CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING

Commission Chambers
Wednesday, January 14, 2026
7:00 PM

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE: Vice Mayor Marlon Bolton

1. CITY ATTORNEY REPORT

2. CITY MANAGER REPORT

2.a Presentation on Adopted Property Tax and Proposed Legislation for 2026
Presented by Marty Kiar, Broward County Property Appraiser

2.b Broward County Property Appraiser's Team Proclamation
Requested by Michelle J. Gomez, Mayor

2.c CRNA Week Proclamation
Requested by Michelle J. Gomez, Mayor

2.d Human Trafficking Awareness Proclamation
Requested by Michelle J. Gomez, Mayor

2.e Arbor Day Proclamation
Requested by Mustafa Albassam, Public Services Director

2.f BSO Monthly Update

2.g Investment Report - October 2025

2.h Investment Report - November 2025

3. PUBLIC PARTICIPATION

Any member of the public may speak to any issue that is not agendized for public hearing at this meeting. Speakers will be limited to three minutes during this item and at public hearings. When an issue has been designated as quasi-judicial, public remarks shall only be heard during a quasi-judicial hearing that has been properly noticed for that matter.

Members of the public wishing to provide comments to the City Commission, on any matter, including items on the agenda, may submit their comments via email to cityclerk@tamarac.gov. All comments submitted by email shall be made part of the public record. The City has authority under the City Code to regulate the manner in which comments are made during any public meeting. Please be advised that the City will not read publicly any emails.

4. COMMISSION REPORTS

District 1
District 2
District 3
District 4
Mayor

5. CONSENT AGENDA

Items listed under the Consent Agenda are considered routine, and the recommendation will be enacted by ONE MOTION, in the form listed below. If discussion is desired, then, in accordance with Resolution R-2003-015, Sec. 4.5, the item(s) will be removed from the Consent Agenda and will be considered individually.

5.a Approval of the December 10, 2025, Regular Commission Meeting Minutes

5.b TR14352 - A Resolution of the City Commission of the City of Tamarac, Florida amending Resolution R-2025-127, by adding "URTBridge Foundation Inc.", "Acts of Love Corporation", "Broward County Black Chamber of Commerce Foundation," and " Gilliard Foundation" to the list of Charitable Entities with whom the City of Tamarac recognizes a formally approved relationship for the express purpose of compliance with Section 1-19(c)(5)(a)(4) of the Broward County Code of Ordinances; providing for conflicts; providing for severability; and providing for an effective date.

5.c TR14354 - A Resolution of the City Commission of the City of Tamarac, Florida, approving an Agreement with CUES, Inc., as a sole source vendor, for the purchase and installation of computer and video system components and equipment for the Wastewater Division's video van, in an amount not to exceed $231,601.49; authorizing appropriate City Officials to execute the Agreement; authorizing expenditures from the appropriate accounts not to exceed the approved FY 2026 budget for said purpose; authorizing the City Manager to approve change orders up to $65,000.00 providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

5.d TR14356 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to award Task Authorization No. 26-

09D to Carnahan Proctor and Cross, Inc. to provide Electrical Engineering Design, Permitting, and Construction Administration Services for the City of Tamarac Holiday Lighting on Commercial Boulevard, in accordance with the City's Continuing Services Agreement as authorized by Resolution No. R-2022-138, for a contract amount of $82,275.00; providing for a contingency in the amount of $4,113.75 (5% of contract), for a total project budget of $86,388.75; including the preparation of detailed plans and specifications, bidding assistance, and engineering services during construction; providing for conflicts; providing for severability; and providing for an effective date.

5.e TR14357 - A Resolution of the City Commission of the City of Tamarac, Florida, ratifying the previously submitted Florida House of Representatives and Florida Senate appropriations applications for the Tamarac Wastewater Lift Station Infrastructure Improvement Project; accepting an award of $375,000 in state appropriations funds administered by The Florida Department of Environmental Protection; authorizing the City Manager and/or appropriate city official to execute the Grant Agreement, attached hereto as Exhibit B, and any related documents necessary to receive the appropriated funds, subject to legal review; providing for conflicts; providing for severability; and providing for an effective date.

5.f TR14358 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the purchase of one (1) new Vac-Con replacement heavy equipment truck from Southern Sewer Equipment, the sole authorized dealer for Vac-Con, Inc. products in Florida; utilizing Sourcewell Contract No. 101221-VAC, in an amount not to exceed $555,290.00; authorizing the appropriate City Officials to issue a purchase order; authorizing expenditures from the appropriate accounts not to exceed the approved FY 2026 budget for said purposes; authorizing the City Manager to approve change orders up to $65,000.00 providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

5.g TR14361 - A Resolution of the City Commission of the City of Tamarac, Florida, approving PSI Roofing job No. 30183, utilizing TIPS Contract 211001; authorizing the appropriate City Officials to issue a purchase order to PSI roofing, to replace the flat deck roof at the Tamarac Community Center, in an amount not to exceed $465,000.00, a contingency in the amount of $35,000.00 will be added to the project account for a total project budget of $500,000.00; providing for conflicts; providing for severability; and providing for an effective date.

5.h TR14359 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding RFP No. 25-15RB and approving an Agreement with Anzco, Inc., for the construction of a Citywide Precast Buffer Wall Project at Prestige Commons, in accordance with RFP No. 25-15RB for a contract amount of $616,750.00; a contingency in the amount of $61,675.00 (10%) will be added to the project account for a total project budget of $678,425.00; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing

for scrivener errors; providing for severability; and providing for an effective date.

5.i TR14362 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the execution of an Agreement with Austin Tupler Trucking, Inc. For Lime Sludge Removal, Hauling, and Disposal Services, in accordance with the City of Sunrise Bid No. 25-62-05-HR; in amount not to exceed $1,047,900.00 for the initial two (2)-year contract term, through November 12, 2027; authorizing an expenditure of funds for an amount not to exceed the approved annual budget, or as may be amended by City Commission for said purpose; authorizing proper City Officials to execute contract renewals; providing for conflicts; providing for severability; and providing for an effective date.

6. REGULAR AGENDA

7. ORDINANCE(S) - FIRST READING

7.a TO2620 - An Ordinance of the City Commission of the City of Tamarac, Florida, adopting a Small Scale Local Land Use Plan Amendment to the City of Tamarac's Comprehensive Plan Future Land Use Map in accordance with chapter 163, specifically Section 163.3187 of the Florida State Statutes, for said lands situated, lying, and being in Broward County, Florida, and located on The Common, north of W Commercial Boulevard shown in Exhibit "A" at Canterbury Lane, and more particularly described in the legal description shown in Exhibit "B" attached hereto, to change the future land use of approximately 2.64 gross acres of land from "Medium Residential" to "recreation" to facilitate the development of the proposed East Side Community Park and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 1-LUA-25) authorizing transmittal of the Small Scale Land Use Map Amendment to the Broward County Planning Council for recertification of the City of Tamarac Future Land Use Map; providing for amendment to the land use plan to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

8. QUASI-JUDICIAL HEARING(S) - ORDINANCE(S) - FIRST READING

8.a TO2621 - An Ordinance of the City Commission of the City of Tamarac, Florida, Amending the Official Zoning Map of the City of Tamarac referenced in Section 10-2.1(B) of Chapter 10 of the City of Tamarac Code of Ordinances for approximately 2.53 acres of land situated, lying, and being in Broward County, Florida, and legally described in Exhibit "A", from the current R-3 (Multi-Family Residential) zoning classification to the proposed RC (Recreation) zoning classification, for the subject property located on the common, north of W Commercial Boulevard shown in Exhibit "B" at Canterbury Lane to allow for the proposed East Side Community Park and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 7-Z-25); providing for amendment to the official zoning map to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

8.b TO2622 - An Ordinance of the City Commission of the City of Tamarac, Florida, Amending the Official Zoning Map of the City of Tamarac referenced in Section 10-2.1(B) of Chapter 10 of the City of Tamarac Code of Ordinances for approximately 1.06 acres of land situated, lying, and being in Broward County, Florida, and legally described in Exhibit "A", from the current NC (Neighborhood Commercial) zoning classification to the proposed RC (Recreation) zoning classification, for the subject property located on the southwest corner of W Prospect Road (NW 53 Street) and W Prospect Road, shown in Exhibit "B", at 2400 NW 53 Street to allow for an overflow parking lot for the adjacent Caporella Park and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive plan of the City of Tamarac; (Case No. 6-Z-25); providing for amendment to the Official Zoning Map to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

9. ORDINANCE(S) - SECOND READING

9.a TO2618 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 5 "Buildings and Building Regulations" Article IV "Unsafe Structures" to create Section 5-79 of the Code of Ordinances to establish a milestone inspection process required by Section 553.899, Florida Statutes; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

9.b TO2619 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending chapter 6 of the City's code of ordinances, entitled "Finance and Taxation" and article V entitled "Tamarac Procurement Code", by specifically amending section 6-148 entitled "Exclusions and Exceptions to Bid and Proposal Requirements" to expand the exemptions from competitive bidding process for purchase of film, video and audio services, purchase of goods, equipment and supplies for relief programs relating to natural disasters, and purchase of supplies and equipment made under a sales tax saving procedure constituting part of a construction project; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

10. PUBLIC HEARING(S)

11. OTHER

11.a Discussion of the reinstatement of City Funding Contributions to the Area Agency on Aging of Broward County
Requested by Commissioner Morey Wright Jr.

11.b Discussion and Consensus to Reschedule the November 11, 2026, Regular Commission Meeting
Presented by Kimberly Dillon, City Clerk

12. ADJOURNMENT

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 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 by dialing 7-1-1.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	January 14, 2026
SUBMITTED BY:	Monica Barros Assistant City Clerk
ITEM TYPE:	Presentation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Presentation on Adopted Property Tax and Proposed Legislation for 2026 *Presented by Marty Kiar, Broward County Property Appraiser*

ATTACHMENTS:

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	January 14, 2026
SUBMITTED BY:	Monica Barros Assistant City Clerk
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Broward County Property Appraiser's Team Proclamation *Requested by Michelle J. Gomez, Mayor*

ATTACHMENTS:

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	January 14, 2026
SUBMITTED BY:	Monica Barros Assistant City Clerk
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	CRNA Week Proclamation *Requested by Michelle J. Gomez, Mayor*

ATTACHMENTS:

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	January 14, 2026
SUBMITTED BY:	Monica Barros Assistant City Clerk
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Human Trafficking Awareness Proclamation *Requested by Michelle J. Gomez, Mayor*

ATTACHMENTS:

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	January 14, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Arbor Day Proclamation *Requested by Mustafa Albassam, Public Services Director*

ATTACHMENTS:

TAMARAC
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CITY COMMISSION AGENDA ITEM REPORT

DATE:	January 14, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Other
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	BSO Monthly Update

ATTACHMENTS:

TAMARAC
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CITY COMMISSION AGENDA ITEM REPORT

DATE:	January 14, 2026
SUBMITTED BY:	Fariel Khan
ITEM TYPE:	Other
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Investment Report - October 2025
RECOMMENDATION:	Review the Investment Report for an update of the City's investment activity through the month of October 2025.

ATTACHMENTS:
Tamarac City Manager Memo Oct. 2025-full packet.pdf

CITY OF TAMARAC

INTEROFFICE MEMORANDUM

FINANCIAL SERVICES

AMINISTRATION DIVISION

TO: **Levent Sucuoglu**
City Manager

DATE: **Nov 24th, 2025**

FROM: **Christine Cajuste, Director of Financial Services**

RE: **Investment Report: October 2025**

Recommendation:

The following report outlines the results of the City's investment activities for the Month of October 2025.

Issue:

This report provides an update of the City's investment activity through October 2025. Tamarac's Code, Section 6-29 "Investment Reports", provides that: "The Finance Director shall prepare a written report of the City's investments at least on a monthly basis. The report shall be presented and explained to the City Commission at a regular or special meeting."

Background:

The Financial Services staff reviews the City's cash positions daily and invests funds as cash flow, investment needs, and interest rates dictate. Operating funds are invested according to cash flow needs with surplus funds invested in securities of varying maturities. No single investment is invested longer than a maturity of sixty (60) months, and the average duration of Tamarac's investment portfolio is targeted to be less than thirty-six (36) months.

Investment Portfolio Weighted Yield:

The total Operations & Reserve investment portfolio weighted average yield for the month of October was 3.341%. The managed portion of the portfolio had a weighted average yield of 3.80%, while the cash portion of the portfolio had a weighted average yield of 3.255%.

SMA ACCT	– $41,183,630.10	3.80%
FL SAFE	– $77,227,785.36	4.18%
FL SAFE Series 2018 Capital Improvements Bonds	– $3,842,373.87	4.18%
Florida Prime	– $89,175,423.78	4.29%

TD Concentration ACCT – $51,364,785.35

Investment Strategy:

The City's interest-bearing checking account at TD Bank holds funds needed to pay its weekly obligations. Funds held for short-term liquidity needs are invested in the TD Bank, the AIM Treasury money market fund, Wells Fargo and the FLSAFE Local Government Investment Pool. Based on the cash flow model and short-term investment strategy, the target amount for liquidity purposes is at least $15 million. Funds not needed for liquidity purposes are used to purchase longer-term securities. Total liquidity in the Operations and Reserve Portfolio held in FLSAFE, Florida Prime and at TD Bank on October 31, 2025, was $217,767,994.49. The Series 2018 Capital Improvement Bond proceeds portfolio had $3,842,373.87 in FLSAFE, bringing total liquidity to $221,610,368.36. The managed portfolio with Chandler Asset Management held $41,183,630.10. The total of all portfolios was $262,793,998.46.

Investment Activity – October 2025

Investment Maturities/Calls/Sold:
There was one Treasury that matured in the amount of $950,000. No security was sold. No security was called.

Investment Purchases:
One U.S. Treasury security was purchased in October in amount of $1,000,000.

Economic Summary

The Federal Government shutdown that began on October 1st has halted the release of key economic data as agencies remain closed. At the same time, heightened trade policy uncertainty has added to market volatility. Core levels of inflation remain above the Federal Reserve's target, while tariffs continue to cloud forecasts. Signs of a softer labor market are emerging, prompting expectations that the Fed will move cautiously toward policy normalization. Given the economic outlook, we expect gradual normalization of monetary policy and a steepening yield curve.

The Federal Reserve lowered the Federal Funds Rate by a quarter percentage point to the range of 3.75-4.00% at the October Federal Open Market Committee meeting. While the move was in line with market expectations there were 2 dissenters, with Federal Reserve Governor Stephen Miran calling for a larger 50 basis point cut and Kansas City Federal Reserve President Jeffrey Schmid calling for no cut. Chair Jerome Powell referenced the weakening labor market despite some inflationary pressures and moderate economic growth.

The US Treasury yield curve flattened in October, as the 2-year Treasury yield declined 3 basis points to 3.58%, the 5-year Treasury also down 5 basis points to 3.69%, and the 10-year Treasury yield declined 14 basis points to 4.08%. The spread between the 2-year and 10-year Treasury yield points on the curve decreased to +50 basis points at October month-end versus +54 basis points at September month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was +11 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was +26 basis points in October versus +21 basis points in September.

Employment

The U.S. economy added just 22,000 jobs in August, falling short of consensus expectations and punctuating the softening trend in the labor market. The three-month moving average and six-month moving average payrolls totaled 29,000 and 64,000 respectively. The unemployment rate rose to 4.3% in August from 4.2% in July. The labor participation rate inched up to 62.3%, remaining below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons jumped to 8.1% in August from 7.9% in July. Average hourly earnings fell to 3.7% year-over-year from 3.9% last month.

Inflation

Despite the Federal Government shutdown, the Bureau of Labor Statistics released the Consumer Price Index (CPI) data for September on October 24th. Both headline and core measures came in below estimates. Headline CPI edged up 0.3% from August and 3.0% on an annual basis, while core CPI was up 0.2% from the prior month and 3.0% on an annual basis. The release was essential as third-quarter CPI data is used by the Social Security Administration to calculate the annual COLA, i.e. the cost-of-living adjustment. Other US Government data releases continue to be impacted by the shutdown.

Housing

Housing starts dropped 8.5% in August to 1.307 million units, marking a pullback amid elevated inventory levels and a softening labor market. Single-family starts fell 7.0% in August to 890,000 units, hitting their lowest level since July 2024. The S&P Cotality Case-Shiller 20-City Home Price Index fell 0.6% month-over-month in August and posted a 1.6% annual gain, the slowest increase in more than two years. Most major metros saw broad declines causing homeowners to face real wealth decline, while those same high price and mortgage rates continue to weigh on affordability for new buyers. The Freddie Mac 30-year fixed mortgage rate continued recent declines to 6.2% as of October.

GDP

In a sharp rebound from the first quarter, real GDP increased at an annualized rate of 3.8% in the second quarter of 2025 according to the final data revision from the Bureau of Economic Analysis. The increase in real GDP in the second quarter was driven by the drop in imports following the significant rise in the first quarter in anticipation of higher tariffs and an increase in consumer spending. The consensus projection calls for 2.8% growth for the third quarter and 1.9% for the full year 2025.

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Tamarac | Account #11314 | As of October 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Tamarac | Account #11314 | As of October 31, 2025

Portfolio Characteristics

Average Modified Duration	1.74
Average Coupon	3.59%
Average Purchase YTM	3.80%
Average Market YTM	3.76%
Average Credit Quality*	AA+
Average Final Maturity	1.99
Average Life	1.87

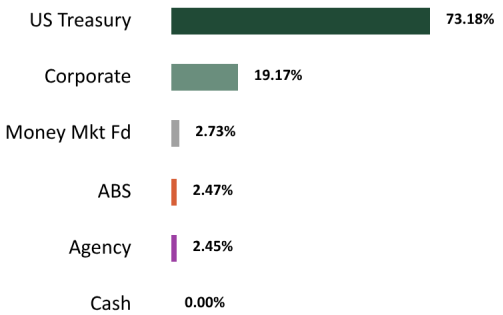
Account Summary

	End Values as of 09/30/2025	End Values as of 10/31/2025
Market Value	40,724,195.79	40,845,389.48
Accrued Interest	321,348.15	338,240.62
Total Market Value	**41,045,543.94**	**41,183,630.10**
Income Earned	143,048.35	127,844.72
Cont/WD	0.00	0.00
Par	40,724,739.25	40,825,154.43
Book Value	40,559,877.03	40,668,946.90
Cost Value	40,493,005.16	40,607,176.20

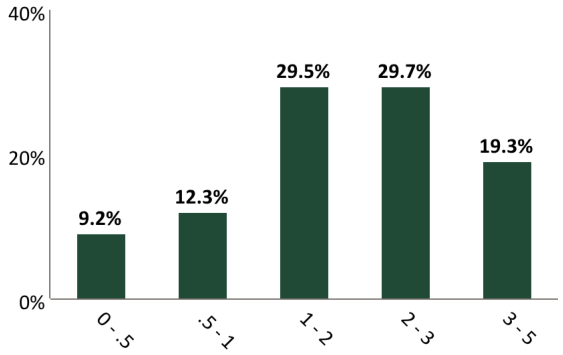
Top Issuers

United States	73.18%
First American Govt Oblig Fund	2.73%
Bank of America Corporation	1.60%
Morgan Stanley	1.59%
JPMorgan Chase & Co.	1.58%
BNY Mellon Corp	1.24%
American Express Credit Master Trust	1.24%
Wells Fargo & Company	1.24%

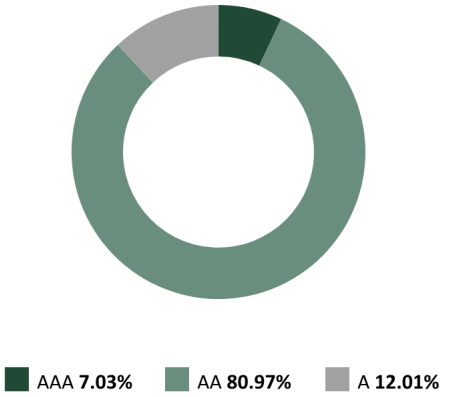
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (12/01/24)
City of Tamarac	0.34%	1.52%	4.53%	--	--	--	--	--	--
Benchmark Return	0.34%	1.51%	4.28%	--	--	--	--	--	--

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 1-3 Year US Treasury & Agency Index

STATEMENT OF COMPLIANCE

City of Tamarac | Account #11314 | As of October 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE-BACKED SECURITIES				
Max % (MV)	15.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	10.0	2.5	Compliant	
Max % Issuer (MV)	5.0	1.2	Compliant	
Max Maturity (Years)	5.0	4.7	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	180.0	0.0	Compliant	
Min Rating (A-1/P-1 by Moody's & S&P)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	180.0	0.0	Compliant	
Min Rating (A-1/P-1 by Moody's & S&P)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	20.0	19.2	Compliant	
Max % Issuer (MV)	5.0	1.6	Compliant	
Max Maturity (Years)	5.0	3.7	Compliant	
Min Rating (A- by 2 or AA- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	10.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
FEDERAL AGENCIES (NON-FULL FAITH & CREDIT)				
Max % (MV)	75.0	2.4	Compliant	
Max % Issuer (MV)	10.0	1.2	Compliant	
Max Maturity (Years)	5.0	0.9	Compliant	

STATEMENT OF COMPLIANCE

City of Tamarac | Account #11314 | As of October 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FEDERAL AGENCIES (FULL FAITH & CREDIT)				
Max % (MV)	50.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND (SBA)				
Max % (MV)	50.0	0.0	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	50.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	100.0	2.7	Compliant	
Min Rating (AAA by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	3.0	0.0	Compliant	
Min Rating (Aa2 by Moody's or AA by S&P)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	100.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	90.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	73.2	Compliant	
Max Maturity (Years)	5.0	3.7	Compliant	

RECONCILIATION SUMMARY

City of Tamarac | Account #11314 | As of October 31, 2025

Maturities / Calls

Month to Date	**(950,000.00)**
Fiscal Year to Date	**(950,000.00)**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**2,060,116.85**
Fiscal Year to Date	**2,060,116.85**

Sales

Month to Date	**(1,008,276.91)**
Fiscal Year to Date	**(1,008,276.91)**

Interest Received

Month to Date	**108,866.85**
Fiscal Year to Date	**108,866.85**

Purchased / Sold Interest

Month to Date	**(5,319.29)**
Fiscal Year to Date	**(5,319.29)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (10/01/2025)
Beginning Book Value	40,559,877.03	40,559,877.03
Maturities/Calls	(950,000.00)	(950,000.00)
Principal Paydowns	0.00	0.00
Purchases	2,060,116.85	2,060,116.85
Sales	(1,008,276.91)	(1,008,276.91)
Change in Cash, Payables, Receivables	(174.76)	(174.76)
Amortization/Accretion	7,404.69	7,404.69
Realized Gain (Loss)	0.00	0.00
Ending Book Value	40,668,946.90	40,668,946.90

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (10/01/2025)
Beginning Market Value	40,724,195.79	40,724,195.79
Maturities/Calls	(950,000.00)	(950,000.00)
Principal Paydowns	0.00	0.00
Purchases	2,060,116.85	2,060,116.85
Sales	(1,008,276.91)	(1,008,276.91)
Change in Cash, Payables, Receivables	(174.76)	(174.76)
Amortization/Accretion	7,404.69	7,404.69
Change in Net Unrealized Gain (Loss)	12,123.82	12,123.82
Realized Gain (Loss)	0.00	0.00
Ending Market Value	40,845,389.48	40,845,389.48

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	500,000.00	08/12/2025 4.02%	503,183.59 502,862.42	100.83 3.88%	504,137.50 953.33	1.23% 1,275.08	Aaa/AAA NA	3.96 1.84
02582JKV1	AMXCA 2025-4 A 4.3 07/15/2030	500,000.00	08/12/2025 3.98%	504,414.06 504,083.45	101.18 3.87%	505,878.00 955.56	1.24% 1,794.55	NA/AAA AAA	4.70 2.50
Total ABS		**1,000,000.00**	**4.00%**	**1,007,597.65** **1,006,945.87**	**101.00** **3.88%**	**1,010,015.50** **1,908.89**	**2.47%** **3,069.63**		**4.33** **2.17**
AGENCY									
3133ERVU2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	500,000.00	10/03/2024 3.72%	497,874.50 499,021.92	99.76 3.77%	498,794.00 1,409.72	1.22% (227.92)	Aa1/AA+ AA+	0.92 0.89
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	500,000.00	10/22/2024 4.06%	499,405.00 499,715.80	100.23 3.75%	501,135.00 1,222.22	1.23% 1,419.20	Aa1/AA+ AA+	0.94 0.91
Total Agency		**1,000,000.00**	**3.89%**	**997,279.50** **998,737.72**	**99.99** **3.76%**	**999,929.00** **2,631.94**	**2.45%** **1,191.28**		**0.93** **0.90**
CASH									
CCYUSD	Receivable	1,159.67	--	1,159.67 1,159.67	1.00 0.00%	1,159.67 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**1,159.67**		**1,159.67** **1,159.67**	**1.00** **0.00%**	**1,159.67** **0.00**	**0.00%** **0.00**		**0.00** **0.00**
CORPORATE									
594918BJ2	MICROSOFT CORP 3.125 11/03/2025	375,000.00	01/24/2022 1.56%	395,062.50 375,000.00	100.00 3.13%	375,000.00 5,794.27	0.92% 0.00	Aaa/AAA NA	0.01 0.01
931142EM1	WALMART INC 3.05 07/08/2026	375,000.00	01/24/2022 1.65%	396,618.75 377,602.00	99.49 3.82%	373,069.88 3,590.10	0.91% (4,532.13)	Aa2/AA AA	0.68 0.66
037833DN7	APPLE INC 2.05 09/11/2026	375,000.00	01/19/2022 1.79%	379,125.00 375,637.34	98.46 3.90%	369,225.00 1,067.71	0.90% (6,412.34)	Aaa/AA+ NA	0.86 0.83
02665WFP1	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	350,000.00	09/16/2024 4.06%	352,285.50 351,032.75	100.30 4.06%	351,050.70 1,112.22	0.86% 17.95	A3/A- NA	0.93 0.89
14913UAV2	CATERPILLAR FINANCIAL SERVICES CORP 4.5 01/07/2027	500,000.00	01/14/2025 4.59%	499,165.00 499,500.39	100.69 3.89%	503,463.50 7,125.00	1.23% 3,963.11	A2/A A+	1.19 1.12
89236TMY8	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027	500,000.00	01/14/2025 4.69%	499,145.00 499,487.95	100.78 3.91%	503,908.00 7,219.44	1.23% 4,420.05	A1/A+ A+	1.19 1.13

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
369550BL1	GENERAL DYNAMICS CORP 3.5 04/01/2027	350,000.00	09/26/2024 3.90%	346,696.00 348,138.79	99.57 3.81%	348,503.05 1,020.83	0.85% 364.26	A2/A NA	1.42 1.36
24422EXV6	JOHN DEERE CAPITAL CORP 4.2 07/15/2027	350,000.00	09/16/2024 3.78%	353,899.00 352,348.48	100.59 3.84%	352,062.55 4,328.33	0.86% (285.93)	A1/A A+	1.70 1.61
756109BG8	REALTY INCOME CORP 3.95 08/15/2027	350,000.00	10/22/2024 4.42%	345,670.50 347,248.70	99.83 4.05%	349,395.20 2,918.61	0.86% 2,146.50	A3/A- NA	1.79 1.69
63743HFT4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027	350,000.00	09/16/2024 3.94%	351,757.00 351,079.32	100.32 3.94%	351,127.70 1,802.50	0.86% 48.38	A2/A- A	1.88 1.70
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	350,000.00	09/26/2024 3.85%	340,984.00 344,224.25	98.25 3.89%	343,884.80 458.89	0.84% (339.45)	A2/A+ A	1.96 1.87
911312BM7	UNITED PARCEL SERVICE INC 3.05 11/15/2027	350,000.00	09/26/2024 3.96%	340,690.00 343,945.24	98.54 3.80%	344,904.70 4,922.36	0.84% 959.46	A2/A NA	2.04 1.92
61747YER2	MORGAN STANLEY 4.21 04/20/2028	350,000.00	09/16/2024 4.22%	349,919.50 349,954.43	100.09 4.74%	350,329.35 450.24	0.86% 374.92	A1/A- A+	2.47 1.40
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	350,000.00	09/16/2024 4.17%	351,298.50 350,738.68	100.32 4.70%	351,123.50 210.15	0.86% 384.82	A1/A AA-	2.49 1.42
06051GKP3	BANK OF AMERICA CORP 4.376 04/27/2028	350,000.00	09/16/2024 4.23%	351,270.50 350,723.33	100.31 4.74%	351,097.95 170.18	0.86% 374.62	A1/A- AA-	2.49 1.42
06406RBX4	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028	500,000.00	01/14/2025 4.83%	500,710.00 500,485.46	101.48 4.31%	507,387.00 6,791.67	1.24% 6,901.54	Aa3/A AA-	2.72 1.61
95000U3A9	WELLS FARGO & CO 4.808 07/25/2028	500,000.00	01/14/2025 5.12%	496,335.00 497,489.02	101.11 4.80%	505,565.00 6,410.67	1.24% 8,075.98	A1/BBB+ A+	2.73 1.63
46647PAM8	JPMORGAN CHASE & CO 3.509 01/23/2029	300,000.00	08/12/2025 4.60%	294,810.00 295,139.79	98.70 4.43%	296,093.40 2,865.68	0.72% 953.61	A1/A AA-	3.23 2.09
61744YAP3	MORGAN STANLEY 3.772 01/24/2029	300,000.00	08/12/2025 4.69%	296,202.00 296,443.14	99.15 4.52%	297,442.50 3,049.03	0.73% 999.36	A1/A- A+	3.23 2.09
91159HJK7	US BANCORP 4.653 02/01/2029	300,000.00	06/05/2025 4.58%	300,501.00 300,424.56	101.01 4.51%	303,018.00 3,489.75	0.74% 2,593.44	A3/A A	3.25 2.09
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	300,000.00	08/12/2025 4.26%	300,051.00 300,047.20	100.38 4.47%	301,126.20 3,487.98	0.74% 1,079.00	A1/A- AA-	3.73 2.52
Total Corporate		**7,825,000.00**	**3.98%**	**7,842,195.75** **7,806,690.83**	**100.06** **4.15%**	**7,828,777.98** **68,285.62**	**19.17%** **22,087.14**		**1.95** **1.44**
MONEY MARKET FUND									

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
31846V203	FIRST AMER:GVT OBLG Y	1,113,994.76	-- 3.70%	1,113,994.76 1,113,994.76	1.00 3.66%	1,113,994.76 0.00	2.73% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**1,113,994.76**	**3.70%**	**1,113,994.76 1,113,994.76**	**1.00 3.66%**	**1,113,994.76 0.00**	**2.73% 0.00**		**0.00 0.00**
US TREASURY									
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	500,000.00	09/26/2024 3.82%	501,015.63 500,100.65	100.00 3.92%	500,009.50 7,595.63	1.22% (91.15)	Aa1/AA+ AA+	0.12 0.11
91282CBQ3	UNITED STATES TREASURY 0.5 02/28/2026	650,000.00	08/04/2021 0.61%	646,699.22 649,764.23	98.91 3.93%	642,886.40 556.63	1.57% (6,877.83)	Aa1/AA+ AA+	0.33 0.32
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	500,000.00	10/03/2024 3.80%	488,867.19 496,924.64	99.37 3.80%	496,872.50 989.01	1.22% (52.14)	Aa1/AA+ AA+	0.41 0.40
91282CBW0	UNITED STATES TREASURY 0.75 04/30/2026	650,000.00	08/04/2021 0.63%	653,529.30 650,367.85	98.52 3.82%	640,356.60 13.47	1.57% (10,011.25)	Aa1/AA+ AA+	0.50 0.48
91282CHB0	UNITED STATES TREASURY 3.625 05/15/2026	500,000.00	10/22/2024 4.11%	496,386.72 498,761.71	99.90 3.82%	499,497.00 8,372.96	1.22% 735.29	Aa1/AA+ AA+	0.54 0.51
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	500,000.00	09/26/2024 3.67%	503,710.94 501,339.73	100.24 3.73%	501,177.00 7,832.99	1.23% (162.73)	Aa1/AA+ AA+	0.62 0.59
91282CLB5	UNITED STATES TREASURY 4.375 07/31/2026	500,000.00	10/22/2024 4.09%	502,382.81 501,003.29	100.42 3.78%	502,114.50 5,528.19	1.23% 1,111.21	Aa1/AA+ AA+	0.75 0.72
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	500,000.00	10/03/2024 3.72%	500,292.97 500,127.54	99.98 3.77%	499,894.50 3,211.33	1.22% (233.04)	Aa1/AA+ AA+	0.83 0.80
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	450,000.00	03/14/2022 2.08%	426,550.78 445,290.36	97.45 3.76%	438,546.15 346.15	1.07% (6,744.21)	Aa1/AA+ AA+	0.91 0.89
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	500,000.00	11/05/2024 4.23%	498,984.38 499,489.38	100.36 3.75%	501,820.50 56.98	1.23% 2,331.12	Aa1/AA+ AA+	1.00 0.96
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	500,000.00	09/26/2024 3.61%	483,632.81 492,037.02	98.25 3.74%	491,253.50 4,619.57	1.20% (783.52)	Aa1/AA+ AA+	1.04 1.00
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	500,000.00	11/05/2024 4.22%	501,542.97 500,820.64	100.70 3.73%	503,476.50 8,307.72	1.23% 2,655.86	Aa1/AA+ AA+	1.12 1.06
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	835,000.00	01/03/2022 1.36%	830,564.06 833,964.13	97.23 3.72%	811,874.68 3,516.98	1.99% (22,089.46)	Aa1/AA+ AA+	1.17 1.13
91282CJT9	UNITED STATES TREASURY 4.0 01/15/2027	500,000.00	10/22/2024 4.01%	499,843.75 499,915.54	100.35 3.69%	501,758.00 5,923.91	1.23% 1,842.46	Aa1/AA+ AA+	1.21 1.15

City of Tamarac | Account #11314 | As of October 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CMH1	UNITED STATES TREASURY 4.125 01/31/2027	1,000,000.00	01/28/2025 4.19%	998,671.88 999,170.38	100.50 3.70%	1,005,039.00 10,424.59	2.46% 5,868.62	Aa1/AA+ AA+	1.25 1.19
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	500,000.00	10/03/2024 3.66%	484,160.16 491,365.09	98.22 3.68%	491,113.50 2,384.51	1.20% (251.59)	Aa1/AA+ AA+	1.29 1.24
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	500,000.00	09/16/2024 3.45%	488,515.63 493,606.00	98.41 3.67%	492,070.50 1,098.90	1.20% (1,535.50)	Aa1/AA+ AA+	1.41 1.36
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	500,000.00	11/05/2024 4.21%	503,339.84 501,988.89	101.18 3.65%	505,898.50 1,050.82	1.24% 3,909.61	Aa1/AA+ AA+	1.45 1.39
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	500,000.00	09/26/2024 3.57%	485,058.59 491,284.18	98.12 3.65%	490,605.50 5,485.73	1.20% (678.68)	Aa1/AA+ AA+	1.54 1.47
91282CKV2	UNITED STATES TREASURY 4.625 06/15/2027	1,000,000.00	01/28/2025 4.20%	1,009,414.06 1,006,417.20	101.55 3.63%	1,015,469.00 17,564.89	2.49% 9,051.80	Aa1/AA+ AA+	1.62 1.52
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	500,000.00	09/16/2024 3.44%	497,421.88 498,462.26	99.40 3.62%	497,011.50 5,475.54	1.22% (1,450.76)	Aa1/AA+ AA+	1.66 1.58
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	500,000.00	11/05/2024 4.22%	481,250.00 488,020.31	98.53 3.63%	492,656.50 3,474.86	1.21% 4,636.19	Aa1/AA+ AA+	1.75 1.67
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	500,000.00	11/05/2024 4.21%	485,722.66 490,722.51	99.14 3.61%	495,722.50 2,676.11	1.21% 4,999.99	Aa1/AA+ AA+	1.83 1.75
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	1,000,000.00	-- 3.81%	988,398.44 992,423.88	99.58 3.61%	995,781.00 4,381.91	2.44% 3,357.12	Aa1/AA+ AA+	1.87 1.78
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	500,000.00	10/22/2024 3.98%	498,593.75 499,077.59	100.50 3.61%	502,480.50 904.88	1.23% 3,402.91	Aa1/AA+ AA+	1.96 1.86
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	500,000.00	11/05/2024 4.20%	498,925.78 499,270.12	101.02 3.60%	505,078.00 9,527.85	1.24% 5,807.88	Aa1/AA+ AA+	2.04 1.90
91282CMB4	UNITED STATES TREASURY 4.0 12/15/2027	1,000,000.00	01/14/2025 4.46%	987,656.25 991,020.62	100.83 3.59%	1,008,320.00 15,191.26	2.47% 17,299.38	Aa1/AA+ AA+	2.12 1.98
91282CMF5	UNITED STATES TREASURY 4.25 01/15/2028	1,000,000.00	01/28/2025 4.24%	1,000,312.50 1,000,232.71	101.35 3.60%	1,013,516.00 12,588.32	2.48% 13,283.29	Aa1/AA+ AA+	2.21 2.06
91282CMN8	UNITED STATES TREASURY 4.25 02/15/2028	600,000.00	04/08/2025 3.79%	607,359.38 605,904.45	101.41 3.60%	608,437.80 5,404.89	1.49% 2,533.35	Aa1/AA+ AA+	2.29 2.14
91282CBS9	UNITED STATES TREASURY 1.25 03/31/2028	1,000,000.00	01/14/2025 4.49%	904,335.94 928,027.30	94.63 3.60%	946,289.00 1,098.90	2.32% 18,261.70	Aa1/AA+ AA+	2.42 2.33
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	500,000.00	04/08/2025 3.81%	495,488.28 496,320.34	99.77 3.60%	498,867.00 48.34	1.22% 2,546.66	Aa1/AA+ AA+	2.50 2.36
91282CND9	UNITED STATES TREASURY 3.75 05/15/2028	1,100,000.00	05/13/2025 3.96%	1,093,597.66 1,094,590.72	100.37 3.60%	1,104,039.20 19,055.71	2.70% 9,448.48	Aa1/AA+ AA+	2.54 2.36

City of Tamarac | Account #11314 | As of October 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	500,000.00	12/12/2024 4.17%	497,226.56 497,918.31	101.02 3.59%	505,117.00 6,739.13	1.24% 7,198.69	Aa1/AA+ AA+	2.67 2.47
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	750,000.00	07/09/2025 3.84%	750,673.83 750,606.82	100.70 3.60%	755,214.75 8,608.19	1.85% 4,607.93	Aa1/AA+ AA+	2.71 2.51
91282CNU1	UNITED STATES TREASURY 3.625 08/15/2028	1,000,000.00	10/07/2025 3.58%	1,001,250.00 1,001,221.21	100.07 3.60%	1,000,703.00 7,683.42	2.45% (518.21)	Aa1/AA+ AA+	2.79 2.61
91282CNY3	UNITED STATES TREASURY 3.375 09/15/2028	750,000.00	09/11/2025 3.47%	748,037.11 748,121.29	99.39 3.60%	745,429.50 3,286.43	1.83% (2,691.79)	Aa1/AA+ AA+	2.88 2.69
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	1,000,000.00	01/14/2025 4.54%	1,002,812.50 1,002,210.12	102.82 3.59%	1,028,164.00 4,065.93	2.52% 25,953.88	Aa1/AA+ AA+	2.92 2.70
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	1,000,000.00	01/28/2025 4.30%	1,002,695.31 1,002,164.33	102.19 3.61%	1,021,914.00 18,408.47	2.50% 19,749.67	Aa1/AA+ AA+	3.08 2.81
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	500,000.00	12/12/2024 4.19%	491,796.88 493,588.37	100.39 3.62%	501,933.50 6,317.93	1.23% 8,345.13	Aa1/AA+ AA+	3.17 2.92
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	1,150,000.00	08/12/2025 3.75%	1,159,343.75 1,158,753.77	101.14 3.62%	1,163,072.05 11,625.00	2.85% 4,318.28	Aa1/AA+ AA+	3.25 2.99
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	1,000,000.00	06/05/2025 3.94%	1,006,562.50 1,005,865.76	101.57 3.63%	1,015,703.00 3,626.37	2.49% 9,837.24	Aa1/AA+ AA+	3.41 3.15
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	750,000.00	07/09/2025 3.89%	732,480.47 733,856.92	98.65 3.65%	739,892.25 8,213.32	1.81% 6,035.33	Aa1/AA+ AA+	3.66 3.38
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	1,200,000.00	08/12/2025 3.77%	1,209,843.75 1,209,299.90	101.20 3.65%	1,214,437.20 12,130.43	2.97% 5,137.30	Aa1/AA+ AA+	3.75 3.42
Total US Treasury		**29,885,000.00**	**3.74%**	**29,644,948.87 29,741,418.05**	**100.05 3.66%**	**29,891,512.58 265,414.17**	**73.18% 150,094.53**		**2.03 1.89**
Total Portfolio		**40,825,154.43**	**3.80%**	**40,607,176.20 40,668,946.90**	**97.37 3.76%**	**40,845,389.48 338,240.62**	**100.00% 176,442.58**		**1.99 1.74**
Total Market Value + Accrued						**41,183,630.10**			

TRANSACTION LEDGER

City of Tamarac | Account #11314 | As of October 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/01/2025	31846V203	6,125.00	FIRST AMER:GVT OBLG Y	1.000	3.73%	(6,125.00)	0.00	(6,125.00)	0.00
Purchase	10/02/2025	31846V203	10,084.43	FIRST AMER:GVT OBLG Y	1.000	3.73%	(10,084.43)	0.00	(10,084.43)	0.00
Purchase	10/06/2025	31846V203	7,700.00	FIRST AMER:GVT OBLG Y	1.000	3.73%	(7,700.00)	0.00	(7,700.00)	0.00
Purchase	10/08/2025	91282CNU1	1,000,000.00	UNITED STATES TREASURY 3.625 08/15/2028	100.125	3.58%	(1,001,250.00)	(5,319.29)	(1,006,569.29)	0.00
Purchase	10/09/2025	31846V203	10,000.00	FIRST AMER:GVT OBLG Y	1.000	3.71%	(10,000.00)	0.00	(10,000.00)	0.00
Purchase	10/15/2025	31846V203	29,679.17	FIRST AMER:GVT OBLG Y	1.000	3.78%	(29,679.17)	0.00	(29,679.17)	0.00
Purchase	10/20/2025	31846V203	7,367.50	FIRST AMER:GVT OBLG Y	1.000	3.76%	(7,367.50)	0.00	(7,367.50)	0.00
Purchase	10/27/2025	31846V203	15,223.25	FIRST AMER:GVT OBLG Y	1.000	3.78%	(15,223.25)	0.00	(15,223.25)	0.00
Purchase	10/31/2025	31846V203	972,687.50	FIRST AMER:GVT OBLG Y	1.000	3.70%	(972,687.50)	0.00	(972,687.50)	0.00
Total Purchase			**2,058,866.85**				**(2,060,116.85)**	**(5,319.29)**	**(2,065,436.14)**	**0.00**
TOTAL ACQUISITIONS			**2,058,866.85**				**(2,060,116.85)**	**(5,319.29)**	**(2,065,436.14)**	**0.00**
DISPOSITIONS										
Maturity	10/31/2025	91282CAT8	(950,000.00)	UNITED STATES TREASURY 0.25 10/31/2025	100.000	0.57%	950,000.00	0.00	950,000.00	0.00
Total Maturity			**(950,000.00)**				**950,000.00**	**0.00**	**950,000.00**	**0.00**
Sale	10/07/2025	31846V203	(1,707.62)	FIRST AMER:GVT OBLG Y	1.000	3.72%	1,707.62	0.00	1,707.62	0.00
Sale	10/08/2025	31846V203	(1,006,569.29)	FIRST AMER:GVT OBLG Y	1.000	3.71%	1,006,569.29	0.00	1,006,569.29	0.00
Total Sale			**(1,008,276.91)**				**1,008,276.91**	**0.00**	**1,008,276.91**	**0.00**
TOTAL DISPOSITIONS			**(1,958,276.91)**				**1,958,276.91**	**0.00**	**1,958,276.91**	**0.00**
OTHER TRANSACTIONS										
Coupon	10/01/2025	369550BL1	0.00	GENERAL DYNAMICS CORP 3.5 04/01/2027		3.90%	6,125.00	0.00	6,125.00	0.00
Coupon	10/02/2025	3133ERVU2	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026		3.72%	8,750.00	0.00	8,750.00	0.00

TRANSACTION LEDGER

City of Tamarac | Account #11314 | As of October 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	10/05/2025	02665WFP1	0.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026		4.06%	7,700.00	0.00	7,700.00	0.00
Coupon	10/09/2025	3130B3A29	0.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026		4.06%	10,000.00	0.00	10,000.00	0.00
Coupon	10/15/2025	91282CKJ9	0.00	UNITED STATES TREASURY 4.5 04/15/2027		4.21%	11,250.00	0.00	11,250.00	0.00
Coupon	10/15/2025	92970QAE5	0.00	WFCIT 2024-2 A 4.29 10/15/2029		4.02%	1,787.50	0.00	1,787.50	0.00
Coupon	10/15/2025	02582JKV1	0.00	AMXCA 2025-4 A 4.3 07/15/2030		3.98%	1,791.67	0.00	1,791.67	0.00
Coupon	10/15/2025	91282CLQ2	0.00	UNITED STATES TREASURY 3.875 10/15/2027		3.98%	9,687.50	0.00	9,687.50	0.00
Coupon	10/15/2025	91324PDE9	0.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		3.85%	5,162.50	0.00	5,162.50	0.00
Coupon	10/20/2025	61747YER2	0.00	MORGAN STANLEY 4.21 04/20/2028		4.22%	7,367.50	0.00	7,367.50	0.00
Coupon	10/26/2025	46647PDA1	0.00	JPMORGAN CHASE & CO 4.323 04/26/2028		4.17%	7,565.25	0.00	7,565.25	0.00
Coupon	10/27/2025	06051GKP3	0.00	BANK OF AMERICA CORP 4.376 04/27/2028		4.23%	7,658.00	0.00	7,658.00	0.00
Coupon	10/31/2025	91282CLS8	0.00	UNITED STATES TREASURY 4.125 10/31/2026		4.23%	10,312.50	0.00	10,312.50	0.00
Coupon	10/31/2025	91282CHA2	0.00	UNITED STATES TREASURY 3.5 04/30/2028		3.81%	8,750.00	0.00	8,750.00	0.00
Coupon	10/31/2025	91282CBW0	0.00	UNITED STATES TREASURY 0.75 04/30/2026		0.63%	2,437.50	0.00	2,437.50	0.00
Coupon	10/31/2025	91282CAT8	0.00	UNITED STATES TREASURY 0.25 10/31/2025		0.57%	1,187.50	0.00	1,187.50	0.00
Total Coupon			**0.00**				**107,532.42**	**0.00**	**107,532.42**	**0.00**
Dividend	10/31/2025	31846V203	0.00	FIRST AMER:GVT OBLG Y		3.68%	1,159.67	0.00	1,159.67	0.00
Total Dividend			**0.00**				**1,159.67**	**0.00**	**1,159.67**	**0.00**
Management Fee	10/07/2025	CCYUSD	(1,707.62)	Cash		0.00%	(1,707.62)	0.00	(1,707.62)	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Total Management Fee			**(1,707.62)**				**(1,707.62)**	**0.00**	**(1,707.62)**	**0.00**
TOTAL OTHER TRANSACTIONS			**(1,707.62)**				**106,984.47**	**0.00**	**106,984.47**	**0.00**

