

CITY OF TAMARAC

NOTICE OF WORKSHOP MEETING CITY COMMISSION OF TAMARAC, FL

City Hall - Conference Room 105 March 6, 2017

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Michelle J. Gomez

1. Presentation to the Mayor and Commission Regarding The No More Tears Program by Board Chair Dr. Laura Finley

Presentation to the Mayor and Commission Regarding The No More Tears Program by Board Chair Dr. Laura Finley

2. Public Art Project Update

Public Art Project Update - Community Development Director Maxine Calloway and Public Art Administrator George Gadson

3. Discussion on District Level Initiatives

Discussion on District Level Initiatives - Financial Services Director Mark Mason

4. TR12912 - In-Kind and In Cash Support and Waiver of Fees - Tamarac Chamber of Commerce Arts & Crafts Festival

Item No. 6 (d) on the Consent Agenda. (TR112912) A Resolution of the City Commission of the City of Tamarac, Florida, approving a request from the Tamarac Chamber of Commerce for in-kind and in cash support and to waive fees for the Tamarac Chamber of Commerce 2017 Arts & Crafts Festival to be held in and around the Tamarac Community Center, along 57th Street, Saturday-Sunday, April 1-2, 2017, from 10:00 a.m. to 6:00 p.m., in an amount of approximately \$12,950; providing for permits, proper insurance, execution of a hold harmless agreement, and an executed lease agreement; providing for conflicts; providing for severability; and providing for an effective date. - Parks & Recreation Director Greg Warner and Tamarac Chamber of Commerce Executive Director Peter Mason

5. TR12905 - Execution of Agreement with Murphy Pipeline Contractors, Inc. for the University Drive Water Main Upgrade Project (Pipe Bursting)

Item No. 6 (c) on the Consent Agenda. (TR12905) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute a Purchase Order Agreement between the City of Tamarac and Murphy Pipeline Contractors, Inc. utilizing pricing from an agreement obtained through a formal competitive process by the Allied States Cooperative,

Education Service Center (ESC) Region 19, RFP Number 13-6903 for an amount not to exceed, \$933,598.60 for the replacement of 4,059 linear feet of water pipe together along with 22 existing fire hydrants and 3 new fire hydrants on the east side of University Drive from NW 77th Street to Southgate Boulevard; a contingency of 10% or \$93,359.86 will be added to the project account for a total amount of \$1,026,958.46 authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date. - *Public Services Director Jack Strain and Purchasing/Contracts Manager Keith Glatz*

Commission District(s): District 4

6. TR12914 - Opposition to Removing Federal Tax Exempt Status to Municipal Bond Interest

Item No. 6 (a) on the Consent Agenda. (TR12914) A Resolution of the City Commission of the City of Tamarac, Florida opposing any effort to reduce or repeal the federal tax exemption on interest earned from municipal bonds; authorizing the Mayor to execute a letter in support of maintaining the present tax exempt status of municipal bonds; authorizing the delivery of this resolution and letter to the Florida Delegation to Congress and to Senators Nelson and Rubio; providing for conflicts; providing for severability; and providing for an effective date. - *Financial Services Director Mark Mason*

Commission District(s): Citywide

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting. Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the

appeal is based.

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

Patricia Teufel, CMC City Clerk



Title - 9:30 a.m.

9:30 a.m.



Title - Commissioner Michelle J. Gomez

Commissioner Michelle J. Gomez



Title - Presentation to the Mayor and Commission Regarding The No More Tears Program by Board Chair Dr. Laura Finley

Presentation to the Mayor and Commission Regarding The No More Tears Program by Board Chair Dr. Laura Finley



Title - Public Art Project Update

Public Art Project Update - Community Development Director Maxine Calloway and Public Art Administrator George Gadson



Title - Discussion on District Level Initiatives

Discussion on District Level Initiatives - Financial Services Director Mark Mason



Title - TR12912 - In-Kind and In Cash Support and Waiver of Fees - Tamarac Chamber of Commerce Arts & Crafts Festival

Item No. 6 (d) on the Consent Agenda. (TR112912) A Resolution of the City Commission of the City of Tamarac, Florida, approving a request from the Tamarac Chamber of Commerce for in-kind and in cash support and to waive fees for the Tamarac Chamber of Commerce 2017 Arts & Crafts Festival to be held in and around the Tamarac Community Center, along 57th Street, Saturday-Sunday, April 1-2, 2017, from 10:00 a.m. to 6:00 p.m., in an amount of approximately \$12,950; providing for permits, proper insurance, execution of a hold harmless agreement, and an executed lease agreement; providing for conflicts; providing for severability; and providing for an effective date. - Parks & Recreation Director Greg Warner and Tamarac Chamber of Commerce Executive Director Peter Mason

ATTACHMENTS:

	Description	Upload Date	Туре
ם	TR12912 - MEMO - Chamber Arts & Crafts Festival 2017	3/1/2017	Cover Memo
ם	TR12912 - RESO - Chamber Arts & Crafts Festival 2017	3/1/2017	Resolution
۵	TR12912 - ATTACH TO RESO - Lease Agmt for Equip - Chamber Arts & Crafts Festival 2017		Backup Material
ם	TR12912 - Hold Harmless Agreement - Chamber Arts & Crafts Festival 2017	3/1/2017	Backup Material

CITY OF TAMARAC INTEROFFICE MEMORANDUM PARKS AND RECREATION

TO: Michael C. Cernech, City Manager DATE: February 14, 2017

FROM: Gregory Warner, Director of Parks RE: Temp. Reso. #12912 - Chamber

of Commerce 2017 Arts & Crafts

Festival - Fee waiver, in-kind

and in cash support

Recommendation:

and Recreation

I recommend approving a request from the Tamarac Chamber of Commerce for in-kind and in cash support and waiver of fees for their 2017 Arts & Crafts Festival to be held in and around the Tamarac Community Center along 57th Street, Saturday-Sunday, April 1-2, 2017, from 10:00 a.m. to 6:00 p.m., in an amount of approximately \$12,950.

Issue:

The Tamarac Chamber of Commerce has requested in-kind and in cash support and waiver of fees for their 2017 Arts & Crafts Festival.

Background:

The Tamarac Chamber of Commerce is a non-profit organization who has made a request to the Department of Parks and Recreation for in-kind and in cash support and waiver of fees for their 2nd Annual Arts & Crafts Festival.

The waiver of fees for the Tamarac Chamber of Commerce 2017 Arts & Crafts Festival includes room rental fees at a cost of \$3,320 (8 hrs. each day) for use of the Ballroom at the Tamarac Community Center, and the callout of a Fire Inspector at a cost of approx. \$540/day. This is the second Arts & Crafts Festival for the Chamber of Commerce. They strive to promote the businesses of our community and the Arts & Crafts Festival is another step in creating public awareness for the Chamber, City and all groups who are involved.

For the Arts & Crafts Festival, the Chamber has requested in-kind and in cash support and waiver of fees from the City including:

- Closure of 57th Street from N.W. 84th Terrace to N.W. 85th Terrace beginning Friday, March 31, 2017, at 12:00 p.m., through Sunday, April 2, 2017 at 9:00 p.m.
- Authorization to utilize the City property located on the northeast corner of Commercial Blvd. and N.W. 88th Avenue (property just west of the library) for the purposes of vendor parking

- Authorization to utilize the City owned property just east of the Comfort Suites-Sawgrass, 8301 W. Commercial Blvd., Tamarac, and the Tamarac Community Center parking lot for the purposes of public parking for the event
- Waiver of Community Center room rental fees (Ballroom to be used during event) and necessary staff hours to keep the Center open.
- Use of the Parks and Recreation Department showmobile, tables, chairs, and golf cart
- Use of one (1) electronic sign board
- Fire Inspector call out
- Assistance with promotion of event including provision of advertising support in the form
 of ads in the Sun Sentinel, installation of banners, and promotion via the Tam-A-Gram
 newsletter, area newsletters and social media
- Public Art Funded Spontaneous Art items by Alexander Abad and Steve Jones (Professor Fox), for the construction of a giant coloring book and a visual musical performance

The Tamarac Chamber of Commerce will secure and compensate needed BSO Detail for security of the site.

A meeting took place involving representatives from Public Services, BSO, Fire, Parks and Recreation, and the Chamber to discuss logistics of location and the closing of 57th Street. All parties were in agreement that the same logistical setup as last year will be best for access, operations, and safety.

