ of LDC Monterey Ventures, LLC. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

BROWARD COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

By: _____
Mayor

_____ day of _____, 2013

Approved as to Form by Office of County
Attorney, Broward County, Florida
Government center, Suite 423
15 South Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954)357-7600

By _____
Assistant County Attorney

_____ day of _____, 2013

CITY OF TAMARAC

ATTEST: BY: _____
MICHAEL C. CERNECH,
CITY MANAGER

PATRICIA TEUFEL, INTERIM CITY CLERK

APPROVED AS TO FORM:

BY: _____
OFFICE OF THE CITY ATTORNEY



Title - Update - Public Awareness Initiatives

Update - Public Awareness Initiatives - ***Public Information & Media Specialist Elise Boston***

ATTACHMENTS:

Name:

Description:

No Attachments Available



Title - Update on Webcasting

Update on Webcasting - ***IT Director Levent Sucuoglu***

ATTACHMENTS:

Name:

Description:

No Attachments Available