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V203	FIRST AMER:GVT OBLG Y	1,113,994.76	1,063,404.82 1,058,866.85 (1,008,276.91) 1,113,994.76	0.00 1,334.43 0.00 1,334.43	0.00 0.00 0.00 1,334.43	1,334.43
CCYUSD	Receivable	1,159.67	1,334.43 0.00 0.00 1,159.67	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**1,115,154.43**	**1,064,739.25** **1,058,866.85** **(1,008,276.91)** **1,115,154.43**	**0.00** **1,334.43** **0.00** **1,334.43**	**0.00** **0.00** **0.00** **1,334.43**	**1,334.43**
FIXED INCOME						
02582JKV1	AMXCA 2025-4 A 4.3 07/15/2030	08/12/2025 08/13/2025 500,000.00	504,211.45 0.00 0.00 504,083.45	955.56 1,791.67 955.56 1,791.67	0.00 (127.99) (127.99) 1,663.68	1,663.68
02665WFP1	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	09/16/2024 09/17/2024 350,000.00	351,127.47 0.00 0.00 351,032.75	7,528.89 7,700.00 1,112.22 1,283.33	0.00 (94.72) (94.72) 1,188.61	1,188.61
037833DN7	APPLE INC 2.05 09/11/2026	01/19/2022 01/21/2022 375,000.00	375,715.74 0.00 0.00 375,637.34	427.08 0.00 1,067.71 640.63	0.00 (78.40) (78.40) 562.22	562.22
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	08/12/2025 08/13/2025 300,000.00	300,048.68 0.00 0.00 300,047.20	2,420.23 0.00 3,487.98 1,067.75	0.00 (1.47) (1.47) 1,066.28	1,066.28
06051GKP3	BANK OF AMERICA CORP 4.376 04/27/2028	09/16/2024 09/17/2024 350,000.00	350,764.70 0.00 0.00 350,723.33	6,551.84 7,658.00 170.18 1,276.33	0.00 (41.37) (41.37) 1,234.96	1,234.96

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06406RBX4	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028	01/14/2025 01/15/2025 500,000.00	500,509.47 0.00 0.00 500,485.46	4,754.17 0.00 6,791.67 2,037.50	0.00 (24.00) (24.00) 2,013.50	2,013.50
14913UAV2	CATERPILLAR FINANCIAL SERVICES CORP 4.5 01/07/2027	01/14/2025 01/15/2025 500,000.00	499,464.54 0.00 0.00 499,500.39	5,250.00 0.00 7,125.00 1,875.00	35.85 0.00 35.85 1,910.85	1,910.85
24422EXV6	JOHN DEERE CAPITAL CORP 4.2 07/15/2027	09/16/2024 09/17/2024 350,000.00	352,465.71 0.00 0.00 352,348.48	3,103.33 0.00 4,328.33 1,225.00	0.00 (117.23) (117.23) 1,107.77	1,107.77
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	10/22/2024 10/23/2024 500,000.00	499,690.03 0.00 0.00 499,715.80	9,555.56 10,000.00 1,222.22 1,666.67	25.76 0.00 25.76 1,692.43	1,692.43
3133ERVU2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	10/03/2024 10/04/2024 500,000.00	498,931.41 0.00 0.00 499,021.92	8,701.39 8,750.00 1,409.72 1,458.33	90.51 0.00 90.51 1,548.84	1,548.84
369550BL1	GENERAL DYNAMICS CORP 3.5 04/01/2027	09/26/2024 09/27/2024 350,000.00	348,026.98 0.00 0.00 348,138.79	6,125.00 6,125.00 1,020.83 1,020.83	111.82 0.00 111.82 1,132.65	1,132.65
46647PAM8	JPMORGAN CHASE & CO 3.509 01/23/2029	08/12/2025 08/13/2025 300,000.00	295,011.99 0.00 0.00 295,139.79	1,988.43 0.00 2,865.68 877.25	127.79 0.00 127.79 1,005.04	1,005.04
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	09/16/2024 09/17/2024 350,000.00	350,781.01 0.00 0.00 350,738.68	6,514.52 7,565.25 210.15 1,260.88	0.00 (42.33) (42.33) 1,218.55	1,218.55
594918BJ2	MICROSOFT CORP 3.125 11/03/2025	01/24/2022 01/26/2022 375,000.00	375,000.00 0.00 0.00 375,000.00	4,817.71 0.00 5,794.27 976.56	0.00 0.00 0.00 976.56	976.56

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
61744YAP3	MORGAN STANLEY 3.772 01/24/2029	08/12/2025 08/13/2025 300,000.00	296,349.70 0.00 0.00 296,443.14	2,106.03 0.00 3,049.03 943.00	93.44 0.00 93.44 1,036.44	1,036.44
61747YER2	MORGAN STANLEY 4.21 04/20/2028	09/16/2024 09/17/2024 350,000.00	349,951.79 0.00 0.00 349,954.43	6,589.82 7,367.50 450.24 1,227.92	2.64 0.00 2.64 1,230.56	1,230.56
63743HFT4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027	09/16/2024 09/17/2024 350,000.00	351,130.56 0.00 0.00 351,079.32	600.83 0.00 1,802.50 1,201.67	0.00 (51.24) (51.24) 1,150.43	1,150.43
756109BG8	REALTY INCOME CORP 3.95 08/15/2027	10/22/2024 10/23/2024 350,000.00	347,117.89 0.00 0.00 347,248.70	1,766.53 0.00 2,918.61 1,152.08	130.81 0.00 130.81 1,282.90	1,282.90
89236TMY8	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027	01/14/2025 01/15/2025 500,000.00	499,451.29 0.00 0.00 499,487.95	5,302.78 0.00 7,219.44 1,916.67	36.66 0.00 36.66 1,953.33	1,953.33
911312BM7	UNITED PARCEL SERVICE INC 3.05 11/15/2027	09/26/2024 09/27/2024 350,000.00	343,692.96 0.00 0.00 343,945.24	4,032.78 0.00 4,922.36 889.58	252.28 0.00 252.28 1,141.86	1,141.86
91159HJK7	US BANCORP 4.653 02/01/2029	06/05/2025 06/06/2025 300,000.00	300,440.57 0.00 0.00 300,424.56	2,326.50 0.00 3,489.75 1,163.25	0.00 (16.01) (16.01) 1,147.24	1,147.24
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	10/03/2024 10/04/2024 500,000.00	496,289.06 0.00 0.00 496,924.64	30.91 0.00 989.01 958.10	635.57 0.00 635.57 1,593.68	1,593.68
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	09/26/2024 09/27/2024 500,000.00	491,385.69 0.00 0.00 492,037.02	3,777.17 0.00 4,619.57 842.39	651.33 0.00 651.33 1,493.72	1,493.72

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	10/03/2024 10/04/2024 500,000.00	490,796.76 0.00 0.00 491,365.09	1,436.82 0.00 2,384.51 947.69	568.33 0.00 568.33 1,516.02	1,516.02
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	09/26/2024 09/27/2024 500,000.00	490,801.69 0.00 0.00 491,284.18	4,485.39 0.00 5,485.73 1,000.34	482.48 0.00 482.48 1,482.82	1,482.82
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	08/04/2021 08/06/2021 0.00	949,757.32 0.00 (950,000.00) 0.00	993.89 1,187.50 0.00 193.61	242.68 0.00 242.68 436.29	436.29
91282CBQ3	UNITED STATES TREASURY 0.5 02/28/2026	08/04/2021 08/06/2021 650,000.00	649,702.81 0.00 0.00 649,764.23	278.31 0.00 556.63 278.31	61.42 0.00 61.42 339.73	339.73
91282CBS9	UNITED STATES TREASURY 1.25 03/31/2028	01/14/2025 01/15/2025 1,000,000.00	925,494.77 0.00 0.00 928,027.30	34.34 0.00 1,098.90 1,064.56	2,532.52 0.00 2,532.52 3,597.08	3,597.08
91282CBW0	UNITED STATES TREASURY 0.75 04/30/2026	08/04/2021 08/06/2021 650,000.00	650,431.20 0.00 0.00 650,367.85	2,040.08 2,437.50 13.47 410.89	0.00 (63.35) (63.35) 347.53	347.53
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	03/14/2022 03/16/2022 450,000.00	444,851.92 0.00 0.00 445,290.36	10.82 0.00 346.15 335.34	438.44 0.00 438.44 773.77	773.77
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	01/03/2022 01/05/2022 835,000.00	833,888.58 0.00 0.00 833,964.13	2,637.74 0.00 3,516.98 879.25	75.56 0.00 75.56 954.80	954.80
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	09/16/2024 09/17/2024 500,000.00	493,221.12 0.00 0.00 493,606.00	34.34 0.00 1,098.90 1,064.56	384.88 0.00 384.88 1,449.44	1,449.44

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	07/09/2025 07/10/2025 750,000.00	733,482.62 0.00 0.00 733,856.92	6,159.99 0.00 8,213.32 2,053.33	374.30 0.00 374.30 2,427.63	2,427.63
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	09/16/2024 09/17/2024 500,000.00	498,383.60 0.00 0.00 498,462.26	4,106.66 0.00 5,475.54 1,368.89	78.66 0.00 78.66 1,447.55	1,447.55
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	11/05/2024 11/06/2024 500,000.00	487,437.31 0.00 0.00 488,020.31	2,316.58 0.00 3,474.86 1,158.29	583.00 0.00 583.00 1,741.29	1,741.29
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	11/05/2024 11/06/2024 500,000.00	490,291.96 0.00 0.00 490,722.51	1,338.05 0.00 2,676.11 1,338.05	430.54 0.00 430.54 1,768.59	1,768.59
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	09/26/2024 09/27/2024 500,000.00	500,171.56 0.00 0.00 500,100.65	5,901.64 0.00 7,595.63 1,693.99	0.00 (70.91) (70.91) 1,623.08	1,623.08
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	04/08/2025 04/09/2025 500,000.00	496,195.13 0.00 0.00 496,320.34	7,323.37 8,750.00 48.34 1,474.97	125.21 0.00 125.21 1,600.19	1,600.19
91282CHB0	UNITED STATES TREASURY 3.625 05/15/2026	10/22/2024 10/23/2024 500,000.00	498,564.85 0.00 0.00 498,761.71	6,846.13 0.00 8,372.96 1,526.83	196.86 0.00 196.86 1,723.69	1,723.69
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	09/26/2024 09/27/2024 500,000.00	501,523.50 0.00 0.00 501,339.73	6,086.07 0.00 7,832.99 1,746.93	0.00 (183.77) (183.77) 1,563.16	1,563.16
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	12/12/2024 12/13/2024 500,000.00	497,851.92 0.00 0.00 497,918.31	5,054.35 0.00 6,739.13 1,684.78	66.39 0.00 66.39 1,751.17	1,751.17

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	01/14/2025 01/15/2025 1,000,000.00	1,002,274.51 0.00 0.00 1,002,210.12	127.06 0.00 4,065.93 3,938.87	0.00 (64.39) (64.39) 3,874.48	3,874.48
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	01/28/2025 01/29/2025 1,000,000.00	1,002,223.97 0.00 0.00 1,002,164.33	14,702.87 0.00 18,408.47 3,705.60	0.00 (59.64) (59.64) 3,645.96	3,645.96
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	11/05/2024 11/06/2024 500,000.00	500,882.84 0.00 0.00 500,820.64	6,454.92 0.00 8,307.72 1,852.80	0.00 (62.20) (62.20) 1,790.60	1,790.60
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	12/12/2024 12/13/2024 500,000.00	493,416.43 0.00 0.00 493,588.37	4,738.45 0.00 6,317.93 1,579.48	171.94 0.00 171.94 1,751.42	1,751.42
91282CJT9	UNITED STATES TREASURY 4.0 01/15/2027	10/22/2024 10/23/2024 500,000.00	499,909.59 0.00 0.00 499,915.54	4,239.13 0.00 5,923.91 1,684.78	5.95 0.00 5.95 1,690.73	1,690.73
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	08/12/2025 08/13/2025 1,150,000.00	1,158,982.39 0.00 0.00 1,158,753.77	7,750.00 0.00 11,625.00 3,875.00	0.00 (228.62) (228.62) 3,646.38	3,646.38
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	06/05/2025 06/06/2025 1,000,000.00	1,006,011.70 0.00 0.00 1,005,865.76	113.32 0.00 3,626.37 3,513.05	0.00 (145.94) (145.94) 3,367.11	3,367.11
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	11/05/2024 11/06/2024 500,000.00	502,105.23 0.00 0.00 501,988.89	10,389.34 11,250.00 1,050.82 1,911.48	0.00 (116.33) (116.33) 1,795.15	1,795.15
91282CKV2	UNITED STATES TREASURY 4.625 06/15/2027	01/28/2025 01/29/2025 1,000,000.00	1,006,753.80 0.00 0.00 1,006,417.20	13,647.54 0.00 17,564.89 3,917.35	0.00 (336.60) (336.60) 3,580.75	3,580.75

INCOME EARNED

City of Tamarac | Account #11314 | As of October 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CLB5	UNITED STATES TREASURY 4.375 07/31/2026	10/22/2024 10/23/2024 500,000.00	501,117.63 0.00 0.00 501,003.29	3,685.46 0.00 5,528.19 1,842.73	0.00 (114.35) (114.35) 1,728.39	1,728.39
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	08/12/2025 08/13/2025 1,200,000.00	1,209,510.64 0.00 0.00 1,209,299.90	8,086.96 0.00 12,130.43 4,043.48	0.00 (210.74) (210.74) 3,832.74	3,832.74
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	10/03/2024 10/04/2024 500,000.00	500,140.59 0.00 0.00 500,127.54	1,605.66 0.00 3,211.33 1,605.66	0.00 (13.05) (13.05) 1,592.61	1,592.61
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	1,000,000.00	992,080.01 0.00 0.00 992,423.88	1,491.71 0.00 4,381.91 2,890.19	343.87 0.00 343.87 3,234.06	3,234.06
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	10/22/2024 10/23/2024 500,000.00	499,037.49 0.00 0.00 499,077.59	8,946.38 9,687.50 904.88 1,646.00	40.10 0.00 40.10 1,686.10	1,686.10
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	11/05/2024 11/06/2024 500,000.00	499,445.90 0.00 0.00 499,489.38	8,631.11 10,312.50 56.98 1,738.36	43.49 0.00 43.49 1,781.85	1,781.85
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	11/05/2024 11/15/2024 500,000.00	499,239.71 0.00 0.00 499,270.12	7,790.42 0.00 9,527.85 1,737.43	30.41 0.00 30.41 1,767.84	1,767.84
91282CMB4	UNITED STATES TREASURY 4.0 12/15/2027	01/14/2025 01/15/2025 1,000,000.00	990,660.98 0.00 0.00 991,020.62	11,803.28 0.00 15,191.26 3,387.98	359.64 0.00 359.64 3,747.62	3,747.62
91282CMF5	UNITED STATES TREASURY 4.25 01/15/2028	01/28/2025 01/29/2025 1,000,000.00	1,000,241.67 0.00 0.00 1,000,232.71	9,008.15 0.00 12,588.32 3,580.16	0.00 (8.96) (8.96) 3,571.20	3,571.20

INCOME EARNED

City of Tamarac | Account #11314 | As of October 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CMH1	UNITED STATES TREASURY 4.125 01/31/2027	01/28/2025 01/31/2025 1,000,000.00	999,113.98 0.00 0.00 999,170.38	6,949.73 0.00 10,424.59 3,474.86	56.40 0.00 56.40 3,531.26	3,531.26
91282CMN8	UNITED STATES TREASURY 4.25 02/15/2028	04/08/2025 04/09/2025 600,000.00	606,123.40 0.00 0.00 605,904.45	3,256.79 0.00 5,404.89 2,148.10	0.00 (218.95) (218.95) 1,929.15	1,929.15
91282CND9	UNITED STATES TREASURY 3.75 05/15/2028	05/13/2025 05/15/2025 1,100,000.00	1,094,409.64 0.00 0.00 1,094,590.72	15,580.84 0.00 19,055.71 3,474.86	181.09 0.00 181.09 3,655.95	3,655.95
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	07/09/2025 07/15/2025 750,000.00	750,625.88 0.00 0.00 750,606.82	6,159.99 0.00 8,608.19 2,448.20	0.00 (19.06) (19.06) 2,429.14	2,429.14
91282CNU1	UNITED STATES TREASURY 3.625 08/15/2028	10/07/2025 10/08/2025 1,000,000.00	0.00 1,001,250.00 0.00 1,001,221.21	0.00 (5,319.29) 7,683.42 2,364.13	0.00 (28.79) (28.79) 2,335.34	2,335.34
91282CNY3	UNITED STATES TREASURY 3.375 09/15/2028	09/11/2025 09/15/2025 750,000.00	748,065.77 0.00 0.00 748,121.29	1,118.78 0.00 3,286.43 2,167.65	55.52 0.00 55.52 2,223.16	2,223.16
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	09/26/2024 09/27/2024 350,000.00	343,973.13 0.00 0.00 344,224.25	4,760.97 5,162.50 458.89 860.42	251.12 0.00 251.12 1,111.54	1,111.54
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	08/12/2025 08/13/2025 500,000.00	502,986.87 0.00 0.00 502,862.42	953.33 1,787.50 953.33 1,787.50	0.00 (124.45) (124.45) 1,663.05	1,663.05
931142EM1	WALMART INC 3.05 07/08/2026	01/24/2022 01/26/2022 375,000.00	378,031.05 0.00 0.00 377,602.00	2,636.98 0.00 3,590.10 953.13	0.00 (429.05) (429.05) 524.07	524.07

INCOME EARNED

City of Tamarac | Account #11314 | As of October 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
95000U3A9	WELLS FARGO & CO 4.808 07/25/2028	01/14/2025 01/15/2025 500,000.00	497,365.66 0.00 0.00 497,489.02	4,407.33 0.00 6,410.67 2,003.33	123.36 0.00 123.36 2,126.69	2,126.69
Total Fixed Income		**39,710,000.00**	**39,495,137.78** **1,001,250.00** **(950,000.00)** **39,553,792.47**	**321,348.15** **102,213.13** **338,240.62** **119,105.60**	**10,498.62** **(3,093.93)** **7,404.69** **126,510.29**	**126,510.29**
TOTAL PORTFOLIO		**40,825,154.43**	**40,559,877.03** **2,060,116.85** **(1,958,276.91)** **40,668,946.90**	**321,348.15** **103,547.56** **338,240.62** **120,440.03**	**10,498.62** **(3,093.93)** **7,404.69** **127,844.72**	**127,844.72**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
NOVEMBER 2025							
11/17/2025	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
11/17/2025	Coupon	911312BM7	350,000.00	UNITED PARCEL SERVICE INC 3.05 11/15/2027		5,337.50	5,337.50
11/17/2025	Coupon	912828U24	500,000.00	UNITED STATES TREASURY 2.0 11/15/2026		5,000.00	5,000.00
11/17/2025	Coupon	912828X88	500,000.00	UNITED STATES TREASURY 2.375 05/15/2027		5,937.50	5,937.50
11/17/2025	Coupon	91282CHB0	500,000.00	UNITED STATES TREASURY 3.625 05/15/2026		9,062.50	9,062.50
11/17/2025	Coupon	91282CLX7	500,000.00	UNITED STATES TREASURY 4.125 11/15/2027		10,312.50	10,312.50
11/17/2025	Coupon	91282CND9	1,100,000.00	UNITED STATES TREASURY 3.75 05/15/2028		20,625.00	20,625.00
11/17/2025	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
November 2025 Total						**59,854.17**	**59,854.17**
DECEMBER 2025							
12/01/2025	Coupon	91282CJN2	1,000,000.00	UNITED STATES TREASURY 4.375 11/30/2028		21,875.00	21,875.00
12/15/2025	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
12/15/2025	Coupon	91282CGA3	500,000.00	UNITED STATES TREASURY 4.0 12/15/2025		10,000.00	10,000.00
12/15/2025	Final Maturity	91282CGA3	500,000.00	UNITED STATES TREASURY 4.0 12/15/2025	500,000.00		500,000.00
12/15/2025	Coupon	91282CHH7	500,000.00	UNITED STATES TREASURY 4.125 06/15/2026		10,312.50	10,312.50
12/15/2025	Coupon	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026		10,937.50	10,937.50
12/15/2025	Coupon	91282CKV2	1,000,000.00	UNITED STATES TREASURY 4.625 06/15/2027		23,125.00	23,125.00
12/15/2025	Coupon	91282CMB4	1,000,000.00	UNITED STATES TREASURY 4.0 12/15/2027		20,000.00	20,000.00
12/15/2025	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
12/31/2025	Coupon	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026		5,218.75	5,218.75
12/31/2025	Coupon	91282CEV9	750,000.00	UNITED STATES TREASURY 3.25 06/30/2029		12,187.50	12,187.50
12/31/2025	Coupon	91282CEW7	500,000.00	UNITED STATES TREASURY 3.25 06/30/2027		8,125.00	8,125.00
12/31/2025	Coupon	91282CHK0	500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		10,000.00	10,000.00
12/31/2025	Coupon	91282CJR3	500,000.00	UNITED STATES TREASURY 3.75 12/31/2028		9,375.00	9,375.00
December 2025 Total					**500,000.00**	**144,735.42**	**644,735.42**
JANUARY 2026							
01/07/2026	Coupon	14913UAV2	500,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.5 01/07/2027		11,250.00	11,250.00
01/08/2026	Coupon	89236TMY8	500,000.00	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027		11,500.00	11,500.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/08/2026	Coupon	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026		5,718.75	5,718.75
01/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
01/15/2026	Coupon	24422EXV6	350,000.00	JOHN DEERE CAPITAL CORP 4.2 07/15/2027		7,350.00	7,350.00
01/15/2026	Coupon	91282CJT9	500,000.00	UNITED STATES TREASURY 4.0 01/15/2027		10,000.00	10,000.00
01/15/2026	Coupon	91282CMF5	1,000,000.00	UNITED STATES TREASURY 4.25 01/15/2028		21,250.00	21,250.00
01/15/2026	Coupon	91282CNM9	750,000.00	UNITED STATES TREASURY 3.875 07/15/2028		14,531.25	14,531.25
01/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
01/21/2026	Coupon	06406RBX4	500,000.00	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028		12,225.00	12,225.00
01/23/2026	Coupon	06051GHM4	300,000.00	BANK OF AMERICA CORP 4.271 07/23/2029		6,406.50	6,406.50
01/23/2026	Coupon	46647PAM8	300,000.00	JPMORGAN CHASE & CO 3.509 01/23/2029		5,263.50	5,263.50
01/26/2026	Coupon	61744YAP3	300,000.00	MORGAN STANLEY 3.772 01/24/2029		5,658.00	5,658.00
01/26/2026	Coupon	95000U3A9	500,000.00	WELLS FARGO & CO 4.808 07/25/2028		12,020.00	12,020.00
January 2026 Total						**126,752.17**	**126,752.17**
FEBRUARY 2026							
02/02/2026	Coupon	91159HJK7	300,000.00	US BANCORP 4.653 02/01/2029		6,979.50	6,979.50
02/02/2026	Coupon	91282CFB2	500,000.00	UNITED STATES TREASURY 2.75 07/31/2027		6,875.00	6,875.00
02/02/2026	Coupon	91282CJW2	1,150,000.00	UNITED STATES TREASURY 4.0 01/31/2029		23,000.00	23,000.00
02/02/2026	Coupon	91282CLB5	500,000.00	UNITED STATES TREASURY 4.375 07/31/2026		10,937.50	10,937.50
02/02/2026	Coupon	91282CLC3	1,200,000.00	UNITED STATES TREASURY 4.0 07/31/2029		24,000.00	24,000.00
02/02/2026	Coupon	91282CMH1	1,000,000.00	UNITED STATES TREASURY 4.125 01/31/2027		20,625.00	20,625.00
02/17/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
02/17/2026	Coupon	756109BG8	350,000.00	REALTY INCOME CORP 3.95 08/15/2027		6,912.50	6,912.50
02/17/2026	Coupon	912828V98	500,000.00	UNITED STATES TREASURY 2.25 02/15/2027		5,625.00	5,625.00
02/17/2026	Coupon	91282CMN8	600,000.00	UNITED STATES TREASURY 4.25 02/15/2028		12,750.00	12,750.00
02/17/2026	Coupon	91282CNU1	1,000,000.00	UNITED STATES TREASURY 3.625 08/15/2028		18,125.00	18,125.00
02/17/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
February 2026 Total						**139,408.67**	**139,408.67**
MARCH 2026							
03/02/2026	Coupon	91282CBQ3	650,000.00	UNITED STATES TREASURY 0.5 02/28/2026		1,625.00	1,625.00
03/02/2026	Final Maturity	91282CBQ3	650,000.00	UNITED STATES TREASURY 0.5 02/28/2026	650,000.00		650,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/02/2026	Coupon	91282CFH9	500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		7,812.50	7,812.50
03/02/2026	Coupon	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026		9,375.00	9,375.00
03/11/2026	Coupon	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026		3,843.75	3,843.75
03/16/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
03/16/2026	Coupon	63743HFT4	350,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027		7,210.00	7,210.00
03/16/2026	Coupon	91282CLL3	1,000,000.00	UNITED STATES TREASURY 3.375 09/15/2027		16,875.00	16,875.00
03/16/2026	Coupon	91282CNY3	750,000.00	UNITED STATES TREASURY 3.375 09/15/2028		12,656.25	12,656.25
03/16/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
03/31/2026	Coupon	9128286L9	500,000.00	UNITED STATES TREASURY 2.25 03/31/2026		5,625.00	5,625.00
03/31/2026	Final Maturity	9128286L9	500,000.00	UNITED STATES TREASURY 2.25 03/31/2026	500,000.00		500,000.00
03/31/2026	Coupon	91282CBS9	1,000,000.00	UNITED STATES TREASURY 1.25 03/31/2028		6,250.00	6,250.00
03/31/2026	Coupon	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026		1,968.75	1,968.75
03/31/2026	Coupon	91282CEF4	500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		6,250.00	6,250.00
03/31/2026	Coupon	91282CJA0	1,000,000.00	UNITED STATES TREASURY 4.625 09/30/2028		23,125.00	23,125.00
03/31/2026	Coupon	91282CKG5	1,000,000.00	UNITED STATES TREASURY 4.125 03/31/2029		20,625.00	20,625.00
March 2026 Total					**1,150,000.00**	**126,820.42**	**1,276,820.42**
APRIL 2026							
04/01/2026	Coupon	369550BL1	350,000.00	GENERAL DYNAMICS CORP 3.5 04/01/2027		6,125.00	6,125.00
04/02/2026	Coupon	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026		8,750.00	8,750.00
04/06/2026	Coupon	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026		7,700.00	7,700.00
04/09/2026	Coupon	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026		10,000.00	10,000.00
04/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
04/15/2026	Coupon	91282CKJ9	500,000.00	UNITED STATES TREASURY 4.5 04/15/2027		11,250.00	11,250.00
04/15/2026	Coupon	91282CLQ2	500,000.00	UNITED STATES TREASURY 3.875 10/15/2027		9,687.50	9,687.50
04/15/2026	Coupon	91324PDE9	350,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		5,162.50	5,162.50
04/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
04/20/2026	Coupon	61747YER2	350,000.00	MORGAN STANLEY 4.21 04/20/2028		7,367.50	7,367.50
04/27/2026	Coupon	06051GKP3	350,000.00	BANK OF AMERICA CORP 4.376 04/27/2028		7,658.00	7,658.00
04/27/2026	Coupon	46647PDA1	350,000.00	JPMORGAN CHASE & CO 4.323 04/26/2028		7,565.25	7,565.25

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/30/2026	Coupon	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026		2,437.50	2,437.50
04/30/2026	Final Maturity	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026	650,000.00		650,000.00
04/30/2026	Coupon	91282CHA2	500,000.00	UNITED STATES TREASURY 3.5 04/30/2028		8,750.00	8,750.00
04/30/2026	Coupon	91282CLS8	500,000.00	UNITED STATES TREASURY 4.125 10/31/2026		10,312.50	10,312.50
April 2026 Total					**650,000.00**	**106,344.92**	**756,344.92**
MAY 2026							
05/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
05/15/2026	Coupon	911312BM7	350,000.00	UNITED PARCEL SERVICE INC 3.05 11/15/2027		5,337.50	5,337.50
05/15/2026	Coupon	912828U24	500,000.00	UNITED STATES TREASURY 2.0 11/15/2026		5,000.00	5,000.00
05/15/2026	Coupon	912828X88	500,000.00	UNITED STATES TREASURY 2.375 05/15/2027		5,937.50	5,937.50
05/15/2026	Coupon	91282CHB0	500,000.00	UNITED STATES TREASURY 3.625 05/15/2026		9,062.50	9,062.50
05/15/2026	Final Maturity	91282CHB0	500,000.00	UNITED STATES TREASURY 3.625 05/15/2026	500,000.00		500,000.00
05/15/2026	Coupon	91282CLX7	500,000.00	UNITED STATES TREASURY 4.125 11/15/2027		10,312.50	10,312.50
05/15/2026	Coupon	91282CND9	1,100,000.00	UNITED STATES TREASURY 3.75 05/15/2028		20,625.00	20,625.00
05/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
May 2026 Total					**500,000.00**	**59,854.17**	**559,854.17**
JUNE 2026							
06/01/2026	Coupon	91282CJN2	1,000,000.00	UNITED STATES TREASURY 4.375 11/30/2028		21,875.00	21,875.00
06/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
06/15/2026	Coupon	91282CHH7	500,000.00	UNITED STATES TREASURY 4.125 06/15/2026		10,312.50	10,312.50
06/15/2026	Final Maturity	91282CHH7	500,000.00	UNITED STATES TREASURY 4.125 06/15/2026	500,000.00		500,000.00
06/15/2026	Coupon	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026		10,937.50	10,937.50
06/15/2026	Coupon	91282CKV2	1,000,000.00	UNITED STATES TREASURY 4.625 06/15/2027		23,125.00	23,125.00
06/15/2026	Coupon	91282CMB4	1,000,000.00	UNITED STATES TREASURY 4.0 12/15/2027		20,000.00	20,000.00
06/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
06/30/2026	Coupon	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026		5,218.75	5,218.75
06/30/2026	Coupon	91282CEV9	750,000.00	UNITED STATES TREASURY 3.25 06/30/2029		12,187.50	12,187.50
06/30/2026	Coupon	91282CEW7	500,000.00	UNITED STATES TREASURY 3.25 06/30/2027		8,125.00	8,125.00
06/30/2026	Coupon	91282CHK0	500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		10,000.00	10,000.00
06/30/2026	Coupon	91282CJR3	500,000.00	UNITED STATES TREASURY 3.75 12/31/2028		9,375.00	9,375.00
June 2026 Total					**500,000.00**	**134,735.42**	**634,735.42**
JULY 2026							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/07/2026	Coupon	14913UAV2	500,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.5 01/07/2027		11,250.00	11,250.00
07/08/2026	Coupon	89236TMY8	500,000.00	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027		11,500.00	11,500.00
07/08/2026	Coupon	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026		5,718.75	5,718.75
07/08/2026	Final Maturity	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026	375,000.00		375,000.00
07/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
07/15/2026	Coupon	24422EXV6	350,000.00	JOHN DEERE CAPITAL CORP 4.2 07/15/2027		7,350.00	7,350.00
07/15/2026	Coupon	91282CJT9	500,000.00	UNITED STATES TREASURY 4.0 01/15/2027		10,000.00	10,000.00
07/15/2026	Coupon	91282CMF5	1,000,000.00	UNITED STATES TREASURY 4.25 01/15/2028		21,250.00	21,250.00
07/15/2026	Coupon	91282CNM9	750,000.00	UNITED STATES TREASURY 3.875 07/15/2028		14,531.25	14,531.25
07/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
07/21/2026	Coupon	06406RBX4	500,000.00	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028		12,225.00	12,225.00
07/23/2026	Coupon	06051GHM4	300,000.00	BANK OF AMERICA CORP 4.271 07/23/2029		6,406.50	6,406.50
07/23/2026	Coupon	46647PAM8	300,000.00	JPMORGAN CHASE & CO 3.509 01/23/2029		5,263.50	5,263.50
07/24/2026	Coupon	61744YAP3	300,000.00	MORGAN STANLEY 3.772 01/24/2029		5,658.00	5,658.00
07/27/2026	Coupon	95000U3A9	500,000.00	WELLS FARGO & CO 4.808 07/25/2028		12,020.00	12,020.00
07/31/2026	Coupon	91282CFB2	500,000.00	UNITED STATES TREASURY 2.75 07/31/2027		6,875.00	6,875.00
07/31/2026	Coupon	91282CJW2	1,150,000.00	UNITED STATES TREASURY 4.0 01/31/2029		23,000.00	23,000.00
07/31/2026	Coupon	91282CLB5	500,000.00	UNITED STATES TREASURY 4.375 07/31/2026		10,937.50	10,937.50
07/31/2026	Final Maturity	91282CLB5	500,000.00	UNITED STATES TREASURY 4.375 07/31/2026	500,000.00		500,000.00
07/31/2026	Coupon	91282CLC3	1,200,000.00	UNITED STATES TREASURY 4.0 07/31/2029		24,000.00	24,000.00
07/31/2026	Coupon	91282CMH1	1,000,000.00	UNITED STATES TREASURY 4.125 01/31/2027		20,625.00	20,625.00
July 2026 Total					**875,000.00**	**212,189.67**	**1,087,189.67**
AUGUST 2026							
08/03/2026	Coupon	91159HJK7	300,000.00	US BANCORP 4.653 02/01/2029		6,979.50	6,979.50
08/17/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
08/17/2026	Coupon	756109BG8	350,000.00	REALTY INCOME CORP 3.95 08/15/2027		6,912.50	6,912.50
08/17/2026	Coupon	912828V98	500,000.00	UNITED STATES TREASURY 2.25 02/15/2027		5,625.00	5,625.00
08/17/2026	Coupon	91282CMN8	600,000.00	UNITED STATES TREASURY 4.25 02/15/2028		12,750.00	12,750.00
08/17/2026	Coupon	91282CNU1	1,000,000.00	UNITED STATES TREASURY 3.625 08/15/2028		18,125.00	18,125.00
08/17/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/31/2026	Coupon	91282CFH9	500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		7,812.50	7,812.50
08/31/2026	Coupon	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026		9,375.00	9,375.00
08/31/2026	Final Maturity	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026	500,000.00		500,000.00
August 2026 Total					**500,000.00**	**71,158.67**	**571,158.67**
SEPTEMBER 2026							
09/11/2026	Coupon	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026		3,843.75	3,843.75
09/11/2026	Final Maturity	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026	375,000.00		375,000.00
09/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
09/15/2026	Coupon	91282CLL3	1,000,000.00	UNITED STATES TREASURY 3.375 09/15/2027		16,875.00	16,875.00
09/15/2026	Coupon	91282CNY3	750,000.00	UNITED STATES TREASURY 3.375 09/15/2028		12,656.25	12,656.25
09/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
09/16/2026	Coupon	63743HFT4	350,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027		7,210.00	7,210.00
09/30/2026	Coupon	91282CBS9	1,000,000.00	UNITED STATES TREASURY 1.25 03/31/2028		6,250.00	6,250.00
09/30/2026	Coupon	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026		1,968.75	1,968.75
09/30/2026	Final Maturity	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026	450,000.00		450,000.00
09/30/2026	Coupon	91282CEF4	500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		6,250.00	6,250.00
09/30/2026	Coupon	91282CJA0	1,000,000.00	UNITED STATES TREASURY 4.625 09/30/2028		23,125.00	23,125.00
09/30/2026	Coupon	91282CKG5	1,000,000.00	UNITED STATES TREASURY 4.125 03/31/2029		20,625.00	20,625.00
September 2026 Total					**825,000.00**	**102,382.92**	**927,382.92**
Grand Total			**85,770,000.00**		**5,500,000.00**	**1,284,236.58**	**6,784,236.58**

IMPORTANT DISCLOSURES

City of Tamarac | Account #11314 | As of October 31, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

Benchmark	Disclosure
ICE BofA 1-3 Yr US Treasury & Agency Index	The ICE BofA 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	January 14, 2026
SUBMITTED BY:	Fariel Khan
ITEM TYPE:	Other
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Investment Report - November 2025
RECOMMENDATION:	Review the Investment Report for an update of the City's investment activity through the month of November 2025.

ATTACHMENTS:
CITY OF TAMARAC Monthly Memo Nov 2025-FULL PACKET.pdf

CITY OF TAMARAC

INTEROFFICE MEMORANDUM

FINANCIAL SERVICES

AMINISTRATION DIVISION

TO: **Levent Sucuoglu**
City Manager

DATE: **Dec 15th, 2025**

FROM: **Christine Cajuste, Director of Financial Services**

RE: **Investment Report: November 2025**

Recommendation:

The following report outlines the results of the City's investment activities for the Month of November 2025.

Issue:

This report provides an update of the City's investment activity through November 2025. Tamarac's Code, Section 6-29 "Investment Reports", provides that: "The Finance Director shall prepare a written report of the City's investments at least on a monthly basis. The report shall be presented and explained to the City Commission at a regular or special meeting."

Background:

The Financial Services staff reviews the City's cash positions daily and invests funds as cash flow, investment needs, and interest rates dictate. Operating funds are invested according to cash flow needs with surplus funds invested in securities of varying maturities. No single investment is invested longer than a maturity of sixty (60) months, and the average duration of Tamarac's investment portfolio is targeted to be less than thirty-six (36) months.

Investment Portfolio Weighted Yield:

The total Operations & Reserve investment portfolio weighted average yield for the month of November was 3.207%. The managed portion of the portfolio had a weighted average yield of 3.82%, while the cash portion of the portfolio had a weighted average yield of 3.096%.

SMA ACCT	– $41,377,415.42	3.82%
FL SAFE	– $77,483,397.91	4.03%
FL SAFE Series 2018 Capital Improvements Bonds	– $3,855,091.56	4.03%
Florida Prime	– $89,479,381.62	4.15%

TD Concentration ACCT – $55,021,205.42

Investment Strategy:

The City's interest-bearing checking account at TD Bank holds funds needed to pay its weekly obligations. Funds held for short-term liquidity needs are invested in the TD Bank, the AIM Treasury money market fund, Wells Fargo and the FLSAFE Local Government Investment Pool. Based on the cash flow model and short-term investment strategy, the target amount for liquidity purposes is at least $15 million. Funds not needed for liquidity purposes are used to purchase longer-term securities. Total liquidity in the Operations and Reserve Portfolio held in FLSAFE, Florida Prime, and at TD Bank as of the end of November 2025, was $221,983,984.95. The Series 2018 Capital Improvement Bond proceeds portfolio had $3,855,091.56 in FLSAFE, bringing total liquidity to $225,839,076.51. The managed portfolio with Chandler Asset Management held $41,377,415.42. The total of all portfolios was $267,216,491.93.

Investment Activity – November 2025

Investment Maturities/Calls/Sold:
There was one corporate security that matured in the amount of $375,000. No security was sold. No security was called.

Investment Purchases:
One U.S. Treasury security was purchased in November in amount of $1,000,000. One corporate security was purchased in the amount of $400,000.

The near-term economic outlook continues to be distorted by the data delays from the government shutdown. Recently released government data—reflecting conditions from two to three months ago—indicate inflation remains moderately above the Federal Reserve's target, while labor market conditions have continued to soften. As the flow of economic data normalizes, the Chandler team expects further yield curve steepening as the Federal Reserve moves the policy rate toward a more neutral range. U.S. trade and fiscal policy also remain sources of elevated market uncertainty.

The Federal Reserve's December Federal Open Market Committee meeting concluded with the third consecutive 25-basis-point rate cut in 2025, lowering the target range to 3.50%–3.75%. However, policymakers remain divided on the path forward. Four Fed governors project one additional 25-basis-point cut in 2026, another four anticipate no further easing, eight expect multiple cuts, and three call for a potential rate hike. Chair Jerome Powell noted that the Fed is now "well placed to wait and see" how labor market conditions and inflation evolve in the near term.

The US Treasury yield curve steepened slightly in November, as the 2-year Treasury yield dropped 9 basis points to 3.49%, the 5-year Treasury was down 9 basis points to 3.60%, and the 10-year Treasury yield was 6 basis points lower at 4.02%. The spread between the 2-year and 10-year Treasury yield points on the curve was 2 basis points wider from October at +52 basis points at November month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was 2 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was +21 basis points in November versus +26 basis points in October.

Employment

The September Nonfarm Payrolls (NFP) report, released on November 20 after a significant delay, came in stronger than expected with a gain of 119,000 jobs, well above the consensus estimate of 53,000. Job growth was led by healthcare and social assistance, as well as the leisure and hospitality sector. The nonresidential specialized construction industry also saw a notable uptick, likely driven by the expanding AI-related data center construction boom. Despite the solid job gains, the unemployment rate rose to 4.4% in September, the highest level since October 2021. The release of October NFP data has been delayed indefinitely.

Inflation

Despite the federal government shutdown, the Bureau of Labor Statistics released September Consumer Price Index (CPI) data on October 24. Both headline and core

readings came in below expectations. Headline CPI rose 0.3% from August and 3.0% year over year, while core CPI increased 0.2% on the month and 3.0% on an annual basis. The release was particularly significant, as third-quarter CPI figures determine the Social Security Administration's annual cost-of-living adjustment (COLA). The Personal Consumption Expenditures (PCE) Index for September, released on December 5, showed headline inflation up 0.3% from August and 2.8% year over year. Core PCE rose 0.2% on the month and 2.8% on an annual basis. The delayed yet relatively benign inflation readings are not expected to influence the Federal Open Market Committee's December policy decision.

Housing

Government provided U.S. Housing Starts data continues to be delayed by the government shutdown in October. Meanwhile, The S&P Cotality Case-Shiller 20-City Composite City Home Price Index rose 1.36% year-over-year in September, easing from a 1.4% increase in August and signaling further cooling in price appreciation. All 20 metro areas posted month-over-month declines before seasonal adjustment, highlighting broad-based softening as elevated mortgage rates continue to pressure affordability and demand. The Freddie Mac 30-year fixed mortgage rate stood at 6.23% at the end of November.

GDP

In a sharp rebound from the first quarter, real GDP increased at an annualized rate of 3.8% in the second quarter of 2025 according to the final data revision from the Bureau of Economic Analysis. The increase in real GDP in the second quarter was driven by the drop in imports following the significant rise in the first quarter in anticipation of higher tariffs and an increase in consumer spending. The consensus projection calls for 2.9% growth for the third quarter and 2.0% for the full year 2025.