The 2016 Arts & Crafts Festival was deemed a huge success and showed the City and Chamber in a very positive light. The Chamber and planning committee are working very hard to build upon last year's success.

In addition to the in-kind support, the City provides a separate cash sponsorship for the Arts & Crafts Festival in the amount of \$2,050. The cost of the advertising support provided through the Public Information Office is approximately \$3,000. The "spontaneous art" funded through the City's Public Art Fund is at a cost of \$3,500.

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Fiscal Impact:

The fiscal impact to the City for the Tamarac Chamber of Commerce 2017 Arts & Crafts Festival is approximately \$12,950, consisting of \$4,400 for in-kind support, a \$2,050 sponsorship, approximately \$3,000 in advertising support through the City's Public Information Office, and \$3,500 for "spontaneous art" funded through the City's Public Art Fund. The City will be listed as a co-sponsor for the event.

Gregory Warner

Attachment



The Greater Tamarac Chamber of Commerce Board of Trustees:

Broward Health-Coral Springs City Furniture City of Tamarac Forum Publishing Group Interplex Sunbelt Inc. University Hospital & Medical Center Walgreens Waste Management Woodmont Country Club

March 3, 2015

Greg Warner, Director Tamarac Parks and Recreation 6001 Nob Hill Road Tamarac, FL 33321

Dear Mr. Warner:

The Greater Tamarac Chamber of Commerce would like to request the partnership from the City of Tamarac for the 2016 Arts & Crafts Festival. The event will take place from 10:00am-6:00pm on Saturday; April 2nd & April 3rd 2016.

To enable us to set up we would like to request the road closure of 57th Street from State Farm Plaza to the Library entrance and exit, beginning Saturday at 5:00am through Sunday 8:00pm.

In addition, we ask for the authorization to utilize the corner land west of the Library for the purpose of vendor parking and the open land east of the Comfort Suites Sawgrass 8301 W. Commercial Blvd Tamarac FL 33351 and the Community Center parking lot to be used for public parking for the duration of the event.

The Greater Tamarac Chamber of Commerce requests the use of the city stage, chairs and tables for the event period. We will also request the use of the ballroom in the Community Center for the event artist banquet Saturday evening and installation of the city tents for special assigned areas.

The Greater Tamarac Chamber of Commerce recognizes the City of Tamarac support and partnership on past projects and look forward to a successful connection again.

If you should require any assistance from the Tamarac Chamber, please feel free to contact me at (954) 722-1520.

Sincerely,

Peter Mason Executive Director

7525 Pine Island Rd. #103 Tamarac, Florida 33321

info@tamaracchamber.org

www.tamaracchamber.org

Phone: 954-722-1520 Fax: 954-721-2725

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A REQUEST FROM THE TAMARAC CHAMBER OF COMMERCE FOR IN-KIND AND IN CASH SUPPORT AND TO WAIVE FEES FOR THE TAMARAC CHAMBER OF COMMERCE 2017 ARTS & CRAFTS FESTIVAL TO BE HELD IN AND AROUND THE TAMARAC COMMUNITY CENTER, ALONG 57TH STREET, SATURDAY-SUNDAY, APRIL 1-2, 2017, FROM 10:00 A.M. TO 6:00 P.M., IN AN AMOUNT OF APPROXIMATELY PERMITS, \$12,950; PROVIDING FOR INSURANCE, EXECUTION OF A HOLD HARMLESS AGREEMENT, AND AN EXECUTED LEASE AGREEMENT; CONFLICTS; **PROVIDING** PROVIDING FOR SEVERABILITY: AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Director of Parks and Recreation has received a request from the Tamarac Chamber of Commerce to waive fees and for certain in-kind and in cash support services for their 2017 Arts & Crafts Festival to be held in and around the Tamarac Community Center, along 57th Street, Saturday-Sunday, April 1-2, 2017, from 10:00 a.m. to 6:00 p.m.

WHEREAS, the Tamarac Chamber of Commerce is a non-profit organization and is requesting waiver of fees for their 2017 Arts & Crafts Festival and for the City to provide certain in-kind and in cash support for the event; and

WHEREAS, the City of Tamarac, Florida, wishes to continue to support the Chamber of Commerce for their community events; and

WHEREAS, the City's Risk Management Division will ensure the appropriate levels of liability insurance coverage for this event are submitted to the City; and

WHEREAS, the Director of Parks and Recreation recommends approval of the request to waive fees and for the City of Tamarac to provide certain in-kind and in cash support for the Tamarac Chamber of Commerce 2017 Arts & Crafts Festival to be held Saturday-Sunday, April 1-2, 2017; 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 waive fees and to provide certain in-kind and in cash support for the Tamarac Chamber of Commerce 2017 Arts & Crafts Festival to be held Saturday-Sunday, April 1-2, 2017; and

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

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

All exhibits attached hereto are hereby incorporated by this reference.

SECTION 2: That the request to waive fees, and for the City of Tamarac to provide certain in-kind and in cash support as listed below at a cost of approximately \$12,950 for the Tamarac Chamber of Commerce 2017 Arts & Crafts Festival, April 1-2, 2017, is HEREBY APPROVED subject to Section 3 below.

 Closure of 57th Street from N.W. 84th Terrace to N.W. 85th Terrace beginning Friday, March 31, 2017, at 12:00 p.m., through Sunday, April 2, 2017 at 9:00 p.m.

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- Authorization to utilize the City property located on the northeast corner of Commercial Blvd. and N.W. 88th Avenue (property just west of the library) for the purposes of vendor parking
- Authorization to utilize the City owned property just east of the Comfort Suites-Sawgrass, 8301 W. Commercial Blvd., Tamarac, and the Tamarac Community Center parking lot for the purposes of public parking for the event
- Waiver of Community Center room rental fees (Ballroom to be used during event) and necessary staff hours to keep the center open
- Use of the Parks and Recreation Department showmobile, tables, chairs, and golf cart
- Use of one (1) electronic sign board
- Fire Inspector call out
- Assistance with promotion of event including provision of advertising support in the form of ads in the Sun Sentinel, installation of banners, and promotion via the Tam-A-Gram newsletter, area newsletters and social media
- Public Art Funded Spontaneous Art items by Alexander Abad and Steve Jones (Professor Fox), for the construction of a giant coloring book and a visual musical performance

SECTION 3: That approval is subject to all other appropriate permits being obtained prior to the event, and proper insurance coverage in a form acceptable to the City's Risk/Safety Manager, an executed Hold Harmless Agreement, and an executed Lease Agreement as furnished by the City for the in-kind equipment, attached hereto and incorporated herein, are provided to the City prior to the event.

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

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SECTION 5: If any clause, section, other part or application of this Resolution is

held by any court of competent jurisdiction to be unconstitutional or invalid, in part or

application, it shall not affect the validity of the remaining portions or applications of this

Resolution.

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

and adoption.

PASSED, ADOPTED AND APPROVED this day of

, 2017.

HARRY DRESSLER, Mayor

ATTEST:

PATRICIA TEUFEL, CMC CITY CLERK

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

SAMUEL S. GOREN CITY ATTORNEY

Temp. Reso. #12912 - Attachment

LEASE AGREEMENT FOR EQUIPMENT

THIS AGREEMENT, made and entered into on the _	day of	, 2017 by
and between:		

THE CITY OF TAMARAC, a municipal corporation organized and operating pursuant to laws of the State of Florida, with an address of 7525 NW 88th Avenue, Tamarac, Florida 33321, hereinafter referred to as "TAMARAC,"

and

TAMARAC CHAMBER OF COMMERCE, a 501(c)(6) tax exempt organization, with an address of 7525 N.W. 88 Avenue, Tamarac, FL 33321 hereinafter referred to as "CHAMBER"

WHEREAS, CHAMBER will be holding its 2017 Arts & Crafts Festival April 1-2, 2017; and

WHEREAS, CHAMBER desires to lease TAMARAC's "Showmobile", tables, chairs, and golf cart (sometimes referred to as "Equipment") for the event; and

WHEREAS, TAMARAC has agreed to lease this Equipment to CHAMBER for the event; and

WHEREAS, the parties desire to enter into this Lease Agreement for TAMARAC to lease the Equipment to CHAMBER, subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of their mutual covenants, the parties agree as follows:

<u>Section 1.</u> The above recitals are true and correct and are incorporated herein by this reference.