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Tamarac | Account #11314 | As of November 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Tamarac | Account #11314 | As of November 30, 2025

Portfolio Characteristics

Average Modified Duration	1.76
Average Coupon	3.59%
Average Purchase YTM	3.82%
Average Market YTM	3.68%
Average Credit Quality*	AA
Average Final Maturity	2.00
Average Life	1.89

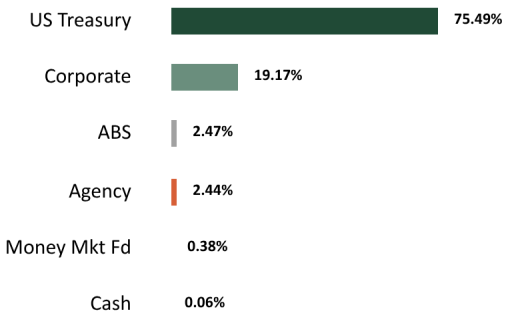
Account Summary

	End Values as of 10/31/2025	End Values as of 11/30/2025
Market Value	40,845,389.48	41,003,056.48
Accrued Interest	338,240.62	374,358.94
Total Market Value	**41,183,630.10**	**41,377,415.42**
Income Earned	127,844.72	105,800.77
Cont/WD	0.00	0.00
Par	40,825,154.43	40,913,181.49
Book Value	40,668,946.90	40,758,619.19
Cost Value	40,607,176.20	40,669,736.39

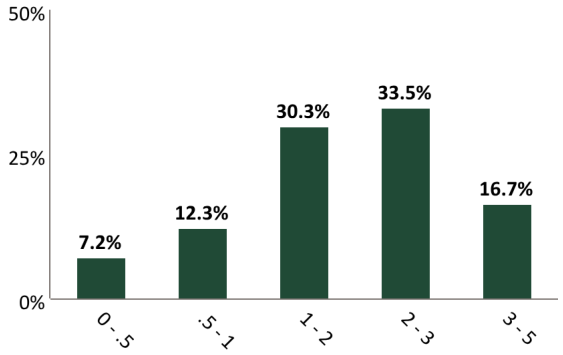
Top Issuers

United States	75.49%
Bank of America Corporation	1.59%
Morgan Stanley	1.58%
JPMorgan Chase & Co.	1.58%
BNY Mellon Corp	1.24%
American Express Credit Master Trust	1.24%
Wells Fargo & Company	1.23%
Toyota Motor Corporation	1.23%

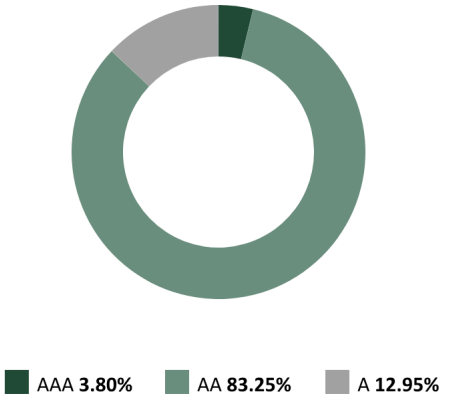
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (12/01/24)
City of Tamarac	0.47%	1.13%	5.03%	5.27%	--	--	--	--	--
Benchmark Return	0.46%	1.10%	4.76%	5.01%	--	--	--	--	--

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 1-3 Year US Treasury & Agency Index

STATEMENT OF COMPLIANCE

City of Tamarac | Account #11314 | As of November 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE-BACKED SECURITIES				
Max % (MV)	15.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	10.0	2.5	Compliant	
Max % Issuer (MV)	5.0	1.2	Compliant	
Max Maturity (Years)	5.0	4.6	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	180.0	0.0	Compliant	
Min Rating (A-1/P-1 by Moody's & S&P)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	180.0	0.0	Compliant	
Min Rating (A-1/P-1 by Moody's & S&P)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	20.0	19.2	Compliant	
Max % Issuer (MV)	5.0	1.6	Compliant	
Max Maturity (Years)	5.0	3.6	Compliant	
Min Rating (A- by 2 or AA- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	10.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
FEDERAL AGENCIES (NON-FULL FAITH & CREDIT)				
Max % (MV)	75.0	2.4	Compliant	
Max % Issuer (MV)	10.0	1.2	Compliant	
Max Maturity (Years)	5.0	0.9	Compliant	

STATEMENT OF COMPLIANCE

City of Tamarac | Account #11314 | As of November 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FEDERAL AGENCIES (FULL FAITH & CREDIT)				
Max % (MV)	50.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND (SBA)				
Max % (MV)	50.0	0.0	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	50.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	100.0	0.4	Compliant	
Min Rating (AAA by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	3.0	0.0	Compliant	
Min Rating (Aa2 by Moody's or AA by S&P)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	100.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	90.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	75.5	Compliant	
Max Maturity (Years)	5.0	3.7	Compliant	

RECONCILIATION SUMMARY

City of Tamarac | Account #11314 | As of November 30, 2025

Maturities / Calls

Month to Date	**(375,000.00)**
Fiscal Year to Date	**(1,325,000.00)**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**1,836,468.85**
Fiscal Year to Date	**3,896,585.70**

Sales

Month to Date	**(1,400,549.12)**
Fiscal Year to Date	**(2,408,826.03)**

Interest Received

Month to Date	**66,873.22**
Fiscal Year to Date	**175,740.07**

Purchased / Sold Interest

Month to Date	**(4,240.38)**
Fiscal Year to Date	**(9,559.67)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (10/01/2025)
Beginning Book Value	40,668,946.90	40,559,877.03
Maturities/Calls	(375,000.00)	(1,325,000.00)
Principal Paydowns	0.00	0.00
Purchases	1,836,468.85	3,896,585.70
Sales	(1,400,549.12)	(2,408,826.03)
Change in Cash, Payables, Receivables	21,702.96	21,528.20
Amortization/Accretion	7,049.61	14,454.30
Realized Gain (Loss)	0.00	0.00
Ending Book Value	40,758,619.19	40,758,619.19

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (10/01/2025)
Beginning Market Value	40,845,389.48	40,724,195.79
Maturities/Calls	(375,000.00)	(1,325,000.00)
Principal Paydowns	0.00	0.00
Purchases	1,836,468.85	3,896,585.70
Sales	(1,400,549.12)	(2,408,826.03)
Change in Cash, Payables, Receivables	21,702.96	21,528.20
Amortization/Accretion	7,049.61	14,454.30
Change in Net Unrealized Gain (Loss)	67,994.70	80,118.52
Realized Gain (Loss)	0.00	0.00
Ending Market Value	41,003,056.48	41,003,056.48

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	500,000.00	08/12/2025 4.02%	503,183.59 502,741.98	100.89 3.83%	504,461.50 953.33	1.23% 1,719.52	Aaa/AAA NA	3.87 1.77
02582JKV1	AMXCA 2025-4 A 4.3 07/15/2030	500,000.00	08/12/2025 3.98%	504,414.06 503,959.58	101.35 3.79%	506,745.00 955.56	1.24% 2,785.42	NA/AAA AAA	4.62 2.43
Total ABS		**1,000,000.00**	**4.00%**	**1,007,597.65** **1,006,701.57**	**101.12** **3.81%**	**1,011,206.50** **1,908.89**	**2.47%** **4,504.93**		**4.25** **2.10**
AGENCY									
3133ERVU2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	500,000.00	10/03/2024 3.72%	497,874.50 499,109.51	99.86 3.67%	499,277.50 2,868.06	1.22% 167.99	Aa1/AA+ AA+	0.84 0.81
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	500,000.00	10/22/2024 4.06%	499,405.00 499,740.73	100.28 3.66%	501,394.00 2,888.89	1.22% 1,653.27	Aa1/AA+ AA+	0.86 0.83
Total Agency		**1,000,000.00**	**3.89%**	**997,279.50** **998,850.24**	**100.07** **3.67%**	**1,000,671.50** **5,756.94**	**2.44%** **1,821.26**		**0.85** **0.82**
CASH									
CCYUSD	Receivable	22,862.63	--	22,862.63 22,862.63	1.00 0.00%	22,862.63 0.00	0.06% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**22,862.63**		**22,862.63** **22,862.63**	**1.00** **0.00%**	**22,862.63** **0.00**	**0.06%** **0.00**		**0.00** **0.00**
CORPORATE									
931142EM1	WALMART INC 3.05 07/08/2026	375,000.00	01/24/2022 1.65%	396,618.75 377,186.79	99.54 3.82%	373,293.38 4,543.23	0.91% (3,893.41)	Aa2/AA AA	0.60 0.58
037833DN7	APPLE INC 2.05 09/11/2026	375,000.00	01/19/2022 1.79%	379,125.00 375,561.47	98.68 3.79%	370,032.00 1,708.33	0.90% (5,529.47)	Aaa/AA+ NA	0.78 0.76
02665WFP1	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	350,000.00	09/16/2024 4.06%	352,285.50 350,941.09	100.33 3.99%	351,156.75 2,395.56	0.86% 215.66	A3/A- NA	0.85 0.82
14913UAV2	CATERPILLAR FINANCIAL SERVICES CORP 4.5 01/07/2027	500,000.00	01/14/2025 4.59%	499,165.00 499,535.08	100.79 3.75%	503,962.00 9,000.00	1.23% 4,426.92	A2/A A+	1.10 1.05
89236TMY8	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027	500,000.00	01/14/2025 4.69%	499,145.00 499,523.42	100.91 3.75%	504,545.50 9,136.11	1.23% 5,022.08	A1/A+ A+	1.11 1.05
369550BL1	GENERAL DYNAMICS CORP 3.5 04/01/2027	350,000.00	09/26/2024 3.90%	346,696.00 348,247.00	99.70 3.73%	348,958.40 2,041.67	0.85% 711.40	A2/A NA	1.33 1.28

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
24422EXV6	JOHN DEERE CAPITAL CORP 4.2 07/15/2027	350,000.00	09/16/2024 3.78%	353,899.00 352,235.02	100.65 3.78%	352,286.20 5,553.33	0.86% 51.18	A1/A A+	1.62 1.53
756109BG8	REALTY INCOME CORP 3.95 08/15/2027	350,000.00	10/22/2024 4.42%	345,670.50 347,375.29	99.94 3.98%	349,786.85 4,070.69	0.85% 2,411.56	A3/A- NA	1.71 1.62
63743HFT4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027	350,000.00	09/16/2024 3.94%	351,757.00 351,029.74	100.37 3.90%	351,299.90 3,004.17	0.86% 270.16	A2/A- A	1.79 1.62
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	350,000.00	09/26/2024 3.85%	340,984.00 344,467.27	98.39 3.85%	344,355.55 1,319.31	0.84% (111.72)	A2/A+ A	1.87 1.79
911312BM7	UNITED PARCEL SERVICE INC 3.05 11/15/2027	350,000.00	09/26/2024 3.96%	340,690.00 344,189.39	98.67 3.76%	345,356.20 474.44	0.84% 1,166.81	A2/A NA	1.96 1.88
61747YER2	MORGAN STANLEY 4.21 04/20/2028	350,000.00	09/16/2024 4.22%	349,919.50 349,956.98	100.15 4.73%	350,535.50 1,678.15	0.85% 578.52	A1/A- A+	2.39 1.33
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	350,000.00	09/16/2024 4.17%	351,298.50 350,697.72	100.39 4.68%	351,368.50 1,471.02	0.86% 670.78	A1/A AA-	2.41 1.34
06051GKP3	BANK OF AMERICA CORP 4.376 04/27/2028	350,000.00	09/16/2024 4.23%	351,270.50 350,683.29	100.36 4.74%	351,258.95 1,446.51	0.86% 575.66	A1/A- AA-	2.41 1.35
06406RBX4	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028	500,000.00	01/14/2025 4.83%	500,710.00 500,462.24	101.56 4.27%	507,775.50 8,829.17	1.24% 7,313.26	Aa3/A AA-	2.64 1.54
95000U3A9	WELLS FARGO & CO 4.808 07/25/2028	500,000.00	01/14/2025 5.12%	496,335.00 497,608.40	101.08 4.82%	505,384.00 8,414.00	1.23% 7,775.60	A1/BBB+ A+	2.65 1.55
437076DH2	HOME DEPOT INC 3.75 09/15/2028	400,000.00	11/05/2025 3.88%	398,580.00 398,614.00	99.98 3.76%	399,908.00 3,166.67	0.98% 1,294.00	A2/A A	2.79 2.61
46647PAM8	JPMORGAN CHASE & CO 3.509 01/23/2029	300,000.00	08/12/2025 4.60%	294,810.00 295,263.46	98.97 4.33%	296,895.60 3,742.93	0.72% 1,632.14	A1/A AA-	3.15 2.02
61744YAP3	MORGAN STANLEY 3.772 01/24/2029	300,000.00	08/12/2025 4.69%	296,202.00 296,533.57	99.34 4.44%	298,015.20 3,992.03	0.73% 1,481.63	A1/A- A+	3.15 2.01
91159HJK7	US BANCORP 4.653 02/01/2029	300,000.00	06/05/2025 4.58%	300,501.00 300,409.06	101.24 4.43%	303,726.00 4,653.00	0.74% 3,316.94	A3/A A	3.17 2.02
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	300,000.00	08/12/2025 4.26%	300,051.00 300,045.78	100.63 4.37%	301,879.50 4,555.73	0.74% 1,833.72	A1/A- AA-	3.64 2.44
Total Corporate		**7,850,000.00**	**4.09%**	**7,845,713.25** **7,830,566.07**	**100.16** **4.12%**	**7,861,779.48** **85,196.06**	**19.17%** **31,213.40**		**2.01** **1.50**
MONEY MARKET FUND									

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
31846V203	FIRST AMER:GVT OBLG Y	155,318.86	-- 3.62%	155,318.86 155,318.86	1.00 3.62%	155,318.86 0.00	0.38% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**155,318.86**	**3.62%**	**155,318.86** **155,318.86**	**1.00** **3.62%**	**155,318.86** **0.00**	**0.38%** **0.00**		**0.00** **0.00**
US TREASURY									
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	500,000.00	09/26/2024 3.82%	501,015.63 500,032.02	100.00 3.97%	499,992.50 9,234.97	1.22% (39.52)	Aa1/AA+ AA+	0.04 0.04
91282CBQ3	UNITED STATES TREASURY 0.5 02/28/2026	650,000.00	08/04/2021 0.61%	646,699.22 649,823.67	99.18 3.88%	644,640.10 825.97	1.57% (5,183.57)	Aa1/AA+ AA+	0.25 0.24
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	500,000.00	10/03/2024 3.80%	488,867.19 497,539.71	99.49 3.79%	497,466.50 1,916.21	1.21% (73.21)	Aa1/AA+ AA+	0.33 0.33
91282CBW0	UNITED STATES TREASURY 0.75 04/30/2026	650,000.00	08/04/2021 0.63%	653,529.30 650,306.54	98.75 3.81%	641,869.80 417.47	1.57% (8,436.74)	Aa1/AA+ AA+	0.41 0.41
91282CHB0	UNITED STATES TREASURY 3.625 05/15/2026	500,000.00	10/22/2024 4.11%	496,386.72 498,952.21	99.93 3.77%	499,652.50 801.11	1.22% 700.29	Aa1/AA+ AA+	0.45 0.45
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	500,000.00	09/26/2024 3.67%	503,710.94 501,161.89	100.22 3.71%	501,101.50 9,523.57	1.22% (60.39)	Aa1/AA+ AA+	0.54 0.52
91282CLB5	UNITED STATES TREASURY 4.375 07/31/2026	500,000.00	10/22/2024 4.09%	502,382.81 500,892.63	100.41 3.74%	502,031.50 7,311.48	1.22% 1,138.87	Aa1/AA+ AA+	0.67 0.64
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	500,000.00	10/03/2024 3.72%	500,292.97 500,114.92	100.02 3.71%	500,115.00 4,765.19	1.22% 0.09	Aa1/AA+ AA+	0.75 0.72
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	450,000.00	03/14/2022 2.08%	426,550.78 445,714.65	97.72 3.69%	439,742.25 670.67	1.07% (5,972.40)	Aa1/AA+ AA+	0.83 0.81
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	500,000.00	11/05/2024 4.23%	498,984.38 499,531.47	100.40 3.67%	502,000.00 1,766.23	1.22% 2,468.53	Aa1/AA+ AA+	0.92 0.89
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	500,000.00	09/26/2024 3.61%	483,632.81 492,667.33	98.45 3.66%	492,269.50 441.99	1.20% (397.83)	Aa1/AA+ AA+	0.96 0.93
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	500,000.00	11/05/2024 4.22%	501,542.97 500,760.45	100.76 3.62%	503,809.00 10,100.75	1.23% 3,048.55	Aa1/AA+ AA+	1.04 0.99
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	835,000.00	01/03/2022 1.36%	830,564.06 834,037.25	97.50 3.62%	814,157.57 4,367.87	1.99% (19,879.69)	Aa1/AA+ AA+	1.08 1.05
91282CJT9	UNITED STATES TREASURY 4.0 01/15/2027	500,000.00	10/22/2024 4.01%	499,843.75 499,921.30	100.42 3.61%	502,109.50 7,554.35	1.22% 2,188.20	Aa1/AA+ AA+	1.13 1.07

City of Tamarac | Account #11314 | As of November 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CMH1	UNITED STATES TREASURY 4.125 01/31/2027	1,000,000.00	01/28/2025 4.19%	998,671.88 999,224.96	100.57 3.61%	1,005,742.00 13,787.36	2.45% 6,517.04	Aa1/AA+ AA+	1.17 1.12
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	500,000.00	10/03/2024 3.66%	484,160.16 491,915.08	98.43 3.59%	492,129.00 3,301.63	1.20% 213.92	Aa1/AA+ AA+	1.21 1.17
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	500,000.00	09/16/2024 3.45%	488,515.63 493,978.47	98.61 3.58%	493,047.00 2,129.12	1.20% (931.47)	Aa1/AA+ AA+	1.33 1.29
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	500,000.00	11/05/2024 4.21%	503,339.84 501,876.31	101.22 3.58%	506,113.50 2,905.22	1.23% 4,237.19	Aa1/AA+ AA+	1.37 1.31
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	500,000.00	09/26/2024 3.57%	485,058.59 491,751.10	98.34 3.55%	491,699.00 524.86	1.20% (52.10)	Aa1/AA+ AA+	1.45 1.41
91282CKV2	UNITED STATES TREASURY 4.625 06/15/2027	1,000,000.00	01/28/2025 4.20%	1,009,414.06 1,006,091.45	101.59 3.55%	1,015,898.00 21,355.87	2.48% 9,806.55	Aa1/AA+ AA+	1.54 1.45
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	500,000.00	09/16/2024 3.44%	497,421.88 498,538.39	99.56 3.54%	497,793.00 6,800.27	1.21% (745.39)	Aa1/AA+ AA+	1.58 1.51
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	500,000.00	11/05/2024 4.22%	481,250.00 488,584.50	98.73 3.54%	493,633.00 4,595.79	1.20% 5,048.50	Aa1/AA+ AA+	1.67 1.60
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	500,000.00	11/05/2024 4.21%	485,722.66 491,139.16	99.32 3.53%	496,582.00 3,970.99	1.21% 5,442.84	Aa1/AA+ AA+	1.75 1.67
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	1,000,000.00	-- 3.81%	988,398.44 992,756.65	99.74 3.53%	997,383.00 7,178.87	2.43% 4,626.35	Aa1/AA+ AA+	1.79 1.71
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	500,000.00	10/22/2024 3.98%	498,593.75 499,116.40	100.64 3.52%	503,183.50 2,501.72	1.23% 4,067.10	Aa1/AA+ AA+	1.87 1.78
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	500,000.00	11/05/2024 4.20%	498,925.78 499,299.55	101.14 3.51%	505,722.50 911.60	1.23% 6,422.95	Aa1/AA+ AA+	1.96 1.86
91282CMB4	UNITED STATES TREASURY 4.0 12/15/2027	1,000,000.00	01/14/2025 4.46%	987,656.25 991,368.66	100.98 3.50%	1,009,766.00 18,469.95	2.46% 18,397.34	Aa1/AA+ AA+	2.04 1.91
91282CMF5	UNITED STATES TREASURY 4.25 01/15/2028	1,000,000.00	01/28/2025 4.24%	1,000,312.50 1,000,224.04	101.51 3.50%	1,015,117.00 16,052.99	2.48% 14,892.96	Aa1/AA+ AA+	2.13 1.99
91282CMN8	UNITED STATES TREASURY 4.25 02/15/2028	600,000.00	04/08/2025 3.79%	607,359.38 605,692.57	101.58 3.50%	609,492.00 7,483.70	1.49% 3,799.43	Aa1/AA+ AA+	2.21 2.07
91282CBS9	UNITED STATES TREASURY 1.25 03/31/2028	1,000,000.00	01/14/2025 4.49%	904,335.94 930,478.13	95.04 3.49%	950,391.00 2,129.12	2.32% 19,912.87	Aa1/AA+ AA+	2.33 2.26
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	500,000.00	04/08/2025 3.81%	495,488.28 496,441.52	100.02 3.49%	500,078.00 1,498.62	1.22% 3,636.48	Aa1/AA+ AA+	2.42 2.29
91282CND9	UNITED STATES TREASURY 3.75 05/15/2028	1,100,000.00	05/13/2025 3.96%	1,093,597.66 1,094,765.97	100.61 3.49%	1,106,703.40 1,823.20	2.70% 11,937.43	Aa1/AA+ AA+	2.46 2.33

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	500,000.00	12/12/2024 4.17%	497,226.56 497,982.56	101.27 3.48%	506,347.50 8,369.57	1.23% 8,364.94	Aa1/AA+ AA+	2.58 2.40
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	750,000.00	07/09/2025 3.84%	750,673.83 750,588.37	100.95 3.49%	757,148.25 10,977.41	1.85% 6,559.88	Aa1/AA+ AA+	2.62 2.44
91282CNU1	UNITED STATES TREASURY 3.625 08/15/2028	1,000,000.00	10/07/2025 3.58%	1,001,250.00 1,001,185.22	100.34 3.49%	1,003,438.00 10,638.59	2.45% 2,252.78	Aa1/AA+ AA+	2.71 2.53
91282CNY3	UNITED STATES TREASURY 3.375 09/15/2028	750,000.00	09/11/2025 3.47%	748,037.11 748,175.01	99.69 3.49%	747,656.25 5,384.15	1.82% (518.76)	Aa1/AA+ AA+	2.79 2.62
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	1,000,000.00	01/14/2025 4.54%	1,002,812.50 1,002,147.80	103.04 3.49%	1,030,391.00 7,877.75	2.51% 28,243.20	Aa1/AA+ AA+	2.84 2.62
91282CPC9	UNITED STATES TREASURY 3.5 10/15/2028	1,000,000.00	11/05/2025 3.64%	996,015.63 996,108.38	100.00 3.50%	1,000,000.00 4,519.23	2.44% 3,891.62	Aa1/AA+ AA+	2.88 2.70
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	1,000,000.00	01/28/2025 4.30%	1,002,695.31 1,002,106.61	102.46 3.50%	1,024,609.00 120.19	2.50% 22,502.39	Aa1/AA+ AA+	3.00 2.79
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	500,000.00	12/12/2024 4.19%	491,796.88 493,754.76	100.72 3.50%	503,594.00 7,846.47	1.23% 9,839.24	Aa1/AA+ AA+	3.08 2.85
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	1,150,000.00	08/12/2025 3.75%	1,159,343.75 1,158,532.53	101.44 3.51%	1,166,531.25 15,375.00	2.84% 7,998.72	Aa1/AA+ AA+	3.17 2.92
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	1,000,000.00	06/05/2025 3.94%	1,006,562.50 1,005,724.53	101.87 3.52%	1,018,711.00 7,026.10	2.48% 12,986.47	Aa1/AA+ AA+	3.33 3.07
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	750,000.00	07/09/2025 3.89%	732,480.47 734,219.14	99.03 3.54%	742,704.75 10,200.41	1.81% 8,485.61	Aa1/AA+ AA+	3.58 3.30
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	1,200,000.00	08/12/2025 3.77%	1,209,843.75 1,209,095.95	101.55 3.54%	1,218,656.40 16,043.48	2.97% 9,560.45	Aa1/AA+ AA+	3.67 3.35
Total US Treasury		**30,885,000.00**	**3.74%**	**30,640,964.50 30,744,319.83**	**100.24 3.57%**	**30,951,217.52 281,497.05**	**75.49% 206,897.68**		**1.98 1.85**
Total Portfolio		**40,913,181.49**	**3.82%**	**40,669,736.39 40,758,619.19**	**99.81 3.68%**	**41,003,056.48 374,358.94**	**100.00% 244,437.29**		**2.00 1.76**
Total Market Value + Accrued						**41,377,415.42**			

TRANSACTION LEDGER

City of Tamarac | Account #11314 | As of November 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/03/2025	31846V203	380,859.38	FIRST AMER:GVT OBLG Y	1.000	3.68%	(380,859.38)	0.00	(380,859.38)	0.00
Purchase	11/04/2025	31846V203	1,159.67	FIRST AMER:GVT OBLG Y	1.000	3.69%	(1,159.67)	0.00	(1,159.67)	0.00
Purchase	11/06/2025	437076DH2	400,000.00	HOME DEPOT INC 3.75 09/15/2028	99.645	3.88%	(398,580.00)	(2,125.00)	(400,705.00)	0.00
Purchase	11/06/2025	91282CPC9	1,000,000.00	UNITED STATES TREASURY 3.5 10/15/2028	99.602	3.64%	(996,015.63)	(2,115.38)	(998,131.01)	0.00
Purchase	11/17/2025	31846V203	1,787.50	FIRST AMER:GVT OBLG Y	1.000	3.57%	(1,787.50)	0.00	(1,787.50)	0.00
Purchase	11/17/2025	31846V203	58,066.67	FIRST AMER:GVT OBLG Y	1.000	3.57%	(58,066.67)	0.00	(58,066.67)	0.00
Total Purchase			**1,841,873.22**				**(1,836,468.85)**	**(4,240.38)**	**(1,840,709.23)**	**0.00**
TOTAL ACQUISITIONS			**1,841,873.22**				**(1,836,468.85)**	**(4,240.38)**	**(1,840,709.23)**	**0.00**
DISPOSITIONS										
Maturity	11/03/2025	594918BJ2	(375,000.00)	MICROSOFT CORP 3.125 11/03/2025	100.000	1.56%	375,000.00	0.00	375,000.00	0.00
Total Maturity			**(375,000.00)**				**375,000.00**	**0.00**	**375,000.00**	**0.00**
Sale	11/06/2025	31846V203	(1,398,836.01)	FIRST AMER:GVT OBLG Y	1.000	3.58%	1,398,836.01	0.00	1,398,836.01	0.00
Sale	11/12/2025	31846V203	(1,713.11)	FIRST AMER:GVT OBLG Y	1.000	3.57%	1,713.11	0.00	1,713.11	0.00
Total Sale			**(1,400,549.12)**				**1,400,549.12**	**0.00**	**1,400,549.12**	**0.00**
TOTAL DISPOSITIONS			**(1,775,549.12)**				**1,775,549.12**	**0.00**	**1,775,549.12**	**0.00**
OTHER TRANSACTIONS										
Coupon	11/03/2025	594918BJ2	0.00	MICROSOFT CORP 3.125 11/03/2025		1.56%	5,859.38	0.00	5,859.38	0.00
Coupon	11/15/2025	91282CLX7	0.00	UNITED STATES TREASURY 4.125 11/15/2027		4.20%	10,312.50	0.00	10,312.50	0.00
Coupon	11/15/2025	91282CHB0	0.00	UNITED STATES TREASURY 3.625 05/15/2026		4.11%	9,062.50	0.00	9,062.50	0.00

TRANSACTION LEDGER

City of Tamarac | Account #11314 | As of November 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	11/15/2025	92970QAE5	0.00	WFCIT 2024-2 A 4.29 10/15/2029		4.02%	1,787.50	0.00	1,787.50	0.00
Coupon	11/15/2025	02582JKV1	0.00	AMXCA 2025-4 A 4.3 07/15/2030		3.98%	1,791.67	0.00	1,791.67	0.00
Coupon	11/15/2025	911312BM7	0.00	UNITED PARCEL SERVICE INC 3.05 11/15/2027		3.96%	5,337.50	0.00	5,337.50	0.00
Coupon	11/15/2025	91282CND9	0.00	UNITED STATES TREASURY 3.75 05/15/2028		3.96%	20,625.00	0.00	20,625.00	0.00
Coupon	11/15/2025	912828U24	0.00	UNITED STATES TREASURY 2.0 11/15/2026		3.61%	5,000.00	0.00	5,000.00	0.00
Coupon	11/15/2025	912828X88	0.00	UNITED STATES TREASURY 2.375 05/15/2027		3.57%	5,937.50	0.00	5,937.50	0.00
Coupon	11/30/2025	91282CJN2	0.00	UNITED STATES TREASURY 4.375 11/30/2028		4.30%	21,875.00	0.00	21,875.00	0.00
Total Coupon			**0.00**				**87,588.55**	**0.00**	**87,588.55**	**0.00**
Dividend	11/30/2025	31846V203	0.00	FIRST AMER:GVT OBLG Y		3.64%	987.63	0.00	987.63	0.00
Total Dividend			**0.00**				**987.63**	**0.00**	**987.63**	**0.00**
Management Fee	11/12/2025	CCYUSD	(1,713.11)	Cash		0.00%	(1,713.11)	0.00	(1,713.11)	0.00
Total Management Fee			**(1,713.11)**				**(1,713.11)**	**0.00**	**(1,713.11)**	**0.00**
TOTAL OTHER TRANSACTIONS			**(1,713.11)**				**86,863.07**	**0.00**	**86,863.07**	**0.00**

INCOME EARNED

City of Tamarac | Account #11314 | As of November 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V203	FIRST AMER:GVT OBLG Y	155,318.86	1,113,994.76 441,873.22 (1,400,549.12) 155,318.86	0.00 1,159.67 0.00 1,159.67	0.00 0.00 0.00 1,159.67	1,159.67
CCYUSD	Receivable	22,862.63	1,159.67 0.00 0.00 22,862.63	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			1,115,154.43 **441,873.22** **(1,400,549.12)**	**0.00** **1,159.67** **0.00**	**0.00** **0.00** **0.00**	
Total Cash & Equivalents		**178,181.49**	**178,181.49**	**1,159.67**	**1,159.67**	**1,159.67**
FIXED INCOME						
02582JKV1	AMXCA 2025-4 A 4.3 07/15/2030	08/12/2025 08/13/2025 500,000.00	504,083.45 0.00 0.00 503,959.58	955.56 1,791.67 955.56 1,791.67	0.00 (123.87) (123.87) 1,667.80	1,667.80
02665WFP1	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	09/16/2024 09/17/2024 350,000.00	351,032.75 0.00 0.00 350,941.09	1,112.22 0.00 2,395.56 1,283.33	0.00 (91.66) (91.66) 1,191.67	1,191.67
037833DN7	APPLE INC 2.05 09/11/2026	01/19/2022 01/21/2022 375,000.00	375,637.34 0.00 0.00 375,561.47	1,067.71 0.00 1,708.33 640.63	0.00 (75.87) (75.87) 564.75	564.75
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	08/12/2025 08/13/2025 300,000.00	300,047.20 0.00 0.00 300,045.78	3,487.98 0.00 4,555.73 1,067.75	0.00 (1.42) (1.42) 1,066.33	1,066.33
06051GKP3	BANK OF AMERICA CORP 4.376 04/27/2028	09/16/2024 09/17/2024 350,000.00	350,723.33 0.00 0.00 350,683.29	170.18 0.00 1,446.51 1,276.33	0.00 (40.04) (40.04) 1,236.30	1,236.30

INCOME EARNED

City of Tamarac | Account #11314 | As of November 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06406RBX4	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028	01/14/2025 01/15/2025 500,000.00	500,485.46 0.00 0.00 500,462.24	6,791.67 0.00 8,829.17 2,037.50	0.00 (23.23) (23.23) 2,014.27	2,014.27
14913UAV2	CATERPILLAR FINANCIAL SERVICES CORP 4.5 01/07/2027	01/14/2025 01/15/2025 500,000.00	499,500.39 0.00 0.00 499,535.08	7,125.00 0.00 9,000.00 1,875.00	34.70 0.00 34.70 1,909.70	1,909.70
24422EXV6	JOHN DEERE CAPITAL CORP 4.2 07/15/2027	09/16/2024 09/17/2024 350,000.00	352,348.48 0.00 0.00 352,235.02	4,328.33 0.00 5,553.33 1,225.00	0.00 (113.45) (113.45) 1,111.55	1,111.55
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	10/22/2024 10/23/2024 500,000.00	499,715.80 0.00 0.00 499,740.73	1,222.22 0.00 2,888.89 1,666.67	24.93 0.00 24.93 1,691.60	1,691.60
3133ERVU2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	10/03/2024 10/04/2024 500,000.00	499,021.92 0.00 0.00 499,109.51	1,409.72 0.00 2,868.06 1,458.33	87.59 0.00 87.59 1,545.92	1,545.92
369550BL1	GENERAL DYNAMICS CORP 3.5 04/01/2027	09/26/2024 09/27/2024 350,000.00	348,138.79 0.00 0.00 348,247.00	1,020.83 0.00 2,041.67 1,020.83	108.21 0.00 108.21 1,129.04	1,129.04
437076DH2	HOME DEPOT INC 3.75 09/15/2028	11/05/2025 11/06/2025 400,000.00	0.00 398,580.00 0.00 398,614.00	0.00 (2,125.00) 3,166.67 1,041.67	34.00 0.00 34.00 1,075.67	1,075.67
46647PAM8	JPMORGAN CHASE & CO 3.509 01/23/2029	08/12/2025 08/13/2025 300,000.00	295,139.79 0.00 0.00 295,263.46	2,865.68 0.00 3,742.93 877.25	123.67 0.00 123.67 1,000.92	1,000.92
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	09/16/2024 09/17/2024 350,000.00	350,738.68 0.00 0.00 350,697.72	210.15 0.00 1,471.02 1,260.88	0.00 (40.96) (40.96) 1,219.91	1,219.91

INCOME EARNED

City of Tamarac | Account #11314 | As of November 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
594918BJ2	MICROSOFT CORP 3.125 11/03/2025	01/24/2022 01/26/2022 0.00	375,000.00 0.00 (375,000.00) 0.00	5,794.27 5,859.38 0.00 65.11	0.00 0.00 0.00 65.11	65.11
61744YAP3	MORGAN STANLEY 3.772 01/24/2029	08/12/2025 08/13/2025 300,000.00	296,443.14 0.00 0.00 296,533.57	3,049.03 0.00 3,992.03 943.00	90.43 0.00 90.43 1,033.43	1,033.43
61747YER2	MORGAN STANLEY 4.21 04/20/2028	09/16/2024 09/17/2024 350,000.00	349,954.43 0.00 0.00 349,956.98	450.24 0.00 1,678.15 1,227.92	2.56 0.00 2.56 1,230.47	1,230.47
63743HFT4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027	09/16/2024 09/17/2024 350,000.00	351,079.32 0.00 0.00 351,029.74	1,802.50 0.00 3,004.17 1,201.67	0.00 (49.59) (49.59) 1,152.08	1,152.08
756109BG8	REALTY INCOME CORP 3.95 08/15/2027	10/22/2024 10/23/2024 350,000.00	347,248.70 0.00 0.00 347,375.29	2,918.61 0.00 4,070.69 1,152.08	126.59 0.00 126.59 1,278.68	1,278.68
89236TMY8	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027	01/14/2025 01/15/2025 500,000.00	499,487.95 0.00 0.00 499,523.42	7,219.44 0.00 9,136.11 1,916.67	35.48 0.00 35.48 1,952.14	1,952.14
911312BM7	UNITED PARCEL SERVICE INC 3.05 11/15/2027	09/26/2024 09/27/2024 350,000.00	343,945.24 0.00 0.00 344,189.39	4,922.36 5,337.50 474.44 889.58	244.14 0.00 244.14 1,133.73	1,133.73
91159HJK7	US BANCORP 4.653 02/01/2029	06/05/2025 06/06/2025 300,000.00	300,424.56 0.00 0.00 300,409.06	3,489.75 0.00 4,653.00 1,163.25	0.00 (15.49) (15.49) 1,147.76	1,147.76
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	10/03/2024 10/04/2024 500,000.00	496,924.64 0.00 0.00 497,539.71	989.01 0.00 1,916.21 927.20	615.07 0.00 615.07 1,542.27	1,542.27

INCOME EARNED

City of Tamarac | Account #11314 | As of November 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	09/26/2024 09/27/2024 500,000.00	492,037.02 0.00 0.00 492,667.33	4,619.57 5,000.00 441.99 822.42	630.32 0.00 630.32 1,452.74	1,452.74
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	10/03/2024 10/04/2024 500,000.00	491,365.09 0.00 0.00 491,915.08	2,384.51 0.00 3,301.63 917.12	549.99 0.00 549.99 1,467.11	1,467.11
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	09/26/2024 09/27/2024 500,000.00	491,284.18 0.00 0.00 491,751.10	5,485.73 5,937.50 524.86 976.63	466.92 0.00 466.92 1,443.55	1,443.55
91282CBQ3	UNITED STATES TREASURY 0.5 02/28/2026	08/04/2021 08/06/2021 650,000.00	649,764.23 0.00 0.00 649,823.67	556.63 0.00 825.97 269.34	59.44 0.00 59.44 328.77	328.77
91282CBS9	UNITED STATES TREASURY 1.25 03/31/2028	01/14/2025 01/15/2025 1,000,000.00	928,027.30 0.00 0.00 930,478.13	1,098.90 0.00 2,129.12 1,030.22	2,450.83 0.00 2,450.83 3,481.05	3,481.05
91282CBW0	UNITED STATES TREASURY 0.75 04/30/2026	08/04/2021 08/06/2021 650,000.00	650,367.85 0.00 0.00 650,306.54	13.47 0.00 417.47 404.01	0.00 (61.31) (61.31) 342.70	342.70
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	03/14/2022 03/16/2022 450,000.00	445,290.36 0.00 0.00 445,714.65	346.15 0.00 670.67 324.52	424.29 0.00 424.29 748.81	748.81
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	01/03/2022 01/05/2022 835,000.00	833,964.13 0.00 0.00 834,037.25	3,516.98 0.00 4,367.87 850.88	73.12 0.00 73.12 924.00	924.00
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	09/16/2024 09/17/2024 500,000.00	493,606.00 0.00 0.00 493,978.47	1,098.90 0.00 2,129.12 1,030.22	372.47 0.00 372.47 1,402.69	1,402.69

INCOME EARNED

City of Tamarac | Account #11314 | As of November 30, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	07/09/2025 07/10/2025 750,000.00	733,856.92 0.00 0.00 734,219.14	8,213.32 0.00 10,200.41 1,987.09	362.22 0.00 362.22 2,349.32	2,349.32
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	09/16/2024 09/17/2024 500,000.00	498,462.26 0.00 0.00 498,538.39	5,475.54 0.00 6,800.27 1,324.73	76.13 0.00 76.13 1,400.85	1,400.85
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	11/05/2024 11/06/2024 500,000.00	488,020.31 0.00 0.00 488,584.50	3,474.86 0.00 4,595.79 1,120.92	564.19 0.00 564.19 1,685.12	1,685.12
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	11/05/2024 11/06/2024 500,000.00	490,722.51 0.00 0.00 491,139.16	2,676.11 0.00 3,970.99 1,294.89	416.65 0.00 416.65 1,711.54	1,711.54
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	09/26/2024 09/27/2024 500,000.00	500,100.65 0.00 0.00 500,032.02	7,595.63 0.00 9,234.97 1,639.34	0.00 (68.62) (68.62) 1,570.72	1,570.72
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	04/08/2025 04/09/2025 500,000.00	496,320.34 0.00 0.00 496,441.52	48.34 0.00 1,498.62 1,450.28	121.17 0.00 121.17 1,571.45	1,571.45
91282CHB0	UNITED STATES TREASURY 3.625 05/15/2026	10/22/2024 10/23/2024 500,000.00	498,761.71 0.00 0.00 498,952.21	8,372.96 9,062.50 801.11 1,490.64	190.51 0.00 190.51 1,681.15	1,681.15
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	09/26/2024 09/27/2024 500,000.00	501,339.73 0.00 0.00 501,161.89	7,832.99 0.00 9,523.57 1,690.57	0.00 (177.84) (177.84) 1,512.73	1,512.73
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	12/12/2024 12/13/2024 500,000.00	497,918.31 0.00 0.00 497,982.56	6,739.13 0.00 8,369.57 1,630.43	64.25 0.00 64.25 1,694.68	1,694.68

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	01/14/2025 01/15/2025 1,000,000.00	1,002,210.12 0.00 0.00 1,002,147.80	4,065.93 0.00 7,877.75 3,811.81	0.00 (62.32) (62.32) 3,749.50	3,749.50
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	01/28/2025 01/29/2025 1,000,000.00	1,002,164.33 0.00 0.00 1,002,106.61	18,408.47 0.00 120.19 (18,288.28)	0.00 (57.72) (57.72) (18,345.99)	(18,345.99)
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	11/05/2024 11/06/2024 500,000.00	500,820.64 0.00 0.00 500,760.45	8,307.72 0.00 10,100.75 1,793.03	0.00 (60.19) (60.19) 1,732.84	1,732.84
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	12/12/2024 12/13/2024 500,000.00	493,588.37 0.00 0.00 493,754.76	6,317.93 0.00 7,846.47 1,528.53	166.39 0.00 166.39 1,694.92	1,694.92
91282CJT9	UNITED STATES TREASURY 4.0 01/15/2027	10/22/2024 10/23/2024 500,000.00	499,915.54 0.00 0.00 499,921.30	5,923.91 0.00 7,554.35 1,630.43	5.76 0.00 5.76 1,636.19	1,636.19
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	08/12/2025 08/13/2025 1,150,000.00	1,158,753.77 0.00 0.00 1,158,532.53	11,625.00 0.00 15,375.00 3,750.00	0.00 (221.24) (221.24) 3,528.76	3,528.76
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	06/05/2025 06/06/2025 1,000,000.00	1,005,865.76 0.00 0.00 1,005,724.53	3,626.37 0.00 7,026.10 3,399.73	0.00 (141.23) (141.23) 3,258.50	3,258.50
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	11/05/2024 11/06/2024 500,000.00	501,988.89 0.00 0.00 501,876.31	1,050.82 0.00 2,905.22 1,854.40	0.00 (112.58) (112.58) 1,741.82	1,741.82
91282CKV2	UNITED STATES TREASURY 4.625 06/15/2027	01/28/2025 01/29/2025 1,000,000.00	1,006,417.20 0.00 0.00 1,006,091.45	17,564.89 0.00 21,355.87 3,790.98	0.00 (325.75) (325.75) 3,465.24	3,465.24

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CLB5	UNITED STATES TREASURY 4.375 07/31/2026	10/22/2024 10/23/2024 500,000.00	501,003.29 0.00 0.00 500,892.63	5,528.19 0.00 7,311.48 1,783.29	0.00 (110.66) (110.66) 1,672.63	1,672.63
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	08/12/2025 08/13/2025 1,200,000.00	1,209,299.90 0.00 0.00 1,209,095.95	12,130.43 0.00 16,043.48 3,913.04	0.00 (203.95) (203.95) 3,709.10	3,709.10
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	10/03/2024 10/04/2024 500,000.00	500,127.54 0.00 0.00 500,114.92	3,211.33 0.00 4,765.19 1,553.87	0.00 (12.63) (12.63) 1,541.24	1,541.24
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	1,000,000.00	992,423.88 0.00 0.00 992,756.65	4,381.91 0.00 7,178.87 2,796.96	332.77 0.00 332.77 3,129.73	3,129.73
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	10/22/2024 10/23/2024 500,000.00	499,077.59 0.00 0.00 499,116.40	904.88 0.00 2,501.72 1,596.84	38.81 0.00 38.81 1,635.65	1,635.65
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	11/05/2024 11/06/2024 500,000.00	499,489.38 0.00 0.00 499,531.47	56.98 0.00 1,766.23 1,709.25	42.08 0.00 42.08 1,751.34	1,751.34
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	11/05/2024 11/15/2024 500,000.00	499,270.12 0.00 0.00 499,299.55	9,527.85 10,312.50 911.60 1,696.25	29.43 0.00 29.43 1,725.68	1,725.68
91282CMB4	UNITED STATES TREASURY 4.0 12/15/2027	01/14/2025 01/15/2025 1,000,000.00	991,020.62 0.00 0.00 991,368.66	15,191.26 0.00 18,469.95 3,278.69	348.04 0.00 348.04 3,626.73	3,626.73
91282CMF5	UNITED STATES TREASURY 4.25 01/15/2028	01/28/2025 01/29/2025 1,000,000.00	1,000,232.71 0.00 0.00 1,000,224.04	12,588.32 0.00 16,052.99 3,464.67	0.00 (8.67) (8.67) 3,456.00	3,456.00

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91282CMH1	UNITED STATES TREASURY 4.125 01/31/2027	01/28/2025 01/31/2025 1,000,000.00	999,170.38 0.00 0.00 999,224.96	10,424.59 0.00 13,787.36 3,362.77	54.58 0.00 54.58 3,417.35	3,417.35
91282CMN8	UNITED STATES TREASURY 4.25 02/15/2028	04/08/2025 04/09/2025 600,000.00	605,904.45 0.00 0.00 605,692.57	5,404.89 0.00 7,483.70 2,078.80	0.00 (211.88) (211.88) 1,866.92	1,866.92
91282CND9	UNITED STATES TREASURY 3.75 05/15/2028	05/13/2025 05/15/2025 1,100,000.00	1,094,590.72 0.00 0.00 1,094,765.97	19,055.71 20,625.00 1,823.20 3,392.50	175.25 0.00 175.25 3,567.74	3,567.74
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	07/09/2025 07/15/2025 750,000.00	750,606.82 0.00 0.00 750,588.37	8,608.19 0.00 10,977.41 2,369.23	0.00 (18.44) (18.44) 2,350.78	2,350.78
91282CNU1	UNITED STATES TREASURY 3.625 08/15/2028	10/07/2025 10/08/2025 1,000,000.00	1,001,221.21 0.00 0.00 1,001,185.22	7,683.42 0.00 10,638.59 2,955.16	0.00 (35.99) (35.99) 2,919.17	2,919.17
91282CNY3	UNITED STATES TREASURY 3.375 09/15/2028	09/11/2025 09/15/2025 750,000.00	748,121.29 0.00 0.00 748,175.01	3,286.43 0.00 5,384.15 2,097.72	53.73 0.00 53.73 2,151.45	2,151.45
91282CPC9	UNITED STATES TREASURY 3.5 10/15/2028	11/05/2025 11/06/2025 1,000,000.00	0.00 996,015.63 0.00 996,108.38	0.00 (2,115.38) 4,519.23 2,403.85	92.75 0.00 92.75 2,496.60	2,496.60
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	09/26/2024 09/27/2024 350,000.00	344,224.25 0.00 0.00 344,467.27	458.89 0.00 1,319.31 860.42	243.02 0.00 243.02 1,103.44	1,103.44
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	08/12/2025 08/13/2025 500,000.00	502,862.42 0.00 0.00 502,741.98	953.33 1,787.50 953.33 1,787.50	0.00 (120.44) (120.44) 1,667.06	1,667.06

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
931142EM1	WALMART INC 3.05 07/08/2026	01/24/2022 01/26/2022 375,000.00	377,602.00 0.00 0.00 377,186.79	3,590.10 0.00 4,543.23 953.13	0.00 (415.21) (415.21) 537.91	537.91
95000U3A9	WELLS FARGO & CO 4.808 07/25/2028	01/14/2025 01/15/2025 500,000.00	497,489.02 0.00 0.00 497,608.40	6,410.67 0.00 8,414.00 2,003.33	119.38 0.00 119.38 2,122.71	2,122.71
Total Fixed Income		**40,735,000.00**	**39,553,792.47** **1,394,595.63** **(375,000.00)** **40,580,437.70**	**338,240.62** **61,473.17** **374,358.94** **97,591.49**	**10,051.86** **(3,002.25)** **7,049.61** **104,641.10**	**104,641.10**
TOTAL PORTFOLIO		**40,913,181.49**	**40,668,946.90** **1,836,468.85** **(1,775,549.12)** **40,758,619.19**	**338,240.62** **62,632.84** **374,358.94** **98,751.16**	**10,051.86** **(3,002.25)** **7,049.61** **105,800.77**	**105,800.77**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
DECEMBER 2025							
12/01/2025	Coupon	91282CJN2	0.00	UNITED STATES TREASURY 4.375 11/30/2028		21,875.00	21,875.00
12/01/2025	Dividend	31846V203	0.00	FIRST AMER:GVT OBLG Y	987.63		987.63
12/15/2025	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
12/15/2025	Coupon	91282CGA3	500,000.00	UNITED STATES TREASURY 4.0 12/15/2025		10,000.00	10,000.00
12/15/2025	Final Maturity	91282CGA3	500,000.00	UNITED STATES TREASURY 4.0 12/15/2025	500,000.00		500,000.00
12/15/2025	Coupon	91282CHH7	500,000.00	UNITED STATES TREASURY 4.125 06/15/2026		10,312.50	10,312.50
12/15/2025	Coupon	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026		10,937.50	10,937.50
12/15/2025	Coupon	91282CKV2	1,000,000.00	UNITED STATES TREASURY 4.625 06/15/2027		23,125.00	23,125.00
12/15/2025	Coupon	91282CMB4	1,000,000.00	UNITED STATES TREASURY 4.0 12/15/2027		20,000.00	20,000.00
12/15/2025	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
12/31/2025	Coupon	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026		5,218.75	5,218.75
12/31/2025	Coupon	91282CEV9	750,000.00	UNITED STATES TREASURY 3.25 06/30/2029		12,187.50	12,187.50
12/31/2025	Coupon	91282CEW7	500,000.00	UNITED STATES TREASURY 3.25 06/30/2027		8,125.00	8,125.00
12/31/2025	Coupon	91282CHK0	500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		10,000.00	10,000.00
12/31/2025	Coupon	91282CJR3	500,000.00	UNITED STATES TREASURY 3.75 12/31/2028		9,375.00	9,375.00
December 2025 Total					**500,987.63**	**144,735.42**	**645,723.05**
JANUARY 2026							
01/07/2026	Coupon	14913UAV2	500,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.5 01/07/2027		11,250.00	11,250.00
01/08/2026	Coupon	89236TMY8	500,000.00	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027		11,500.00	11,500.00
01/08/2026	Coupon	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026		5,718.75	5,718.75
01/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
01/15/2026	Coupon	24422EXV6	350,000.00	JOHN DEERE CAPITAL CORP 4.2 07/15/2027		7,350.00	7,350.00
01/15/2026	Coupon	91282CJT9	500,000.00	UNITED STATES TREASURY 4.0 01/15/2027		10,000.00	10,000.00
01/15/2026	Coupon	91282CMF5	1,000,000.00	UNITED STATES TREASURY 4.25 01/15/2028		21,250.00	21,250.00
01/15/2026	Coupon	91282CNM9	750,000.00	UNITED STATES TREASURY 3.875 07/15/2028		14,531.25	14,531.25
01/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
01/21/2026	Coupon	06406RBX4	500,000.00	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028		12,225.00	12,225.00
01/23/2026	Coupon	06051GHM4	300,000.00	BANK OF AMERICA CORP 4.271 07/23/2029		6,406.50	6,406.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/23/2026	Coupon	46647PAM8	300,000.00	JPMORGAN CHASE & CO 3.509 01/23/2029		5,263.50	5,263.50
01/26/2026	Coupon	61744YAP3	300,000.00	MORGAN STANLEY 3.772 01/24/2029		5,658.00	5,658.00
01/26/2026	Coupon	95000U3A9	500,000.00	WELLS FARGO & CO 4.808 07/25/2028		12,020.00	12,020.00
January 2026 Total						**126,752.17**	**126,752.17**
FEBRUARY 2026							
02/02/2026	Coupon	91159HJK7	300,000.00	US BANCORP 4.653 02/01/2029		6,979.50	6,979.50
02/02/2026	Coupon	91282CFB2	500,000.00	UNITED STATES TREASURY 2.75 07/31/2027		6,875.00	6,875.00
02/02/2026	Coupon	91282CJW2	1,150,000.00	UNITED STATES TREASURY 4.0 01/31/2029		23,000.00	23,000.00
02/02/2026	Coupon	91282CLB5	500,000.00	UNITED STATES TREASURY 4.375 07/31/2026		10,937.50	10,937.50
02/02/2026	Coupon	91282CLC3	1,200,000.00	UNITED STATES TREASURY 4.0 07/31/2029		24,000.00	24,000.00
02/02/2026	Coupon	91282CMH1	1,000,000.00	UNITED STATES TREASURY 4.125 01/31/2027		20,625.00	20,625.00
02/17/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
02/17/2026	Coupon	756109BG8	350,000.00	REALTY INCOME CORP 3.95 08/15/2027		6,912.50	6,912.50
02/17/2026	Coupon	912828V98	500,000.00	UNITED STATES TREASURY 2.25 02/15/2027		5,625.00	5,625.00
02/17/2026	Coupon	91282CMN8	600,000.00	UNITED STATES TREASURY 4.25 02/15/2028		12,750.00	12,750.00
02/17/2026	Coupon	91282CNU1	1,000,000.00	UNITED STATES TREASURY 3.625 08/15/2028		18,125.00	18,125.00
02/17/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
February 2026 Total						**139,408.67**	**139,408.67**
MARCH 2026							
03/02/2026	Coupon	91282CBQ3	650,000.00	UNITED STATES TREASURY 0.5 02/28/2026		1,625.00	1,625.00
03/02/2026	Final Maturity	91282CBQ3	650,000.00	UNITED STATES TREASURY 0.5 02/28/2026	650,000.00		650,000.00
03/02/2026	Coupon	91282CFH9	500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		7,812.50	7,812.50
03/02/2026	Coupon	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026		9,375.00	9,375.00
03/11/2026	Coupon	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026		3,843.75	3,843.75
03/16/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
03/16/2026	Coupon	437076DH2	400,000.00	HOME DEPOT INC 3.75 09/15/2028		7,500.00	7,500.00
03/16/2026	Coupon	63743HFT4	350,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027		7,210.00	7,210.00
03/16/2026	Coupon	91282CLL3	1,000,000.00	UNITED STATES TREASURY 3.375 09/15/2027		16,875.00	16,875.00
03/16/2026	Coupon	91282CNY3	750,000.00	UNITED STATES TREASURY 3.375 09/15/2028		12,656.25	12,656.25
03/16/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/31/2026	Coupon	9128286L9	500,000.00	UNITED STATES TREASURY 2.25 03/31/2026		5,625.00	5,625.00
03/31/2026	Final Maturity	9128286L9	500,000.00	UNITED STATES TREASURY 2.25 03/31/2026	500,000.00		500,000.00
03/31/2026	Coupon	91282CBS9	1,000,000.00	UNITED STATES TREASURY 1.25 03/31/2028		6,250.00	6,250.00
03/31/2026	Coupon	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026		1,968.75	1,968.75
03/31/2026	Coupon	91282CEF4	500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		6,250.00	6,250.00
03/31/2026	Coupon	91282CJA0	1,000,000.00	UNITED STATES TREASURY 4.625 09/30/2028		23,125.00	23,125.00
03/31/2026	Coupon	91282CKG5	1,000,000.00	UNITED STATES TREASURY 4.125 03/31/2029		20,625.00	20,625.00
March 2026 Total					**1,150,000.00**	**134,320.42**	**1,284,320.42**
APRIL 2026							
04/01/2026	Coupon	369550BL1	350,000.00	GENERAL DYNAMICS CORP 3.5 04/01/2027		6,125.00	6,125.00
04/02/2026	Coupon	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026		8,750.00	8,750.00
04/06/2026	Coupon	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026		7,700.00	7,700.00
04/09/2026	Coupon	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026		10,000.00	10,000.00
04/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
04/15/2026	Coupon	91282CKJ9	500,000.00	UNITED STATES TREASURY 4.5 04/15/2027		11,250.00	11,250.00
04/15/2026	Coupon	91282CLQ2	500,000.00	UNITED STATES TREASURY 3.875 10/15/2027		9,687.50	9,687.50
04/15/2026	Coupon	91282CPC9	1,000,000.00	UNITED STATES TREASURY 3.5 10/15/2028		17,500.00	17,500.00
04/15/2026	Coupon	91324PDE9	350,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		5,162.50	5,162.50
04/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
04/20/2026	Coupon	61747YER2	350,000.00	MORGAN STANLEY 4.21 04/20/2028		7,367.50	7,367.50
04/27/2026	Coupon	06051GKP3	350,000.00	BANK OF AMERICA CORP 4.376 04/27/2028		7,658.00	7,658.00
04/27/2026	Coupon	46647PDA1	350,000.00	JPMORGAN CHASE & CO 4.323 04/26/2028		7,565.25	7,565.25
04/30/2026	Coupon	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026		2,437.50	2,437.50
04/30/2026	Final Maturity	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026	650,000.00		650,000.00
04/30/2026	Coupon	91282CHA2	500,000.00	UNITED STATES TREASURY 3.5 04/30/2028		8,750.00	8,750.00
04/30/2026	Coupon	91282CLS8	500,000.00	UNITED STATES TREASURY 4.125 10/31/2026		10,312.50	10,312.50
April 2026 Total					**650,000.00**	**123,844.92**	**773,844.92**
MAY 2026							
05/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
05/15/2026	Coupon	911312BM7	350,000.00	UNITED PARCEL SERVICE INC 3.05 11/15/2027		5,337.50	5,337.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2026	Coupon	912828U24	500,000.00	UNITED STATES TREASURY 2.0 11/15/2026		5,000.00	5,000.00
05/15/2026	Coupon	912828X88	500,000.00	UNITED STATES TREASURY 2.375 05/15/2027		5,937.50	5,937.50
05/15/2026	Coupon	91282CHB0	500,000.00	UNITED STATES TREASURY 3.625 05/15/2026		9,062.50	9,062.50
05/15/2026	Final Maturity	91282CHB0	500,000.00	UNITED STATES TREASURY 3.625 05/15/2026	500,000.00		500,000.00
05/15/2026	Coupon	91282CLX7	500,000.00	UNITED STATES TREASURY 4.125 11/15/2027		10,312.50	10,312.50
05/15/2026	Coupon	91282CND9	1,100,000.00	UNITED STATES TREASURY 3.75 05/15/2028		20,625.00	20,625.00
05/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
May 2026 Total					**500,000.00**	**59,854.17**	**559,854.17**
JUNE 2026							
06/01/2026	Coupon	91282CJN2	1,000,000.00	UNITED STATES TREASURY 4.375 11/30/2028		21,875.00	21,875.00
06/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
06/15/2026	Coupon	91282CHH7	500,000.00	UNITED STATES TREASURY 4.125 06/15/2026		10,312.50	10,312.50
06/15/2026	Final Maturity	91282CHH7	500,000.00	UNITED STATES TREASURY 4.125 06/15/2026	500,000.00		500,000.00
06/15/2026	Coupon	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026		10,937.50	10,937.50
06/15/2026	Coupon	91282CKV2	1,000,000.00	UNITED STATES TREASURY 4.625 06/15/2027		23,125.00	23,125.00
06/15/2026	Coupon	91282CMB4	1,000,000.00	UNITED STATES TREASURY 4.0 12/15/2027		20,000.00	20,000.00
06/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
06/30/2026	Coupon	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026		5,218.75	5,218.75
06/30/2026	Coupon	91282CEV9	750,000.00	UNITED STATES TREASURY 3.25 06/30/2029		12,187.50	12,187.50
06/30/2026	Coupon	91282CEW7	500,000.00	UNITED STATES TREASURY 3.25 06/30/2027		8,125.00	8,125.00
06/30/2026	Coupon	91282CHK0	500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		10,000.00	10,000.00
06/30/2026	Coupon	91282CJR3	500,000.00	UNITED STATES TREASURY 3.75 12/31/2028		9,375.00	9,375.00
June 2026 Total					**500,000.00**	**134,735.42**	**634,735.42**
JULY 2026							
07/07/2026	Coupon	14913UAV2	500,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.5 01/07/2027		11,250.00	11,250.00
07/08/2026	Coupon	89236TMY8	500,000.00	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027		11,500.00	11,500.00
07/08/2026	Coupon	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026		5,718.75	5,718.75
07/08/2026	Final Maturity	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026	375,000.00		375,000.00
07/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
07/15/2026	Coupon	24422EXV6	350,000.00	JOHN DEERE CAPITAL CORP 4.2 07/15/2027		7,350.00	7,350.00
07/15/2026	Coupon	91282CJT9	500,000.00	UNITED STATES TREASURY 4.0 01/15/2027		10,000.00	10,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2026	Coupon	91282CMF5	1,000,000.00	UNITED STATES TREASURY 4.25 01/15/2028		21,250.00	21,250.00
07/15/2026	Coupon	91282CNM9	750,000.00	UNITED STATES TREASURY 3.875 07/15/2028		14,531.25	14,531.25
07/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
07/21/2026	Coupon	06406RBX4	500,000.00	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028		12,225.00	12,225.00
07/23/2026	Coupon	06051GHM4	300,000.00	BANK OF AMERICA CORP 4.271 07/23/2029		6,406.50	6,406.50
07/23/2026	Coupon	46647PAM8	300,000.00	JPMORGAN CHASE & CO 3.509 01/23/2029		5,263.50	5,263.50
07/24/2026	Coupon	61744YAP3	300,000.00	MORGAN STANLEY 3.772 01/24/2029		5,658.00	5,658.00
07/27/2026	Coupon	95000U3A9	500,000.00	WELLS FARGO & CO 4.808 07/25/2028		12,020.00	12,020.00
07/31/2026	Coupon	91282CFB2	500,000.00	UNITED STATES TREASURY 2.75 07/31/2027		6,875.00	6,875.00
07/31/2026	Coupon	91282CJW2	1,150,000.00	UNITED STATES TREASURY 4.0 01/31/2029		23,000.00	23,000.00
07/31/2026	Coupon	91282CLB5	500,000.00	UNITED STATES TREASURY 4.375 07/31/2026		10,937.50	10,937.50
07/31/2026	Final Maturity	91282CLB5	500,000.00	UNITED STATES TREASURY 4.375 07/31/2026	500,000.00		500,000.00
07/31/2026	Coupon	91282CLC3	1,200,000.00	UNITED STATES TREASURY 4.0 07/31/2029		24,000.00	24,000.00
07/31/2026	Coupon	91282CMH1	1,000,000.00	UNITED STATES TREASURY 4.125 01/31/2027		20,625.00	20,625.00
July 2026 Total					**875,000.00**	**212,189.67**	**1,087,189.67**
AUGUST 2026							
08/03/2026	Coupon	91159HJK7	300,000.00	US BANCORP 4.653 02/01/2029		6,979.50	6,979.50
08/17/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
08/17/2026	Coupon	756109BG8	350,000.00	REALTY INCOME CORP 3.95 08/15/2027		6,912.50	6,912.50
08/17/2026	Coupon	912828V98	500,000.00	UNITED STATES TREASURY 2.25 02/15/2027		5,625.00	5,625.00
08/17/2026	Coupon	91282CMN8	600,000.00	UNITED STATES TREASURY 4.25 02/15/2028		12,750.00	12,750.00
08/17/2026	Coupon	91282CNU1	1,000,000.00	UNITED STATES TREASURY 3.625 08/15/2028		18,125.00	18,125.00
08/17/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
08/31/2026	Coupon	91282CFH9	500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		7,812.50	7,812.50
08/31/2026	Coupon	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026		9,375.00	9,375.00
08/31/2026	Final Maturity	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026	500,000.00		500,000.00
August 2026 Total					**500,000.00**	**71,158.67**	**571,158.67**
SEPTEMBER 2026							
09/11/2026	Coupon	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026		3,843.75	3,843.75
09/11/2026	Final Maturity	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026	375,000.00		375,000.00
09/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2026	Coupon	437076DH2	400,000.00	HOME DEPOT INC 3.75 09/15/2028		7,500.00	7,500.00
09/15/2026	Coupon	91282CLL3	1,000,000.00	UNITED STATES TREASURY 3.375 09/15/2027		16,875.00	16,875.00
09/15/2026	Coupon	91282CNY3	750,000.00	UNITED STATES TREASURY 3.375 09/15/2028		12,656.25	12,656.25
09/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
09/16/2026	Coupon	63743HFT4	350,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027		7,210.00	7,210.00
09/30/2026	Coupon	91282CBS9	1,000,000.00	UNITED STATES TREASURY 1.25 03/31/2028		6,250.00	6,250.00
09/30/2026	Coupon	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026		1,968.75	1,968.75
09/30/2026	Final Maturity	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026	450,000.00		450,000.00
09/30/2026	Coupon	91282CEF4	500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		6,250.00	6,250.00
09/30/2026	Coupon	91282CJA0	1,000,000.00	UNITED STATES TREASURY 4.625 09/30/2028		23,125.00	23,125.00
09/30/2026	Coupon	91282CKG5	1,000,000.00	UNITED STATES TREASURY 4.125 03/31/2029		20,625.00	20,625.00
September 2026 Total					**825,000.00**	**109,882.92**	**934,882.92**
OCTOBER 2026							
10/01/2026	Coupon	369550BL1	350,000.00	GENERAL DYNAMICS CORP 3.5 04/01/2027		6,125.00	6,125.00
10/02/2026	Coupon	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026		8,750.00	8,750.00
10/02/2026	Final Maturity	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	500,000.00		500,000.00
10/05/2026	Coupon	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026		7,700.00	7,700.00
10/05/2026	Final Maturity	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	350,000.00		350,000.00
10/09/2026	Coupon	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026		10,000.00	10,000.00
10/09/2026	Final Maturity	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	500,000.00		500,000.00
10/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
10/15/2026	Coupon	91282CKJ9	500,000.00	UNITED STATES TREASURY 4.5 04/15/2027		11,250.00	11,250.00
10/15/2026	Coupon	91282CLQ2	500,000.00	UNITED STATES TREASURY 3.875 10/15/2027		9,687.50	9,687.50
10/15/2026	Coupon	91282CPC9	1,000,000.00	UNITED STATES TREASURY 3.5 10/15/2028		17,500.00	17,500.00
10/15/2026	Coupon	91324PDE9	350,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		5,162.50	5,162.50
10/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
10/20/2026	Coupon	61747YER2	350,000.00	MORGAN STANLEY 4.21 04/20/2028		7,367.50	7,367.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/26/2026	Coupon	46647PDA1	350,000.00	JPMORGAN CHASE & CO 4.323 04/26/2028		7,565.25	7,565.25
10/27/2026	Coupon	06051GKP3	350,000.00	BANK OF AMERICA CORP 4.376 04/27/2028		7,658.00	7,658.00
October 2026 Total					**1,350,000.00**	**102,344.92**	**1,452,344.92**
Grand Total			**89,570,000.00**		**6,850,987.63**	**1,359,227.33**	**8,210,214.96**

IMPORTANT DISCLOSURES

City of Tamarac | Account #11314 | As of November 30, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

Benchmark	Disclosure
ICE BofA 1-3 Yr US Treasury & Agency Index	The ICE BofA 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	January 14, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Minutes
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval of the December 10, 2025, Regular Commission Meeting Minutes

ATTACHMENTS:
12102025 COT-CC Draft Minutes.pdf

REGULAR CITY COMMISSION MEETING MINUTES
WEDNESDAY, DECEMBER 10, 2025
COMMISSION CHAMBERS
7:00 PM

CALL TO ORDER:

Mayor Michelle J. Gomez called the Wednesday, December 10, 2025, Regular Meeting of the City Commission to order at 7:02 p.m.

ROLL CALL

Present were Mayor Michelle J. Gomez, Vice Mayor Dr. Kicia Daniel, Commissioner Marlon D. Bolton, Commissioner Krystal Patterson, and Commissioner Morey Wright Jr.

Also present were Deputy City Manager Maxine Calloway, City Attorney Hans Ottinot, and City Clerk Kimberly Dillon.

PLEDGE OF ALLEGIANCE

Vice Mayor Dr. Kicia Daniel led the Pledge of Allegiance and moment of silence.

1. CITY ATTORNEY REPORT

City Attorney Ottinot shared holiday greetings.

2. CITY MANAGER REPORT

2.a. BSO Monthly Update

Captain David Franks, District Chief, Broward Sheriff's Office (BSO) provided an update which is on file in the City Clerk's Office.

2.b. Investment Report – September 2025

2.c. 250th Anniversary of the United States Postal Service Proclamation

Mayor Gomez read the proclamation in recognition of the 250th Anniversary of the United States Postal Service and presented it to Kisha Davis, Edwin Vivas, and Patti Lynn.

Deputy City Manager Maxine Calloway made a presentation which is on file in the City Clerk's Office.

3. PUBLIC PARTICIPATION

Mayor Gomez noted the rules for public comment were posted and opened the floor to comments from the public.

1) Jeffrey Shapiro, Woodlands, spoke regarding the City Commission's review of agenda items, asserting it did not always suit the best interests of the residents. He stated the process should be changed so that all residents of the City should vote for all four (4) Commissioners to correct the imbalance. He commented on a new wall being constructed in District 1 and stated there should be another section of concrete added.

2) Carol Mendelson, Woodmont, stated she supports community events and traditions such as the Turkey Trot, but they should not be made political, as it was overwhelming and disrespectful. She highlighted spending on the event and asserted taxpayers were subsidizing the costs in a way that was not sustainable or responsible. She commented that the use of BSO was inappropriate and did not reflect priorities. She stated the residents deserve events that celebrate the community, along with transparency and fiscal responsibility.

3) Dr. Kate Johnson, Mainlands 4, commented on the recent decision by the Commission to take money from the Area Agency on Aging and give to Dare to Care, a nonprofit in Sunrise. She stated the organization is run by the home church of Vice Mayor Daniel and asserted there had been a lack of transparency. She noted the Korean church gives food to Tamarac residents every month, Tamarac has food banks that could have used the money to feed residents, and money should not have been taken from seniors and the disabled, as they have difficulty getting services. She asked about oversight to ensure funds were used for Tamarac residents. She referenced an email about a public meeting regarding Shaker Village and stated it was misleading and the timing was an issue for several reasons.

4) Cecilia Kleinnichert, Woodlands, stated she had heard her entire life that money is the root of all evil, and this is displayed in Tamarac government. She commented that decisions of the Commission will bankrupt the City and asked how they sleep at night.

5) Ron Wasserman, 8577 Jade Drive, recognized former District 4 Commissioner Debra Placko was present. He commented on the Commission salary and stated they don't care about seniors. He shared that he recently had a meeting with Captain Franks related to trespassing with positive results.

6) Mark Goggin, Tamarac Lakes South, commented on the rotation of Vice Mayors and stated District 3 had not held the position recently but Commissioner Patterson deserves it. He stated an article in the paper had said Broward County gave $91,000 back to the City and asserted those funds should stay with the Fire Department and stormwater protection. He shared feedback he receives from residents while driving Uber, including concerns regarding watering during drought conditions.

DRAFT

7) Ilene Michelson, 4809 Woodlands Boulevard, stated signs related to a variance request denied to 13th Floor at the October 23, 2025, meeting were still up in the Woodlands and asked about the process for removal. She noted residents were previously told that under the development agreement, there was a commitment to build an access road so that construction vehicles would not be using Woodlands Boulevard, but this had not taken place, and sked that the City remind 13th Floor of this commitment. She stated the "do not block intersection" signs were not working in the morning, and it is difficult to turn out of the Woodlands, and speed signage was also not operational. She asked that rules against parking on the grass in the Woodlands be enforced.

8) Patti Lynn, Mainlands 8, addressed the recent discussion regarding the Area Agency on Aging and Aging and Disability Resource Center (ADRC) of Broward, sharing follow-up details on actions taken in response to calls. She provided a summary of services to the Commission via the City Clerk and provided details on meals provided during COVID-19 as well as the use of funds provided by the City. She asserted cutting the funding without understanding of the services had been callous.

9) Stewart Webster, Versailles Gardens, shared his frustration in trying to reach an elected official or staff member at the City, including several unanswered calls and an extensive hold time.

4. COMMISSION REPORTS

4.a. District 1

Commissioner Bolton played a video which is on file in the City Clerk's Office.

4.b. District 2

Commissioner Wright wished everyone happy holidays and shared an update regarding his personal cell phone being stolen.

4.c. District 3

Commissioner Patterson shared an email she had received commending Firefighter Joshua Luna and the members of Shift B at Fire Station 78 for exceptional care. She asked that the City Manager take notice of the four (4) proposed Constitutional Amendments before the legislature relative to property taxes, including the potential impacts on the City and contingency plans. She stated she would be hosting a Community Forum in District 3 with Broward County Property Appraiser Marty Kiar to discuss the impacts. Commissioner Patterson reviewed highlights of upcoming initiatives, including representing the City at a Leadership Exchange Workshop at Margaritaville to discuss P3 projects, a toy drive on December 22 in partnership with Acts of Love, and sponsorship of three (3) to five (5) students to take a college prep course with Guidance Collaborative. She shared that piggybacking off the the anti-bullying and anti-hate policy, she would be launching

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an initiative called KIND (Krystal Inspires Neighborly Deeds), beginning with a community bike ride on January 17 at 8 a.m. She stated a First Time Homebuyer Workshop would be held in partnership with local business owners on January 31 and wished everyone happy holidays.

4.d. District 4

Vice Mayor Daniel stated she was excited to launch her Holiday Assistance Program, offering gift cards to support Tamarac residents in need. She commented that a lot of residents had reached out and ADRC had not been able to help. She stated line dancing would continue and advised the December 18 event would be in partnership with Sigma Gamma Rho Sorority with the theme of sisterhood and service. She noted this is a season that a lot of Tamarac families are finding difficult, and everyone in need would be supported. She highlighted the Dare to Care concert and stated more than $130,000 was raised to rebuild Jamaica. She stated it was heartwarming to see that if we unite, we can accomplish great things.

4.e. Mayor

Mayor Gomez recognized Parks and Recreation, Public Services, and the entire team for a wonderful Turkey Trot. She shared that she had attended Mentoring Tomorrow's Leaders, swearing in at JPT, the grand reopening of Walmart, a ribbon cutting at Studio Professionals Esthetics, Community Christian Church to package food for Jamaica in partnership with Food for the Poor, Christian Life Center Espanol to celebrate their 10-year anniversary, and Demonstration Ministry for a food distribution. She stated she had the pleasure of representing the City at the Mayors Against Antisemitism Summit in New Orleans, and noted it was a wonderful and intense 36 hours. Continuing, Mayor Gomez shared that she had attended the Holiday Luncheon for the City's volunteers, the PuroClean Classic Golf Tournament at Woodmont Country Club, and the Black Chamber of Commerce Annual Luncheon. She highlighted events planned for December 13, including Running on Tamarac every second Saturday of each month, Move with the Mayor, and a Candy Cane Lane event in partnership the Millennium Collegiate Academy. She stated Light the Night for the first night of Hannukah would be on December 14 at Tamarac Park. She wished everyone happy holidays.

5. CONSENT AGENDA

Deputy City Manager Calloway requested that the November 12, 2025, meeting minutes be added to the Consent Agenda as Item 5.g.

Moved by Mayor Gomez; seconded by Commissioner Wright to approve the Consent Agenda as amended.

Motion Approved: 5-0.

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Voting For: Mayor Gomez, Vice Mayor Daniel, Commissioner Bolton, Commissioner Patterson, and Commissioner Wright. Voting Against: None.

5.a. Approval of the October 20, 2025, Commission Workshop Minutes

5.b. Approval of the October 22, 2025, Regular Commission Meeting Minutes

5.c. Approval of the November 10, 2025, Commission Workshop Minutes

5.d. TR14347 – A Resolution of the City Commission of the City of Tamarac, Florida, approving and authorizing the execution of an Agreement with David Mancini and Sons, Inc., for a one-year contract term through December 10, 2026, to provide Emergency Water Main and Force Main Repair Services for the City's potable water distribution and wastewater collection systems, authorizing expenditures from the appropriate accounts in an amount not to exceed the adopted annual Water Main and Force Main Emergency Repair and Replacement Capital Budget of $300,000.00 or as may be amended by the City Commission for said purpose, utilizing contract pricing for the same or similar products per Sourcewell Contract No. FL-R6-CC-092524DMS; authorizing the City Manager or designee to approve task authorizations associated with this emergency services contract; authorizing proper City Officials to execute contract renewals; providing for conflicts; providing for severability; and providing for an effective date.

5.e. TR14351 - A Resolution of the City Commission of the City of Tamarac, Florida, electing Commissioner Marlon Bolton as the next Vice Mayor to serve a term of one year beginning December 10, 2025, with no succession; providing for conflicts; providing for severability; and providing for an effective date.

5.f. TR14335 - A Resolution of the City Commission of the City of Tamarac, Florida, adopting the Affordable Housing Incentive Strategies recommendation report of the Affordable Housing Advisory Committee (AHAC) and authorizing the transmittal of the recommendations in an annual report attached hereto as Exhibit "A" to the Florida Housing Finance Corporation in accordance with section 420.9076 (4) Florida Statutes; providing for conflicts; providing for severability; and providing for an effective date.

5.g Approval of the November 12, 2025, Regular Commission Meeting Minutes

6. REGULAR AGENDA

6.a. TR14350 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 25-24B and approving an Agreement with Alexander & Johnson Project Management and Development, Inc., for the construction of the Westwood Blvd East Roadway and Drainage Improvement Project for a contract amount of $967,318.08; and a contingency in the amount of $96,731.81 (10% of

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the contract cost) will be added to the project account for a total project budget of $1,064,049.89; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Commissioner Wright; seconded by Vice Mayor Bolton to approve TR14350.

Mayor Gomez advised this item had been presented at the Staff Agenda Review Workshop on Monday, December 8 by Assistant Public Services Director Earl Henry and City Engineer Daniela Herrera Cuello.

Mayor Gomez opened a public hearing on the item, however there being no one to speak, she closed the public hearing.

There was no further Commission discussion.

Motion Approved: 5-0.

Voting For: Mayor Gomez, Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson, and Commissioner Wright. Voting Against: None.

6.b. TR14353 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the Agreement for Police Services between the City of Tamarac and Gregory Tony, Ph.D., as Sheriff of Broward County ("BSO"), attached hereto as Exhibit "1", in accordance with the Special Terms and Conditions attached hereto as Exhibit "A", and the Police Services General Conditions attached hereto as Exhibit "B", effective October 1, 2025 through September 30, 2030; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Vice Mayor Bolton; seconded by Commissioner Wright to approve TR14353.

Mayor Gomez advised the changes since the October 22 meeting had been presented at the Staff Agenda Review Workshop on Monday, December 8.

Mayor Gomez opened a public hearing on the item.

Dr. Kate Johnson, Mainlands 4, commented that although previous contracts capped yearly increases at five (5) percent, the current increase was 11.9 percent. She asked if there was a budget that showed where the funds were going beyond the breakdown off staff and asked whether enough questions were being asked about where the money was going and why such an increase was needed. She noted her support for law enforcement.

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Mayor Gomez closed the public hearing.

There was no further Commission discussion.

Motion Approved: 5-0.

Voting For: Mayor Gomez, Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson, and Commissioner Wright. Voting Against: None.

Major Christopher De Giovanni thanked the Commission for their support and for their faith in the team and their continued partnership.

7. ORDINANCE(S) – FIRST READING

7.a. TO2618 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 5 "Buildings and Building Regulations" Article IV "Unsafe Structures" to create Section 5-79 of the Code of Ordinances to establish a milestone inspection process required by Section 553.899, Florida Statutes; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Vice Mayor Bolton; seconded by Commissioner Wright to approve Ordinance TO2618 on first reading.

Mayor Gomez advised this item had been presented at the Staff Agenda Review Workshop on Monday, December 8 by Building Official Tony Palacios.

Mayor Gomez opened a public hearing on the item.

Jeffrey Shapiro, Woodlands, highlighted an issue in Section 8 of the Woodlands with a house in an advanced state of disarray and asked whether the ordinance would help to address this issue.

Mayor Gomez closed the public hearing.

There was no further Commission discussion.

Motion Approved: 5-0.

Voting For: Mayor Gomez, Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson, and Commissioner Wright. Voting Against: None.

7.b. TO2619 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending chapter 6 of the City's code of ordinances, entitled "Finance and Taxation" and article V entitled "Tamarac Procurement Code", by specifically amending section 6-148 entitled "Exclusions and Exceptions to Bid and Proposal Requirements" to expand the exemptions from competitive bidding process for purchase of film, video and audio services, purchase of goods, equipment and

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supplies for relief programs relating to natural disasters, and purchase of supplies and equipment made under a sales tax saving procedure constituting part of a construction project; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Vice Mayor Bolton; seconded by Commissioner Wright to approve Ordinance TO2619 on first reading.

Mayor Gomez advised this item had been presented at the Staff Agenda Review Workshop on Monday, December 8, by Procurement and Contracts Manager Steve Stewart.

Mayor Gomez opened a public hearing on the item.

Dr. Kate Johnson, Mainlands 4, stated that when the City did a piggyback contract for transportation and cut out the normal procurement process, they left a Tamarac business out of the process. She questioned the reasons and stated fiscal responsibility should be extended to County tax dollars, and this decision was not business friendly. She stated there should be bids on video production and stated there should be less video content due to distractions and safety concerns. She added that pictures and videos paid for by the City should not be used for political campaigns.

Mayor Gomez closed the public hearing.

Commissioner Wright stated the City would be doing more film and video services as the need grows. He advised that based on his understanding of the industry, it was important that there was a fair and equitable process that would allow access by those new to the growing industry and also to keep prices competitive. He commented that film and video services should be removed from the list, but other categories within the ordinance would save money and increase efficiency.

Mayor Gomez advised that she supported the change in item 20 related to natural disasters, but there may need to be a cap and procedure. She agreed with Commissioner Wright regarding film and video services and highlighted the importance of marketing as one (1) Tamarac. She commented that use of the City's tax exemption should be a part of all bid processes, but the process should not be circumvented. She asserted she was not comfortable with this ordinance.

Vice Mayor Bolton responded briefly to questions raised during public comment regarding video production safety and costs. He touted the work of the video production company he utilizes and asserted this was not about one (1) company, but about saving money. He stated that less than 20 percent of his emails are opened, but when he posts a video, thousands of people view it and respond.

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Vice Mayor Bolton asked staff to explain the portion of the ordinance related to tax savings on construction materials. Procurement and Contracts Manager Steve Stewart explained item 21 of the ordinance, outlining owner-direct purchase of the materials as a requirement of the procurement agreement. He advised that a competitive process would still be utilized.

Mayor Gomez asked for clarification on whether an ordinance change was required to put the owner-direct purchase of materials in procurement contracts. Mr. Stewart confirmed it would not be required. Discussion continued. Mayor Gomez asserted she was concerned with loopholes.

Mayor Gomez asked the City Attorney to comment on how the City might ensure contracts do not go to people who have a connection with members of the Commission. City Attorney Ottinot stated this provision would only be applicable with major construction projects and would be up to the discretion of the City Manager. He referenced similar policies in other communities and the Request for Proposals (RFP) process.

Mayor Gomez asked that language to address loopholes be added between first and second reading.

Motion Approved: 3-2.

Voting For: Vice Mayor Bolton, Commissioner Daniel, and Commissioner Patterson. Voting Against: Mayor Gomez and Commissioner Wright.

8. ORDINANCE(S) – SECOND READING

8.a. TO2613 - An Ordinance of the City Commission of the City of Tamarac, Florida, establishing "Limited Online Sales" as an accessory use in the MU-N (Mixed-Use Neighborhood), MU-C (Mixed-Use Corridor), MU-G (Mixed-Use General), and NC (Neighborhood Commercial) zoning districts; amending Chapter 10, Article 3, Section 10-3.2, entitled "Table of Allowed Uses", specifically Table 10-3.1: allowed uses for the inclusion of "Limited Online Sales"; and amending Section 10-3.4, entitled "Accessory Uses and Structures", to provide the use-specific standards regulating the "Limited Online Sales" use; and amending Chapter 10, Article 6, entitled "Rules of Construction and Definitions", specifically Section 10-6.2(E), entitled "Accessory Uses", of the City of Tamarac code of ordinances, to provide a definition for "Limited Online Sales"; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Vice Mayor Bolton; seconded by Commissioner Wright to adopt Ordinance TO2613.

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Deputy City Manager Calloway was available to answer questions.

Mayor Gomez opened a public hearing on the item.

Dr. Kate Johnson, Mainlands 4, stated she did not understand why this issue would be contentious, as every single business sells online. She asserted there was no rationale denying it and the ordinance should be approved to show the business the City cares about their success.

Gary Grey, Isles of Tamarac, asked if this would impact private people selling on eBay or other online marketplaces. He commented that remarks made by members of the Commission were inappropriate.

Mayor Gomez closed the public hearing.

Discussion ensued as to the authority of the City Attorney and Commission to regulate the behavior of a member of the Commission.

Vice Mayor Bolton asked staff to explain the item briefly. Deputy City Manager Calloway stated Limited Online Sales would be added to the Table of Allowed Uses in the Code of Ordinances.

Vice Mayor Bolton asked for clarification on the process in example situations. Deputy City Manager Calloway explained further.

Vice Mayor Bolton asserted the property was not zoned for a car dealership, so it is a museum, and in order to sell the cars in the museum, this ordinance was required.

Commissioner Patterson asked the impact of the change on residents selling on eBay and other online marketplaces. Deputy City Manager Calloway stated it would not impact home-based e-commerce businesses.

Commissioner Patterson asked why this change was not made through the Special Exception process as a business as opposed to as a Zoning change. Deputy City Manager Calloway explained the Special Exception uses available are listed in the Code, and this application process was for uses not already in the Code.

Commissioner Patterson expressed concern there was a perception this would impact other businesses when it was specifically to a business. Deputy City Manager Calloway advised that the use was only applicable if a business needed to access it and was not a broad brush. She noted it had been written to include other types of museums that might operate in the future.

Commissioner Patterson asked City Attorney Ottinot to comment on the inclusivity of the language of the ordinance. City Attorney Ottinot stated his office had reviewed the ordinance and were comfortable with the language and noted it had very limited application.

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Commissioner Wright commented on the history of car sales online and stated he was supportive of the museum and its sales, finding them innovative and forward thinking.

Vice Mayor Bolton stated this was a bamboozle and churches would use a similar process to open in areas where church use is not permitted.

Mayor Gomez noted that in the backup materials, it stated only five (5) percent of the vehicles may eventually be sold each year to rotate the museum's stock. She asserted this was not a car dealership.

Mayor Gomez asked staff whether this would allow an art museum to sell items at auction and to have gift shop items online. Deputy City Manager Calloway confirmed it would allow this. Mayor Gomez asserted this was not a bamboozle and was an administrative item.

Motion Approved: 5-0.

Voting For: Mayor Gomez, Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson, and Commissioner Wright. Voting Against: None.

9. PUBLIC HEARING(S)

10. QUASI-JUDICIAL HEARING(S)

11. OTHER

ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 9:12 p.m.

Minutes transcribed by Crysta Parkinson, Prototype, Inc. and submitted by Kimberly Dillon, City Clerk.

_____

Kimberly Dillon, City Clerk

_____

Michelle J. Gomez, Mayor

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Note to the reader: The above signature is the City Clerk, of the City of Tamarac, Florida. If the minutes you have received are not signed, or completed as indicated above, they are not the official minutes of the Regular City Commission Meeting held Wednesday, December 10, 2025.

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 by dialing 7-1-1.

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TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Fariel Khan

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: 14352

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14352 - A Resolution of the City Commission of the City of Tamarac, Florida amending Resolution R-2025-127, by adding “URTBridge Foundation Inc.", "Acts of Love Corporation", "Broward County Black Chamber of Commerce Foundation," and " Gilliard Foundation" to the list of Charitable Entities with whom the City of Tamarac recognizes a formally approved relationship for the express purpose of compliance with Section 1-19(c)(5)(a)(4) of the Broward County Code of Ordinances; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

The Director of Financial Services recommends that TR#14352 amending the list of charitable entities with which the City of Tamarac recognizes a sponsorship or co-sponsorship relationship be placed on the January 14, 2026, Consent Agenda for approval by the City Commission.

BACKGROUND:

The City of Tamarac has a rich history of sponsoring charitable organizations within the community. On October 11, 2011, the Board of County Commissioners of Broward County, Florida, adopted Ordinance No. 2011-19 (the “Code of Ethics”), which implemented a Code of Ethics for elected municipal officials.

The Code of Ethics establishes certain conditions and disclosure obligations on elected officials who engage in fundraising on behalf of charitable organizations. Specifically, Section 1-19(c)(5)a.4 of the Code of Ethics

provides that the additional obligations shall not apply to an elected official who raises funds for those charities and events which are sponsored by the elected official's municipality.

Since May 9, 2012, the City Commission, through Resolution No. R-2012-61 adopted its first list of entities with which the City has sponsorship relationships. In subsequent years, sometimes multiple times in the same year, the Commission has amended that list to include additional charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

On November 12, 2025 through Resolution No. R-2025-127, the City Commission amended the list, adding to the charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

The City Commission has reviewed the existing list of charitable entities approved as part of Resolution No. R-2025-127 and has reviewed the addition to the list of charitable entities as follows:

Additions:

- URTBridge Foundation Inc. - *Commissioner Morey Wright*
- Acts of Love Corp. – *Commissioner Krystal Patterson*
- Broward County Black Chamber of Commerce Foundation - *Krystal Patterson*
- Gilliard Foundation - *Commissioner Krystal Patterson*

Updated list of Charitable Organizations is also attached as Exhibit A.

- City staff has verified that the "URTBridge Foundation Inc.," "Acts of Love Corp.," "Broward County Black Chamber of Commerce" and "Gilliard Foundation" are a 501(c)(3) Charitable Organization and has attached information from the IRS. See Exhibit B.

ISSUE: Staff received requests from Commissioner Morey Wright and Commissioner Krystal Patterson as indicated below to amend the list of charitable entities that are recognized as having a sponsorship or co-sponsorship relationship by the City of Tamarac.

STRATEGIC GOALS: Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:

TR-14352 Amended_Charitable Entities Memo.docx
TR14352_Amending_List_of_charities_Resolution_.docx
TR-14352 Exhibit A.pdf
Exhibit B - URTBridge Found. Inc..png
Exhibit B - Acts of Love Corp.png
Exhibit B - Broward Couty Black Chamber of Commerce Foundation.png
Exhibit B - Gilliard Foundation.png

City of Tamarac
Interoffice Memorandum
Financial Services Department
ADMINISTRATION DIVISION

To: **Levent Sucuoglu, City Manager**

From: **Christine Cajuste, Director of Financial Services**

Date: **December 2, 2025**

Re: **Temporary Resolution #14352 - Amending list of Charitable Entities**

Recommendation:
The Director of Financial Services recommends that TR#14352 amending the list of charitable entities with which the City of Tamarac recognizes a sponsorship or co-sponsorship relationship be placed on the January 14, 2026, Consent Agenda for approval by the City Commission.

Issue:
Staff received requests from Commissioner Morey Wright and Commissioner Krystal Patterson as indicated below to amend the list of charitable entities that are recognized as having a sponsorship or co-sponsorship relationship by the City of Tamarac.

Background:
The City of Tamarac has a rich history of sponsoring charitable organizations within the community. On October 11, 2011, the Board of County Commissioners of Broward County, Florida, adopted Ordinance No. 2011-19 (the "Code of Ethics"), which implemented a Code of Ethics for elected municipal officials.

The Code of Ethics establishes certain conditions and disclosure obligations on elected officials who engage in fundraising on behalf of charitable organizations. Specifically, Section 1-19(c)(5)a.4 of the Code of Ethics provides that the additional obligations shall not apply to an elected official who raises funds for those charities and events which are sponsored by the elected official's municipality.

Since May 9, 2012, the City Commission, through Resolution No. R-2012-61 adopted its first list of entities with which the City has sponsorship relationships. In subsequent years, sometimes multiple times in the same year, the Commission has amended that list to include additional charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

On November 12, 2025 through Resolution No. R-2025-127, the City Commission amended the list, adding to the charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

The City Commission has reviewed the existing list of charitable entities approved as part of Resolution No. R-2025-127 and has reviewed the addition to the list of charitable entities as follows:

Additions:

- URTBridge Foundation Inc. - *Commissioner Morey Wright*
- Acts of Love Corp. – *Commissioner Krystal Patterson*
- Broward County Black Chamber of Commerce Foundation - *Commissioner Krystal Patterson*
- Gilliard Foundation – *Commissioner Krystal Patterson*

Updated list of Charitable Organizations is also attached as Exhibit A.

- City staff has verified that the “URTBridge Foundation Inc.,” “Acts of Love Corp.,” “Broward County Black Chamber of Commerce Foundation,” and “Gilliard Foundation” are a 501(c)(3) Charitable Organization and has attached information from the IRS. See Exhibit B.

Fiscal Impact:

The City budgets an amount for total charitable contributions each year. There is no additional fiscal impact to the city from this resolution.

EXHIBIT A

City of Tamarac List of Charitable Entities

ORGANIZATION
100 Black Men of S. Florida
Acts of Love Corp.
Aden Perry Good Samaritan and Scholarship Fund, Inc.
Aging & Disability Resource Center
Alzheimer's Association
American Cancer Society
American Red Cross
ARC Broward
Art Serve
Bahati Foundation
Bit by Bit, Inc.
BRCASTRONG Corp.
Broward Coalition-Homeless
Broward County Black Chamber of Commerce Foundation
Broward Education Foundation
Broward Health (Gold Coast Hospice)
Broward Homebound Program
Broward League of Cities
Broward Outreach Center
Broward Veterans Coalition, Inc.
Caring Hands of South Florida Corp.
Caring Hearts Helping Hands Inc.
Community Based Connections, Inc.
Cosac Foundation, Inc.
Dare to Care, Inc.
Dellenbach Foundation
Discover the Beauty
Family Central
Family and Friends Connection, Inc.
Father's MIA, Inc.
Feeding South Florida
First Call for Help
Florida Initiative for Suicide Prevention, Inc.
Florida Special Arts Center
For A Better Day Foundation, Inc.
Food for the Poor
Frankie L. Walls Ministries, Inc.
Get Visioned International Missions Inc.
Gilda's Club
Gilliard Foundation
Hadassah, The Women's Zionist Organization of America
Hairtostay
Haitian Lawyers Association, Inc.
HANDY, Inc.
Healing Ars Institute of South FL Inc.
Honor Flight South Florida, Inc.