Section 2. TERM OF AGREEMENT

2.01 This agreement is effective upon the approval and execution of both parties and shall commence Friday, March 31, 2017, ("Commencement Date") and terminate Sunday, April 2, 2017, ("Termination Date"), unless terminated earlier pursuant to the provisions of Section 9 of this Lease Agreement. Upon the express written consent of both parties, both parties are authorized to extend the term of this Lease Agreement as necessary. Said written extension shall be considered an addendum to this Lease Agreement and shall be incorporated herein.

Section 3. COMPENSATION

3.01 CHAMBER shall pay TAMARAC the sum of TEN AND 00/100 DOLLARS (\$10.00) for the lease of the above referenced Equipment. Said payment shall be sent to the Finance Department, City of Tamarac, 7525 NW 88th Avenue, Tamarac, Florida 33321 no later than March 28, 2017.

Section 4. DUTIES AND RESPONSIBILITIES OF TAMARAC

- 4.01 Upon approval of this Lease Agreement, TAMARAC shall deliver to CHAMBER on or about Friday, March 31, 2017, at a time to be coordinated between the parties and at a location designated by CHAMBER:
 - A. One (1) 20x40 foot Stage/Showmobile, Vin # 1W9SE2820RM174008 and Asset No. 3805.
 - B. Tables and chairs.
 - C. One (1) golf cart
- 4.02 TAMARAC shall permit CHAMBER to inspect the Equipment prior to transfer to CHAMBER custody and control.
- 4.03 TAMARAC, at its sole discretion, may prohibit the use or erection of the Equipment, in the event of inclement weather, or due to other circumstances beyond either parties' control.
- 4.04 On Sunday, April 2, 2017, TAMARAC shall pick up the leased Equipment from CHAMBER at a time to be coordinated between the parties.

Section 5. DUTIES AND RESPONSIBILITIES OF CHAMBER

- 5.01 CHAMBER acknowledges that it accepts the above referenced Equipment in "as is" condition, after inspection by CHAMBER.
- 5.02 CHAMBER shall be responsible for insuring the Equipment and informing TAMARAC of any damage which may occur to the Equipment while in CHAMBER, custody and control. It shall be CHAMBER's responsibility to pay for the costs of repair for any such damage which may occur.
- 5.03 After inspection of the Equipment by CHAMBER, any claims based upon defects shall be deemed arising from CHAMBER, use of the Equipment as provided in Section 5 of this Agreement.
- 5.04 CHAMBER shall not make any modifications to the leased Equipment, other than as indicated in normal repair and maintenance, without the express written approval of TAMARAC.
- 5.05 CHAMBER shall return the Equipment to TAMARAC in the same condition in which it was given to CHAMBER, normal wear and tear excepted.

Section 6. INDEMNIFICATION AND INSURANCE

- 6.01 CHAMBER agrees to indemnify and hold harmless TAMARAC and all its officers, elected or otherwise, employees, and agents from and against any and all claims, loss, damage, or injury to persons or property, omissions, penalties, judgments, and liability, and actions or causes of action, arising from CHAMBER use of the Equipment or CHAMBER failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names TAMARAC as a party defendant, TAMARAC shall be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to, costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein. Nothing herein shall constitute a waiver of sovereign immunity.
- 6.02 CHAMBER shall maintain throughout the term of this Agreement any and all applicable insurance coverage required by TAMARAC's Risk Manager and shall name TAMARAC as a certificate holder. CHAMBER shall obtain at CHAMBER's expense all necessary insurance in such form and amount as required by TAMARAC's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City. CHAMBER shall maintain such insurance in full force and effect during the life of this Agreement. CHAMBER shall provide to TAMARAC'S Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. CHAMBER will provide to TAMARAC proof of endorsement for the Equipment in the amount of \$100,000 prior to the release of the leased Equipment to CHAMBER.
- 6.03 CHAMBER shall indemnify and hold TAMARAC harmless for any damages resulting from failure of CHAMBER to take out and maintain such insurance. CHAMBER's General Liability Insurance policies shall be endorsed to add the "City of Tamarac" as an additional insured. CHAMBER shall be responsible for payment of all deductibles and self-insurance retentions on CHAMBER's Liability Insurance policies.
- 6.04 The following are required types and minimum limits of insurance coverage, which CHAMBER agrees to maintain during the term of this contract:

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

6.05 Nothing herein shall be construed or interpreted as a waiver of sovereign immunity by TAMARAC.

<u>Section 7.</u> The contact person for each of the parties for the administration of this Agreement is as follows:

TAMARAC: Gregory Warner, Director of Parks and Recreation

Telephone No. (954) 597-3638

CHAMBER: Peter Mason

Telephone No. (954) 722-1520

Section 8. ASSIGNMENT

8.01 CHAMBER shall not assign this Lease Agreement, in whole or in part, without the written consent of TAMARAC.

Section 9. TERMINATION

9.01 This Agreement may be terminated by either party upon three (3) calendar days' written notice.

Section 10. COMPLIANCE WITH LAWS

10.01 TAMARAC and CHAMBER shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, and of any other public authority which may be applicable.

Section 11. VENUE

11.01 Venue for any claim, objection or dispute arising out of the terms of this Agreement shall lie in Broward County, Florida.

Section 12. GOVERNING LAW

12.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida

Section 13. ENTIRE AGREEMENT

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

Section 14. SEVERABILITY

14.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 15. COUNTERPARTS

15.01 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 16. LEGAL RESPRESENTATION

16.01 It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

Section 17. NOTICES

17.01 Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain as such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

CHAMBER	Peter Mason, Executive Director Tamarac Chamber of Commerce 7525 N.W. 88 Avenue Tamarac, FL 33321 Telephone No. (954) 722-1520
Copy to:	
TAMARAC:	Greg Warner, Director City of Tamarac Parks & Recreation Department 8601 W. Commercial Blvd. Tamarac, Florida 33321
	Tel. (954) 597-3620 Fax (954) 597-3640
Copy to:	Michael C. Cernech, City Manager City of Tamarac 7525 NW 88 th Avenue Tamarac, Florida 33321 Tel. (954) 597-3510 Fax (954) 597-3520

Samuel S. Goren, Office of the City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923

IN WITNESS WHEREOF, TAMARAC CHAMBER OF COMMERCE and the CITY OF TAMARAC have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

TAMARAC CHAMBER OF COMMERCE 501(c)(6) tax exempt organization ATTEST: BY: _____ Print Name: _____ Print Name: Title: Title: (SEAL) STATE OF FLORIDA))ss COUNTY OF BROWARD) I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this day of ______, 2017, by ______, and who is personally known to me or has produced ______ as identification, and who is signing this Agreement on behalf of the TAMARAC CHAMBER OF COMMERCE, and is authorized to execute the same. NOTARY PUBLIC, State of Florida My Commission Expires: **CITY OF TAMARAC** BY: MICHAEL C. CERNECH, ATTEST: CITY MANAGER PATRICIA TEUFEL, CMC CITY CLERK APPROVED AS TO FORM: BY: OFFICE OF THE CITY ATTORNEY



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT BETWEEN THE CITY OF TAMARAC

And

Tamarac Chamber of Commerce

This Agreement entered into on the	day of	, 20	is made by and
between the City of Tamarac, a municipal			
located at 7525 NW 88 th Avenue, Tamarac			
Commerce, 7525 N.W. 88th Avenue, Tama	rac, FL 3332	21, (hereina	after "VENDOR").

WITNESSETH:

WHEREAS, CITY and VENDOR desire to enter into an agreement to provide an Arts and Crafts Festival on Saturday and Sunday, April 1 & 2, 2017, from 10:00 a.m. to 6:00 p.m., with set up beginning at 11:00 a.m. on Friday, March 31, 2017, and cleanup ending on Sunday, April 2, 2017 at 9:00 p.m.

WHEREAS, the City Commission of the City of Tamarac has determined that the execution of this Indemnification and Hold Harmless Agreement is in the public interest.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and the additional consideration of Ten Dollars (\$10.00) received from CITY, the receipt and sufficiency of which is acknowledged by VENDOR, the parties agree as follows:

<u>SECTION 1:</u> That VENDOR shall indemnify, hold the CITY, its officers, employees and agents harmless and defend the CITY, its officers, employees and agents from any and all claims, causes of action, damages, liability, and expenses including attorney's fees and court costs 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 <u>Tamarac Arts and Crafts Festival</u> in the City of Tamarac.