ORGANIZATION
HOPE South Florida, Inc.
House of Hope
Humane Society of Broward County
Inspire Life with Gratitude Inc.
Iraq and Afghanistan War Memorial Found., Inc.
Island Society for the Promotion of Artistic and Cultural Education
Jamaican Men of Florida
Jewish Federation of Broward County
Junior Achievement South Florida
Kids in Distress
Kids Voting Broward
Kings Point Veterans Club Corp.
Kiwanis Tamarac Foundation, Inc.
Lakes Alzheimer's Foundation
LCpl Janos V. Lutz Live to Tell Foundation, Inc.
Level Up Cycling Movement, Inc.
Lighthouse of Broward
Mental Health Association of Broward
National Association of the Bahamas, Inc.
Nine Muses Art Center of Broward County
No More Tears, Inc.
OIC South Florida, Inc.
One Hundred Black Men of South Florida, Inc.
The Rapha Center, Inc.
Serendipity Women's Mental Wellness Found.
Sharon Wiles Foundation
Sirena's Grotto, Inc.
St. Jude's Children's Hospital
Social Services - City of Tamarac
Susan G. Komen for the Cure
Tamarac Bulldogs
Tamarac Challenger Baseball
Tamarac Chamber of Commerce
Tamarac Cougars
Tamarac Employee Benovolent Fund
Tamarac Historical Society
Tamarac Parks & Rec Foundation
United Mgd. Care, Alzheimer's Supp Group, Inc.
United Negro College Fund
United Way
Urban League of Broward County
URTBridge Foundation Inc.
Women In Distress of Broward County
Wounded Warriors
Youth Empowerment Village

EXHIBIT B

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

URTBRIDGE FOUNDATION INC
7580 NW 5TH STREET 19588
PLANTATION, FL 33318

Date:
11/05/2025
Employer ID number:
39-4829176
Person to contact:
Name: L. Ronan
ID number: 0195198
Telephone: 877-829-5500
Accounting period ending:
December 31
Form 990-PF required:
Yes
Effective date of exemption:
October 7, 2025
Addendum applies:
No
DLN:
26053696004915

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

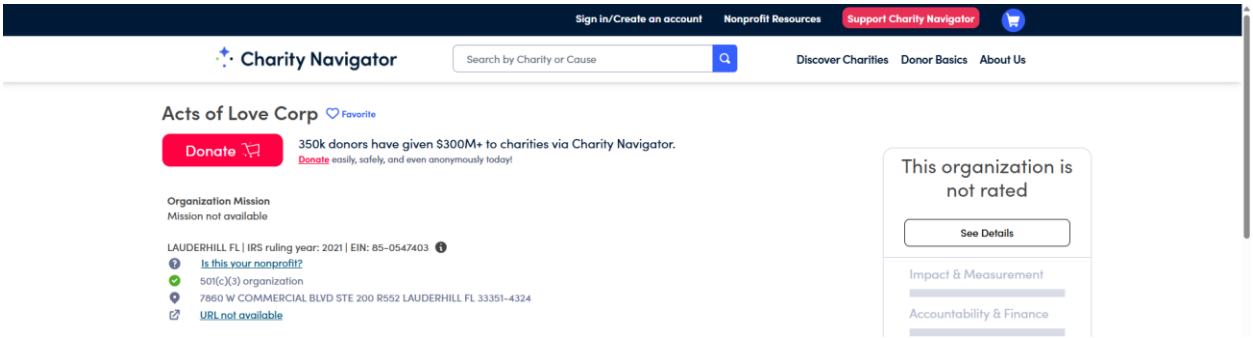
If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

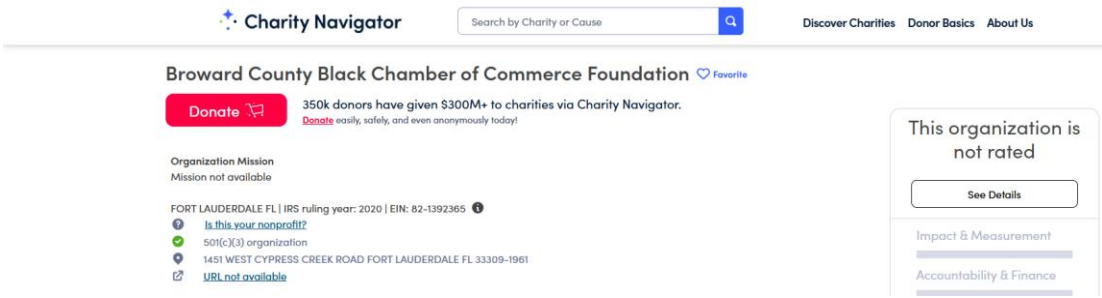
For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

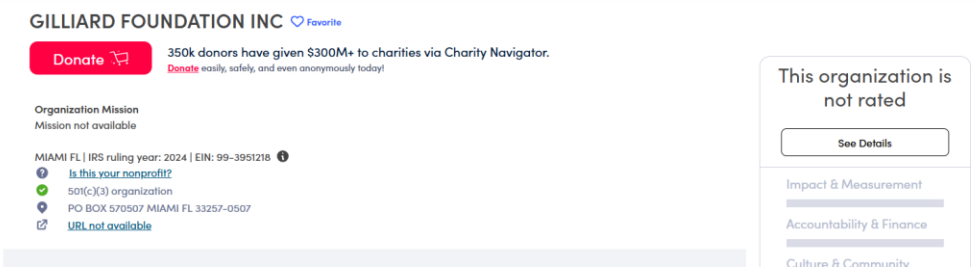
Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 1076 (Rev. 2-2020)
Catalog Number 35161A


Sign in/Create an account
Nonprofit Resources
Support Charity Navigator
Charity Navigator
Search by Charity or Cause
Discover Charities
Donor Basics
About Us
Acts of Love Corp
Favorite
Donate
350k donors have given $300M+ to charities via Charity Navigator.
Donate easily, safely, and even anonymously today!
Organization Mission
Mission not available
LAUDERHILL FL | IRS ruling year: 2021 | EIN: 85-0547403
Is this your nonprofit?
501(c)(3) organization
7860 W COMMERCIAL BLVD STE 200 R552 LAUDERHILL FL 33351-4324
URL not available
This organization is not rated
See Details
Impact & Measurement
Accountability & Finance


Charity Navigator
Search by Charity or Cause
Discover Charities
Donor Basics
About Us
Broward County Black Chamber of Commerce Foundation
Favorite
Donate
350k donors have given $300M+ to charities via Charity Navigator.
Donate easily, safely, and even anonymously today!
Organization Mission
Mission not available
FORT LAUDERDALE FL | IRS ruling year: 2020 | EIN: 82-1392365
Is this your nonprofit?
501(c)(3) organization
1451 WEST CYPRESS CREEK ROAD FORT LAUDERDALE FL 33309-1961
URL not available
This organization is not rated
See Details
Impact & Measurement
Accountability & Finance


GILLIARD FOUNDATION INC
Favorite
Donate
350k donors have given $300M+ to charities via Charity Navigator.
Donate easily, safely, and even anonymously today!
Organization Mission
Mission not available
MIAMI FL | IRS ruling year: 2024 | EIN: 99-3951218
Is this your nonprofit?
501(c)(3) organization
PO BOX 570507 MIAMI FL 33257-0507
URL not available
This organization is not rated
See Details
Impact & Measurement
Accountability & Finance
Culture & Community

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING THE CITY OF TAMARAC LIST OF CHARITABLE ENTITIES, BY ADDING "URTBRIDGE FOUNDATION INC.," "ACTS OF LOVE CORP.," "BROWARD COUNTY BLACK CHAMBER OF COMMERCE FOUNDATION," AND "GILLIARD FOUNDATION" TO THE LIST OF CHARITABLE ENTITIES WITH WHOM THE CITY OF TAMARAC RECOGNIZES A FORMALLY APPROVED RELATIONSHIP, ATTACHED HERETO AS EXHIBIT "A", FOR THE EXPRESS PURPOSE OF COMPLIANCE WITH SECTION 1-19(C)(5)(A)(4) OF THE BROWARD COUNTY CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article IV, Section 4.07 of the City Charter of the City of Tamarac ("City") empowers the City to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the City; and

WHEREAS, on October 11, 2011, the Board of County Commissioners of Broward County, Florida, adopted Ordinance No. 2011-19 (the "Code of Ethics"), which implemented a Code of Ethics for elected municipal officials; and

WHEREAS, the Code of Ethics establishes certain conditions and disclosure obligations on elected officials who engage in fundraising on behalf of charitable organizations; and

WHEREAS, Section 1-19(c)(5)a.4 of the Code of Ethics provides that the additional obligations shall not apply to an elected official who raises funds for those charities and events which are formally approved by elected official's municipality; and

WHEREAS, on May 9, 2012, the City Commission approved Resolution No. R-2012-61 adopting a list of entities with which the City has formally approved relationships; and

WHEREAS in subsequent years, sometimes multiple times in the same year, the City Commission has amended the list of entities to include additional charitable organizations with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship; and

WHEREAS, on November 12, 2025, through Resolution No. R-2025-127, the City Commission amended the list, adding to the charitable entities; and

WHEREAS, the City of Tamarac seeks to amend the previously adopted list of entities with which the City of Tamarac has a formally approved relationship with to include "URTBridge Foundation Inc.," "Acts of Love Corp.," "Broward County Black Chamber of Commerce Foundation," and "Gilliard Foundation" as set forth in Exhibit "A", attached and incorporated herein, to ensure compliance with the Code of Ethics; and

WHEREAS, the City Commission finds that the formally approved charities and events organized by and promoted by those entities listed on Exhibit “A” is in the best interest of the health, safety, and welfare of the business owner, residents, and visitors of the City.

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

Section 1: The foregoing recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the City Commission; and 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, Florida, hereby amends the City of Tamarac list of charitable entities to add “URTBridge Foundation Inc.,” “Acts of Love Corp.,” “Broward County Black Chamber of Commerce Foundation,” and “Gilliard Foundation” to the list of entities with which the City has a formally approved relationship as set forth in Exhibit “A”, attached and incorporated herein, to ensure compliance with the Code of Ethics.

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

Section 5: This Resolution shall become effective immediately upon adoption. PASSED, ADOPTED AND APPROVED this _____ day of _____,

2026.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: VM BOLTON	_____
DIST 2: COMM. WRIGHT JR.	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

HANS OTTINOT
CITY ATTORNEY

EXHIBIT A

City of Tamarac List of Charitable Entities

ORGANIZATION
100 Black Men of S. Florida
Acts of Love Corp.
Aden Perry Good Samaritan and Scholarship Fund, Inc.
Aging & Disability Resource Center
Alzheimer's Association
American Cancer Society
American Red Cross
ARC Broward
Art Serve
Bahati Foundation
Bit by Bit, Inc.
BRCASTRONG Corp.
Broward Coalition-Homeless
Broward County Black Chamber of Commerce Foundation
Broward Education Foundation
Broward Health (Gold Coast Hospice)
Broward Homebound Program
Broward League of Cities
Broward Outreach Center
Broward Veterans Coalition, Inc.
Caring Hands of South Florida Corp.
Caring Hearts Helping Hands Inc.
Community Based Connections, Inc.
Cosac Foundation, Inc.
Dare to Care, Inc.
Dellenbach Foundation
Discover the Beauty
Family Central
Family and Friends Connection, Inc.
Father's MIA, Inc.
Feeding South Florida
First Call for Help
Florida Initiative for Suicide Prevention, Inc.
Florida Special Arts Center
For A Better Day Foundation, Inc.
Food for the Poor
Frankie L. Walls Ministries, Inc.
Get Visioned International Missions Inc.
Gilda's Club
Gilliard Foundation
Hadassah, The Women's Zionist Organization of America
Hairtostay
Haitian Lawyers Association, Inc.
HANDY, Inc.
Healing Ars Institute of South FL Inc.
Honor Flight South Florida, Inc.

ORGANIZATION
HOPE South Florida, Inc.
House of Hope
Humane Society of Broward County
Inspire Life with Gratitude Inc.
Iraq and Afghanistan War Memorial Found., Inc.
Island Society for the Promotion of Artistic and Cultural Education
Jamaican Men of Florida
Jewish Federation of Broward County
Junior Achievement South Florida
Kids in Distress
Kids Voting Broward
Kings Point Veterans Club Corp.
Kiwanis Tamarac Foundation, Inc.
Lakes Alzheimer's Foundation
LCpl Janos V. Lutz Live to Tell Foundation, Inc.
Level Up Cycling Movement, Inc.
Lighthouse of Broward
Mental Health Association of Broward
National Association of the Bahamas, Inc.
Nine Muses Art Center of Broward County
No More Tears, Inc.
OIC South Florida, Inc.
One Hundred Black Men of South Florida, Inc.
The Rapha Center, Inc.
Serendipity Women's Mental Wellness Found.
Sharon Wiles Foundation
Sirena's Grotto, Inc.
St. Jude's Children's Hospital
Social Services - City of Tamarac
Susan G. Komen for the Cure
Tamarac Bulldogs
Tamarac Challenger Baseball
Tamarac Chamber of Commerce
Tamarac Cougars
Tamarac Employee Benovolent Fund
Tamarac Historical Society
Tamarac Parks & Rec Foundation
United Mgd. Care, Alzheimer's Supp Group, Inc.
United Negro College Fund
United Way
Urban League of Broward County
URTBridge Foundation Inc.
Women In Distress of Broward County
Wounded Warriors
Youth Empowerment Village

EXHIBIT B

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

URTBRIDGE FOUNDATION INC
7580 NW 5TH STREET 19588
PLANTATION, FL 33318

Date:
11/05/2025
Employer ID number:
39-4829176
Person to contact:
Name: L. Ronan
ID number: 0195198
Telephone: 877-829-5500
Accounting period ending:
December 31
Form 990-PF required:
Yes
Effective date of exemption:
October 7, 2025
Addendum applies:
No
DLN:
26053696004915

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

109


Sign In/Create an account
Nonprofit Resources
Support Charity Navigator
Charity Navigator
Search by Charity or Cause
Discover Charities
Donor Basics
About Us
Acts of Love Corp
Favorite
Donate
350k donors have given $300M+ to charities via Charity Navigator.
Donate easily, safely, and even anonymously today!
Organization Mission
Mission not available
LAUDERHILL FL | IRS ruling year: 2021 | EIN: 85-0547403
Is this your nonprofit?
501(C)(3) organization
7860 W COMMERCIAL BLVD STE 200 RM52 LAUDERHILL FL 33351-4324
URL not available
This organization is not rated
See Details
Impact & Measurement
Accountability & Finance


Charity Navigator
Search by Charity or Cause
Discover Charities
Donor Basics
About Us
Broward County Black Chamber of Commerce Foundation
Favorite
Donate
350k donors have given $300M+ to charities via Charity Navigator.
Donate easily, safely, and even anonymously today!
Organization Mission
Mission not available
FORT LAUDERDALE FL | IRS ruling year: 2020 | EIN: 82-1382365
Is this your nonprofit?
501(c)(3) organization
1451 WEST CYPRESS CREEK ROAD FORT LAUDERDALE FL 33309-1961
URL not available
This organization is not rated
See Details
Impact & Measurement
Accountability & Finance


GILLIARD FOUNDATION INC
Favorite
Donate
350k donors have given $300M+ to charities via Charity Navigator.
Donate easily, safely, and even anonymously today!
Organization Mission
Mission not available
MIAMI FL | IRS ruling year: 2024 | EIN: 99-3951218
Is this your nonprofit?
501(c)(3) organization
PO BOX 570507 MIAMI FL 33257-0507
URL not available
This organization is not rated
See Details
Impact & Measurement
Accountability & Finance
Culture & Community

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Claudia Monroy

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR 14354

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14354 - A Resolution of the City Commission of the City of Tamarac, Florida, approving an Agreement with CUES, Inc., as a sole source vendor, for the purchase and installation of computer and video system components and equipment for the Wastewater Division's video van, in an amount not to exceed $231,601.49; authorizing appropriate City Officials to execute the Agreement; authorizing expenditures from the appropriate accounts not to exceed the approved FY 2026 budget for said purpose; authorizing the City Manager to approve change orders up to $65,000.00 providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

RECOMMENDATION: The Public Services Director recommends that the City Commission approve and authorize the execution of an Agreement with CUES, Inc., as a sole source vendor, for the purchase and installation of new computer and video system components and equipment for the Wastewater Division's video van, in an amount not to exceed the approved Fiscal Year 2026 Budget of $250,000.00 for said purpose, and that this item be placed on the January 14, 2026, Commission Agenda.

BACKGROUND: Each year, the Public Services Wastewater Division's Video Crew conducts video inspections of the City's wastewater sewer system which includes mainlines and laterals. This operation is done daily during the City's workdays and utilizes two (2) video vans equipped with computer and video systems. Furthermore, the generator which supplies power for these systems is constantly running during operations and is susceptible to wear-and-tear. These systems now need to be updated and replaced as they are

becoming obsolete, starting to fail and their cost-effectiveness has diminished, resulting in excessive maintenance work and costs. Video Van No. 4231 was purchased in 2021 and is in good condition, however the computer and video systems are starting to fail and are becoming obsolete. This required replacement will provide the City with the latest compatible generator, computer and video components and equipment currently available for this van. Video Van No. 4239 was purchased in 2022 and the vehicle along with the video and computer systems works satisfactorily and does not require updating at this time.

Public Services Staff consistently monitor the condition, maintenance expenditures, and operational efficiency of all equipment. Based on this analysis, funds have been allocated in the Fiscal Year 2026 Budget for video components and computer equipment to support necessary replacements.

CUES, Inc., is the sole manufacturer for the components and equipment required to do the replacements for the video systems in Video Van No. 4231. As such, the Public Services Department requested and received a proposal from CUES, Inc. for $231,601.49, to complete this work. The CUES proposal along with the sole source letter are attached for reference.

ISSUE: The purchase and installation of new computer and video components and equipment to replace items within existing Video Van for the Wastewater Division, as approved and funded in the Fiscal Year 2026 Adopted Budget.

STRATEGIC GOALS: Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:

TR 14354 -Memo - Video Van - EH.docx
TR_14354_Resolution_Video_Van_-EH_01.08.26.docx
Exhibit A -TR 14354 Video Van Components Purchase.pdf
Exhibit B - TR 14354 Legal Review Sole Source Agreement CUES INC.docx

City of Tamarac
Interoffice Memorandum
Public Services Department

To: **Levent Sucuoglu, City Manager**

Thru: **Maxine Calloway, Deputy City Manager**

Thru: **Mustafa Albassam, P.E., Director of Public Services**

Thru: **Earl Henry, P.E., Assistant Director of Public Services/Utilities** EH

From: **Jerry Robinson, Wastewater Supervisor**

Date: **December 3, 2025**

RE: **Temp Reso. #14354 – New Video Van Components and Equipment – City Commission Meeting of January 14, 2026**

Recommendation:

The Public Services Director recommends that the City Commission approve and authorize the execution of an Agreement with CUES, Inc., as a sole source vendor, for the purchase and installation of new computer and video system components and equipment for the Wastewater Division's video van, in an amount not to exceed the approved Fiscal Year 2026 Budget of $250,000.00 for said purpose, and that this item be placed on the January 14, 2026, Commission Agenda.

Issue:

The purchase and installation of new computer and video components and equipment to replace items within existing Video Van for the Wastewater Division, as approved and funded in the Fiscal Year 2026 Adopted Budget.

Background:

Each year, the Public Services Wastewater Division's Video Crew conducts video inspections of the City's wastewater sewer system which includes mainlines and laterals. This operation is done daily during the City's workdays and utilizes two (2) video vans equipped with computer and video systems. Furthermore, the generator which supplies power for these systems is constantly running during operations and is susceptible to wear-and-tear. These systems now need to be updated and replaced as they are becoming obsolete, starting to fail and their cost-effectiveness has diminished, resulting in excessive maintenance work and costs. Video Van No. 4231 was purchased in 2021 and is in good condition, however the computer and video systems are starting to fail and are becoming obsolete. This required replacement will provide the City with the latest compatible generator, computer and video components and equipment currently available for this van. Video Van No. 4239 was purchased in 2022 and the vehicle along with the video and computer systems works satisfactorily and does not require updating at this time.

Public Services Staff consistently monitor the condition, maintenance expenditures, and operational efficiency of all equipment. Based on this analysis, funds have been allocated

in the Fiscal Year 2026 Budget for video components and computer equipment to support necessary replacements.

CUES, Inc., is the sole manufacturer for the components and equipment required to do the replacements for the video systems in Video Van No. 4231. As such, the Public Services Department requested and received a proposal from CUES, Inc. for $231,601.49, to complete this work. The CUES proposal along with the sole source letter are attached for reference.

Fiscal impact:

Funding in the amount of $250,000 for the purchase of the video components and equipment is available in the Approved FY 2026 Budget under Account No. 425-6040-535.64-01. The video components and equipment to be purchased and installed are at a total proposed cost of $231,601.49 which is covered by the available budgeted funds.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2026_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AN AGREEMENT WITH CUES, INC., AS A SOLE SOURCE VENDOR, FOR THE PURCHASE AND INSTALLATION OF COMPUTER AND VIDEO SYSTEM COMPONENTS AND EQUIPMENT FOR THE WASTEWATER DIVISION'S VIDEO VAN, IN AN AMOUNT NOT TO EXCEED $231,601.49; AUTHORIZING APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; AUTHORIZING EXPENDITURES FROM THE APPROPRIATE ACCOUNTS NOT TO EXCEED THE APPROVED FY 2026 BUDGET FOR SAID PURPOSE; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO $65,000.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac Public Services Department, through its Wastewater Division, is responsible for the operation, maintenance, inspection, and repair of the City's wastewater collection system, including sewer mains and laterals, to ensure safe, reliable, and efficient service to the community; and

WHEREAS, the Wastewater Division utilizes specialized video inspection equipment mounted within dedicated video vans to conduct daily inspections of the City's wastewater sewer infrastructure during regular workdays; and

WHEREAS, the Wastewater Division currently operates two (2) video vans equipped with computer and video systems powered by onboard generators that operate continuously during inspection activities and are subject to significant wear and tear; and

WHEREAS, Video Van No. 4231, purchased in 2021, remains in good overall condition; however, the existing computer and video system components and equipment are becoming obsolete, are beginning to fail, and are no longer cost-effective to maintain, resulting in increased maintenance efforts and costs; and

WHEREAS, the replacement of the computer and video system components and equipment for Video Van No. 4231 will provide the City with updated, compatible generator, computer, and video technology necessary to maintain operational efficiency and reliability; and

WHEREAS, Public Services staff routinely evaluate the condition, maintenance costs, and operational efficiency of all equipment, and based on this analysis, funding has been allocated in the City's Fiscal Year 2026 Adopted Budget for the replacement of video and computer system components for the Wastewater Division; and

WHEREAS, CUES, Inc. is the sole manufacturer and provider of the proprietary computer and video system components and equipment required for the replacement and upgrade of the video inspection system in Video Van No. 4231; and

WHEREAS, due to the proprietary nature of the equipment, CUES, Inc. qualifies as a sole source vendor for this purchase and installation; and

WHEREAS, the Public Services Department requested and received a proposal from CUES, Inc. in the amount of $231,601.49 for the purchase and installation of the required computer and video system components and equipment, of which the proposal and sole source documentation are attached hereto as Exhibit "A"; and

WHEREAS, funding in the amount of $250,000.00 is available in the Approved FY 2026 Budget under Account No. 425-6040-535.64-01 to support this purchase, and the proposed cost of $231,601.49 is within the available budgeted funds; and

WHEREAS, the Director of Public Services, Director of Financial Services, and Procurement and Contracts Manager have determined that it is in the best interest of the City to approve and execute an Agreement with CUES, Inc., as a sole source vendor, for the purchase and installation of the required computer and video system components and

equipment for the Wastewater Division's video van, a copy of which is attached hereto as Exhibit "B".

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

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

SECTION 2: The appropriate City Officials are hereby authorized to approve and execute an Agreement with CUES, Inc., as a sole source vendor, for the purchase and installation of computer and video system components and equipment for the Wastewater Division's Video Van No. 4231, in an amount not to exceed $250,000.00, subject to and within the Approved FY 2026 Budget.

SECTION 3: The City Manager or Designee is hereby authorized to approve Change Orders in amounts not to exceed $65,000.00 per Section 6-147 of the City Code, and close the contract award, which includes, but is not limited to making final payment and releasing bonds per Section 6-149 of the City Code, when the work has been successfully completed within the terms, conditions, and pricing of the Agreement.

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

SECTION 5: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or

application, and to this end, the provisions of this Resolution are declared to be severable.

SECTION 6: Any scrivener or typographical errors that do not affect the intent of this Resolution may be corrected with notice to and authorization of the City Attorney and City Manager without further process.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

"The remainder of this page left blank intentionally."

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

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2026.

_____
MICHELLE J. GOMEZ
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: V/M BOLTON	_____
DIST 2: COMM. WRIGHT, JR	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

_____
HANS OTTINOT
CITY ATTORNEY

December 3, 2025

Tamarac, City of
Jerry Robinson
10101 State Street
Tamarac, FL 33321
jerry.robinson@tamarac.org

Dear Jerry,

CUES, Inc. is the sole source direct provider for all CUES CCTV Equipment, Services, Parts, and Support for the entire state of Florida.

Furthermore, we are the sole CCTV equipment manufacturer located physically in the state of Florida. While other manufacturers may claim to be within the state, they do so through third party dealerships and manufacturer's representatives and are not themselves located in Florida to service and support your account. Other vendors may claim to be able to work on CUES equipment but CUES, Inc. itself, is the only authorized provider of sales, service, and support for CUES equipment. Any use of a vendor outside of CUES, Inc. that modifies, services, or provides technical parts may risk voiding any applicable CUES, Inc. warranty.

If you already own CUES equipment, we are the sole provider that is directly compatible with all your existing equipment. CUES is the only manufacturer to offer a 100% full circle compatibility where all existing mainline cameras and transporters are 100% compatible with any new/future CUES, Inc. equipment purchase. This full circle compatibility allows older equipment to work on newer TV systems and newer equipment to operate on some older systems.

We are the sole manufacturer and supplier of OEM (Original Equipment Manufacturer) products/parts for all CUES, Inc. Systems and Product Line. No other vendor or manufacturer offers CUES, Inc. Equipment or Authorized Service in the entire state of Florida.

100% Full Circle Compatibility Notice
Our current product offerings for Cameras, Transporters, Footage Systems, and GraniteNet Software are 100% compatible with existing CUES TV equipment.

Sincerely,

Stuart Rome | Regional Sales – South Florida | CUES, INC. | ***Mobile:*** 407.784.0568 | ***Email:*** srome@cuesinc.com



Prepared for:
TAMARAC, CITY OF (MAIN)

Attention:
Jerry Robinson

CUES Document Number: Q-06405

Quote Date: 12/9/2025

Quote Expiration Date: 4/30/2026

Prepared by:

Stuart Rome
Regional Sales - South Florida

Dear Jerry,

Thank you for your interest in CUES products and for allowing us the opportunity to provide this proposal. We understand the task of choosing a vendor can be daunting, and we respect how difficult it is to weigh the differences between manufacturers and system designs.

Since 1964, CUES has been the pipe inspection industry leader, offering the most reliable and durable equipment in the world, while bringing the best available technologies to the market.

Based on our discussion of your business needs I have listed what you indicated was important to you in choosing a CCTV equipment provider:

- Meet budget requirements
- Compatibility with hardware and software, one stop shop
- Operational Efficiency

Based on your needs above we have listed below how CUES will help provide solutions for these:

- CUES has a large portfolio of products that allows you to design a layout that will meet your budgetary requirements
- CUES has developed asset management software to be compatible with CUES hardware to reduce connectivity issues and allow the customer to go to one source for support
- CUES provides equipment that is designed to be user friendly and offer user training from factory personnel.

We offer world-class technical support to your team, with the most collective industry knowledge of any manufacturer. CUES is the only industry company to offer a 100% full-circle solution for all your pipeline inspection needs.

We take pride in providing long-term pipeline and manhole inspection solutions. Thank you again for the opportunity to provide this proposed solution.

Sincerely,

Stuart Rome
CUES, INC.
Regional Sales - South Florida
Cell: 407.784.0568
srome@cuesinc.com

CUES

GraniteNet
ASSET INSPECTION / DECISION SUPPORT SOFTWARE

CUES Equipment Quote

DESCRIPTION	QTY
FLOOR REPLACEMENT UNDER REEL	1
7000 WATT GAS ONAN GENERATOR	1
22" LED MONITOR WITH SHORTENED MOUNT FOR DESKTOP	3
1000' TV CABLE ASSEMBLY, M/C 12 PIN	1
TV REEL ASSEMBLY WITH CENTER SLIPRING	1
PCU ASSEMBLY	1
CCU ASSEMBLY	1
WIRELESS CONTROLLER	2
CONTROLLER, REMOTE LAMPII REEL	1
15" LCD MONITOR FOR LAMP WITH WALL MOUNT, SWIVEL BRACKET	1
LATERAL LAUNCHER FOR LAMP SYSTEM	1
MICRO PAN & TILT CAMERA	1
100' PUSH CABLE FOR LATERAL INSPECTION SYSTEM	4
COMPUTER ONLY [NO Granite SOFTWARE] - RACK MOUNT	1
TRANSFER EXISTING GNET LICENSE	1
CONTROL UNIT MP+,DVR-USB	1
COILER ASSEMBLY FOR LATERAL PUSH SYSTEM	1
SELF-LEVELING COLOR CAMERA WITH BUILT-IN SONDE, NTSC	1
MPLUS+ ACCESSORY KIT	1
200' MP+ SYSTEM PUSH CABLE ASSEMBLY	1
DEBRIS BAG FOR PUSH CABLE COILER BASKET	1
NO TRAINING REQUESTED	1
TRUCK DELIVERY-FLORIDA	2
STANDARD VA RETRO FEE	1
LAMP II PAN & TILT PCU ASSEMBLY	1
6" STEEL SPIKE WHEEL	6
CABLE ASSY,BRN,6CND,1000',LMP2,HYT	1
CABLE,TEST,LAMPII PUSHCABLE, 12"L	1
SPRING END ASSY,LATERAL P&T	2
KIT,REPAIR,LAT PUSH CBL,LAMP2,2ENDS	2
CABLE REPAIR KIT ASSEMBLY, 1000', LAMP2	2
List Total:	$256,698.29

Discounted Total	$231,601.49

Price after 2/28/2026: $240,633.44

Payment and Purchase Terms & Conditions

Delivery: 60 – 90 days ARC. Delivery is an ESTIMATE ONLY based on the current production schedule as of the date of quotation and is subject to change. For accurate delivery, please contact your CUES Regional Sales Manager at the time of order.

Payment: Net 30

FOB: Destination

Taxes & Pricing: Unless otherwise noted, pricing above does not include any applicable sales tax. The final invoice will reflect all taxes unless there is a tax-exempt certificate on file with CUES, Inc. accounting.

This Quote and the goods and services quoted thereunder are subject to Cues, Inc. Terms and Conditions of Sale found at: CUES Terms and Conditions of Sale. By accepting this Quote, Buyer agrees to be bound by these terms.

Confidentiality Statement: This proposal contains confidential and proprietary information that is the property of Cues, Inc. This proposal is only to be viewed by individuals employed by the entity to which it is directed with a need to know and shall not be duplicated, used, or disclosed, in whole or in part, for purposes other than to evaluate the proposal with Cues, Inc.

Detailed Specifications & Contract Purchases

Detailed technical specifications are available upon request to help your team define language for any upcoming competitive bid requirement. Additionally, CUES equipment is available through competitively bid cooperative contracts, such as HGACBuy.

References

Extensive lists of product specific references or general company references are available upon request.

AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
CUES, INC.

THIS AGREEMENT is entered into on_____, 20 ___ between the City of Tamarac, Florida, a municipal corporation with principal offices located at 7525 NW 88th Avenue, Tamarac, Florida 33321 (City) and Cues, Inc., a Florida corporation with principal offices located at 3600 Rio Vista Avenue, Orlando FL 32805 (Contractor).

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. Contractor agrees to provide CUES CCTV Equipment, Services, and Parts to the City as set forth in the terms and conditions of CUES Document Number Q-06405, December 9, 2025, attached hereto as Exhibit A. .

2. Upon execution of this Agreement, all references made in CUES Document Number Q-06405 in Exhibit A shall be interpreted as pertaining to the City of Tamarac, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the City of Tamarac. It is understood that wherever the words “agency name” or “agency board name” appear, they shall be read as “City of Tamarac” and “City of Tamarac Commission”.

3. Term: The term of this Agreement shall be concurrent with the term set forth in Exhibit A, through April 30, 2026, effective on the date of approval of this Agreement.

4. Controlling Documents: This Agreement, including Exhibit A, constitute the entire agreement between the City and Contractor. In the event of a conflict between these documents, this Agreement shall prevail, followed in precedence by Exhibit A in that order.

5. Pricing and Payments: Pricing shall be in accordance with unit pricing provided on quote Q-06405 dated 12/9/2025 in Exhibit A and shall not exceed Two Hundred Fifty-Six Thousand Six Hundred Ninety-Eight Dollars add Twenty-Nine Cents ($256,698.29). All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

6. Insurance: In addition to the insurance requirements stated in Exhibit A, Contractor shall obtain at Contractor’s expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City’s Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City. 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. The following minimal insurance coverage shall be provided:

a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Tamarac, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the City of Tamarac via Certified Mail.

b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

   The minimum limits of coverage shall be $1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

   The City must be named as a certificate holder and an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided or required. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.

c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.

   This coverage shall be an "Any Auto" type policy. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.

   The Minimum Limits of Coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

d. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the City for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.

e. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.

f. 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.

7. Indemnification:

a. 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 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.

b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

c. Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

d. The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

e. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

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

8. Non-Discrimination & Equal Opportunity Employment: During the performance of the Contract, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information or disability if qualified. Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, genetic information or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor

and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9. Independent Contractor: This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that 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. 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. 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 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.

10. 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.

11. Termination:

    a. Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to Contractor for such termination in which event Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the City against loss pertaining to this termination.

    b. 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 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.

12. Public Records:

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

1. Keep and maintain public records required by the City in order to perform the service;

2. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

b. During the term of the contract, Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this Agreement.

13. Scrutinized Companies:

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

13.1 Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

13.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

13.2.1 Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

13.2.2 Is engaged in business operations in Syria.

Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. E-Verify: As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

15. 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.

16. 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.

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

18. Severability; Waiver of Provisions: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19. 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.

20. Notice: Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

CITY
City Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the same address:

CONTRACTOR
Cues, Inc.
Attn: Stuart Rome
Address: 3600 Rio Vista Avenue
Orlando, FL 32805
Phone: (407) 784-0568
Email: srome@cuesinc.com

21. Public Records Custodian:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505

CITYCLERK@TAMARAC.ORG

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

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

ATTEST:

Levent Sucuoglu, City Manager

Kimberly Dillon, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

Hans Ottinot, City Attorney

Date

ATTEST:

Cues, Inc.
Company Name

Signature of Corporate Secretary

Signature of President

Type/Print Name of Corporate Secy.

Type/Print Name of President

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
:SS
COUNTY OF_____ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Supplier President Name of the SUPPLIER NAME, 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 _____, 20___.

_____
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.

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Entity, hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking.”

The undersigned is authorized to execute this affidavit on behalf of Entity.

ENTITY

Date: _____, 20___
Entity: _____

Signed: _____
Name: _____
Title: _____

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a Foreign Country of Concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Fla. Stat.)

2. The government of a Foreign Country of Concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Fla. Stat.)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a Foreign Country of Concern. (Source: § 287.138(2)(c), Fla. Stat.)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

ENTITY

Date: _____, 20___
Entity: _____

Signed: _____
Name: _____
Title: _____

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Claudia Monroy

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14356

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14356 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to award Task Authorization No. 26-09D to Carnahan Proctor and Cross, Inc. to provide Electrical Engineering Design, Permitting, and Construction Administration Services for the City of Tamarac Holiday Lighting on Commercial Boulevard, in accordance with the City's Continuing Services Agreement as authorized by Resolution No. R-2022-138, for a contract amount of $82,275.00; providing for a contingency in the amount of $4,113.75 (5% of contract), for a total project budget of $86,388.75; including the preparation of detailed plans and specifications, bidding assistance, and engineering services during construction; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The Public Services Director recommends that the City Commission approve the execution of Task Authorization No. 26-09D with Carnahan Proctor and Cross, Inc. to provide Electrical Engineering Design, Permitting and Construction Administration Services for the Commercial Boulevard Electrical Design Project, in accordance with the City's Continuing Services Agreement as authorized by Resolution No. R-2022-138, at a contract cost of $82,275.00. A contingency in the amount of $4,113.75 (5% of the contract cost) will be added to the project account for a total project amount of $86,388.75; and that this item be placed on the January 14, 2026, Commission Meeting Agenda.

BACKGROUND: Commercial Boulevard serves as one of Tamarac's most heavily traveled corridors, particularly during the holiday season. As a result of the City's Strategic Planning

discussions focused on enhancing holiday décor throughout Tamarac, the City seeks to enhance the Commercial Boulevard medians with festive lighting and decorations. This initiative has been included in the City's Capital Improvement Program (CIP) Budget and is intended to create a vibrant and inviting corridor that attracts residents and visitors while further enhancing the holiday experience citywide. These enhancements will create memorable seasonal displays, elevate the City's visual appeal, and reinforce community pride.

The Commercial Boulevard Electrical Design Project represents the first step in transforming this well-traveled roadway into a festive destination that reflects Tamarac's community spirit. The proposed design services will ensure the City develops an electrical infrastructure capable of supporting safe, sustainable, and visually impactful lighting displays for years to come.

This Task Authorization consists of eleven (12) project phases including: survey and site data collection; initial engineering meeting and coordination with FDOT; field evaluation meeting with FDOT, FPL, and City staff; detailed field investigations; preparation of 60% and 100% electrical design plans; development of construction documents; permitting assistance and coordination; project meetings; limited bidding support and Sign Placing Recommendations. Execution of Task Authorization No.26-09D with Carnahan Proctor and Cross, Inc. will officially initiate the design and permitting process, enabling the City to move forward with developing the necessary electrical systems and coordination with FDOT and FPL.

Contract Summary:

Scope of Project: Commercial Boulevard Electrical Design Services (Holiday Lighting)
Type of Project: Electrical Engineering Design, Permitting, and Project Coordination
Consultant: Carnahan Proctor and Cross, Inc.
Consultant Location: Deerfield Beach, Florida
Contract Cost: $82,275.00, inclusive of survey, engineering services, field evaluation and investigation, electrical design, project coordination, permitting assistance, utility coordination, and bidding support

ISSUE:

Approval of Task Authorization No. 26-09D with Carnahan Proctor and Cross, Inc. to provide Electrical Engineering Design, Permitting and Construction Administration Services for the Commercial Boulevard Electrical Holiday Lighting

Project. This Task Authorization is being requested under the City's Continuing Services Agreement authorized by Resolution No. R-2022-138.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:

TR_14356_Commercial_Blvd_Electrical_Holiday_Light_Memo_EH 01.07.26.docx
TR_14356_Commercial_Blvd_Electrical_Reso_EH 01.07.26.doc
Exhibit 1 -TR14356 City of Tamarac - Electrical Design Proposal.pdf

City of Tamarac
Interoffice Memorandum
Public Services

To: **Levent Sucuoglu, City Manager**

Thru: **Maxine Calloway, Deputy City Manager/Community Development Director**

Thru: **Mustafa Albassam, P.E., Public Services Director**

From: **Christopher Lyle, Project Manager**

Date: **December 5, 2025**

Re: **Temp. Reso. #14356 - Commercial Boulevard Electrical Engineering Design and Project Task Authorization No. 26-09D**

Recommendation:

The Public Services Director recommends that the City Commission approve the execution of Task Authorization No. 26-09D with Carnahan Proctor and Cross, Inc. to provide Electrical Engineering Design, Permitting and Construction Administration Services for the Commercial Boulevard Electrical Design Project, in accordance with the City's Continuing Services Agreement as authorized by Resolution No. R-2022-138, at a contract cost of $82,275.00. A contingency in the amount of $4,113.75 (5% of the contract cost) will be added to the project account for a total project amount of $86,388.75; and that this item be placed on the January 14, 2026, Commission Meeting Agenda.

Issue:

Approval of Task Authorization No. 26-09D with Carnahan Proctor and Cross, Inc. to provide Electrical Engineering Design, Permitting and Construction Administration Services for the Commercial Boulevard Electrical Holiday Lighting Project. This Task Authorization is being requested under the City's Continuing Services Agreement authorized by Resolution No. R-2022-138.

Background:

Commercial Boulevard serves as one of Tamarac's most heavily traveled corridors, particularly during the holiday season. As a result of the City's Strategic Planning discussions focused on enhancing holiday décor throughout Tamarac, the City seeks to enhance the Commercial Boulevard medians with festive lighting and decorations. This initiative has been included in the City's Capital Improvement Program (CIP) Budget and is intended to create a vibrant and inviting corridor that attracts residents and visitors while further enhancing the holiday experience citywide. These enhancements will create memorable seasonal displays, elevate the City's visual appeal, and reinforce community pride.

The Commercial Boulevard Electrical Design Project represents the first step in transforming this well-traveled roadway into a festive destination that reflects Tamarac's community spirit. The proposed design services will ensure the City develops an electrical infrastructure capable of supporting safe, sustainable, and visually impactful lighting displays for years to come.

This Task Authorization consists of eleven (12) project phases including: survey and site data collection; initial engineering meeting and coordination with FDOT; field evaluation meeting with FDOT, FPL, and City staff; detailed field investigations; preparation of 60% and 100% electrical design plans; development of construction documents; permitting assistance and coordination; project meetings; limited bidding support and Sign Placing Recommendations. Execution of Task Authorization No.26-09D with Carnahan Proctor and Cross, Inc. will officially initiate the design and permitting process, enabling the City to move forward with developing the necessary electrical systems and coordination with FDOT and FPL.

Contract Summary:

Scope of Project:	Commercial Boulevard Electrical Design Services (Holiday Lighting)
Type of Project:	Electrical Engineering Design, Permitting, and Project Coordination
Consultant:	Carnahan Proctor and Cross, Inc.
Consultant Location:	Deerfield Beach, Florida
Contract Cost:	$82,275.00, inclusive of survey, engineering services, field evaluation and investigation, electrical design, project coordination, permitting assistance, utility coordination, and bidding support

Fiscal impact:

Funding is available in Project Number PW26B, in Account No. 315-5020-539.63-13 with an available balance of $480,000.00.

The total cost for the design and construction administration services is $82,275.00. A contingency in the amount of $4,113.75 (5% of the contract cost) is included for unforeseen additional services outside the original scope of work, bringing the total not-to-exceed amount to $86,388.75. The contingency will only be utilized if additional services by Carnahan Proctor and Cross, Inc. are deemed necessary and are pre-approved by the City Manager through a change order.

Although no significant issues are anticipated, the contingency is considered reasonable given the nature of the project and the potential for additional work beyond the original scope. The contingency will allow the project to proceed without unnecessary delays. All contingency expenditures shall require prior approval from the City Manager.

Commission Districts:1&2

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD TASK AUTHORIZATION NO. 26-09D TO CARNAHAN PROCTOR AND CROSS, INC. TO PROVIDE ELECTRICAL ENGINEERING DESIGN, PERMITTING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY OF TAMARAC HOLIDAY LIGHTING ON COMMERCIAL BOULEVARD, IN ACCORDANCE WITH THE CITY'S CONTINUING SERVICES AGREEMENT AS AUTHORIZED BY RESOLUTION NO. R-2022-138, FOR A CONTRACT AMOUNT OF $82,275.00; PROVIDING FOR A CONTINGENCY IN THE AMOUNT OF $4,113.75 (5% OF CONTRACT), FOR A TOTAL PROJECT BUDGET OF $86,388.75; INCLUDING THE PREPARATION OF DETAILED PLANS AND SPECIFICATIONS, BIDDING ASSISTANCE, AND ENGINEERING SERVICES DURING CONSTRUCTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is committed to the beautification of the entire community, striving to enhance neighborhood appearance, public spaces, and overall quality of life for residents; and

WHEREAS, the City of Tamarac is a vibrant, diverse, and growing community that values civic pride, innovation in public infrastructure, and the creation of welcoming, attractive spaces for residents, businesses, and visitors; and

WHEREAS, Commercial Boulevard serves as one of Tamarac's most heavily traveled corridors, particularly during the holiday season, creating an ideal location to enhance public spaces with professionally designed decorative and holiday lighting; and

WHEREAS, the city seeks to bring high-quality, safe, and visually appealing enhancements to the medians along Commercial Boulevard, creating a welcoming environment for residents, businesses, and visitors; and

WHEREAS, Carnahan Proctor and Cross, Inc. has been selected as one of the City's qualified consultants under a City of Tamarac Continuing Services Agreement, authorized by Resolution No. R-2022-138 and procured accordance with RFQ No. 22-01Q, and is qualified to perform the required services; and

WHEREAS, Task Authorization No. 26-09D with Carnahan Proctor and Cross, Inc. outlines professional engineering and electrical design services necessary for the Commercial Boulevard Electrical Upgrade and Holiday Lighting Project, including: site data collection and surveying; engineering field evaluations; engineering meetings and project coordination; development of 60% and 100% electrical design plans; permitting assistance; coordination with the Florida Department of Transportation (FDOT) and Florida Power & Light (FPL); limited bidding support; and Sign Placing Recommendations in the amount of $82,275.00 for the design phase; and

WHEREAS, Task Authorization No. 26-09D also includes Construction Administration services, to be used on an as-needed basis during the implementation of the construction work; and

WHEREAS, funding is available in Project Number PW26B, Account No. 315-5020-539.63-13, with a total balance of $480,000.00; and

WHEREAS, the City Commission of the City of Tamarac has determined that approval of Task Authorization No. 26-09D is in the best interest of the City and its residents, supporting public beautification, safety, and enhancement of the City's most

prominent public corridors; and

WHEREAS, it is the recommendation of the Director of Public Services, Director of Financial Services, and Procurement and Contracts Manager that the appropriate City Officials approve Task Authorization No. 26-09D to Carnahan Proctor and Cross, Inc. to provide Electrical Engineering Design, Permitting and Construction Administration Services for the Commercial Boulevard Electrical Design Project, attached hereto as Exhibit "1", incorporated herein and made a specific part of this Resolution; 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 Task Authorization No. 26-09D to Carnahan Proctor and Cross, Inc. to provide Electrical Engineering Design, Permitting and Construction Administration Services for the Commercial Boulevard Electrical Design and Holiday Lighting Project at a total contract cost of $82,275.00, with a 5% contingency in the amount of $4,113.75 for a total not-to-exceed amount of $86,388.75.

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 approves the execution of Task Authorization No. 26-09D with Carnahan Proctor and Cross, Inc. for professional Electrical

Engineering Design, Permitting and Construction Administration Services for the Commercial Boulevard Electrical Design and Holiday Lighting Project at a total contract cost of $82,275.00, with a 5% contingency in the amount of $4,113.75 for a total not-to-exceed amount of $86,388.75.

SECTION 3: The City Manager, or designee, is hereby authorized to execute Task Authorization No. 26-09D and all associated documents necessary to effectuate the intent of this Resolution.

SECTION 4: Funding in the not-to-exceed amount of $86,388.75 shall be made available from Account No.315-5020-539.63-13, Project No. PW26B.

SECTION 5: All expenditure of contingency funds shall be pre-approved in writing by the City Manager and shall only be used for services outside the original scope of Task Authorization.

SECTION 6: The City Manager, or his designee, are hereby authorized to make changes, issue change orders not to exceed $65,000.00 per Section 6-147 of the City Code, and close the contract award including, but not limited to making final payment within the terms and conditions of the contract and within the contract price.

SECTION 7: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 9: This Resolution shall become effective immediately upon its

passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____,2026.

_____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: V/M BOLTON	_____
DIST 2: COMM. WRIGHT JR	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

_____
HANS OTTINOT
CITY ATTORNEY

AGREEMENT FOR PROFESSIONAL SERVICES

Carnahan Proctor and Cross, Inc.
814 S. Military Trail
Deerfield Beach, Florida 33442
Phone: 954.972.3959
Fax: 954.972.4178
www.carnahan-proctor.com

☒ New Contract
☐ Amendment No:

Date: 12/16/2025
Proposal No: P25-139
Task Authorization No.: 26-09D

Project Name: City of Tamarac – Electrical Design Services for Holiday Lighting

Civil Engineering
Surveying/Geomatics
Traffic & Transportation Services

To: Christopher Lyle – Project Manager
6011 Nob Hill Road
Tamarac, FL 33321
954-597-3704
christopher.lyle@tamarac.org

☐ Fixed Fee
☐ Maximum Upset Fee
☒Time & Expenses
☐Other

Estimated Fee: $82,275.00 Please see Fee Summary

Scope of Services: See Attached Scope of Services which are made a part of this Agreement.

Please execute this Client Authorization for Carnahan Proctor and Cross, Inc. to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to CPC.

☒Subject to attached terms & conditions

☐ Subject to terms & conditions in our original Agreement dated:

Carnahan Proctor and Cross, Inc. Authorization

By: Sandra Zumpano

Title: Project Manager

Date: 12/16/2025

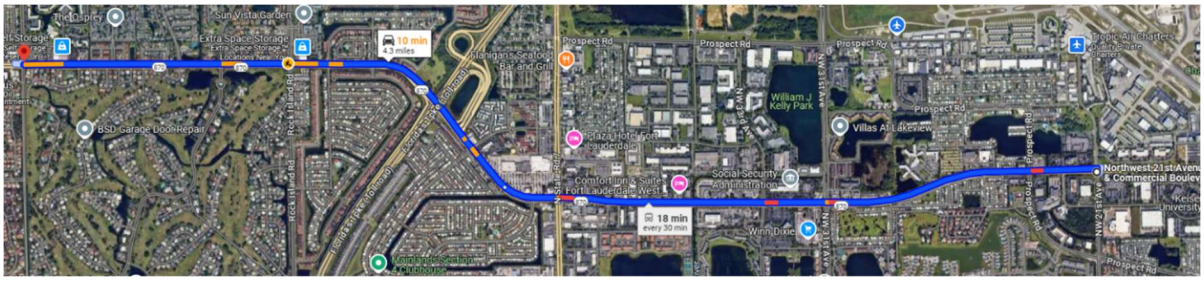
Client Authorization *(Please sign original and return)*

By:

Title:

Date:

PROJECT DESCRIPTION: The City of Tamarac has requested Carnahan Proctor and Cross, Inc (CPC) to include professional services to assemble an Electrical Analysis Report and Electrical Design Plans along Commercial Blvd. (FDOT-owned roadway) from NW 64th Avenue to NW 21st Avenue, per Exhibit A-1 provided by the Client.



SCOPE OF SERVICES

This Agreement is comprised of Part I and Part II. Part I includes details of the services to be performed, timing of the services and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are general terms of the engagement between the City of Tamarac, hereinafter called the "Client," and Carnahan Proctor and Cross, Inc. (CPC).

This Agreement is based on CPC's understanding of the project needs and has been developed to provide a high quality of service and deliverables. The services to be provided under this contract are more specifically described below. Please review this scope carefully to check that it fulfills your needs for this project. If you have questions or comments regarding any aspect of this proposal, please contact the undersigned.

- Furnish and Install GFCI receptacles on with minimum 4" height requirement along Commercial Blvd in the median areas (per City's Engineering Division Plans dated 1/15/2025) to include at least two (2) outlets and placed at +/-100' internals with a service voltage of 120V. The intent of these GFCI receptacles is to power holiday lights. In addition, the proposed design will include protection around GFIs.
- Utilize existing FPL transformers or existing power sources within the median along Commercial Blvd. to power the GFCI receptacles.
- Coordinate with FPL for power service connection and metering.
- Permitting efforts with FDOT District 4 to work within FDOT right of way and submit documents for FDOT approval on the One Stop Permitting Site.
- Coordinate with FDOT on MOT Plan and permit for contractor to acquire.
- Coordinate with the City of Tamarac during the entire design process.
- Electrical Power Panel sizing and voltage drop calculations (EAR). Multiple panels and circuitry are required, locations of which will be coordinated with FPL and the City, to be included inside the FDOT ROW or within a permitted easement area that needs to be determined.
- Electrical Design Plans.

DELIVERABLES

- Survey CAD and PDF Format
- Field Inventory Report
- Electrical Analysis Report (60% and 100%)
- Electrical Design Plans (60% and 100%)

SCHEDULE:

Upon NTP, Approximate Schedule = 5 months (21 weeks) with time built in for FDOT/City Reviews and permitting efforts. Please see the attached Schedule Chart. Note that this schedule assumes that the Authorities Having Jurisdiction will provide feedback/comments within two weeks from submittal, if there are any fluctuations with these reviews, CPC will adjust the schedule accordingly.

Once Client provides a date for Notice to Proceed (NTP), CPC will prepare a Microsoft Project Gantt Chart.

SERVICES NOT INCLUDED:

The scope doesn't include time for SUE, Geotech, Structural analysis, and CEI services. MOT plans and permits should be the responsibility of the Contractor (Brandano Displays, Inc.). However, if the City requires CPC to perform these services, they could be included as Supplemental Services.

PART I

Task 1: Survey

CPC will prepare a Specific Purpose Survey for preparation of electrical engineering design. The deliverable assumes that 10 power sources and bores will be needed. This task is based on 10 proposed crossings from the South ROW to the median of Commercial Blvd. Additionally, the cross-sections paths for bores will be 5 feet wide and will establish ROW lines. If additional cross-sections are needed, this can be provided as an Additional Service.

Deliverable: .DWG CAD file for Engineering Design, if needed 11x17 Specific Purpose Survey PDF.
Duration: Four (4) weeks from NTP.

Task 2: Initial Engineering Meeting

CPC will conduct an initial engineering meeting with FDOT and the Client to discuss the scope of the project. Since all the work is being conducted within the FDOT right of way, design and submittal requirements will be discussed to facilitate an agreed-upon strategy to avoid any repeat work.

Deliverable: Within 24 hours of meeting with FDOT, CPC will prepare a Meeting Summary and will be delivered to Client via email.
Duration: CPC assumes that a meeting with FDOT can be scheduled within two (2) weeks from NTP.

After FDOT's concurrence on the design methodology, CPC will embark on Tasks 3 & 11.

Task 3: Field Evaluation Meeting with FDOT, FPL, and Client

A field walk-through will be conducted to confirm the locations of the receptacles and identify power source and load center locations within the existing ROW. The client can invite Brandano Displays, Inc., the vendor who will be installing the system.

Deliverable: Not Applicable
Duration: One (1) business day

Task 4: **Field Investigation – CPC Team**
The CPC design team will visit the field to reconfirm the locations of the receptacles, power source, and load center locations within the existing ROW. This meeting intends to inventory any potential conflicts or field issues, before the commencement of the design activities.

Deliverable: Field Inventory Report
Duration: One (1) week after receipt of Survey provided by CPC

Task 5: Electrical Design (Holiday Lighting)
The CPC design team will facilitate the FPL Power coordination to complete the Load Panel design and breaker/conductor sizing. Voltage drop and panel load calculations will be completed for all service points and panels at the identified transformer locations. All services will be metered.

Deliverable: Voltage Drop and Panel Load Calculations Report
Duration: Three (3) months after receipt of Survey provided by CPC

Task 6: Electrical Design Plans (60%)
The plans will be assembled by the Survey provided by CPC, including a full set of plans for all electrical hardware and GFCI pedestals in CADD format. Submittal will include a cover Sheet, Tabulation of Quantities, General Notes, GFCI data sheet, GFCI Plan Sheets, and Service Point Detail Sheets.

Deliverable: Full Set of Plans in PDF format
Duration: Two (2) months after receipt of Survey provided by CPC

Task 7: **Electrical Design Plans (100%)**
This task will include items from Task 5 and address review comments, including pay items, quantities, and construction costs for bidding.

Deliverable: Full Set of Plans in PDF format
Duration: Three (3) months after receipt of Survey provided by CPC

Task 8: **FDOT Permitting Efforts**
This task includes the permitting efforts with FDOT, including filing the required documents on the FDOT One Stop Permitting Site. The objective is to obtain the Construction Agreement. The FDOT MOT Permit will be submitted by the Contractor before construction commencement.

Deliverable: FDOT Approval
Duration: Two (2) months after task 6. This duration assumes that FDOT will provide feedback/comments within two (2) weeks from submittal.

Task 9: Project Coordination, Attend Meetings with FDOT, Client and FPL
This task includes meetings with the various entities during the design development process.
Deliverable: Not Applicable
Duration: Duration of Project

Task 10: Utility Coordination & Certification
CPC will conduct utility coordination with all necessary agencies to avoid any utility impacts.
Deliverable: Not Applicable
Duration: Duration of Project

Task 11: Post Design Services Bidding and Permitting
CPC will provide bidding assistance and response to comments which will be incorporated into Conformed Construction Documents. This task also includes intermittent inspections for purposes of certification of the completed project only.
Summary of Quantities and Drawings will be utilized as Bid Tab for use of City Standard Bid Documents Forms.

Deliverable: Summary of Quantities and Drawings
Duration: Two (2) months

Task 12: Sign Placing Recommendations
CPC will provide a set of plans indicating zones of maximum sign placements within the medians; approximate distances from intersections, turn lanes & median noses.

Deliverable: Plans in PDF format
Note: CPC recommends that this task is performed by sign placement vendor.

CLIENT-FURNISHED INFORMATION

It is understood that CPC will perform services under the sole direction of the Client. In the performance of these services, CPC will coordinate its efforts with those of other project team members and other consultants, as required. The client shall provide CPC with all existing project-related technical data required to complete the consultant's scope of services. CPC will rely upon the accuracy and completeness of client-furnished information in connection with the performance of services under this Agreement.

ADDITIONAL SERVICES

The Consultant will provide Additional Services upon written request from the Client. The scope and fee required for these services will be identified, negotiated, and a supplemental agreement executed prior to initiation of the professional service.

SERVICES NOT INCLUDED

The following services are not included in this Agreement at this time:

- Any services not included herein
- Environmental Services
- Utility Relocation
- Stormwater Design
- Landscape/Irrigation/Hardscape Plans
- Modifications or Amendments to any existing Jurisdictional Agreements
- Structural Design
- Traffic Study
- Geotechnical Investigation

- ACOE permitting or support of Environmental consultant in the ACOE permit process.
- Recording of Easements
- Title Work

Should work be required in these areas, or areas not previously described, CPC will prepare a proposal or amendment, at the client's request, which contains the Scope of Services, fee, and schedule required to complete the additional work items.
CPC will rely upon the accuracy and completeness of client-furnished information in connection with the performance of services under this Amendment. Re-designs of the site that are substantial, and required by the client or jurisdictional agency, will require contract amendments.

SCHEDULE

CPC will begin performance of the above services on the date written authorization to proceed is received. CPC's production schedule is subject to the timely delivery of information promised by the Client and is exclusive of Client and local review of interim products. If the Client requests that work under this Agreement be stopped for more than 60 days, the schedule is subject to renegotiation when written authorization to proceed is received.

COMPENSATION

CPC will perform the Scope of Services contained in this Agreement on an Hourly Not to Exceed basis at the standard hourly billing rates in effect at the time the work is performed up to a Fee of **$ 82,275.00**. This Fee will be considered as the Fee for the complete project. The individual task estimated fees are included for budgeting only and may vary throughout the contract. Modifications in scope and or schedule may cause a re-evaluation of the fees.

In addition to the labor compensation, CPC shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; telephone charges; shipping, postage, and courier service charges; purchase of maps and similar documents, subcontracts; etc. CPC estimates the reimbursable expenses at **$500.00**.

Please see Exhibit A-2 – Estimate of Labor Effort and Cost.

END of Scope of Services

Fee Summary

Task	Lump Sum	Hourly NTE
Task 1: Survey		$26,000.00
Task 2: Initial Engineering Meeting		$660.00
Task 3: Field Evaluation Meeting with FDOT, FPL, and Client		$752.50
Task 4: Field Investigation – CPC Team		$752.50
Task 5: Electrical Design (Holiday Lighting)		$8,825.00
Task 6: Electrical Design Plans (60%)		$15,455.00
Task 7: Electrical Design Plans (100%)		$6,250.00
Task 8: FDOT Permitting Efforts		$3,060.00
Task 9: Project Coordination, Meetings with FDOT, Client, FPL		$4,270.00
Task 10: Utility Coordination & Certification		$3,750.00
Task 11: Post Design Bidding and Permitting		$8,800.00
Task 12: Sign Placing Recommendations		$3,200.00
Subtotal:		**$81,775.00**
Expenses		$500
TOTAL:	**$82,275.00**	

CARNAHAN PROCTOR & CROSS

EXHIBIT A-2
ESTIMATE OF LABOR EFFORT AND COST

PROJECT NAME: Commercial Blvd. from NW 64th Avenue to NW 21st Avenue - Electrical Design Services for Holiday Lighting.

CONSULTANT: Carnahan, Proctor and Cross

DATE: 12/16/2025

CLIENT: City of Tamarac

PROJECT NO.

PREPARED BY: SZ

	Labor Classification	Senior Principal		Sr. Transportation Engineer		Project Engineer				Senior Survey Project Manager		Project Surveyor		Three/P Survey Crew		HOURS PER TASK	COST PER TASK
	SUMMARY OF TASKS	Hours	Billing Rate $ 300.00	Hours	Billing Rate $ 220.00	Hours	Billing Rate $ 125.00	Hours	Billing Rate $ -	Hours	Billing Rate $ 175.00	Hours	Billing Rate $ 150.00	Hours	Billing Rate $ 200.00		
1	Survey		$ -		$ -		$ -		$ -	16	$ 2,800.00	48	$ 7,200.00	80	$ 16,000.00	144.00	$ 26,000.00
2	Initial Engineering Meeting			3	$ 660.00		$ -									3.00	$ 660.00
3	Field Evaluation Meeting with FDOT, FPL, and Client		$ -	2	$ 440.00	2.5	$ 312.50		$ -		$ -		$ -		$ -	4.50	$ 752.50
4	Field Investigation – CPC Team		$ -	2	$ 440.00	2.5	$ 312.50		$ -		$ -		$ -		$ -	4.50	$ 752.50
5	Electrical Design (Holiday Lighting)		$ -	10	$ 2,200.00	53	$ 6,625.00		$ -		$ -		$ -		$ -	63.00	$ 8,825.00
6	Electrical Design Plans (60%)	1	$ 300.00	24	$ 5,280.00	79	$ 9,875.00		$ -		$ -		$ -		$ -	104.00	$ 15,455.00
7	Electrical Design Plans (100%)	1	$ 300.00	10	$ 2,200.00	30	$ 3,750.00				$ -		$ -		$ -	41.00	$ 6,250.00
8	FDOT Permitting Efforts	1	$ 300.00	8	$ 1,760.00	8	$ 1,000.00				$ -		$ -		$ -	17.00	$ 3,060.00
9	Project Coordination, Attend Meetings with FDOT, Client and FPL	0	$ -	16	$ 3,520.00	6	$ 750.00				$ -		$ -		$ -	22.00	$ 4,270.00
10	Utility Coordination & Certification	0	$ -	0	$ -	30	$ 3,750.00				$ -		$ -		$ -	30.00	$ 3,750.00
11	Post Design Bidding and Permitting	11	$ 3,300.00	25	$ 5,500.00	0	$ -				$ -		$ -		$ -	36.00	$ 8,800.00
12	Sign Placing Reccommendations	2	$ 600.00	5	$ 1,100.00	12	$ 1,500.00				$ -		$ -		$ -	19.00	$ 3,200.00
	STAFF TOTALS	16	$ 4,800.00	105	$ 23,100.00	223	$ 27,875.00	0	$ -	0	$ -	0	$ -	0	$ -	488.00	$ 81,775.00

NOTES:

1. Subconsultant tasks (if any) shall be provided as a not-to-exceed lump sum expense

TOTAL LABOR	**$ 81,775.00**
EXPENSES	$500.00
GRAND TOTAL FEE	**$ 82,275.00**

PART II
Standard Contract Terms and Conditions
Carnahan Proctor and Cross, Inc.

Exhibit "B"

Carnahan Proctor and Cross, Inc.

HOURLY RATE SCHEDULE

Senior Principal	$ 300.00
Principal	$ 290.00
Director of Engineering	$ 265.00
Senior Transportation Engineer	$ 220.00
Senior Engineering Project Manager	$ 205.00
Senior Engineer	$ 185.00
Senior Survey Project Manager	$ 175.00
Engineering Project Manager	$ 165.00
Senior Project Engineer	$ 160.00
Survey Project Manager	$ 155.00
Project Surveyor	$ 150.00
Senior Project Biologist	$ 145.00
Certified Arborist	$ 135.00
Environmental Compliance Inspector	$ 125.00
Project Engineer	$ 125.00
Senior Planner	$ 120.00
Senior Landscape Architect	$ 120.00
Engineer	$ 115.00
Project Biologist	$ 115.00
Senior CAD Technician	$ 105.00
Planner	$ 100.00
Landscape Architect	$ 100.00
Arborist	$ 95.00
Engineering Intern	$ 95.00
CAD Technician	$ 85.00
Senior Inspector	$ 115.00
Inspector	$ 90.00
Administrative Assistant	$ 75.00
Field Survey/SUE Crew (3-person)	$ 200.00
Field Survey/SUE Crew (2-person)	$ 155.00
High Definition Laser Scan Crew	$ 250.00
Aerial Drone Crew	$ 150.00
Expert Witness (Prep and Testimony)	$ 300.00

GENERAL PROVISIONS

1. The hourly rates as shown are valid through December 31, 2025.
2. Labor fees include Permit processing presently required by applicable Governmental Agencies and normal meetings with staff of said agencies to resolve design questions but does not include representation before public bodies or meetings considered out of the ordinary.
3. The fees do not include submittal fees, soil boring and Percolation tests and fees, Permit fees, impact fees, printing costs, courier services, long distance phone calls or other non-service charges. Any said costs encountered by Carnahan, Proctor and Cross, Inc. (CPC) shall be charged to the CLIENT on a reimbursable expense basis.
4. Any additional work requested would be performed for the rates in effect at the time of written authorization from CLIENT.
5. CPC shall submit invoices to the CLIENT on or near the first day of the month based on work completed. Payment to CPC by CLIENT shall be due on or by the 30th day following receipt of the invoice. Invoices not paid within this time frame shall be assessed interest thereafter at a rate of 1.5% per month on the unpaid balance. Disputes on the accuracy of any invoice shall be provided to CPC in writing within ten (10) days of receipt of said invoice. All invoices or portions thereof not disputed in writing are due and owing as previously provided. CPC may, after seven (7) days written notice, suspend all work if payment for our services becomes 60 days overdue. If an attorney is retained to collect unpaid fees or to enforce other rights under this Agreement, the CLIENT agrees to pay for reasonable expenses including attorney's fees, court cost and the expenses incurred by CPC.
6. CLIENT and CPC shall have the right to terminate this agreement for any reason whatsoever, by giving the other party thirty (30) days prior written notice. CLIENT shall pay to CPC all sums due CPC to the date of termination.
7. If CLIENT becomes insolvent, commits any act of bankruptcy, should the account become more than 90 day in arrears, or if the CLIENT shall unreasonably interfere with the performances of said services described herein, CPC shall have the right to immediately terminate this agreement. CLIENT shall be notified in writing by CPC that CLIENT has failed to conform to the conditions of this agreement and that CPC has exercised the right to terminate this agreement. The CLIENT shall thereupon promptly pay CPC for all work performed up to the date of termination.
8. This agreement and any legal action concerning its validity, interpretation and performance shall be governed by the laws of the State of Florida. Any legal action arising out of this contract or the performance of the services shall be brought in a court of competent jurisdiction in the county of Broward, Florida.
9. Any second time or additional staking that exceeds the number of stake outs, if so stipulated in the contract, for items previously staked, but lost due to field construction is considered a re-stake, authorized by the signing party of this contract and to be charged on an hourly basis as shown on the Hourly Rate Schedule.
10. The CLIENT agrees that the printed, signed and sealed hard copy construction document is the actual contract deliverable and that any electronic files or copies are provided for the client’s convenience only.
11. The CLIENT is aware that differences may exist between the electronic files delivered and the printed signed and sealed hard-copy construction documents. In the event of a conflict between the signed and sealed hard copy construction documents prepared by CPC and electronic files, the signed and sealed hard copy construction documents shall govern.
12. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by CPC, the CLIENT agrees that all such electronic files are instruments of service of CPC, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.
13. The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of CPC. The CLIENT further agrees to waive all claims against CPC resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than CPC.
14. The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless CPC, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including attorney’s fees and defense costs, arising from any changes made by anyone other than CPC or from any reuse of the electronic files without the prior written consent of CPC.

15. Because information presented on the electronic files can be modified, unintentionally or otherwise, we reserve the right to remove all indicia of ownership and/or involvement from each electronic display.
16. Any and all retainers provided by the CLIENT at the contract commencement will be applied to the final invoice for all services rendered, unless otherwise agreed to by CLIENT and CPC.
17. In performing its professional services hereunder, CPC will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by CPC's undertaking herein or its performance of services hereunder. CPC agrees to hold the CLIENT harmless from loss, damage, injury, or liability arising directly and solely from the negligent errors, acts or omissions of CPC, its employees, agents, subcontractors and their employees and agents but only to the extent set forth as follows. To the fullest extent of the law, and notwithstanding any other provisions of this agreement, the total liability in the aggregate of CPC and CPC 's officers, directors, employees, agents and CPC's subconsultants, and any of them, to the CLIENT or to anyone claiming by, through and under the CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this agreement from any cause or causes including but not limited to, the negligence, professional errors, acts or omissions, strict liability or breach of contract or any warranty express or implied of CPC or CPC's officers, directors, employees, agents, CPC's subconsultant or any of them, shall not exceed the total compensation received by CPC under this agreement or $25,000.00, whichever is greater. Under no circumstances does this apply due to changed conditions or for costs related to the failure of contractors or materialmen to install work in accordance with the plans and specifications.
18. The CLIENT understands the pre-design survey limitations. CLIENT agrees to hold CPC harmless as a result of unforeseen utility conflicts encountered during construction. The location of existing underground utilities shown on the design plans will be determined based upon the best information available, without benefit of physically excavating to obtain exact locations. The above ground pre-design survey, local municipality utility atlases, and available as-built surveys will be used as a basis-of-design.
19. CPC shall not be required to execute any documents subsequent to the signing of this agreement that in any way might, at the sole judgment of CPC, increase CPC's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. CPC reserves the right to change or negotiate any language that would alter its risks or insurance cost or availability and requires sufficient time to review such documents presented for execution.
20. **PURSUANT TO FLORIDA STATUTES §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CPC CANNOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES CONTRACT OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER. BY SIGNING THIS AGREEMENT, YOU HAVE ACCEPTED THIS LIMITATION OF LIABILITY**.

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21
Notice to Proceed (NTP)	●																				
Survey	●	●	●	●	●																
Initial Engineering Meeting with FDOT	●	●																			
Field Evaluation Meeting with FDOT, FPL, Client			●																		
Field Investigation						●															
Electrical Design (Holiday Lighting)						●	●	●	●	●	●	●	●	●	●	●	●				
Electrical Design Plans (60%)						●	●	●	●	●	●	●	●								
Electrical Design Plans (100%)						●	●	●	●	●	●	●	●	●	●	●	●				
FDOT Permitting**														●	●	●	●	●	●	●	●
Project Coordination and Meetings	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Utility Cooridnation & Certification	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Post Design Services Bidding & Permitting														●	●	●	●	●	●	●	●

** This task assumes that FDOT will provide comments within two weeks from submittal

EXHIBIT A-1

TAMARAC

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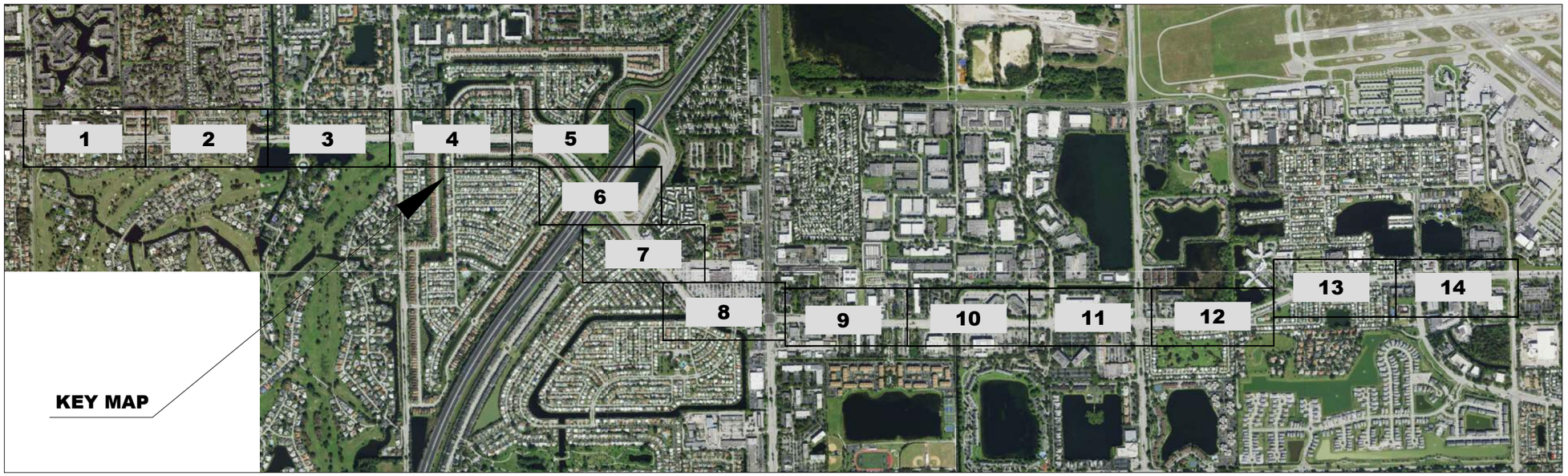
City of Tamarac

Public Services Department

Engineering Division



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○	TRANSFORMER POLES
DBP	Directional Bore w/Meter
DB	Directional Bore

NOTES

1. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING - ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO EOR WITHOUT DELAY.
2. THE PUBLIC ROADWAY(S) INDICATED ON THESE PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE 2016 "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS & HIGHWAYS - STATE OF FLORIDA".
3. A PERMIT FOR CONSTRUCTION MUST BE OBTAINED FROM THE BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION AND CITY OF TAMARAC ENGINEERING DIVISION PRIOR TO COMMENCING CONSTRUCTION IN THE PUBLIC RIGHT OF WAY.

BID SET

January 2025

Seal:

Mustafa Albassam, P.E.
FL. NO. 76998

C-0

COVER SHEET

1/15/2025

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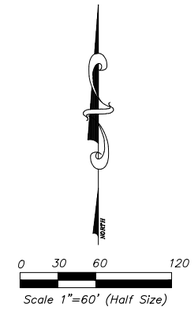
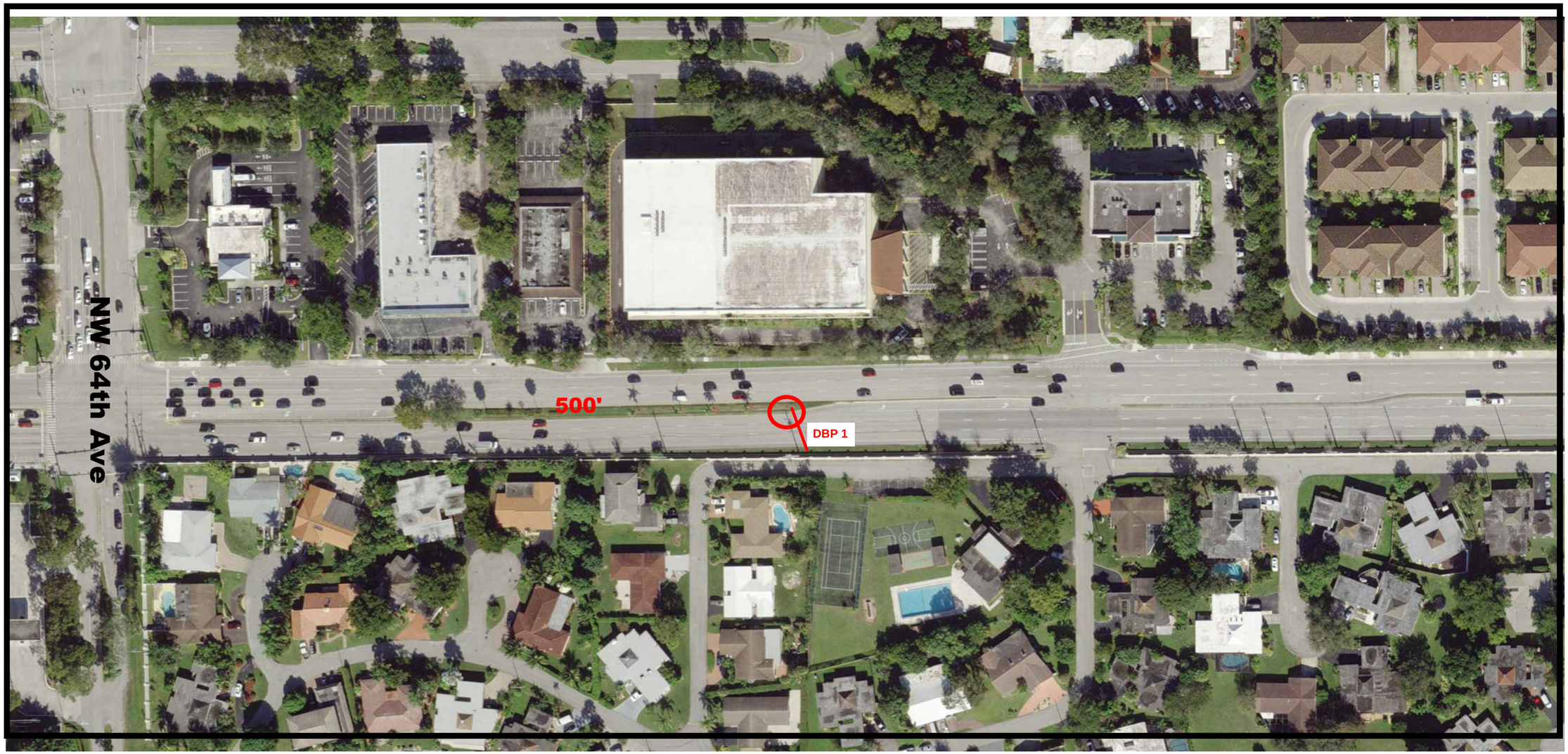
PUBLIC SERVICES DEPARTMENT

ENGINEERING DIVISON





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PUBLIC SERVICES DEPARTMENT
ENGINEERING DIVISION

MUSTAFA ALBASSAM, P.E
FL. NO. 76998

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CHECKED : M.O.A.

DATE : 1.15.2025

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SHEET TITLE

C-1

SHEET NUMBER

SITE PLAN

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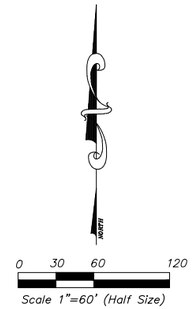

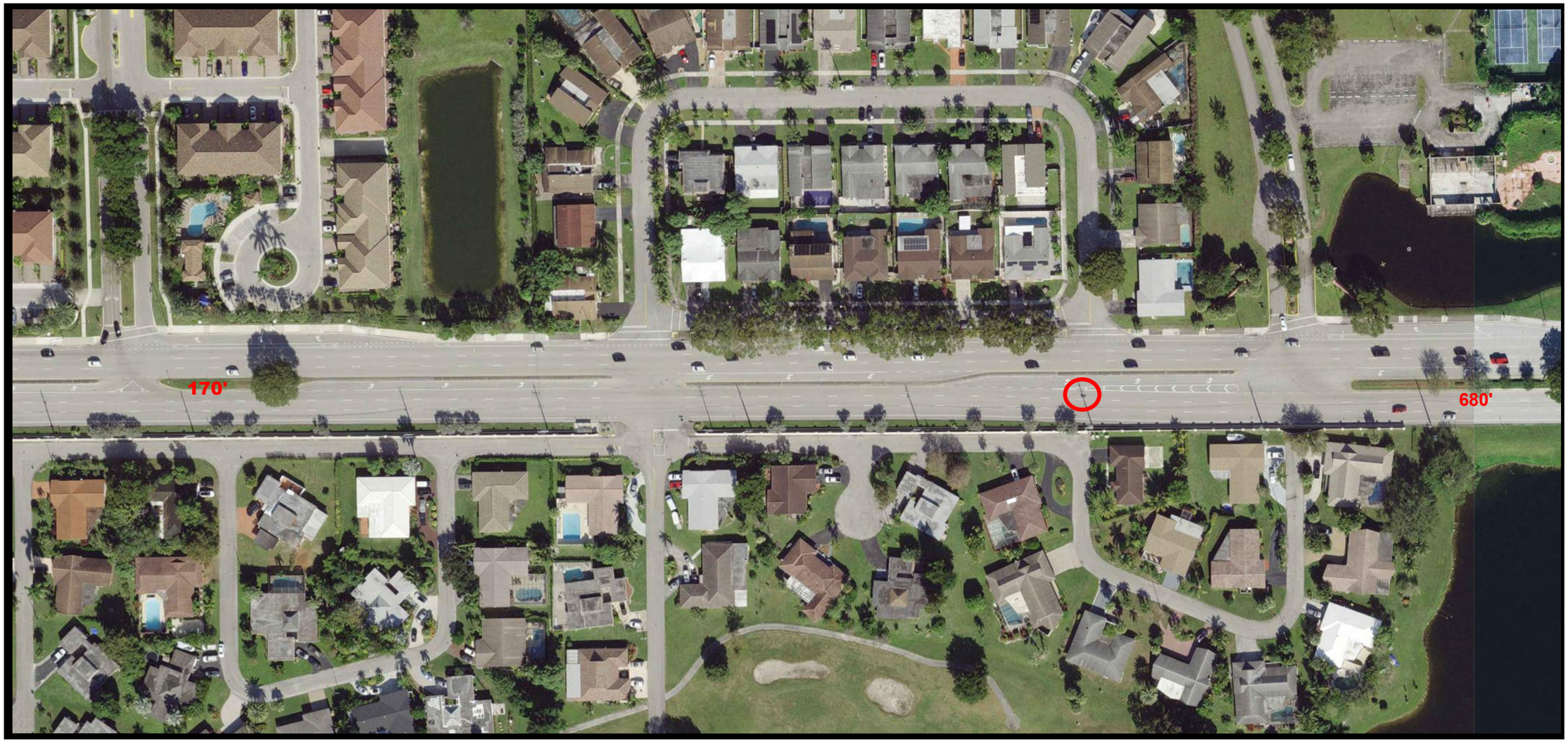

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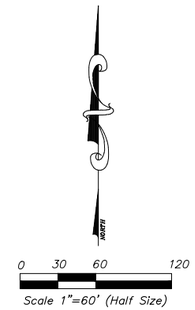

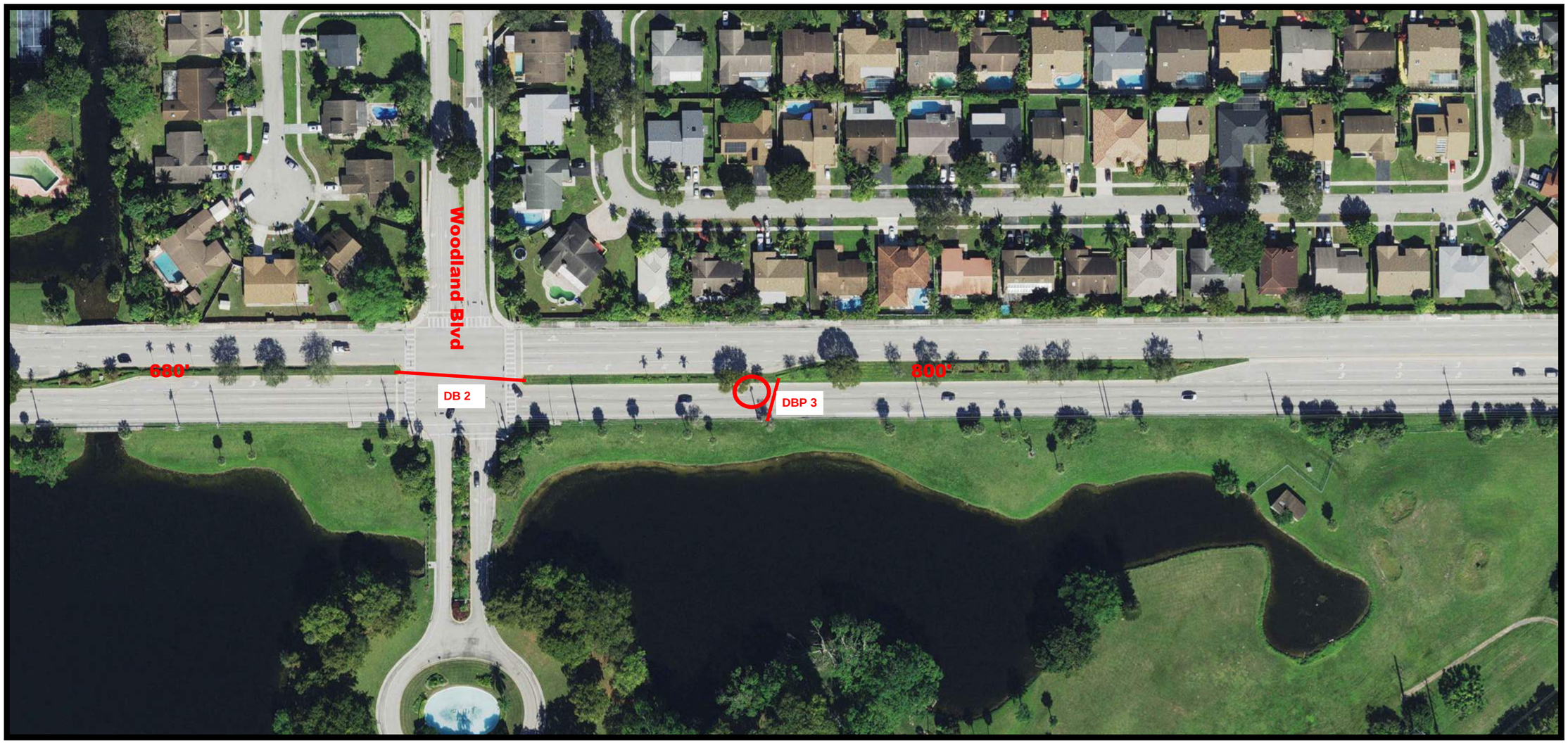

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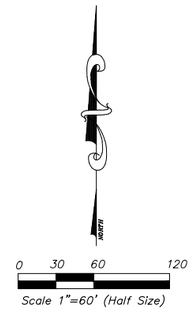

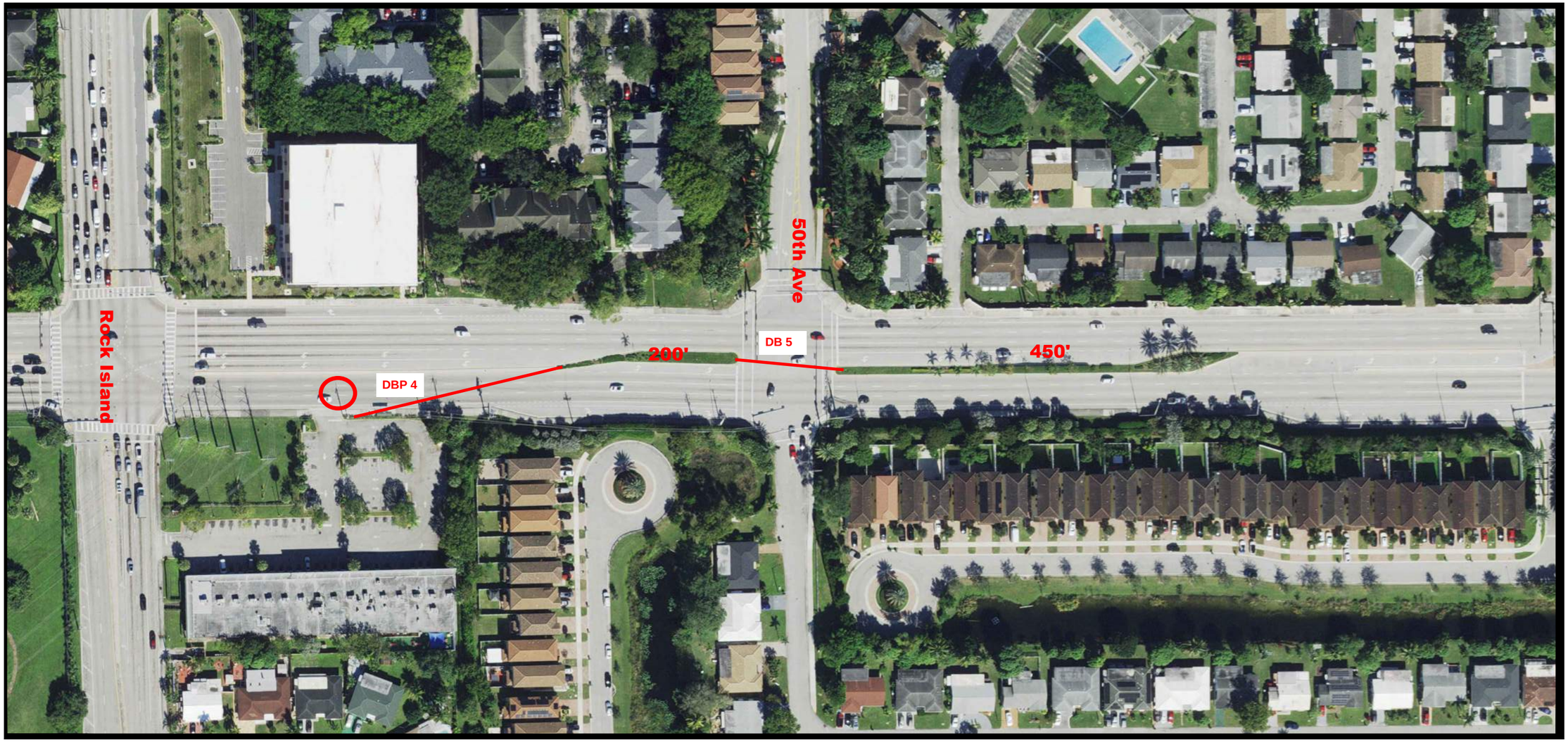

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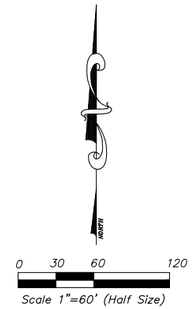