<u>SECTION 2:</u> The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement or event though the claim may be made after the termination thereof.

<u>SECTION 3:</u> This Hold Harmless Agreement is in addition to any other Agreement entered into by the parties and supplements other Hold Harmless Agreements that may be entered into by the parties.

<u>SECTION 4:</u> VENDOR shall provide the Risk Manager of the City of Tamarac all necessary certificates of insurance in such form and amounts as required by the Risk Manager.

<u>SECTION 5:</u> VENDOR shall keep such policies of insurance in full force and effect during the term of this Agreement and shall provide proof of insurance to the Risk Manager of the City of Tamarac.



<u>SECTION 6:</u> VENDOR shall provide the CITY with the requisite document evidencing that the signatory for VENDOR has the authority to enter into this Agreement.

<u>SECTION 7:</u> Venue shall be in Broward County, Florida.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: CITY OF TAMARAC, signing by and through its Authorized Representative, and <u>Tamarac Chamber of Commerce</u> signing by and through its President or Principal, and duly authorized to execute same.

	CITY OF TAMARAC
	Ву:
	Michael C. Cernech City Manager
	Date
ATTEST	Business or Company Name
	Ву:
Corporate Secretary	Authorized Signature
(Corporate Seal)	Printed Name
ACKNO	WLEDGMENT
STATE OF FLORIDA :SS COUNTY OF:	
	who executed the foregoing instrument, and she executed said instrument for the purposes
WITNESS my hand and official seal, this	day of, 20
My Commission Expires:	NOTARY PUBLIC, State of Florida At Large
	Print or Type Name of Notary



Title - TR12905 - Execution of Agreement with Murphy Pipeline Contractors, Inc. for the University Drive Water Main Upgrade Project (Pipe Bursting)

Item No. 6 (c) on the Consent Agenda. (TR12905) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute a Purchase Order Agreement between the City of Tamarac and Murphy Pipeline Contractors, Inc. utilizing pricing from an agreement obtained through a formal competitive process by the Allied States Cooperative, Education Service Center (ESC) Region 19, RFP Number 13-6903 for an amount not to exceed, \$933,598.60 for the replacement of 4,059 linear feet of water pipe together along with 22 existing fire hydrants and 3 new fire hydrants on the east side of University Drive from NW 77th Street to Southgate Boulevard; a contingency of 10% or \$93,359.86 will be added to the project account for a total amount of \$1,026,958.46 authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date. *- Public Services Director Jack Strain and Purchasing/Contracts Manager Keith Glatz*

Commission District(s):

District 4

ATTACHMENTS:

	Description	Upload Date	Туре
D	TR12905 Memo	2/23/2017	Cover Memo
D	TR12905 Reso	3/1/2017	Resolution
D	TR12905 Exhibit A	2/8/2017	Exhibit
D	TR12905 Exhibit B	2/8/2017	Exhibit
D	TR12905 Exhibit C	2/8/2017	Exhibit

CITY OF TAMARAC INTEROFFICE MEMORANDUM PUBLIC SERVICES DEPARTMENT

TO: Michael C. Cernech, City Manager DATE: February 23, 2017

THRU: Jack Strain, P.E., Public Services

Director

FROM: James T. Moore, P.E., Assistant

Director of Utilities

Johns & Moore

RE: Temp Resolution #12905

Execution of Agreement with Murphy Pipeline Contractors, Inc. for Pipe Bursting Project

Recommendation:

I recommend that the City Commission authorize the execution of an Agreement with Murphy Pipeline Contractors, Inc. for the University Drive Pipe Bursting Project in the amount of not to exceed \$933,598.60 utilizing pricing from an agreement obtained through a formal competitive solicitation process by the Allied States Cooperative, in connection with RFP 13-6903. A contingency of 10% or \$93,359.86 will be added to the Project Account for a total project budget of \$1,026,958.46. This Project will be completed within 90 days after the Notice to Proceed is issued.

Issue:

The east side of University Drive from NW 77th Street to Southgate Boulevard is serviced with 6-inch Cast Iron water lines which are undersized to support ideal Fire Flowrate for a commercial area. This project will replace 4,059 LF of 6-inch Cast Iron lines from NW 77th Street to Southgate Boulevard with 10-inch HDPE piping. In addition, 22 existing Fire Hydrants and 3 new Fire Hydrants will be added to better service said commercial area. This trenchless water main installation is less disruption to the customer, is provided at lower installation costs, and involves less construction time.

Background:

The east side of University Drive has had an undersized 6-Inch water main which was recommended for replacement approximately 10 years ago. An Engineering Design Project was completed in 2008 by Eckler Engineering, but the final design included installing more than 2,000 LF of 12-inch line in the east northbound lane of University Drive which FDOT was not going to approve after renovations of University Drive in 2009. The project was put on hold until additional easements were obtained or another option became available. Currently, \$1,250,000.00 is budgeted for this pipe bursting project.

Since 2014, the City has successfully replaced over 16,850 LF of water mains using pipe bursting technology utilizing Murphy Pipeline Contractors, Inc. The last two very successful pipe bursting projects included the Shaker Village and Spyglass communities. Pre-chlorinated pipe bursting has become the preferred water main replacement method in Europe with over 100 million feet replaced in the past 26 years.

Page 2 TR #12905 February 23, 2017

Within the U.S., Murphy Pipeline Contractors, Inc. has completed over 500,000 linear feet of static pipe bursting over the past decade. This technology is being adopted more and more by cities for the following reasons:

- Existing Utility path can be followed
- It is Environmentally Friendly
- Lowest Overall Project Costs
- Customer Friendly
- Minimal Schedule and Social Impact
- Pipe Diameters can be replaced with up to two sizes larger.
- Safety of Residents and Workers since no trenching and shoring is required.

Recognizing that other South Florida and National Utilities have faced these same problems and have prepared bid specifications and awarded contracts for Water Pipe Replacement, City staff researched the marketplace. Staff determined that an Agreement awarded to Murphy Pipeline Contractors, Inc. for Pipe Bursting Services by the Texas Education Service Center Region 19 in El Paso, Texas on behalf of the Allied States Cooperative through a formal competitive solicitation process provided the most competitive pricing currently in the marketplace. The City of Tamarac is a member of the Allied States Cooperative and the Purchasing and Contracts Manager has determined that awarding a contract to Murphy Pipeline Contractors, Inc. through the Allied States Cooperative Agreement is in the best interest of the City in terms of time, expense and other marketplace factors per the requirements of Section 6-148(f) of the Tamarac Procurement Code which authorizes the City to utilize contracts awarded by other governmental entities.

The Public Services Department recommends approving the Agreement with Murphy Pipeline Contractors, Inc., awarded by the Education Service Center (ESC) Region 19, on behalf of the Allied States Cooperative through their RFP Number 13-6903 that contains favorable pricing, terms and conditions, was awarded on December 31, 2012, and includes four (4) one year optional renewal periods. The Contract has since been extended by Region 19 until December 31, 2017. The Agreement provides for annual renewal options at the same terms, conditions and pricing as the original Agreement. Murphy Pipeline Contractors, Inc. has agreed to maintain the same terms, conditions and unit pricing as the original agreement.

Murphy Pipeline Contractors, Inc. is more than qualified to perform this highly specialized work and the company has satisfactorily performed the work in South Florida and Nationally.

Fiscal Impact:

Funding in an amount not to exceed \$1,250,000.00 is currently available in the Utilities Capital Improvement Project #UW14B.