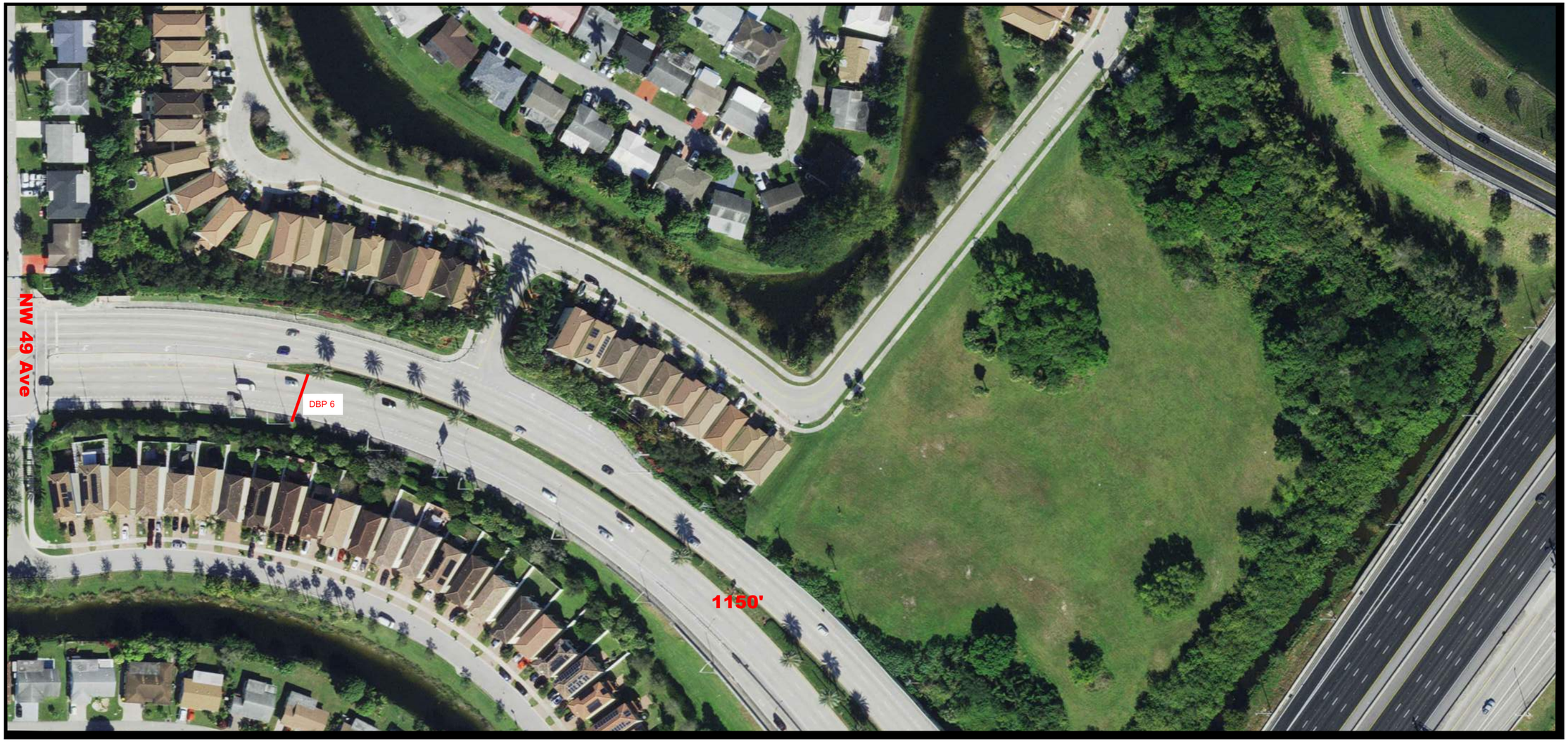

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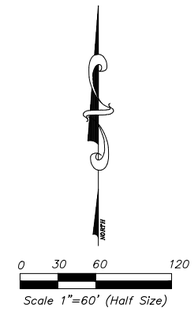

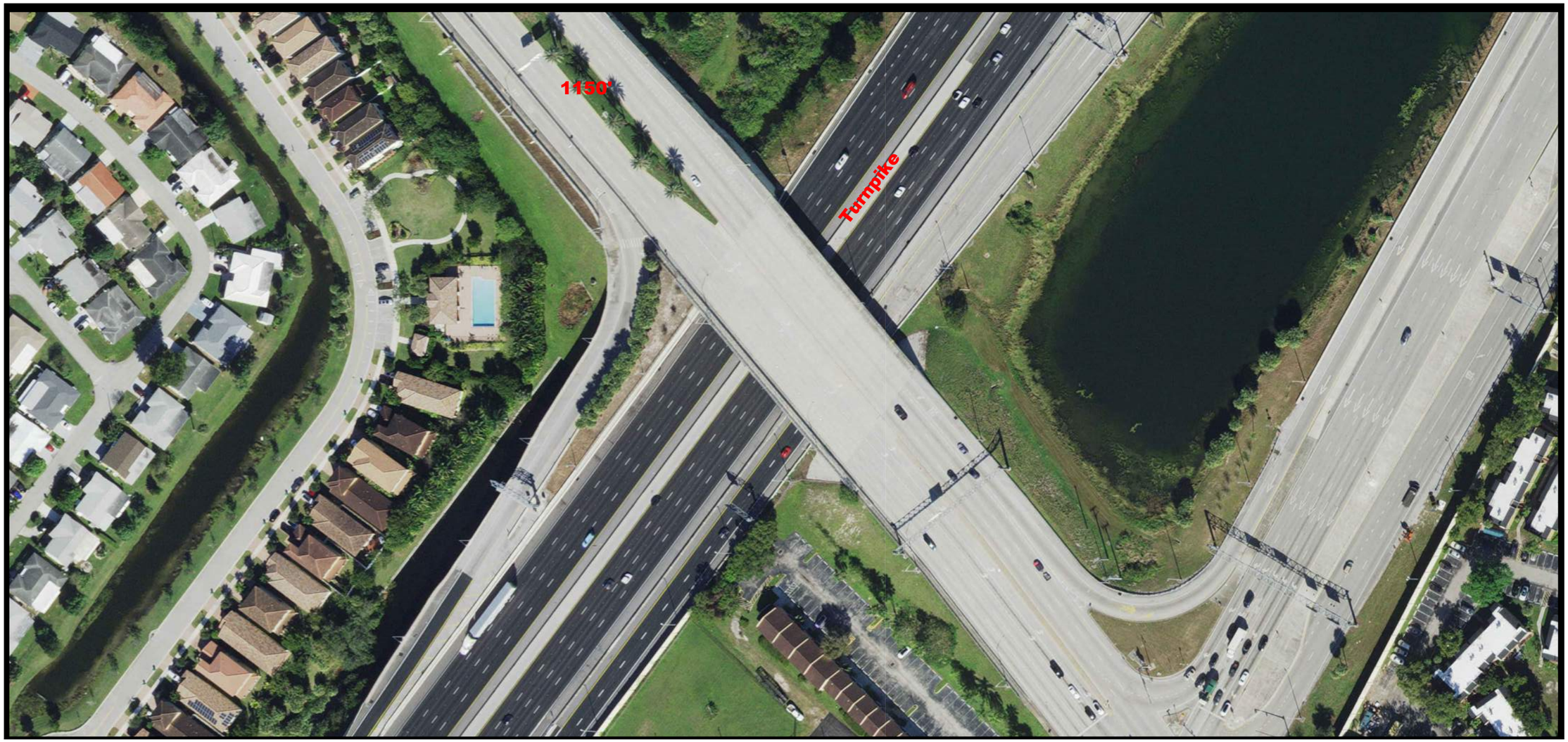

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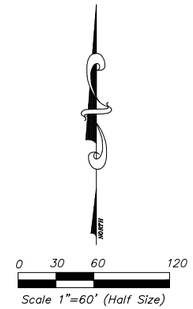

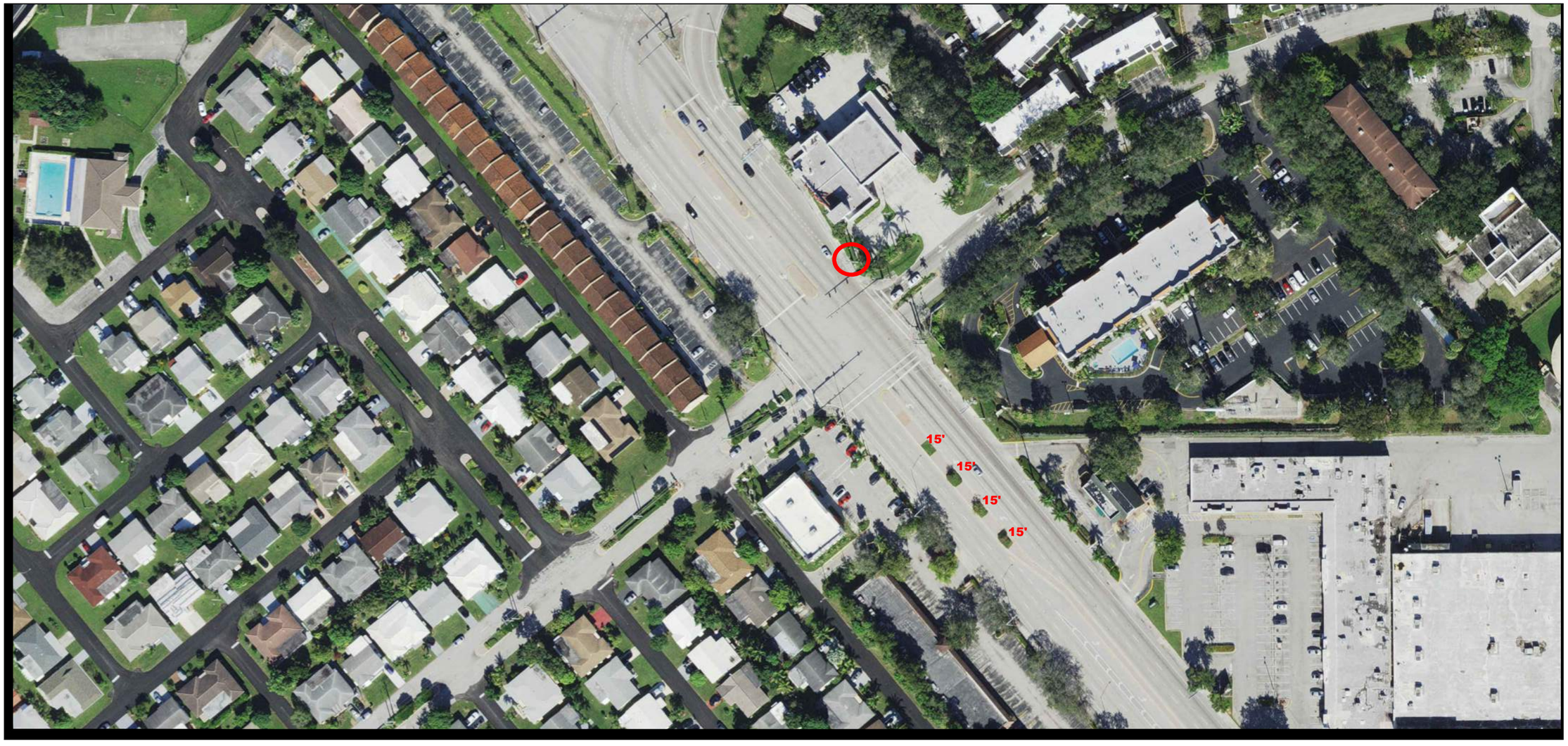

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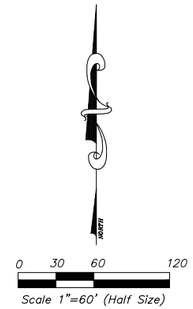



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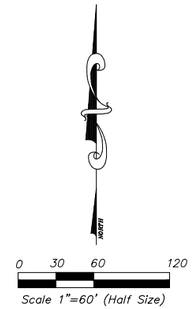

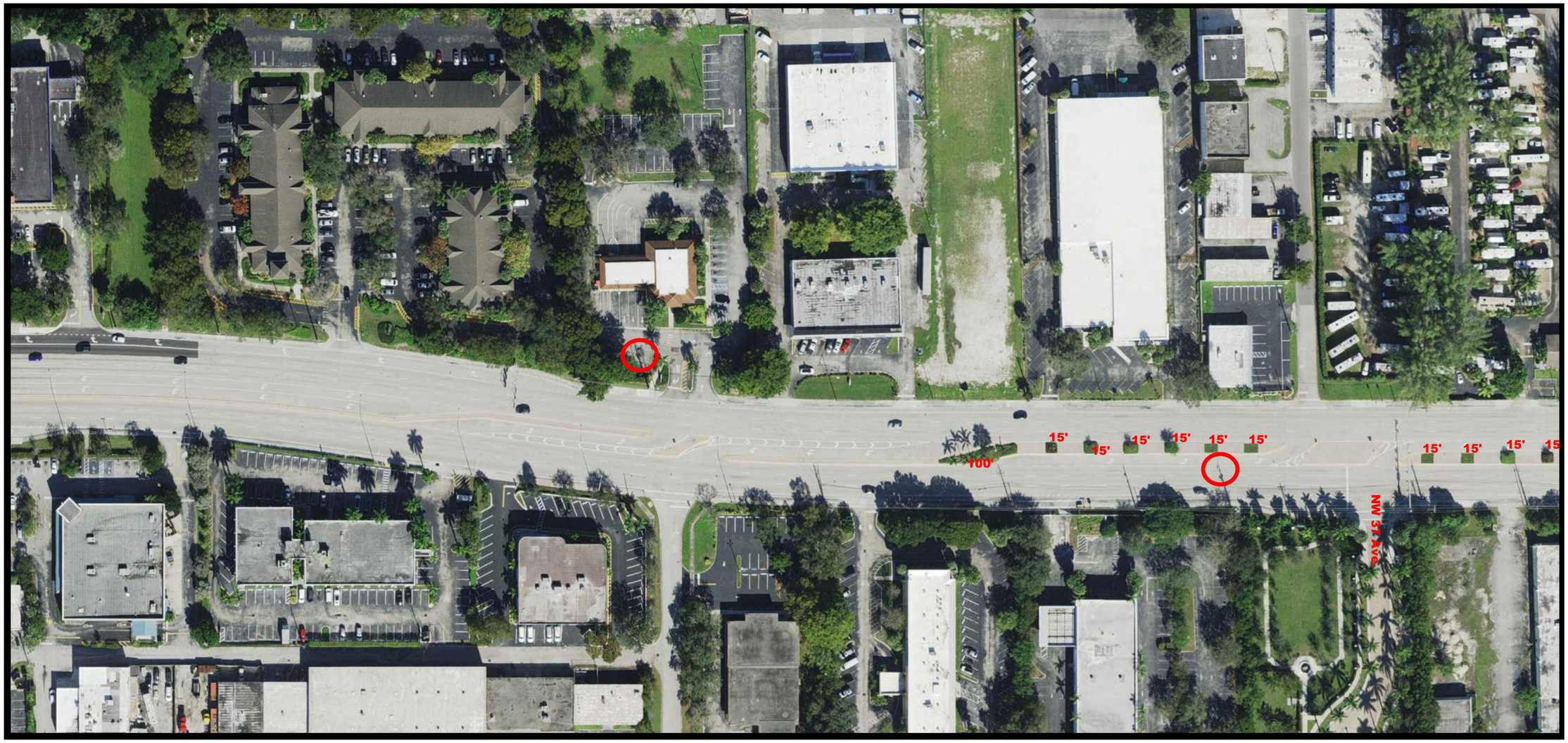

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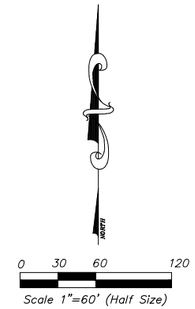

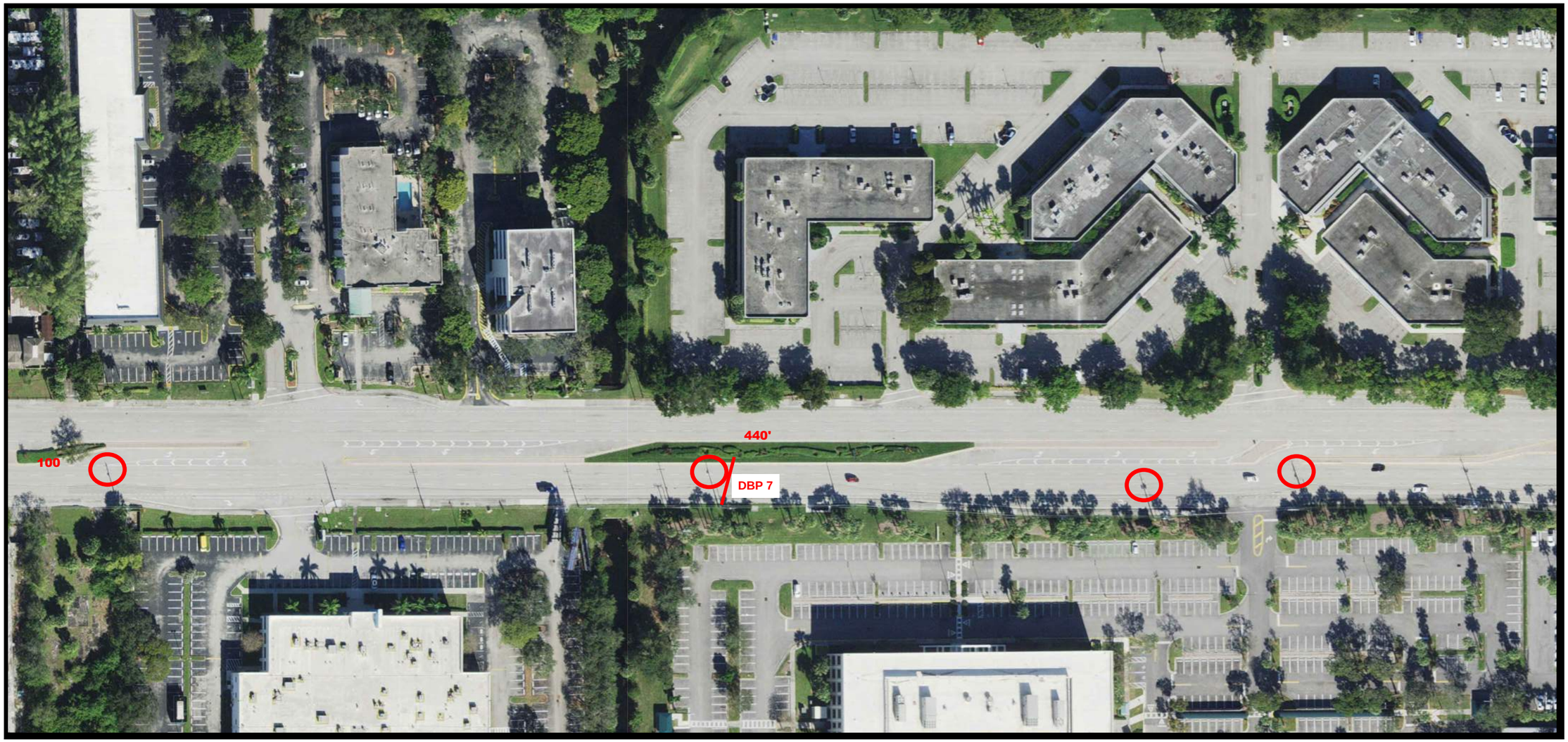

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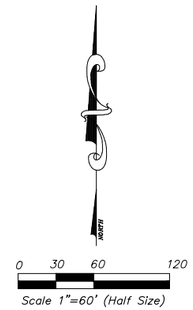



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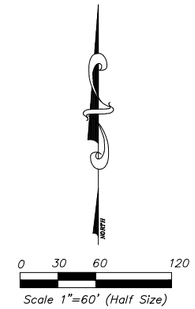



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C-12

SHEET NUMBER

SITE PLAN

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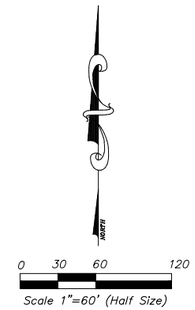



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C-13

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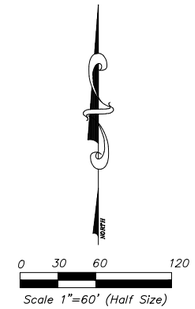

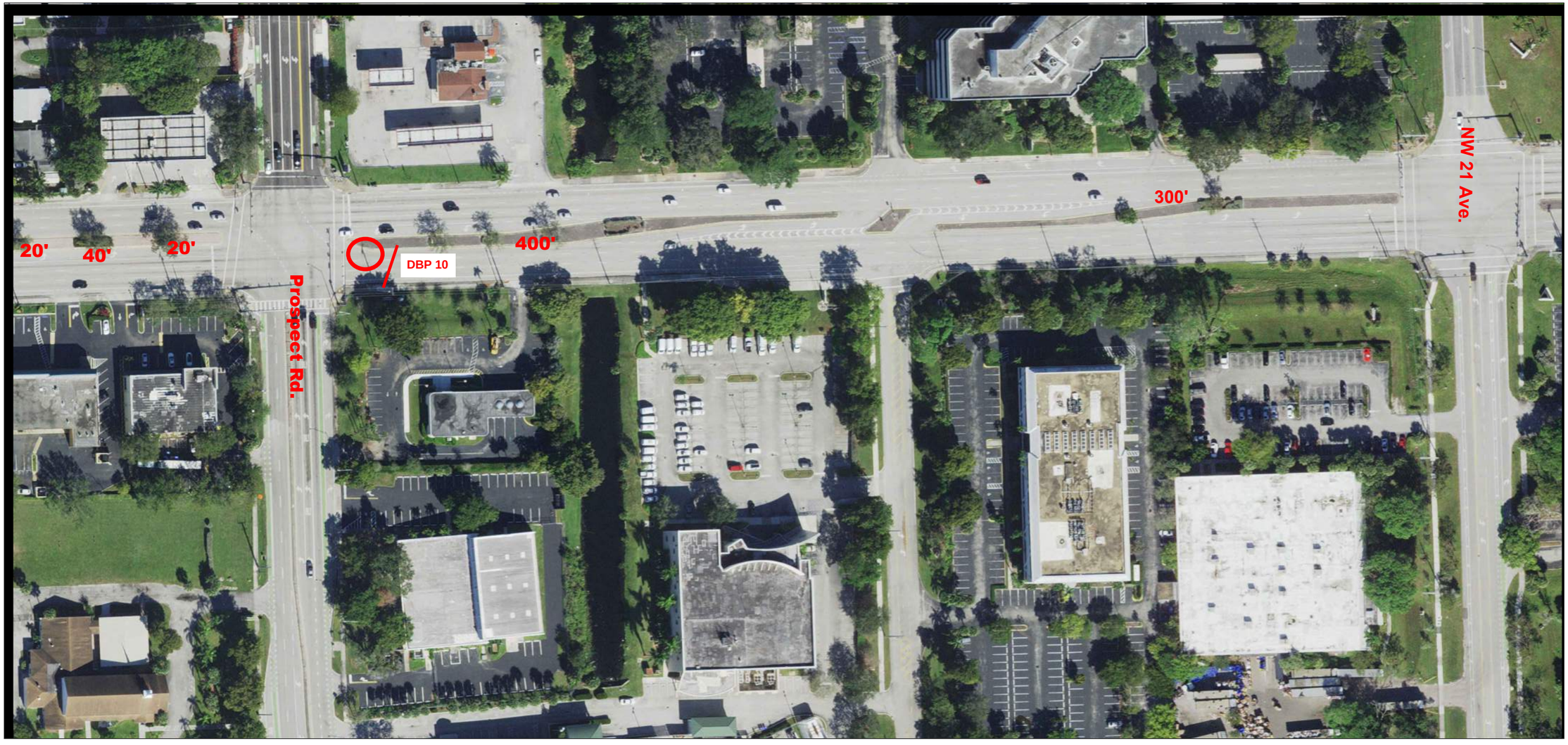

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CITY COMMISSION AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Tanya Williams

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR#14357

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14357 - A Resolution of the City Commission of the City of Tamarac, Florida, ratifying the previously submitted Florida House of Representatives and Florida Senate appropriations applications for the Tamarac Wastewater Lift Station Infrastructure Improvement Project; accepting an award of $375,000 in state appropriations funds administered by The Florida Department of Environmental Protection; authorizing the City Manager and/or appropriate city official to execute the Grant Agreement, attached hereto as Exhibit B, and any related documents necessary to receive the appropriated funds, subject to legal review; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The Director of Public Service and the Grants and Governmental Affairs Manager recommend that the City Commission ratify the previously submitted Appropriations applications for the Tamarac Wastewater Lift Station Infrastructure Improvement Project, accept the award of $375,000 in State Appropriations funds, and authorize the City Manager and/or appropriate City Official to execute the grant agreement and any related documents necessary to receive the appropriated funds.

BACKGROUND: The City of Tamarac owns and operates a wastewater collection system that includes 55 wastewater lift stations, which are essential to transporting wastewater to treatment facilities and protecting public health and environmental quality. As part of the City's ongoing infrastructure evaluation efforts, several lift stations have been assessed for age, condition, and operational risk.

Lift Stations 10 and 29 have been identified as in need of rehabilitation in the City's Wastewater Rehabilitation

Program and the 2012 Wastewater Master Plan. These planning documents highlight aging lift stations as a concern due to the increasing likelihood of mechanical failures, service disruptions, and potential sanitary sewer overflows if improvements are deferred.

Both Lift Stations 10 and 29 are more than four decades old, and critical mechanical, electrical, and control components have reached or exceeded their useful life. Continued operation without rehabilitation increases the risk of system failures that could impact nearby neighborhoods, roadways, and surrounding waterways, as well as the City's ability to maintain regulatory compliance.

The Tamarac Wastewater Lift Station Infrastructure Improvement Project involves the rehabilitation of Lift Stations 10 and 29, through the removal of outdated equipment, bypass pumping and dewatering, installation of new pumps, motors, valves, electrical and control systems, and restoration of the project sites. These improvements are intended to improve system reliability, reduce operational risk, and extend the service life of these critical facilities.

Attached as Composite Exhibit A are the previously submitted House and Senate Appropriations applications related to this project.

ISSUE:

The City has been awarded $375,000 in State Appropriations funds for the Tamarac Wastewater Lift Station Infrastructure Improvement Project, and in order to receive these funds, the City must execute the grant agreement and any related documents.

ATTACHMENTS:

TR#14357 - Memo
TR#14357 - temp reso
Composite Exhibit A (Applications)
Exhibit B (Grant Agreement)

CITY OF TAMARAC
INTEROFFICE MEMORANDUM

TO: Levent Sucuoglu, City Manager

THRU: Maxine Calloway
Assistant City Manager

Mustafa Albassam
Director, Public Services Dept.

FROM: Tanya Williams, Grants & Governmental Affairs Manager

DATE: December 31, 2025

RE: TR #14357: Ratification of Appropriations Applications, Acceptance of State Appropriations Funds, and Authorizations to Execute the Grant Agreement for the Tamarac Wastewater Lift Station Infrastructure Improvement Project.

RECOMMENDATION:

The Director of Public Service and the Grants and Governmental Affairs Manager recommend that the City Commission ratify the previously submitted Appropriations applications for the Tamarac Wastewater Lift Station Infrastructure Improvement Project, accept the award of $375,000 in State Appropriations funds, and authorize the City Manager and/or appropriate City Official to execute the grant agreement and any related documents necessary to receive the appropriated funds.

ISSUE:

The City has been awarded $375,000 in State Appropriations funds for the Tamarac Wastewater Lift Station Infrastructure Improvement Project, and in order to receive these funds, the City must execute the grant agreement and any related documents.

BACKGROUND:

The City of Tamarac owns and operates a wastewater collection system that includes 55 wastewater lift stations, which are essential to transporting wastewater to treatment facilities and protecting public health and environmental quality. As part of the City's ongoing infrastructure evaluation efforts, several lift stations have been assessed for age, condition, and operational risk.

Lift Stations 10 and 29 have been identified as in need of rehabilitation in the City's Wastewater Rehabilitation Program and the 2012 Wastewater Master Plan. These planning documents

highlight aging lift stations as a concern due to the increasing likelihood of mechanical failures, service disruptions, and potential sanitary sewer overflows if improvements are deferred.

Both Lift Stations 10 and 29 are more than four decades old, and critical mechanical, electrical, and control components have reached or exceeded their useful life. Continued operation without rehabilitation increases the risk of system failures that could impact nearby neighborhoods, roadways, and surrounding waterways, as well as the City's ability to maintain regulatory compliance.

The *Tamarac Wastewater Lift Station Infrastructure Improvement* Project involves the rehabilitation of Lift Stations 10 and 29, through the removal of outdated equipment, bypass pumping and dewatering, installation of new pumps, motors, valves, electrical and control systems, and restoration of the project sites. These improvements are intended to improve system reliability, reduce operational risk, and extend the service life of these critical facilities.

Attached as *Composite Exhibit A* are the previously submitted House and Senate Appropriations applications related to this project.

FISCAL IMPACT:

The total estimated cost of the Tamarac Wastewater Lift Station Infrastructure Improvement Project is $1,500,000. The City has been awarded $375,000 in State Appropriations funds, which will be administered through a cost-reimbursement grant agreement with the appropriate State agency. The award does not require a local match. Any remaining project costs beyond the appropriated amount will be funded by the City through its Utilities Capital Improvement Program. Acceptance of the State funds will reduce the overall cost to the City while allowing the project to move forward as planned.

ATTACHMENT(S)

- Composite Exhibit A:
  - Florida House Appropriations Application
  - Florida Senate Local Funding Initiative Request

cc: Christine Cajuste, Financial Services Director

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-20## -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, RATIFYING THE PREVIOUSLY SUBMITTED FLORIDA HOUSE OF REPRESENTATIVES AND FLORIDA SENATE APPROPRIATIONS APPLICATIONS FOR THE TAMARAC WASTEWATER LIFT STATION INFRASTRUCTURE IMPROVEMENT PROJECT; ACCEPTING AN AWARD OF $375,000 IN STATE APPROPRIATIONS FUNDS ADMINISTERED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE CITY MANAGER AND/OR APPROPRIATE CITY OFFICIAL TO EXECUTE THE GRANT AGREEMENT, ATTACHED HERETO AS EXHIBIT B, AND ANY RELATED DOCUMENTS NECESSARY TO RECEIVE THE APPROPRIATED FUNDS, SUBJECT TO LEGAL REVIEW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac owns and operates a wastewater collection system that includes multiple wastewater lift stations essential to protecting public health and environmental quality; and

WHEREAS, Wastewater Lift Stations 10 and 29 have been identified as in need of rehabilitation in the City's Wastewater Rehabilitation Program and the 2012 Wastewater Master Plan due to aging infrastructure and operational risks; and

WHEREAS, the City previously submitted appropriations applications to the Florida House of Representatives and the Florida Senate seeking State funding to support the Tamarac Wastewater Lift Station Infrastructure Improvement Project, which involves the rehabilitation of Wastewater Lift Stations 10 and 29; and

WHEREAS, the State of Florida has awarded the City $375,000 in State Appropriations funds for the Tamarac Wastewater Lift Station Infrastructure Improvement Project; and

WHEREAS, the State Appropriations funds will be administered through a grant agreement with the Florida Department of Environmental Protection (FDEP), and the City must execute said grant agreement and any related documents in order to receive the appropriated funds; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interests of the citizens and residents of the City of Tamarac to ratify the previously submitted appropriations applications, accept the awarded State funds, and authorize execution of the grant agreement and related documents, subject to legal review;

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

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

SECTION 2: The City Commission of the City of Tamarac HEREBY ratifies the previously submitted Florida House of Representatives and Florida Senate Appropriations applications for the Tamarac Wastewater Lift Station Infrastructure Improvement Project.

SECTION 3: The City Commission of the City of Tamarac HEREBY accepts the award of $375,000 in State Appropriations funds, administered by the Florida Department of Environmental Protection (FDEP), for the Tamarac Wastewater Lift Station Infrastructure Improvement Project.

SECTION 4: The City Manager and/or other appropriate City Official is HEREBY authorized to execute the grant agreement with the Florida Department of Environmental Protection and any related documents necessary to receive the appropriated funds, subject to legal review. A copy of the grant agreement is attached hereto as Exhibit B and incorporated herein by 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 adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2026.

_____

MICHELLE J. GOMEZ
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: V/M. BOLTON	_____
DIST 2: COMM. WRIGHT JR	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

_____
HANS OTTINOT
CITY ATTORNEY

The Florida House of Representatives

Composite Exhibit A

Appropriations Project Request - Fiscal Year 2025-26

For projects meeting the definition of House Rule 5.14

1. Title of Project: Tamarac Wastewater Lift Station Infrastructure Improvement
2. Date of Submission: 2/13/2025 12:50:18 PM
3. House Member Sponsor: Lisa Dunkley

4. Details of Amount Requested:

a. Has funding been provided in a previous state budget for this activity? No
b. What is the most recent fiscal year the project was funded?
c. Were the funds provided in the most recent fiscal year subsequently vetoed?
d. Complete the following Project Request Worksheet to develop your request.

FY:	**Input Prior Year Appropriation for this project for FY 2024-25 (If appropriated in 2024-25 enter the appropriated amount, even if vetoed.)**			**Nonrecurring Funds Request for FY 2025-26**		
Column:	A	B	C	D	E	F
Funds Description:	Recurring Funds	Nonrecurring Funds	Total Funds Appropriated	Operations	**Fixed Capital Outlay**	**TOTAL Operations + Fixed Capital Outlay (FCO)**
Input Amounts:					750,000	750,000

e. Provide the total cost of the project for FY 2025-26 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	Percent of Total	Are the other sources of funds guaranteed in writing?
1. Amount Requested from the State in this Appropriations Project Request	750,000	50.0%	N/A
2. Federal	0	0.0%	No
3. State (Excluding the requested Total Amount in #4d, Column F)	0	0.0%	No
4. Local	750,000	50.0%	Yes

5. Other	0	0.0%	No
TOTAL	1,500,000	100%	

5. Is this a multi-year project requiring funding from the state for more than one year?
No

6. Is this project related to relief or recovery from a natural disaster?
No

7. Which is the most appropriate state agency to place an appropriation for the issue requested? Department of Environmental Protection
   a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? No
   b. Describe suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures.
   Penalties for failing to meet deliverables or performance measures in contracts with the City of Tamarac would be outlined in the contract and usually align with Tamarac's Procurement Policies, City Charter, and Code. Remedies may include withholding payments, liquidated damages for delays, termination for cause, or invoking performance bonds to ensure project completion. The City may also seek legal remedies, such as damages or specific performance, to address non-compliance.

8. Requester:
   a. Name: Tanya Williams
   b. Organization: City of Tamarac
   c. Email: Tanya.Williams@Tamarac.org
   d. Phone #: (954)597-3582

9. Contact for questions about specific technical or financial details about the project.
   a. Name: Earl Henry
   b. Organization: City of Tamarac
   c. Email: Earl.Henry@Tamarac.org
   d. Phone #: (954)597-3758

10. Registered lobbyist working to secure funding for this project.
   a. Name: Ronald L. Book
   b. Firm: Ronald L. Book PA

c. Email: ron@rlbookpa.com
d. Phone #: (305)935-1866

11. Organization or Name of entity receiving funds:
a. Name: City of Tamarac
b. County (County where funds are to be expended): Broward
c. Service Area (Counties being served by the service(s) provided with funding): Broward

12. What type of organization is the entity that will receive the funds?
- ○ For Profit
- ○ Non Profit 501(c)(3)
- ○ Non Profit 501(c) (4)
- ◉ Local Government
- ○ School District
- ○ State Agency
- ○ University or College
- ○ Other (Please describe)

13. What is the specific purpose or goal that will be achieved by the funds being requested?
The specific purpose or goal is to rehabilitate two critical wastewater lift stations in Tamarac to ensure reliable sewage management, prevent environmental contamination, protect public health, and support the growing community, aligning with state priorities for sustainable infrastructure and environmental protection.

14. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Should equal 4d, Col. F) Enter "0" if request is zero for the category
Administrative Costs:		
☐a. Executive Director/Project Head Salary and Benefits		
☐b. Other Salary and Benefits		

☐c. Expense/Equipment/Travel/Supplies/Other		
☐d. Consultants/Contracted Services/Study		
Operational Costs:		
☐e. Salaries and Benefits		
☐f. Expenses/Equipment/Travel/Supplies/Other		
☐g. Consultants/Contracted Services/Study		
Fixed Capital Construction/Major Renovation:		
☑h. Construction/Renovation/Land/Planning Engineering	The funds will be used for the rehabilitation of Lift Stations 29 and 10, including demolition, installation of new pumps, motors, and electrical systems, bypass pumping, dewatering, site preparation, testing, and site restoration.	750,000
TOTAL		750,000

15. For Fixed Capital Costs requested in Question 14, what type of ownership will the facility be under when complete?

- ○For Profit
- ○Non Profit 501(c) (3)
- ○Non Profit 501(c) (4)
- ◉Local Government
- ○School District
- ○State Agency
- ○University or College

○Other (Please describe)

16. Is the project request an information technology project?
N/A

17. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing, or other expressions of support?
Yes

a. Please Describe:
This project is part of Tamarac's Wastewater Rehabilitation Program, included in the city's annual budget. The budget is adopted each year at a public hearing where the public can provide input, and this project has been approved as part of the passed budget.

18. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served?
Yes

a. Please Describe:
The need for the funds has been documented in the City of Tamarac's 2012 Wastewater Master Plan, developed by Mathews Consulting, an independent third party. The plan assesses the city's wastewater infrastructure, highlighting the necessity for rehabilitation to address aging systems, comply with regulations, and meet future demand.

19. Will the requested funds be used directly for services to citizens?
N/A

20. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies)

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
☑Improve physical health	Fewer public health complaints related to waterborne illnesses.	Track through community health reports and surveys.

☐Improve mental health		
☐Enrich cultural experience		
☐Improve agricultural production/promotion/education		
☐Improve quality of education		
☐Enhance/preserve/improve environmental or fish and wildlife quality		
☑Protect the general public from harm (environmental, criminal, etc.)	Reduction in reported sewage-related incidents, such as spills into waterways or backups into homes.	Track and monitor incidents of system failures and environmental reports for contamination.
☐Improve transportation conditions		
☑Increase or improve economic activity	Number of construction and engineering jobs created during the project.	Track through contractor reports and employment records.
☐Increase tourism		
☐Create specific immediate job opportunities		
☐Enhance specific individual's economic self sufficiency		
☐Reduce recidivism		
☐Reduce substance abuse		
☐Divert from Criminal/Juvenile justice system		
☑Improve wastewater management	Increased reliability and efficiency	Measured by system uptime, reduced maintenance needs, and

	of lift stations.	the absence of sewage spills or backups
☐Improve stormwater management		
☑Improve groundwater quality	Reduced contamination levels near rehabilitated lift stations.	Conduct routine water testing.
☑Improve drinking water quality	Reduced sewage spills into waterways.	Conduct periodic testing for pollutants, indicating fewer impacts from wastewater spills.
☑Improve surface water quality	Fewer sewage spills and impacts from wastewater spills.	Conduct periodic testing for pollutants.
☐Other (Please describe):		

21. Have you applied for alternative state funding?
    - ☐a. Wastewater Revolving Loan
    - ☐b. Drinking Water Revolving Loan
    - ☐c. Small Community Wastewater Treatment Grant
    - ☐d. Resilient Florida Grant
    - ☐e. Water Quality Improvement Grant
    - ☐f. Other (Please describe)
    - ☑g. N/A

22. What is the population economic status?
    - ○a. Financially Disadvantaged Municipality
    - ○b. Rural Area of Critical Economic Concern
    - ○c. Rural Community Experiencing Economic Distress
    - ⊙d. N/A

23. What is the status of construction?

⦿a. Ready
○b. Not Ready

24. What percentage of construction has been completed?
0

25. What is the estimated completion date of construction?
12/31/2026

The Florida Senate
Local Funding Initiative Request
Fiscal Year 2025-2026

LFIR # 1965

1. Project Title Tamarac Wastewater Lift Station Infrastructure Improvement

2. Senate Sponsor Rosalind Osgood

3. Date of Request 2/11/2025

4. Project/Program Description

This project will rehabilitate Tamarac's Lift Stations 29 and 10, ensuring safe and reliable wastewater management, including sewage removal, for thousands of residents. Work includes replacing aging infrastructure, installing new pumps, motors, and electrical systems, and restoring sites to meet current standards. These improvements will prevent sewage spills, protect public health and waterways, and support the city's growing needs, thereby ensuring long-term system reliability.

5. State Agency to receive requested funds Department of Environmental Protection

State Agency contacted? No

6. Amount of the Nonrecurring Request for Fiscal Year 2025-2026

Type of Funding	Amount
Operating	0
Fixed Capital Outlay	750,000
Total State Funds Requested	**750,000**

7. Total Project Cost for Fiscal Year 2025-2026 (including matching funds available for this project)

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	750,000	50%
Matching Funds		
Federal	0	0%
State (excluding the amount of this request)	0	0%
Local	750,000	50%
Other	0	0%
Total Project Costs for Fiscal Year 2025-2026	**1,500,000**	**100%**

8. Has this project previously received state funding? No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future-year funding likely to be requested? No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

Complete questions 10 and 11 for Fixed Capital Outlay Projects

10. Status of Construction

a. What is the current phase of the project?

○ Planning ◉ Design ○ Construction ○ N/A

b. Is the project "shovel ready" (i.e permitted)? Yes

c. What is the estimated start date of construction? 09/01/2025

d. What is the estimated completion date of construction? 12/31/2026

e. What funding stream will be used for ongoing operations and maintenance of the project?

The City manages ongoing operations and minor maintenance of its wastewater system internally, using City staff. For significant rehabilitative work, the City uses external contractors and allocates funding for these activities primarily in its budget, through its Capital Improvement Program (CIP).

11. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

The owner of the facility and the entity that will directly or indirectly receive any fixed capital outlay funding is the City of Tamarac, which owns and operates the lift stations.

12. Details on how the requested state funds will be expended

Spending Category	Description	Amount
Administrative Costs:		
Executive Director/Project Head Salary and Benefits		0
Other Salary and Benefits		0
Expense/Equipment/Travel/Supplies/ Other		0
Consultants/Contracted Services/Study		0
Operational Costs		
Salary and Benefits		0
Expense/Equipment/Travel/Supplies/ Other		0
Consultants/Contracted Services/Study		0
Fixed Capital Construction/Major Renovation:		
Construction/Renovation/Land/ Planning Engineering	The funds will be used for the rehabilitation of Lift Stations 29 and 10, including demolition, installation of new pumps, motors, and electrical systems, bypass pumping, dewatering, site preparation, testing, and site restoration.	750,000
Total State Funds Requested (must equal total from question #6)		**750,000**

13. Program Performance

a. What specific purpose or goal will be achieved by the funds requested?

The specific purpose or goal is to rehabilitate two critical wastewater lift stations in Tamarac to ensure reliable sewage management, prevent environmental contamination, protect public health, and support the growing community, aligning with state priorities for sustainable infrastructure and environmental protection.

b. What activities and services will be provided to meet the intended purpose of these funds?

The activities and services provided include the demolition of existing lift stations, by-pass pumping, installation of new pumps, motors, valve boxes, mechanical piping, and electrical and control equipment. The work also involves dewatering, maintenance of traffic, site preparation, compliance with permit conditions, testing, and site restoration to ensure a fully operational wastewater system.

c. What direct services will be provided to citizens by the appropriation project?

The funding will directly benefit citizens by ensuring reliable wastewater removal, preventing hazardous sewage backups into homes, and avoiding pollution in local waterways, thereby maintaining a safe and efficient wastewater system.

d. Who is the target population served by this project? How many individuals are expected to be served?

The target population is the general public, with the project directly impacting areas served by Lift Stations 29 and 10, including neighborhoods in Districts 1, 3, and 4. However, these improvements protect waterways that affect the entire Tamarac community of over 72,000 residents, ensuring safe and reliable wastewater management citywide.

e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

The expected benefits of this project include improved wastewater management, enhanced public health, and protection of Tamarac's waterways. Success will be measured by tracking the reduction in sewage spills, backups, and maintenance issues, as well as improvements in water quality through regular testing. Operational performance reviews will also confirm increased system reliability, ensuring the infrastructure meets the growing demands of the community.

f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

Penalties for failing to meet deliverables or performance measures in contracts with the City of Tamarac would be outlined in the contract and usually align with Tamarac's Procurement Policies, City Charter, and Code. Remedies may include withholding payments, liquidated damages for delays, termination for cause, or invoking performance bonds to ensure project completion. The City may also seek legal remedies, such as damages or specific performance, to address non-compliance.

14. Is this project related to mitigation, response, or recovery from a natural disaster? No

a. If Yes, what phase best describes the project?

- ❑ Mitigation (reducing or eliminating potential loss of life or property)
- ❑ Response (addressing the immediate and short-term effects of a natural disaster)
- ❑ Recovery (assisting communities return to normal operations, including rebuilding damaged infastructure)

b. Name of the natural disaster (or Executive Order # for events not under a federal declaration):

15. Has the entity applied for or received federal assistance for this project?

- ❑ Yes, Applied
- ❑ Yes, Received
- ❑ No
- ❑ No, but intends to apply

a. If yes, provide the FEMA project worksheet ID#:

b. Provide the total project cost listed on the FEMA project worksheet:

16. Has the entity applied for or received state assistance for this project (other than this request)?

- ☐ Yes, Applied
- ☐ Yes, Received
- ☐ No
- ☐ No, but intends to apply

a. If yes, specify the program and state agency (ex. Local Government Emergency Bridge Loan, Department of Commerce):

Please complete questions 17 through 21 for Water Projects only.

17. Have you been awarded or applied for alternative state funding for this project?

- ☐ Water Quality Improvement Grant Program
- ☐ Resilient Florida Grant Program
- ☐ Wastewater Revolving Loan
- ☐ Drinking Water Revolving Loan
- ☐ Small Community Wastewater Treatment Grant
- ☐ Other (please specify, ex. Alternative Water Supply Grants)
- ☑ N/A

18. What is the population economic status?

- ☐ Financially Disadvantaged Community (ch. 62-552, F.A.C)
- ☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C)
- ☐ Rural Area of Economic Concern
- ☐ Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- ☑ N/A

19. What is the status of construction?

construction ready

20. What percentage of the construction has been completed?

0%

21. What is the estimated completion date of construction? 12/31/2026

22. Requester Contact Information

a. First Name Tanya **Last Name** Williams

b. Organization City of Tamarac

c. E-mail Address Tanya.Williams@Tamarac.org

d. Phone Number (954)597-3582 **Ext.**

23. Recipient Contact Information

a. Organization City of Tamarac

b. Municipality and County Broward

c. Organization Type

☐For Profit Entity

☐Non Profit 501(c)(3)

☐Non Profit 501(c)(4)

☑Local Entity

☐University or College

☐Other (please specify)

d. First Name Tanya **Last Name** Williams

e. E-mail Address tanya.williams@tamarac.org

f. Phone Number (954)597-3582 **Ext.**

24. Lobbyist Contact Information

a. Name Ronald L. Book

b. Firm Name Ronald L. Book PA

c. E-mail Address ron@rlbookpa.com

d. Phone Number (305)935-1866

The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Tamarac Wastewater Lift Station Infrastructure Improvement**

Agreement Number: **L0352**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Tamarac**

Entity Type: **Local Government**

Grantee Address: **7525 NW 88th Avenue, Tamarac, FL 33321**

FEID: **59-1039552**

(Grantee)

3. Agreement Begin Date: **July 1, 2025**

Date of Expiration: **December 31, 2028**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (26.2168, -80.2733)**

Project Description: **The Grantee will rehabilitate two lift stations within the City of Tamarac.**

5. Total Amount of Funding: **$ 375,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**LP, GAA LI 1555, FY 25-26, WPSPTF**	$ **375,000.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **375,000.00**

6. Department's Grant Manager

Name: **Victoria Boyd** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-3193**

Email: **Victoria.L.Boyd@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Tanya Williams** or successor

Address: **City of Tamarac**
7525 NW 88th Avenue
Tamarac, FL 33321

Phone: **954-597-3510**

Email: **Levent.Sucuoglu@Tamarac.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Tamarac **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Levent Sucuoglu, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____
Victoria Boyd, DEP Grant Manager

_____
Kate Pace, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

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

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

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0352

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Tamarac Wastewater Lift Station Infrastructure Improvement. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2025 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Tamarac Wastewater Lift Station Infrastructure Improvement

PROJECT LOCATION: The Project will be located in the City of Tamarac within Broward County; Lat/Long (26.2168, -80.2733).