Commission District 4

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2017-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING A CONTRACT TO MURPHY PIPELINE CONTRACTORS, INC. UTILIZING PRICING FROM AN AGREEMENT OBTAINED THROUGH A FORMAL COMPETITIVE PROCESS BY THE ALLIED STATES COOPERATIVE EDUCATION SERVICE CENTER (ESC) REGION 19. RFP NUMBER 13-6903 FOR THE REPLACEMENT OF 4,059 LINEAR FEET OF WATER PIPE TOGETHER ALONG WITH 22 EXISTING FIRE HYDRANTS AND 3 NEW FIRE HYDRANTS ON THE EAST SIDE OF UNIVERSITY DRIVE FROM NW 77TH STREET TO SOUTHGATE BOULEVARD; **AUTHORIZING** APPROPRIATE CITY OFFICIALS TO EXECUTE PURCHASE ORDER AGREEMENT WITH PIPELINE CONTRACTORS, INC. FOR A PROJECT COST OF \$933,598.60, WITH A CONTINGENCY OF 10% OR AMOUNT NOT \$93.359.86 FOR AN TO EXCEED \$1,026,958.46; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ADMINISTER THE CONTRACT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the east side of University Drive from NW 77th Street to Southgate Boulevard is served by an undersized 6-inch cast iron water main which is insufficient to provide the required fire flowrate to this commercial area; and

WHEREAS, an Engineering Design Project was completed in 2008 by Eckler Engineering but the proposed design included installing over 2,000 LF of 12-inch water lines in the east northbound lane which FDOT was not going to approve after renovations of University Drive in 2009. Currently \$1,250,000.00 is budgeted in Project #UW14B to complete the University Drive Pipe Bursting Project; and

WHEREAS, the City has successfully replaced over 16,850 LF of water mains using pipe bursting technology utilizing Murphy Pipeline Contractors, Inc. since 2014 in Shaker Village, Spyglass, and on NW 47th Terrace; and

WHEREAS, pre-chlorinated pipe bursting has become the preferred water main replacement method in Europe with over 100 million feet replaced in the past 26 years. In the U.S., Murphy Pipeline Contractors, Inc. has completed over 500,000 LF of static pipe bursting over the past decade; and

WHEREAS, the City has decided to complete the University Drive Water Main Upgrade Project utilizing Pipe Bursting Technology quoted by Murphy Pipeline Contractors, Inc., to correct the fire flow deficiencies. The cost to complete the University Drive Pipe Bursting Project without contingency is quoted at \$933,598.60; and

WHEREAS, the pipe bursting work is to be completed on the east side of University

Drive from NW 77th Street to Southgate Boulevard as shown on "Exhibit A" (a copy of which is attached hereto); and

WHEREAS, the Allied States Cooperative, Education Service Center (ESC) Region 19, RFP Number 13-6903 with Murphy Pipeline Contractors, Inc. for Pipe Bursting has favorable pricing, terms, and conditions, which was awarded on December 31, 2012 with four (4) one year optional renewal periods. The contract has been extended by Region 19 until December 31, 2017 on behalf of its members (a copy of which is attached hereto as "Exhibit B"); and

WHEREAS, the City of Tamarac is a member in good standing of the Education

Service Center Region 19 Allied States Cooperative (ASC) and is therefore eligible to utilize Allied States Cooperative, Education Service Center (ESC) Region 19 RFP Number 13-6903; and

WHEREAS, the vendor has agreed to honor the terms, conditions, and pricing of the Allied States Cooperative, Education Service Center (ESC) Region 19, RFP Number 13-6903 with Murphy Pipeline Contractors, Inc. and has prepared a project proposal in the amount of \$933,598.60, hereto attached as "Exhibit C"; and

WHEREAS, the Director of Public Services and the Purchasing Contracts Manager chose to utilize available contracts awarded by other governmental entities for Water Pipe Replacement utilizing Pipe Bursting, as provided by City Code Section 6-148 (f), which states that the purchasing officer may utilize contracts with other governmental agencies; and

WHEREAS, the City Commission of the City of Tamarac has previously approved capital funding for the University Drive Water Main Replacement Project in Project #UW14B as recommended by the Public Services Department; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to accept and execute an Agreement Amendment with Murphy Pipeline Contractors, Inc. utilizing Allied States Cooperative, Education Service Center (ESC) Region 19 RFP Number 13-6903, in an amount not to exceed \$933,598.60.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE

CITY OF TAMARAC, FLORIDA, THAT:

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

SECTION 2: The City Commission hereby awards the pipe bursting contract to Murphy Pipeline Contractors, Inc. utilizing Allied States Cooperative, Education Service Center (ESC) Region 19 RFP Number 13-6903 for the replacement of 4,059 LF of undersized Water Main Pipe with 10-inch HDPE along with the replacement of 22 existing fire hydrants and the installation of 3 new fire hydrants. The appropriate City Officials are hereby authorized to execute a Purchase Order Agreement in an amount not to exceed a project cost of \$933,598.60 with a 10% contingency of \$93,359.86, for a total project cost of \$1,026,958.46.

SECTION 3: The Director of Public Services is authorized to approve Work Tasks in accordance with the schedule of prices under said contract in an amount not to exceed \$933,598.60 for project cost and a contingency of 10% or \$93,359.86 will be added to the project account for a total of \$1,026,958.46.

SECTION 4: The City Manager, or his designee, is hereby authorized to approve and initiate Change Orders in amounts not to exceed \$65,000.00 per Section 6-147 of the City Code, and close the contract award, which includes but is not limited to making final payment and releasing bonds per Section 6-149 of the City Code, when the

Temp. Reso. #12905 February 6, 2017 Page 5 of 5

work has been successfully completed within the terms, conditions and pricing of the agreement.

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.

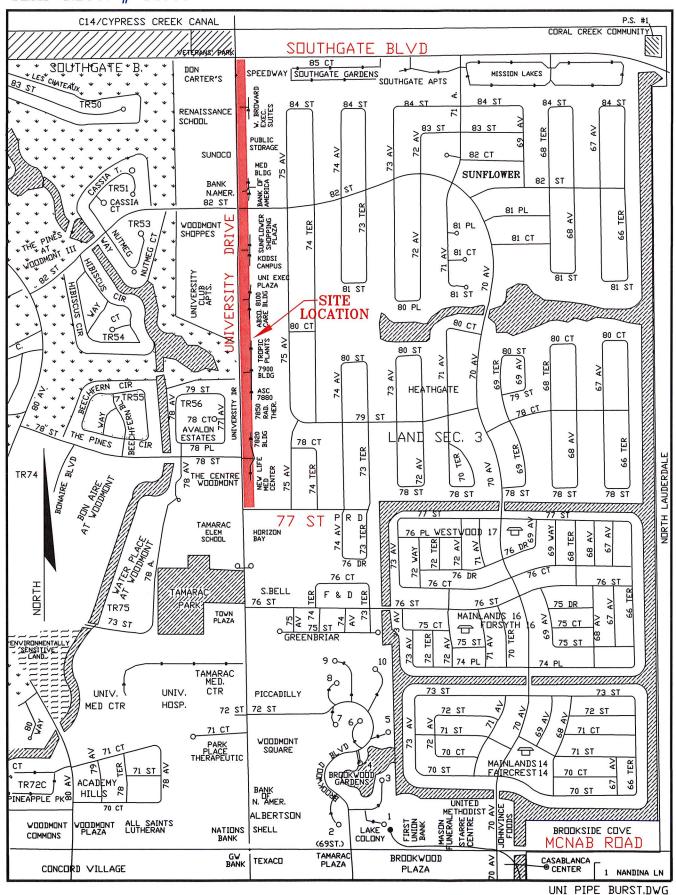
SECTION 7:	This Resolution sha	II become effective	e immediately upon its
passage and adoption.			
PASSED, ADOPTED AND	O APPROVED this	day of	, 2017.
		HARRY DR MAYO	
ATTEST:		IVIATO	TX
PATRICIA A. TEUFEL, (CITY CLERK	CMC		

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

SAMUEL S. GOREN CITY ATTORNEY

EXHIBIT A

TEMP RESO. # 12905



"EXHIBIT B" TR #12905



Purchasing Department

Education Service Center - Region 19 6611 Boeing Drive El Paso, Texas 79925-1010 Phone: 915.780.5019
Fax: 915.780.5061
www.esc19.net
alliedstatescooperative.com

November 7, 2016

Murphy Pipeline Contractors, Inc. Todd Grafenauer 3507 Southside Blvd Jacksonville, FL 32216

RE: RFP # 13-6903 Trenchless Technology Rehabilitation and Related Items and Services – ESC Region 19 Allied States Cooperative

Dear Vendor,

The ESC-Region 19 recently approved the Administration's recommendation to extend the referenced contract through December 31, 2017. Please indicate whether you will be extending this contract by signing in the appropriate space at the bottom of the page.

Throughout the year we would appreciate being notified of any information or changes that should be shared with our internal staff. These include representative changes, billing addresses and price increases. Additional information is provided on our website www.alliedstatescooperative.com. You may view current contracts, contract opportunities and an updated list of our cooperative's members. Also, if you have not already done so, please register your company online so that we can notify you of any new contract opportunities.

Please reference 2.28 Reporting, page 13 and 2.30 R19 Administrative Fee, page 14 of your contract. You are required to review all sales monthly and submit an administrative fee report regardless if sales are made or not. Please contact Lily Nunez at snunez@esc19.net or (915) 780-5037 for assistance.

Please reference **2.42 Insurance** on page 16 of your contract for coverage limits. Contracts must have current insurance on file at all times in order to be in compliance and for auditing purposes. Please provide your current Certificate with Comprehensive General Liability, Auto Liability and Workers Compensation and name ESC - Region 19 Allied States Cooperative as additional insured.

Please scan and e-mail <u>meannacho@esc19.net</u> or fax (915) 780-5061 the signed letter and Certificate of Liability Insurance to me as soon as possible. If no response is received cooperative members will be advised that you will not be extending your contract. Please feel free to contact the Purchasing Department at (915) 780-5389 with any questions or concerns you may have.

CM .	
We are able to extend the contract Authorized S	Signature Date 11.10.16
We are unable to extend the above contractAutho	DateDrized Signature
Comments:	





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2016

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		CONTACT Jeanne Miller				
Johnson & Company	У	PHONE (A/C, No, Ext): (407) 843-1120 FAX (A/C, No): (407) 843~5772			
801 N Orange Ave	nue	E-MAIL jmiller@johnsonandcompany.net				
Suite 510		INSURER(S) AFFORDING COVERAGE	NAIC #			
Orlando	FL 32801	INSURER A :CONTINENTAL CASUALTY CO	20443			
INSURED		INSURER B :GREAT AMERICAN INSURANCE CO.	16691			
Murphy Pipeline (Contractors, Inc.	INSURER C :VALLEY FORGE	20508			
1876 Everlee Road	i	INSURER D :				
		INSURER E:				
Jacksonville	FL 32216	INSURER F:				
COVERACES	OPDITION TO MUNICIPAL	GT 1 C1 0 2 1 1 0 1 0 0				

CERTIFICATE NUMBER:CL16103112102 **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.

	XCLUSIONS AND CONDITIONS OF SUCH	ADDL							
INSR LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs	
ł	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
A	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
		x		4034933498	11/9/2016	11/9/2017	MED EXP (Any one person)	\$	15,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		İ				GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO-	Ì					PRODUCTS - COMP/OP AGG	\$	2,000,000
L	OTHER:							\$	
ĺ	AUTOMOBILE LIABILITY		ĺ				COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	X ANY AUTO	1					BODILY INJURY (Per person)	\$	
ĺ	ALL OWNED SCHEDULED AUTOS	ŀ	Ì	4034933534	11/9/2016	11/9/2017	BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS	-					PROPERTY DAMAGE (Per accident)	\$	
<u> </u>							PIP-Basic	\$	10,000
	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	4,000,000
В	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	4,000,000
<u> </u>	DED X RETENTIONS 10,000			0629868	11/9/2016	11/9/2017		\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER OTH- STATUTE ER		
•	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	Ī				E.L. EACH ACCIDENT	\$	1,000,000
С	(Mandatory in NH) If yes, describe under		1	WC434933579	11/9/2016	11/9/2017	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	Inland Marine	1		4034933498	11/9/2016	11/9/2017	Leased/Rented		150,000
							Deductible 2% Min \$5000		,
DEEC	PIPTION OF OPERATIONS // OCATIONS //EUR)	EC /A	CORD	404 Additional Damarka Cabadula man	ha attached If				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Education Service Center-Region 19 and Allied States are listed as Additional Insured as respects General Liability when required by contract.

CERTIFICATE HOLDER	CANCELLATION
Education Service Center-Region 19 Purchasing Department 611 Boeing Drive	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
El Pasco, TX 79925	AUTHORIZED REPRESENTATIVE
	J Johnson, III/JEANNE

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BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations

(As required by "written contract" per Paragraph A. below.)

Education Service Center-Region 19 and Allied States

Locations of Covered Operations

(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

All locations

A. Section II - Who Is An Insured is amended to include as an additional insured:

- Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
- 2. The particular person or organization, if any, scheduled above.
- B. The insurance provided to the additional insured is limited as follows:
 - 1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
 - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included
 in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
 - 2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph B.1. above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
 - 3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
 - a. The maximum permitted by law:
 - b. That required by the "written contract";
 - c. That described in B.1. above; or
 - d. That afforded to you under this policy,

whichever is less.



50020009840349334988441



"EXHIBIT C" TR #12905

Corporate Headquarters
OFFICE: 904.764.6887 FAX: 904.379.6193
ADDRESS: 1876 Everlee Rd, Jacksonville FL 32216
Feasibility Support Office
OFFICE: 414.321.2247 FAX: 414.321.2297
ADDRESS: 1973 S 91st Street Milwaukee WI 53227
murphypipelines.com swagelining.com

December 05, 2016

James Moore City of Tamarac Public Services 6011 Nob Hill Rd. Tamarac, FL 33321

RE: University Drive Pipe Bursting Water Main Upgrade

Mr. Moore:

Murphy Pipeline Contractors, Inc. agrees to allow and extend its prices per the contract documents of the R19 Allied States RFP #13-6903 Agreement to the City of Tamarac, Florida.

Murphy Pipeline Contractors, Inc. proposes to perform rehabilitation/replacement of Tamarac's existing 6" water line and associated connections and replacing with a 10" HDPE line via trenchless pipe bursting.

The area of work is defined as follows; the East side of University Drive between Southgate Blvd. and N.W. 77th Street.

We will assist with the permitting process and coordination details with a target start date of the first quarter of 2017.

Best Regards,

Richard Crow

Murphy Pipeline Contractors

Al Ven

CC:

Andy Mayer, MPC Bill Barron, MPC

File

Enclosed: Attachment A - R19 Line Item Prices



	nment A City of Tamarac University Drive Water Main Upgrade								2/3/2017
All pri	cing shall include overhead including the R19 fee and profit for each line	item.					Revised Unit		
		<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	Extension	Coefficient	Price	<u>QTY</u>	10 Inch HDPE
0	AA-bili-aki	1	Davi	\$200.00	\$200.00	0.94	\$ 188.00	60	\$ 11,280
8 9	Mobilization Pre-Construction Video	1	Day LF	\$200.00	\$200.00	0.94		4059	\$ 11,280 \$ 15,261
1	MOT NOT		LI	\$4.00	Ş4.00	0.54	\$ 3.70	4033	- 13,201
	a) Signage	1	Day	\$250.00	\$250.00	0.94	\$ 235.00	60	\$ 14,100
	b) Flagmen	1	HR	\$45.00	\$45.00	0.94	\$ 42.30	160	\$ 6,768.
2	Excavation/Backfill								-
	a) 0-4 feet deep	1	Cuft	\$2.00	\$2.00	0.94		7150	\$ 13,442
	b) 4-6 feet deep c) 6-10 feet deep	1	Cuft Cuft	\$3.00 \$4.00	\$3.00 \$4.00	0.94 0.94	\$ 2.82 \$ 3.76	2640 8400	\$ 7,444 \$ 31,584
3	Trench Shoring	+ -	Cuit	34.00	54.00	0.54	3.70	8400	_ 31,364
	a) 4-6 feet deep	1	LF Trench	\$25.00	\$25.00	0.94	\$ 23.50	125	\$ 2,937
	b) 6-10 feet deep	1	LF Trench	\$35.00	\$35.00	0.94	\$ 32.90	150	\$ 4,935
4	Surface Restoration								
	a) Sod	1	SF	\$2.00	\$2.00	0.94		9026	\$ 16,968
	c) 6-inch concrete	1	SF	\$10.50	\$10.50	0.94	\$ 9.87	208	\$ 2,052
	e) 3-inch asphalt	1	SF LF	\$7.00	\$7.00	0.94 0.94		6150 122	\$ 40,467
5	f) Curb Material extras	+-	Lr	\$35.00	\$35.00	0.94	y 32.90	122	\$ 4,013
-	a) Lime Rock	1	SY	\$50.00	\$50.00	0.94	\$ 47.00	323	\$ 15,181
	b) 57/Washed Stone	1	SY	\$50.00	\$50.00	0.94	\$ 47.00	187	\$ 8,789
) Pipe	Bursting with Pre-Chlorination for Water Main Replacement Procedure								
	HDPE DR 11								
00	6-inch diameter	1	LF	\$40.00	\$40.00	0.94	\$ 37.60	466	\$ 17,521
02	10-inch diameter	1	LF	\$50.00	\$50.00	0.94	\$ 47.00	4059	\$ 190,773
04	a) Bends and sleeves, DI 6-inch	1	EA	\$375.00	\$375.00	0.94	\$ 352.50	11	\$ 3,877
05	8-inch	1	EA	\$425.00	\$425.00	0.94		2	\$ 799
06	10-inch	1	EA	\$500.00	\$500.00	0.94		39	\$ 18,330
	b) Tees, DI								
14	10x10x6	1	EA	\$750.00	\$750.00	0.94		35	\$ 24,675
15	10x10x8	1	EA	\$825.00	\$825.00	0.94		4	\$ 3,102
19	12x12x10	1	EA	\$1,200.00	\$1,200.00	0.94	\$ 1,128.00	1	\$ 1,128
	Cata Value								
21b	Gate Valves 6-inch	1	EA	\$900.00	\$900.00	0.94	\$ 846.00	28	\$ 23,688
22	8-inch	1	EA	\$1,375.00	\$1,375.00	0.94		3	\$ 3,877
23	10-inch	1	EA	\$1,750.00	\$1,750.00	0.94		5	\$ 8,225
26	Fire Hydrants	1	EA	\$3,250.00	\$3,250.00	0.94	\$ 3,055.00	25	\$ 76,375
	Connection at Services								
20	a) Up to 1" service, short side up to 5-feet			¢500.00	¢500.00	0.04	ć 470.00	•	
29	10-inch main b) Up to 2" service, short side up to 5-feet	1	EA	\$500.00	\$500.00	0.94	\$ 470.00	0	\$
33	10-inch main	1	EA	\$700.00	\$700.00	0.94	\$ 658.00	2	\$ 1,316
	c) Up to 1" service, long side up to 25-feet	—		\$,50.00	7,30.00	0.54	. 250.00	-	1,510
37	10-inch main	1	EA	\$900.00	\$900.00	0.94	\$ 846.00	6	\$ 5,076
	d) Up to 2" service, long side up to 25-feet								A CONTRACTOR
41	10-inch main	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00	11	\$ 11,374
	e) Additional service length								
43	Over 30-feet x 1"	1	LF	\$12.00	\$12.00	0.94		30	\$ 338
44	Over 30-feet x 2"	1	LF	\$15.00	\$15.00	0.94	\$ 14.10	30	\$ 423
	Bypass for water main pipe bursting or CIPP lining	_							- SELECTION OF THE
50	2-inch temporary	1	LF	\$23.00	\$23.00	0.94	\$ 21.62	3250	\$ 70,265
51	4-inch temporary	1	LF	\$26.00	\$26.00	0.94		1120	\$ 27,372
	P			770	,				
	Temporary service connections for water main bypass								
53	2-inch short side	1	EA	\$275.00	\$275.00	0.94		17	\$ 4,394
55	4-inch short side	1	EA	\$300.00	\$300.00	0.94	\$ 282.00	4	\$ 1,128
_									
Pre-	Chlorination Procedure for Rehabilitation of Existing Water Lines								
	Pipe String Fusion	1	10	\$30.00	\$30.00	0.94	\$ 20.20	1	- PART - 1813
56 57	4-inch 6-inch	1	LF LF	\$30.00	\$30.00 \$35.00	0.94		1 376	\$ 12,370
69	10-inch	1	LF	\$45.00	\$45.00	0.94		4059	\$ 171,695
	20 mon	+-		\$45.00	\$45.00	0.54	7 42.30	7033	7 1/1,093
	Pressure Testing								
	4-12 inch	1	LF	\$2.00	\$2.00	0.94	\$ 1.88	4059	\$ 7,630





172	Charge Water	1	K-Gals	\$1.00	\$1.00	0.94	\$ 0.94	0	\$ -
	Chlorination								
174	6-inch	1	LF	\$1.50	\$1.50	0.94	\$ 1.41	376	\$ 530.16
176	10-inch	1	LF	\$2.50	\$2.50	0.94	\$ 2.35	4059	\$ 9,538.65
178	BT Test	1	EA	\$250.00	\$250.00	0.94	\$ 235.00	24	\$ 5,640.00
	Flushing								
179	4-12 inch	1	LF	\$0.50	\$0.50	0.94	\$ 0.47	4059	\$ 1,907.73
180	Charge Water	1	K-Gals	\$0.50	\$0.50	0.94	\$ 0.47	0	\$ -
	Dechlorination								
181	4-12 inch	1	K-Gals	\$1.00	\$1.00	0.94	\$ 0.94	4059	\$ 3,815.46
H) Tim	e and Material Unit Rates for Change Orders								
	Materials, Subcontractors and Rentals								
265	Markup = 15%								
266	Sales Taxes = Per Jurisdiction								
	Traffic Loops	1	EA	\$4,025.00	\$4,025.00				\$ 7,567.00
	Ground Pentrating Radar (GPR)	1	EA	\$4,312.50	\$4,312.50	0.94			\$ 4,053.75
	Survey As-Builts	1	EA	\$6,325.00	\$6,325.00	0.94	\$ 5,945.50	1	\$ 5,945.50
	Project Sign	1	EA	\$1,550.00	\$1,550.00	0.94	\$ 1,457.00	1	\$ 1,457.00
	Striping	1	EA	\$1,437.50	\$1,437.50	0.94	\$ 1,351.25	1	\$ 1,351.25
	Bond	1	EA	\$11,500.00	\$11,500.00	0.94	\$ 10,810.00	1	\$ 10,810.00
								Total:	\$ 933,598.60





Title - TR12914 - Opposition to Removing Federal Tax Exempt Status to Municipal Bond Interest

Item No. 6 (a) on the Consent Agenda. (TR12914) A Resolution of the City Commission of the City of Tamarac, Florida opposing any effort to reduce or repeal the federal tax exemption on interest earned from municipal bonds; authorizing the Mayor to execute a letter in support of maintaining the present tax exempt status of municipal bonds; authorizing the delivery of this resolution and letter to the Florida Delegation to Congress and to Senators Nelson and Rubio; providing for conflicts; providing for severability; and providing for an effective date. **- Financial Services Director Mark Mason**

Commission District(s):

Citywide

ATTACHMENTS:

	Description	Upload Date	Туре
۵	TR #12914 Opposition to Removing Federal Tax Exempt Status to Municipal Bond Interest Memo	2/24/2017	Cover Memo
ם	TR #12914 Opposition to Removing Federal Tax Exempt Status to Municipal Bond Interest Resolution	2/24/2017	Resolution
ם	TR #12914 Opposition to Removing Federal Tax Exempt Status to Municipal Bond Interest Exhibit	2/24/2017	Exhibit

CITY OF TAMARAC INTEROFFICE MEMORANDUM FINANCE DEPARTMENT

ADMINISTRATION DIVISION

TO: Michael C. Cernech DATE: February 23, 2017

City Manager

FROM: Mark C. Mason, Director of RE: TR #12914 Resolution

Financial Services

Opposing Removal of Federal Tax Exemption on Municipal Bond Interest

Recommendation:

I recommend that the City Commission approve Temporary Resolution No. 12914 Opposing Removal of Federal Tax Exemption on Interest Earned from Municipal Bonds.

Issue:

The President and Congress are considering, as part of their deliberations on a tax overhaul of the income tax code, a reduction or repeal of the federal tax exemption on interest earned from State and Municipal Bonds.

Background:

The history of the tax exemption of municipal bonds started in 1895 when the U.S. Supreme Court held that the federal government had no power under the U.S. Constitution to tax interest on municipal bonds. However, in 1988, the Supreme Court stated the Congress could tax interest income on municipal bonds if it so desired on the basis that tax exemption of municipal bonds is not protected by the Constitution.

The Revenue Act of 1913 first codified exemption of interest on municipal bonds from federal income tax.

Internal Revenue Code Section 103(a) is the statutory provision that excludes interest on municipal bonds from federal income tax. As of 2004, other rules, however, such as those pertaining to private activity bonds, are found in sections 141–150, 1394, 1400, 7871.

A municipal bond is a bond issued by a state or local government or territory, or one of their agencies. It is generally used to finance such as roads, utilities, schools, airports, seaports, parks, governmental buildings and infrastructure-related improvements and repairs. Currently, there is over \$3.8 trillion dollars in outstanding municipal bonds held by a variety of investors.

Nearly two-thirds of core infrastructure investments in the United States are financed with municipal bonds. In 2016 alone, more than \$440 billion in municipal bonds were issued to finance the projects that touch the daily lives of every American citizen and business. They are the roads we drive on, schools for our children, affordable family housing, water systems that supply safe drinking water, courthouses, hospitals and clinics to treat the sick, airports and ports that help move products domestically and overseas, and, in some cases, the utility plants that power our homes, businesses and factories. These are the pro-growth investments which spur job creation, help our economies grow, and strengthen our communities.

During the past year alone, the City issued \$17.7 million in tax exempt debt to refinance outstanding utility debt and to provide additional funding, \$11 million, for infrastructure improvements to the wastewater system. If the City had issued the debt on a taxable basis, the increase in interest costs would have been approximately \$5.4 million over the 30 years that the debt was issued for.

A reduction or elimination of the tax exempt status on municipal debt will result in either fewer resources available to finance these projects or increased costs which will be passed on to the public through higher taxes or fees.

Fiscal Impact

An example of the fiscal impact would be if \$25 million were issued today for an AA rated credit, the interest cost would be \$9.4 million over twenty (20) years. If that same debt would be issued at taxable rates, the interest cost would be \$12.1 million over twenty (20) years or an increase of \$2.7 million or a 28.7% increase in interest costs that would be passed on to the local residents of the entity issuing the bonds.

CITY OF TAMARAC, FLORIDA

RESO	LUTION	NO. 2016	

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA OPPOSING ANY EFFORT TO REDUCE OR REPEAL THE FEDERAL TAX EXEMPTION ON INTEREST EARNED FROM MUNICIPAL BONDS; **AUTHORIZING THE MAYOR TO EXECUTE A LETTER IN** SUPPORT OF MAINTAINING THE PRESENT EXEMPT STATUS OF MUNICIPAL BONDS; AUTHORIZING THE DELIVERY OF THIS RESOLUTION AND LETTER TO THE FLORIDA DELEGATION TO **CONGRESS AND TO SENATORS NELSON AND RUBIO: PROVIDING** PROVIDING FOR CONFLICTS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, interest earned from state or municipal bonds is wholly exempt from federal taxation pursuant to the Section 103 of the code.

WHEREAS, for more than a century, states and local governments have depended on this reliable and efficient means of financing; and

WHEREAS, nearly two-thirds of core infrastructure investments in the United States are financed with municipal bonds; and

WHEREAS, in 2016 alone, more than \$440 billion in municipal bonds were issued to finance the projects that touch the daily lives of every American citizen and business consisting of roads we drive on, schools for our children, affordable family housing, water systems that supply safe drinking water, courthouses, hospitals and clinics to treat the sick, airports and ports that help move products domestically and overseas, and, in some cases, the utility plants that power our homes, businesses and factories and are known as pro-growth investments which spur job creation, help our economies grow, and strengthen our communities; and

WHEREAS, a combination of local control and local responsibility makes municipal bonds an incredibly effective and efficient tool; and

WHEREAS, voters throughout the country overwhelmingly support tax-exempt municipal bonds, which are either approved by locally-elected officials or directly through bond referenda; and

WHEREAS, federal tax exemption reduces the cost of issuing municipal bonds; and

WHEREAS, the City of Tamarac issued tax-exempt municipal bonds this past year to upgrade its wastewater collection system; and

WHEREAS, the City of Tamarac has used tax exempt bond financing to construct critical infrastructure, public safety facilities, and water and sewer systems; and

WHEREAS, the City of Tamarac prides itself in maintaining quality infrastructure while limiting the tax burden on the citizens; and

WHEREAS, Congress and the President have proposed legislation to reduce or repeal the tax exemption on municipal bonds; and

WHEREAS, these proposals to reduce or repeal the tax exemption would have severely detrimental impacts on national infrastructure development and the municipal market, resulting in either fewer resources available to finance these projects, or, increased costs which will be passed on to the public through higher taxes and/or fees; and

WHEREAS, if simply left alone, municipal bonds will likely finance another \$3 trillion in new infrastructure investments by 2026; and

WHEREAS, it is vital to maintain the present tax exempt status on local government bond debt and the ability of local governments to maximize investment on local infrastructure to serve the public and contribute to the local economies; and

WHEREAS, the average difference between tax exempt interest rates and taxable interest rates is 84 Basis Points, or \$2.7 million in additional costs on a \$25 million issue over 20 years for an average AA rated community; and

WHEREAS, the increased cost of issuance of bonds for infrastructure improvements will be borne by the local constituents of the entity issuing the bonds;

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

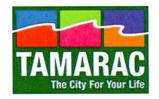
- **Section 1.** The foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby incorporated herein.
- **Section 2.** The City of Tamarac opposes any effort by Congress or the President to reduce or repeal the federal tax exemption on interest earned from municipal bonds.
- **Section 3.** The Mayor of the City of Tamarac is hereby authorized to execute a letter in support of maintaining the current tax exempt status of municipal bonds.
- **Section 4.** Copies of this Resolution and the accompanying letter shall be sent to each member of the Florida Delegation and to Senators Nelson and Rubio.
- **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.

The remainder of this page is intentional left blank

Temp. Reso #12914 March 8, 2017 Page 4 of 4

PASSED AND ADOPTED BY THE CITY C FLORIDA THIS DAY OF	OMMISSION OF THE CITY OF TAMARAC, , 2017.
	CITY OF TAMARAC, FLORIDA
	HARRY DRESSLER, MAYOR
ATTEST: PAT TUEFEL, CMC, CITY CLERK	MAYOR DRESSLER DIST 1: BOLTON DIST 2: GOMEZ DIST 3: FISHMAN DIST 4: PLACKO
I HEREBY CERTIFY that I Have approved this RESOLUTION as to form.	
SAMUEL S. GOREN, CITY ATTORNEY	

OFFICE OF THE MAYOR



HARRY DRESSLER

March 8, 2017



The Honorable	
THE HOHORADIC	

As Congress considers tax reform and infrastructure financing, I, the undersigned mayor of the City of Tamarac, write to express the City's strong support for an already potent tool already in hand – the tax-exempt municipal bond. For more than a century, states and local governments have depended on this reliable and efficient means of financing.

Nearly two-thirds of core infrastructure investments in the United States are financed with municipal bonds. In 2016 alone, more than \$440 billion in municipal bonds were issued to finance the projects that touch the daily lives of every American citizen and business. They are the roads we drive on, schools for our children, affordable family housing, water systems that supply safe drinking water, courthouses, hospitals and clinics to treat the sick, airports and ports that help move products domestically and overseas, and, in some cases, the utility plants that power our homes, businesses and factories. These are the pro-growth investments which spur job creation, help our economies grow, and strengthen our communities.

A combination of local control and local responsibility makes municipal bonds an incredibly effective and efficient tool. Voters throughout the country overwhelmingly support tax-exempt municipal bonds, which are either approved by locally-elected officials or directly through bond referenda – fiscal federalism at its finest. This must help explain why the default rate is less than 0.01%. Federal tax exemption reduces the cost of issuing municipal bonds, but it is these voters who will pay the interest and principal on this debt. As a result, over the last decade overall state and local borrowing has actually declined in proportion to the economy, while still financing more than \$2 trillion in new infrastructure investments. And, if simply left alone, municipal bonds likely will finance another \$3 trillion in new infrastructure investments by 2026.

"Committed to Excellence...Always."

Harry Dressler, Mayor Page 2

This year alone, the City of Tamarac issued tax-exempt municipal bonds to upgrade its wastewater collection system. The City has used tax exempt bonding to construct critical infrastructure, public safety facilities, water and sewer systems, and recreational facilities. The City of Tamarac prides itself in maintaining quality infrastructure while limiting the tax burden on the citizens. A reduction or elimination of the tax-exempt status on municipal debt will result in either fewer resources available to finance these projects, or, increased costs which will be passed on to the public through higher taxes.

I ask that you support the maintenance of the present tax exempt status on municipal bond debt and the ability of local governments to maximize investment on local infrastructure to serve the public and contribute to the local economies.

Should you, or any member of your staff, have any questions or require additional information, please do not hesitate to contact me, or City Manager Michael C. Cernech.

Sincerely,

Harry Dressler, Mayor