PROJECT BACKGROUND: The City of Tamarac (Grantee) has two aging wastewater lift stations that need rehabilitation to be consistent with the City's 2012 Wastewater Master Plan. The lift stations have begun deteriorating, which can lead to sewage backups and potential spills into local waterways. When completed, the project will reduce sewage spills and backups, improve wastewater system reliability, and protect waterways and public health for the neighborhoods served and the wider Tamarac community.

PROJECT DESCRIPTION: The Grantee will rehabilitate two lift stations within the City of Tamarac.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct Tamarac Wastewater Lift Station Infrastructure Improvement in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: 1) a copy of the final design; and 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit: 3) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$375,000	07/01/2025	06/30/2028
		Total:	$375,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	$375,000.00	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$375,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Vanessa Charry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14358

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14358 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the purchase of one (1) new Vac-Con replacement heavy equipment truck from Southern Sewer Equipment, the sole authorized dealer for Vac-Con, Inc. products in Florida; utilizing Sourcewell Contract No. 101221-VAC, in an amount not to exceed $555,290.00; authorizing the appropriate City Officials to issue a purchase order; authorizing expenditures from the appropriate accounts not to exceed the approved FY 2026 budget for said purposes; authorizing the City Manager to approve change orders up to $65,000.00 providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

RECOMMENDATION: The Public Services Director recommends that the City Commission authorize the purchase of one (1) new Vac-Con replacement unit for the Wastewater Division from Southern Sewer Equipment, a sole source vendor, utilizing Sourcewell Contract No. 101221-VAC pricing, for a total amount not to exceed $555,290.00, as approved and funded in the Fiscal Year 2026 Adopted Budget, and that this item be placed on the January 14, 2026, Commission Agenda.

BACKGROUND: The Public Services Department operates and maintains two (2) Vac-Con Trucks for use in its Stormwater and Wastewater Divisions. Due to the nature of wastewater systems, equipment used for wastewater systems maintenance is exclusive to the Wastewater Division and cannot be used for other purposes. The Wastewater Division's Vac-Con Truck is a critical piece of equipment primarily used to clean and maintain the City's wastewater sewer system. Utilizing the vehicle's high velocity pressure

vacuum hose, sediment and debris, located within the sewer system, is vacuumed into the vehicle's collection tank for further processing and disposal. The Vac-Con truck is also utilized for locating existing underground infrastructure using a process called "soft-digs". Soft digs are used to identify unknown issues within the wastewater system, such as collapsed drainage pipes or tree root intrusion, allowing staff to make necessary repairs. The information received from soft digs is also used to determine the size, material, location and type of existing utilities for engineering design and construction related purposes.

On an annual basis, the Public Services Department reviews the city fleet to determine which vehicles and equipment will require replacement. Several factors are considered in determining whether a vehicle or equipment requires replacement, including age, mileage, value, and life-to-date repair costs. A recommendation for replacement is made when the economic benefit of retaining a vehicle decreases and the cost of maintenance substantially increases. The Vac-Con Truck used by Wastewater Division was originally purchased in 2015 and has exceeded its useful life. Public Services Staff, after careful review and analysis using the Department's replacement policy, recommends the replacement of Vac-Con Truck (Unit No. 4206). Funds have been allocated and approved in the Fiscal Year 2026 Construction Equipment Budget to support the necessary replacement.

The City already owns another Vac-Con Truck utilized in the Stormwater Division and wishes to purchase a similar unit for efficiency of service and maintenance of the equipment. The City is purchasing this equipment through Southern Sewer Equipment, the sole authorized dealer for all sales, parts and service in the state of Florida for all Vac-Con product lines, for a total price of $555,290.00, utilizing pricing available through Vac-Con's Sourcewell Contract No. 101221-VAC.
A price breakdown is shown in the Fiscal Impact statement below.

ISSUE: The purchase of one (1) new Vactor Truck, manufactured by Vac-Con, Inc., to replace existing Wastewater Vac-Con Truck in an amount not to exceed $555,290.00, as approved and funded in the Fiscal Year 2026 Adopted Budget.

STRATEGIC GOALS: Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:

TR 14358 -Memo - VAC-CON EH12.15.25.docx
TR_14358_-Resolution_-_Equipment_VAC-CON_EH 1.8.26.docx
Exhibit 1 - TR 14358 Quote Tamarac City of FL_V312_1300.pdf
Exhibit 2 - TR 14358 Sourcewell Contract.pdf

City of Tamarac
Interoffice Memorandum
Public Services Department

To:	**Levent Sucuoglu, City Manager**
Thru:	**Maxine Calloway, Deputy City Manager/Community Development Director**
Thru:	**Mustafa Albassam P.E., Director of Public Services**
Thru:	**Earl Henry, P.E., Assistant Director of Public Services** EH
From:	**Jerry Robinson, Wastewater Supervisor**
Date:	**December 8, 2025**
RE:	**Temp Reso. #14358 – Purchase of Heavy Equipment – City Commission Meeting of January 14, 2026**

Recommendation:

The Public Services Director recommends that the City Commission authorize the purchase of one (1) new Vac-Con replacement unit for the Wastewater Division from Southern Sewer Equipment, a sole source vendor, utilizing Sourcewell Contract No. 101221-VAC pricing, for a total amount not to exceed $555,290.00, as approved and funded in the Fiscal Year 2026 Adopted Budget, and that this item be placed on the January 14, 2026, Commission Agenda.

Issue:

The purchase of one (1) new Vactor Truck, manufactured by Vac-Con, Inc., to replace existing Wastewater Vac-Con Truck in an amount not to exceed $555,290.00, as approved and funded in the Fiscal Year 2026 Adopted Budget.

Background:

The Public Services Department operates and maintains two (2) Vac-Con Trucks for use in its Stormwater and Wastewater Divisions. Due to the nature of wastewater systems, equipment used for wastewater systems maintenance is exclusive to the Wastewater Division and cannot be used for other purposes. The Wastewater Division's Vac-Con Truck is a critical piece of equipment primarily used to clean and maintain the City's wastewater sewer system. Utilizing the vehicle's high velocity pressure vacuum hose, sediment and debris, located within the sewer system, is vacuumed into the vehicle's collection tank for further processing and disposal. The Vac-Con truck is also utilized for locating existing underground infrastructure using a process called "soft-digs". Soft digs are used to identify unknown issues within the wastewater system, such as collapsed drainage pipes or tree root intrusion, allowing staff to make necessary repairs. The information received from soft digs is also used to determine the size, material, location and type of existing utilities for engineering design and construction related purposes.

On an annual basis, the Public Services Department reviews the city fleet to determine which vehicles and equipment will require replacement. Several factors are considered in determining whether a vehicle or equipment requires replacement, including age,

mileage, value, and life-to-date repair costs. A recommendation for replacement is made when the economic benefit of retaining a vehicle decreases and the cost of maintenance substantially increases. The Vac-Con Truck used by Wastewater Division was originally purchased in 2015 and has exceeded its useful life. Public Services Staff, after careful review and analysis using the Department's replacement policy, recommends the replacement of Vac-Con Truck (Unit No. 4206). Funds have been allocated and approved in the Fiscal Year 2026 Construction Equipment Budget to support the necessary replacement.

The City already owns another Vac-Con Truck utilized in the Stormwater Division and wishes to purchase a similar unit for efficiency of service and maintenance of the equipment. The City is purchasing this equipment through Southern Sewer Equipment, the sole authorized dealer for all sales, parts and service in the state of Florida for all Vac-Con product lines, for a total price of $555,290.00, utilizing pricing available through Vac-Con's Sourcewell Contract No. 101221-VAC.
A price breakdown is shown in the Fiscal Impact statement below.

Fiscal Impact:

The purchase price of one (1) new Vac-Con Model V312HE/1300 is $655,290.00. The existing 2015 Vac-Con truck has a trade-in value of $100,000.00, which will be applied toward the purchase. The net fiscal impact to the City for this replacement is $555,290.00, which is available in the Fiscal Year 2026 Adopted Budget, Account Number 425-6040-535.64-01, and funded in the FY 2026 Construction Equipment Budget.

Based on prior experience provided by the Fleet Division, similar equipment offered through the bid or auction process has historically resulted in lower resale returns. Considering current equipment conditions and market factors, utilizing the trade-in option for the existing Vac-Con truck provides greater financial benefit to the City. As such, applying the trade-in value toward the replacement is in the best financial interest of the City and maximizes the overall return on investment.

UNIT	Department	Year Purchased	Model / Description	FY26 Budget
TBD	Public Services	2026	Vac-Con V312HE/1300	$655,290.00
4206	Public Services	2015	Trade-In -Vac-Con Truck	($100,000.00)
			Total Replacement Equipment - Funded FY 2026	**$555,290.00**

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2026_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE PURCHASE OF ONE (1) NEW VAC-CON REPLACEMENT HEAVY EQUIPMENT TRUCK FROM SOUTHERN SEWER EQUIPMENT, THE SOLE AUTHORIZED DEALER FOR VAC-CON, INC. PRODUCTS IN FLORIDA; UTILIZING SOURCEWELL CONTRACT NO. 101221-VAC, IN AN AMOUNT NOT TO EXCEED $555,290.00; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ISSUE A PURCHASE ORDER; AUTHORIZING EXPENDITURES FROM THE APPROPRIATE ACCOUNTS NOT TO EXCEED THE APPROVED FY 2026 BUDGET FOR SAID PURPOSES; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO $65,000.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS**,** the City of Tamarac Wastewater Division is responsible for the cleaning, maintenance, and repair of the City's wastewater sewer system and pump stations, as well as the inspection of underground infrastructure to support safe and efficient system operations; and

WHEREAS, the City of Tamarac Wastewater Division is responsible for the operation, maintenance, and management of the City's wastewater collection system, including the cleaning and repair of sewer lines, manholes, and pump stations, as well as coordinated response and restoration efforts following tropical storms and hurricanes; and

WHEREAS, the timely replacement of Wastewater construction equipment is necessary to ensure the effective and efficient delivery of services by City departments; and

WHEREAS, the existing Vac-Con truck utilized by the Wastewater Division being replaced is approximately ten (10) years old, and has reached the end of its operational

lifespan; and

WHEREAS, City of Tamarac Code, §6-148 allows the Purchasing Officer the authority to waive purchasing procedures and purchase equipment which is the subject of contracts with other governmental agencies; and

WHEREAS, based on prior experience from the Fleet Division, utilizing a trade-in of the existing 2015 Vac-Con truck provides greater financial benefit to the City than alternative disposal or bid methods; and

WHEREAS, Public Services Staff determined advantageous pricing for the purchase of one (1) Vac-Con Model V312HE/1300 from Southern Sewer Equipment, utilizing Sourcewell Contract No. 101221-VAC pricing, at a total cost of $555,290.00, a copy of the quote is attached hereto as Exhibit “1”; and

WHEREAS, Sourcewell Contract No. 101221-VAC, which establishes pricing and terms for cooperative purchasing for the proposed Vac-Con equipment, is attached hereto as Exhibit “2”; and

WHEREAS, funding for this purchase has been allocated in the City of Tamarac’s Fiscal Year 2026 budget; and

WHEREAS, the Director of Public Services, Director of Financial Services, and Procurement and Contracts Manager have determined that it is in the City’s economic interests to purchase equipment as identified in Exhibit “1”, attached hereto, utilizing the current agreement awarded by Sourcewell, and determined the most advantageous pricing is available utilizing the Sourcewell Contract No. 101221-VAC for the required equipment at a cost of $555,290.00.

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

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

SECTION 2: The appropriate City Officials are authorized to approve the expenditure of $555,290.00 for the purchase of one (1) Vac-Con Model V312HE/1300 from Southern Sewer Equipment, utilizing Sourcewell Contract No. 101221-VAC pricing, not to exceed the Approved FY2026 Budget.

SECTION 3: The City Manager or Designee is hereby authorized to approve Change Orders in amounts not to exceed $65,000.00 per Section 6-147 of the City Code, and close the contract award, which includes, but is not limited to making final payment and releasing bonds per Section 6-149 of the City Code, when the work has been successfully completed within the terms, conditions, and pricing of the Agreement.

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

SECTION 5: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end, the provisions of this Resolution are declared to be severable.

SECTION 6: Any scrivener or typographical errors that do not affect the intent of this Resolution may be corrected with notice to and authorization of the City Attorney and City Manager without further process.

SECTION 7: If any clause, section, other part or application of this

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

“The remainder of this page left blank intentionally.”

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

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2026.

_____
MICHELLE J. GOMEZ
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: V/M. BOLTON	_____
DIST 2: COMM. WRIGHT, JR	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

_____
HANS OTTINOT
CITY ATTORNEY

VAC-CON
www.vac-con.com

DATE: 11.20.2025
QUOTE: 113268

DUAL ENGINE COMBINATION JET/VACUUM SEWER CLEANER
SOURCEWELL CONTRACT: 101221-VAC
CUSTOMER: CITY OF TAMARAC, FL
SHIPPING: SOUTHERN SEWER

V312/1300	$	382,286.00
Sourcewell Discount	$	(38,228.60)
12 Yard debris tank		
1300 Gallons water tank capacity		
Freightliner 114SD Plus 6x4 66000GVWR ISL370 3000RDS	$	140,200.00
Body mounting on Chassis	$	10,150.00
10' Aluminum Telescoping Boom with Pendant Control Station	$	21,434.00
Front Mounted, Articulating to Drivers Side, 600 foot (1 inch) Capacity (Std Pivot)	$	27,497.00
500' x1" Jet Rodder Hose	$	699.00
80/2500, FMC, JD 4 CYL TIER 4 DIESEL 140 HP	$	57,852.00
1/4" Corten Steel Debris Tank		
Flat Style Rear Door with hydraulic door locks - Including open/close		
60" Dump Height		
Rear Bumper - Does Not Include Tow Hooks		
Front Tow Hooks		
Hinge type / Body Prop Permanently mount debris body prop		
Debris Body Flushout - 8 Jet		
Automatic Vacuum Breaker with Float Arm Assemby/Level Indicator and overfill protection		
Behind Cab Boom Support and Bumper Mounted Docking Station		
8" vacuum intake hose		
Two (2) Emergency Stop Button Locations: Operator Station and Mid-Body		
Water Pump Remote Oil Drain - Quick disconnects		
Heavy Duty Manual Hose Rewind Guide with Dual Aluminum Rollers		
Hose guide (Tiger Tail)		
Storage Box Behind Cab 16" x42" x 96"		
1) each Sanitary and Penetrator Nozzles		
20.5' aluminum intake pipe(1-3', 1-5', 1-6', and 1-6.5' nozzle)		
5# Fire Extinguisher - In Cab		
Set of Triangles		
12 month standard warranty		
5 year debris tank warranty		
10 year water tank warranty		
6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve	$	1,151.00
Rear splash guard (2 - 10 O'clock) - tank mounted	$	4,137.00
Rear, Hydraulic Pump Off System, 575 GPM w/20' lay flat Hose	$	21,243.00
50' Capacity Retractable Hand Gun Hose Reel	$	3,211.00
Centrifugal Compressor Fan Flush Out System	$	1,888.00
Hose Footage Counter (Standard - Driver Side)	$	907.00
Cone Rack, Hinged Style/Deck	$	1,173.00
Grease Assembly Articulating Hose Reel	$	1,728.00

Rear Mounted Tow Hooks	$	554.00
Remote Boom Grease Zerk Assembly (Ground Level - includes water pump drive)	$	3,740.00
Remote Debris Tank Grease Assembly (Ground Level)	$	4,030.00
Tungsten Infused Carbide Boom Elbow and Reducer (Only available on 8" Booms)	$	6,749.00
Hand Held Spot Light - LED	$	939.00
LED 4 Strobes - (2) front bumper / (2) rear bumper	$	2,994.00
LED Arrow Board, Rear Debris Tank Door Mounted	$	5,836.00
LED Boom Mounted Flood Lights with Limb Guard	$	1,152.00
LED Midbody Flood Lights with guards	$	1,152.00
LED Rear Mounted Flood Lights with Limb Guard	$	1,152.00
LED strobe with Limb Guard, Rear Debris Tank Mounted	$	1,452.00
Mirror Mounted LED Beacon/Strobe Light with Limb Guard	$	1,452.00
12 Volt Auxiliary Hydraulic System for Boom Functions	$	4,789.00
Body Load Limit Alarm, Level Indicator	$	1,070.00
Low Water Alarm with Light	$	796.00
Rear Camera Placement	$	864.00
Traffic Camera With Color Monitor - MUST PICK CAMERA PLACEMENT	$	1,968.00
First Aid Kit	$	245.00
Paper Vac-Con Manual - No longer standard	$	313.00
1" Nozzle rack	$	186.00
Additional Pipe Rack(s), specify any requested locations in comments section, otherwise engineering will place in best available locations.	$	295.00
Folding Pipe Rack (3), Tank Mtd, Curbside	$	4,550.00
Vertical Pipe Rack (Holds 3 Pipes)	$	877.00
(2) 24x18x18 Aluminum Tool Box (Extended Frame Units w/o Rear Tanks)	$	2,777.00
(2) Front Bumper Tool Boxes 8"x14"x6" Aluminum	$	1,382.00
Aluminum Storage Box 16" X 42" X 96"(Upgrade) Behind Cab in lieu of Standard Steel	$	4,287.00
(2) 5' x 8" Aluminum Pipe Extension	$	896.00
8" Adjustable Air Gap w/quick clamp	$	869.00
(2) 8" Quick Clamp, spare, 680-0014	$	124.00
Optional Striping Package - Green 692-5204-07	$	1,078.00
Paint Module: Single-Stage Polyeurethene White (white is standard unless otherwise specified. Sherwin Williams code: 940813)		
Delivery	$	1,250.00
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER:	**$**	**697,145.40**
ADDITIONAL DEALER DISCOUNT:	**$**	**(41,854.42)**
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER WITH ADDITIONAL DISCOUNT:	**$**	**655,290.98**
TRADE ALLOWANCE: 2015 VAC-CON SN: 11157379:	**$**	**(100,000.00)**
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER WITH ADDITIONAL DISCOUNT & TRADE:	**$**	**555,290.98**
TAG, REGISTRATION, AND TITLE FEES ARE INCLUDED		
VENDOR/CONTRACT HOLDER: VAC-CON, INC. 969 HALL PARK RD. GREEN COVE SPRINGS, FL 32043		
PURCHASE ORDERS TO BE MADE OUT TO: VAC-CON, INC. - QUOTE IS VALID THRU 1/31/2026		
CONTACT: RACHEL DEEL, EMAIL: RDEEL@VAC-CON.COM PHONE; 904-529-1315		

Docusign Envelope ID: 1592CB93-9453-469A-B1D8-1B08FC867F21

CONTRACT EXTENSION

Contract Number: 101221-VAC

Sourcewell 202 12th Street Northeast P.O. Box 219 Staples, MN 56479 (Sourcewell)	and	Vac-Con, Inc. 969 Hall Park Rd Green Cove Springs, Florida 32043-4935 (Vendor)

have entered into Contract Number: 101221-VAC
for the procurement of: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

The Contract has an expiration date of 2025-11-29 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-11-29 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: MJ Dubois C65CBA257A53411...
Authorized Signature	Authorized Signature
Jeremy Schwartz	MJ Dubois
Name	Name
Chief Operating and Procurement Officer	SOLE MEMBER
Title	Title
2/7/2025 | 4:16 PM CST	2/10/2025 | 6:28 AM PST
Date	Date

Vac-Con #101221-VAC

Pricing for contract #101221-VAC offers Sourcewell participating agencies the following discounts:

- Up to 10% discount off list price, depending upon unit and/or accessory
- In addition to the discount off MSRP, Sourcewell participating entities can also qualify for a volume discount of 3% off of the base unit discounted price for a single purchase order for four or more units

VAC-CON
MORE POWER TO YOU

October 14, 2025

To Whom It May Concern,

This letter will confirm that Southern Sewer Equipment Sales, located at…

3409 Industrial 27th Street
Fort Pierce, FL 34946

10575 General Drive
Orlando, FL 32824

8200 NW 58th Street
Doral, FL 33166

…is the sole authorized Vac-Con dealer for all sales, parts, and service in the state of Florida for all Vac-Con product lines. *(Excluding the Florida Panhandle)*

Regarding warranties, parts warranties are only available on OEM parts purchased through an authorized Vac-Con, Inc. dealer. Warranties are non-transferable, and Vac-Con is not liable if someone has made any repairs to the unit other than Vac-Con, it's dealers, or employees.

If you have any further questions, please do not hesitate to contact us.

Thank you,

Todd Masley
President, Vac-Con, Inc.

969 Hall Park Road,
Green Cove Springs, FL 32043
Tel: 904.284.4200 ● Fax: 904.284.3305
www.vac-con.com

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Vanessa Charry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14361

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14361 - A Resolution of the City Commission of the City of Tamarac, Florida, approving PSI Roofing job No. 30183, utilizing TIPS Contract 211001; authorizing the appropriate City Officials to issue a purchase order to PSI roofing, to replace the flat deck roof at the Tamarac Community Center, in an amount not to exceed $465,000.00, a contingency in the amount of $35,000.00 will be added to the project account for a total project budget of $500,000.00; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The Public Services Director recommends that the City Commission approve the issuance of a Purchase Order to PSI Roofing, utilizing TIPS Contract 241001, for the TCC Flat Deck Roof Replacement Project in an amount not to exceed $465,000.00, with a contingency in the amount of $35,000.00 added to the project account for a total project budget of $500,000.00; and that this item be placed on the January 14, 2026, Commission Agenda.

BACKGROUND: The Tamarac Community Center (TCC) was constructed in 2000, and the existing flat deck roof is original to the building. The roof is approximately 25 years old, and maintenance issues, such as leaks have arisen in TCC. Due to this normal deterioration from time, weather and having exhausted reasonable means to extend the life of the TCC Metal Roof, replacement is now required.

This project was anticipated and included in the Capital Maintenance Fund as part of the FY 2020 Adopted Budget. However, the project was deferred in FY 2020 due to the COVID-19 pandemic and its impact on City revenues, as well as potential construction delays at that time.

The City of Tamarac participates in various cooperative purchases for public sector procurement, including TIPS (The Interlocal Purchasing System). Such cooperative purchasing organizations reduce costs by aggregating the purchasing power of public agencies nationwide, and the City is authorized to utilize TIPS contracts.

PSI Roofing, a Florida Corporation, is an Authorized Contractor under TIPS Contract 241001 and has prepared a Project Cost Proposal in adherence with this contract. Therefore, the Public Services Director recommends that the City issue a Purchase Order to PSI Roofing for the replacement of the TCC flat deck roof. A copy of the Project Cost Proposal and the TIPS Contract Authorization for PSI Roofing are attached to Temporary Resolution No. 14361.

Contract Summary:
Scope of Project: TCC Flat Deck Roof Replacement Project #30183
Type of Project: Construction Services
Contractor: PSI Roofing
Contractor Location: Oakland Park, Florida
Contract Cost: $465,000.00, with a contingency in the amount of $35,000.00 added to the project account for a total project budget of $500,000.00

ISSUE: Approve and authorize a Purchase Order to PSI Roofing, utilizing TIPS Contract 241001, for the TCC Flat Deck Roof Replacement Project in an amount not to exceed $465,000.00, with a contingency in the amount of $35,000.00 added to the project account for a total project budget of $500,000.00.

STRATEGIC GOALS: Goal #2 : Tamarac is Safe and People Know It

ATTACHMENTS:
TR 14361 - MEMO TCC FLAT DECK ROOF 12-15-25.docx
TR 14361 - RESO TCC FLAT DECK ROOF 12-15-25.docx
Exhibit 1 -TR14361 Tamarac CC Flat Roofing Proposal (PSI ROOFING) Rev. 11-12-25.pdf
Exhibit 2 - TR14361 TIPS notice PSI authorized supplier.pdf

City of Tamarac
Interoffice Memorandum
Public Services Department

To: **Levent Sucuoglu, City Manager**

Thru: **Maxine Calloway, Deputy City Manager/Community Development Director**

Thru: **Mustafa Albassam P.E., Public Services Director**

From: **Thomas Vreeland, Public Services Superintendent**

Date: **December 11, 2025**

Re: **Temp. Reso. # 14361 – TCC Flat Deck Roof Replacement Project – City Commission Meeting of January 14, 2026**

Recommendation:
The Public Services Director recommends that the City Commission approve the issuance of a Purchase Order to PSI Roofing, utilizing TIPS Contract 241001, for the TCC Flat Deck Roof Replacement Project in an amount not to exceed $465,000.00, with a contingency in the amount of $35,000.00 added to the project account for a total project budget of $500,000.00; and that this item be placed on the January 14, 2026, Commission Agenda.

Issue:
Approve and authorize a Purchase Order to PSI Roofing, utilizing TIPS Contract 241001, for the TCC Flat Deck Roof Replacement Project in an amount not to exceed $465,000.00, with a contingency in the amount of $35,000.00 added to the project account for a total project budget of $500,000.00.

Background:
The Tamarac Community Center (TCC) was constructed in 2000, and the existing flat deck roof is original to the building. The roof is approximately 25 years old, and maintenance issues, such as leaks have arisen in TCC. Due to this normal deterioration from time, weather and having exhausted reasonable means to extend the life of the TCC Metal Roof, replacement is now required.

This project was anticipated and included in the Capital Maintenance Fund as part of the FY 2020 Adopted Budget. However, the project was deferred in FY 2020 due to the COVID-19 pandemic and its impact on City revenues, as well as potential construction delays at that time.

The City of Tamarac participates in various cooperative purchases for public sector procurement, including TIPS (The Interlocal Purchasing System). Such cooperative purchasing organizations reduce costs by aggregating the purchasing power of public agencies nationwide, and the City is authorized to utilize TIPS contracts.

PSI Roofing, a Florida Corporation, is an Authorized Contractor under TIPS Contract 241001 and has prepared a Project Cost Proposal in adherence with this contract. Therefore, the Public Services Director recommends that the City issue a Purchase Order to PSI Roofing for the

replacement of the TCC flat deck roof. A copy of the Project Cost Proposal and the TIPS Contract Authorization for PSI Roofing are attached to Temporary Resolution No. 14361.

Contract Summary:

Scope of Project:	TCC Flat Deck Roof Replacement Project #30183
Type of Project:	Construction Services
Contractor:	PSI Roofing
Contractor Location:	Oakland Park, Florida
Contract Cost:	$465,000.00, with a contingency in the amount of $35,000.00 added to the project account for a total project budget of $500,000.00

Fiscal Impact:

The proposed project cost is not to exceed $465,000.00, with a contingency in the amount of $35,000.00 added to the project account for a total project budget of $500,000.00. Adequate funds exists in the Capital Maintenance Fund; and $500,000.00 was included in the FY 2026 Adopted Budget intended for this project.

This project is budgeted in the Capital Maintenance Fund Project Number GP26F with an amount of $500,000.00 in Account Number 303-5040-519.64-08

Although no significant issues are anticipated, the contingency is reasonable considering the nature of the project. Due to the nature of a roof replacement, the project may result in work beyond the original scope, and the contingency would allow for the timely and safe conclusion of the project. Expenditure of the contingency would require approval of the City Manager.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING PSI ROOFING JOB NO. 30183, UTILIZING TIPS CONTRACT 211001; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ISSUE A PURCHASE ORDER TO PSI ROOFING, TO REPLACE THE FLAT DECK ROOF AT THE TAMARAC COMMUNITY CENTER, IN AN AMOUNT NOT TO EXCEED $465,000.00, A CONTINGENCY IN THE AMOUNT OF $35,000.00 WILL BE ADDED TO THE PROJECT ACCOUNT FOR A TOTAL PROJECT BUDGET OF $500,000.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac strives to keep its public facilities and buildings maintained at a high level for its residents, visitors, and employees; and

WHEREAS, the Flat Deck Roof of the Tamarac Community Center (TCC), located at 8601 West Commercial Boulevard in the City of Tamarac, Florida, requires replacement due to normal deterioration from time and weather; and

WHEREAS, the replacement of the Flat Deck Roof at Tamarac Community Center (TCC) is important for the long-term care and maintenance of the building and will prevent costlier and more complex repairs in the future, and the City has exhausted all reasonable means to extend the life of the TCC Flat Deck Roof; and

WHEREAS, the City of Tamarac participates in various cooperative purchases, as outlined in the City's Procurement Code Sec.6-148, Exclusions and Exceptions to Bid Proposal Requirements, Section (19) (d) Cooperative Purchasing, for public sector

procurement, including TIPS (The Interlocal Purchasing System); such cooperative purchasing organizations reduce the cost to the City of Tamarac by aggregating the purchasing power of public agencies nationwide; and

WHEREAS, TIPS, through the National Roofing Partners (NRP), awarded TIPS Contract 241001 for Roofing Products, Services, and Job-Order-Contracting Services, and PSI Roofing is an Authorized Contractor for TIPS Contract 241001; and

WHEREAS, PSI Roofing possesses the required knowledge and experience to perform the TCC Flat Deck Roof Replacement Project, and

WHEREAS, PSI Roofing provided a Project Cost Proposal for Roofing Job No. 3018 per TIPS Contract 241001, a copy of which is attached hereto as “Exhibit 1”; and

WHEREAS, documentation verifying PSI Roofing’s authorization as a Supplier under TIPS Contract 241001 has been provided, and a copy of the TIPS Contract Authorization is attached hereto as “Exhibit 2”; and

WHEREAS, the Director of Public Services, the Director of Financial Services, and the Procurement and Contracts Manager recommend the issuance of a Purchase Order to PSI Roofing, stating that the Terms and Conditions will comply with the Terms and Conditions outlined under the TIPS Contract; and

WHEREAS, sufficient funds in the amount of $500,000.00 are available for this purpose in the FY 2026 Adopted Capital Maintenance Fund 303 under project GP26F in Account No. 303-5040-519.64-08; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be

in the best interest of the citizens and residents of the City of Tamarac to approve and authorize the issuance of a Purchase Order to PSI Roofing for Roofing Job No. 3018, for the TCC Flat Deck Roof Replacement Project at a cost not to exceed $465,000.00, with a contingency in the amount of $35,000.00 added to the project account for a total project budget of $500,000.00.

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

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

SECTION 2: The City Commission approves the issuance a Purchase Order to PSI Roofing, for the TCC Flat Deck Roof Replacement Project, in accordance with the Contractor's Cost Proposal for Roofing Job No. 3018 and TIPS Contract 241001, at a cost not to exceed $465,000.00, with a contingency in the amount of $35,000.00 added to the project account for a total project budget of $500,000.00, a copy of the Project Cost Proposal is attached hereto as "Exhibit 1," and the TIPS Contract Authorization for PSI Roofing is attached hereto as "Exhibit 2"; and

SECTION 3: The City Manager or his designee is HEREBY authorized to approve the issuance of a Purchase Order to PSI Roofing, utilizing TIPS Contract 241001 for the TCC Flat Deck Roof Replacement Project; and is HEREBY authorized to approve any Change Orders in amounts not to exceed $65,000.00 per Section 6-147 of the City

Code.

SECTION 4: Funding for the TCC Flat Deck Roof Replacement Project in the amount of $500,000.00 is available in the Capital Maintenance Fund.

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

SECTION 6: Any scrivener or typographical errors that do not affect the intent of this Resolution may be corrected with notice to and authorization of the City Attorney and City Manager without further process.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

"The remainder of this page is intentionally left blank."

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

PASSED, ADOPTED AND APPROVED this _____ day of _____,2026.

_____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: V/M. BOLTON	_____
DIST 2: COMM. WRIGHT, JR	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

_____
HANS OTTINOT
CITY ATTORNEY

Your commercial roofing company for the past 25 years.
INTEGRITY FIRST®

November 12, 2025

James Symecko, Supervisor
City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33351

Re: **Tamarac Community Center - Flat Roof Recover**
8601 W. Commercial Blvd
Tamarac, FL 33351
TIPS CONTRACT: 241001 Job Order Contracting

Attached is the Proposal and Scope of Work for the roofing work that we propose to complete at the above-mentioned location. The project scope includes a Manufacturer's 20 Year Warranty. Based on this Scope of Work, pricing to complete the Community Center Flat Roof (Main Roof flat sections) project is **$458,000.00 with an alternate option for $465,000.00.** This pricing is compliant with TIPS unit pricing.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with manufacturers specifications.

If this proposal is accepted, please see the following instructions for Purchase Order:

1. The Purchase Order will be issued to PSI Roofing.
2. The Purchase Order should be clearly marked "Per TIPS Contract #211001 Job Order Contracting"
3. EMAIL Purchase Order & VENDOR QUOTE TO:
   A. TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT
   B. cc: tips@psi-roofing.com & psouza@psi-roofing.com
4. Once the PO has been received, pricing compliance verification will take place using the RS Means accounting.

If you have any questions or need additional information, please contact our office.

Warm Regards,

Houston May

PSI Roofing | 792 NE 45th St | Oakland Park, FL 33334
Office: (954) 791-7663 | Fax: (954) 202-2044
CCC047136 | CGC062912

Your commercial roofing company for the past 25 years.
INTEGRITY FIRST®

Houston May
(954) 469-5029

SPECIFICATION

JOB START

a. Prior to starting work owner shall receive a certificate of insurance from PSI Roofing. PSI Roofing carries a total insurance cover with excess liability up to $10,000,000.00.
b. An inspection of the existing building shall be made to record existing damage from the existing roof.
c. All property and landscaping shall be protected to help reduce damage which may be caused by the roof construction operations.
d. A pre-roofing conference shall be held with the Owner's representative to coordinate this project.
e. Owner shall provide access to all sides of the structure(s) for staging, storage, and access of trucks, hoisting equipment, dumpsters, and materials throughout the course of the project.
f. If present, satellite dishes, cameras, and/or any lighting, that is mounted to the roof or parapets and any associated cable or conduit, must be removed by others prior to the commencement of work. These items may be reinstalled by others as per the roofing manufacturer's requirements and details upon completion of the work.
g. Standard working hours for PSI Roofing are 7am to 5pm, Monday through Friday. If work at night, weekends or holidays are required, it shall be performed at an additional cost.

SCOPE OF WORK

50 MIL PVC SINGLE-PLY RECOVER SYSTEM (approximate roof area is 27,000 SF)

1. Prior to commencement, a moisture survey must be performed to certify that the existing assembly is acceptable for the proposed recover and to identify any areas of wet insulation. The cost of the survey is included in the contract price. Replacement of damaged or moisture laden areas of the roofing shall be billed at an additional cost of $30.00 per SF. Any metal decking repairs shall be billed at an additional cost of $30.00 per SF.
2. On the SW and SE radius roof sections, install tapered cricket boards (approximately 400 SF) to promote positive drainage towards the existing roof drains on the South wall in front of the solar panels' assembly.
3. Over the existing roof, install one layer of ½" Duro-Last Duro Fold cover board to separate the old assembly from the new roof system.
4. Over the cover board, mechanically fasten one ply of Duro-Last 50 mil PVC single ply membrane as per manufacturer's specifications. All field fabricated membrane seams are to be hot air welded.
5. At perimeter walls, single-ply flashings are to carry up and over the outside edge creating a fully encapsulated system, where applicable.
6. Install Duro-Last single-ply flashings on all curbs, as per manufacturer's specifications. Curb flashings will run up the face of the curb a minimum 8" high.

Your commercial roofing company for the past 25 years.
INTEGRITY FIRST®

7. Install Duro-Last termination bar where required, mechanically fastened as per manufacturer's specifications. Seal top of termination bar with approved caulk.
8. Clean up and haul away all construction related debris daily.

METAL FLASHINGS AND OTHER COMPONENTS

1. Provide and install pre-manufactured flashings on plumbing pipes (7).
2. Provide and install PVC clad pitch pans for fifty-two (52) A/C equipment stand legs, filled with the manufacturer's required pitch pan filler.
3. Flash the eight (8) existing primary drains as per the Manufacturer's detail using factory fabricated components and accessories.
4. Provide and install five (5) factory fabricated scuppers at the existing locations.
5. Provide and install prefabricated curb flashings for the four (4) exhaust fan units, the seven (7) RTUs, the two (2) ducts, and the one (1) personnel hatch.
6. All metal work shall be installed in accordance with the local building code.
7. Provide and install prefabricated flashings for the twelve (12) canopy supports, the three (3) I-Beam supports.
8. At the perimeter, provide and install two-piece compression metal (approximately 830' LF) anchored to pressure treated wood blocking.
9. At high walls at the east end and at the wall abutting the radius section, provide and install 26-gauge steel counterflashing (approximately 500' LF) fastened to the concrete wall and sealed with commercial grade sealant.
10. Provide and install new OMG pipe supports for the condensate and electrical conduit. This contract includes up to twenty (20) pipe supports.
11. Provide and install protective walkway pads at points of entry/egress, at mechanical unit access points. This contract includes the placement of up to 450 LF of walkway pads. Additional pads can be placed at owner's discretion at an additional $35.00 per linear foot.
12. Haul away all trash and clean grounds daily and dispose of it at a proper dumping facility.

ALTERNATE SYSTEM

1. In lieu of a Duro-Last 50 mil PVC single ply membrane, install a Duro-Last 60 mil PVC single ply membrane and provide a 25 Year NDL Warranty.

MOBILIZATIONS

2. One mobilization is included in the price of this project. If additional Mobilizations are required, the cost of each additional mobilization shall be $3,500.00. Mobilizations due to named storms or other catastrophic events requiring the removal and storage of all material and equipment from the jobsite shall be billed at a rate of $12,000.00 per event.

Your commercial roofing company for the past 25 years.
INTEGRITY FIRST®

WARRANTY

1. Owner shall receive a Twenty (20) Year NDL Warranty on materials and workmanship from the manufacturer on the roof system.
2. Owner shall receive a Two (2) Year PSI Roofing Superior Guarantee on workmanship.

PLEASE NOTE THE FOLLOWING SCOPE IS ALSO INCLUDED TO PROVIDE TURNKEY PROJECT

All Roofing Engineering Required for Permit, Hoisting, and Disposal fees, are included in the contract cost.

EXCLUSIONS FROM CONTRACT

Excluded: Permit fees excluded. Work at any of the other roof areas not indicated in the aerial view drawing or listed in the pricing schedule. Any roof replacement (recover only). Any roof mounted electrical or mechanical work. Interior/exterior painting, structural/non-roof related engineering, lightning protection, concrete cutting, stucco work, painting, any structural/decking work, mechanical, or electrical scopes, and plumbing. Any cover and protect of exterior or interior areas. Any work on overhang balconies or adjacent/attached canopies not specified above. Any building signage detach/reset, repairs or replacement. Disconnect and reconnect of satellite dishes is excluded. Removal, Repair, Replacement, or Reinstallation, of solar panels. Any Right of Way, MOT permits or any associated costs. Performance and Payment Bonds. Work during night shift (6pm to 6am), holidays and weekends. Any work not mentioned above. All these items can be added to the contract after commencement of work upon contractor's discretion and owner's approval.

We hereby propose to provide labor and materials - complete in accordance with the above specifications, for the sum of:

Base Bid: 50 Mil PVC Membrane with 20YR Warranty	**$458,000.00**	**Initials Here _____**
Alternate Bid: 60 Mil PVC Membrane with 25YR Warranty	**$465,000.00**	**Initials Here _____**

With payment terms to be made as follows:
20% upon acceptance of contract
30% upon material delivery
20% upon 50% completion
20% upon substantial completion
Balance upon issuance of warranties and release of lien.

Your commercial roofing company for the past 25 years.
INTEGRITY FIRST®

Time is of the essence with respect to the payment terms. Should default be made in payment, charges shall be added from the date thereof at rate of 1.5% percent per month. Owner is liable for all costs of filing lien on the property. If a dispute arises with respect to or related to this contract, all reasonable attorney's fees, expenses and costs shall be awarded to the prevailing party. Should the property owner not pay as agreed, Contractor has the right to discontinue the work until otherwise paid and the property owner is responsible for any damages that may occur due to their actions or lack of actions. No modifications to the payment terms are accepted without a signed written agreement from an officer of Contractor.

FORCE MAJEURE

Contractor shall have no responsibility for damages caused by circumstances beyond the reasonable control of the Contractor which prevent or impede the due performance of this contract including, but not limited to, war of hostilities, riot or civil commotion, epidemic, rain, hurricane, flood, fire, tornado, windstorm, or other natural disaster or act of God, as it is normally contemplated that these damages are covered by homeowner's insurance or business risk insurance and the Contractor is not liable for failure of performances due to these same reasons as well as the inability to obtain materials from usual sources, or any other circumstances beyond the control of Contractor whether of similar of dissimilar nature.

MATERIAL COST ESCALATION

If, during the performance of this contract, the cost of materials significantly increases, though no fault of contractor, the price of the contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding five percent (5%) experienced by contractor from the date of the contract signing. The contractual sum, time of completion or other contract requirements shall be equitably adjusted by Change Order in accordance to the Contract terms. Contractor shall provide evidence such increase in materials costs through quotes, invoices, or receipts upon written request.

Where the delivery of materials, equipment, or energy is significantly delayed, through no fault of the contractor, as a result of the shortage or unavailability of the materials, equipment, or energy, contractor shall not be liable for any additional costs or damages associates with such delay(s). As used herein, a significant delay shall mean any delay exceeding 30 days experienced by contractor from the date of the contract signing. The contractual sum, time of completion or other contract requirements shall be equitably adjusted by Change Order in accordance to the Contract terms.

CANCELLATION

Once the contract is fully executed and the deposit made, unless the Contractor has already mobilized and/or ordered materials for the job, Owner has 72 hours to cancel this contract and receive a return of 100% of the deposit. If cancellation occurs after 72 hours, owner is liable for 20% of the gross contract amount as liquidated and agreed to damages. However, once work has commenced, owner is liable for the full amount of the contract or as

otherwise agreed by mutual written agreement. Contractor is not responsible for delays due to construction problems unrelated to the roofing work. Contractor reserves the unilateral right to cancel this contract prior to commencement of work hereunder, for any reason or no reason.

RIGHT TO HIRE

Contractor reserves the right to hire other contractors to supplement or complete the work proposed.

APPLICABLE LAW

This contract shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this contract, venue for all claims shall be in Broward County, Florida.
The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this contract or to exercise any rights under this contract shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

EXTENT OF AGREEMENT

This contract represents the entire and integrated agreement between Contractor and Owner and supersedes all prior negotiations, representations, or agreements, either written or oral and no course of prior dealing, usage of the trade or extrinsic or parole evidence shall be relevant to supplement, vary or explain any term used with respect to this contract. The acceptance or acquiescence of any course of performance rendered under this contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein.

All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Contractor retains the initial right to remedy any consequential damages at the sole discretion of contractor and shall not be held liable for any damages occurring previous to or following performance of contracted work. Prior to any claim for default by Owner, Contractor must be given an opportunity to cure by Owner providing contractor 15 days after delivery of a written notice to cure the non-compliance with contract. PSI Roofing must be allowed access to all interior spaces prior to commencement to document existing conditions or PSI Roofing will have no responsibility for interior damages. Any alteration or deviation from specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. PSI Roofing cannot be held responsible for the existence of ponding water after the new roof installation because a tapered insulation system is not being installed. PSI Roofing will not take responsibility for personal injury to any person or persons who may fall on or from the roof as a result of our workmanship or materials or said persons interaction with same. We strongly advise that any persons who access the roof top of your building make use of personal fall protection equipment and follow OSHA guidelines for fall protection, failure to do so can result in bodily injury or death and PSI Roofing will not take responsibility for any person accessing the roof top other than our employees. Visit your rooftop at your own risk. All agreements contingent upon strikes, accidents or delays beyond our control. Owner shall carry fire, tornado, and other necessary insurance. It is understood that PSI Roofing and PSI Roofing's insurer will exclude all coverage for all damages relating to bodily injury, property damage, personal injury, and advertising injury caused directly or indirectly in whole or in part by mold, including fungus or mildew regardless of cost, event, material, product, and/or building component that contributed concurrently or in any sequence to that injury or damage. PSI Roofing is not a mold expert and it strongly recommends that a mold inspection be completed by an indoor air quality professional retained by the owner prior to commencement. This project may be stopped if progress payments are not made on time. If it becomes necessary for this contractor to expend legal fees to collect our monies under this contract, these legal fees will be the responsibility of the property owner and will added to the amounts due Contractor. Signer shall be personally liable. All warranties are to be issued upon completion of contract. The warranty is the sole remedy for any actions or remedies that arise or are sought as a result of the performance of this contract. Warranty shall be void if annual maintenance is not performed. An insurance certificate made out to the owner will be provided free of charge, if the owner requests to be listed as an additional insured, this service will be provided at cost.
Prior to commencement of the Work and where any form of payment or performance bond is required, PSI may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Owner shall furnish such evidence within five (5) business days of request as a condition precedent to issuance of a payment or performance bond and commencement or continuation

of the Work. If Owner fails to timely furnish such evidence after request, then upon an additional five (5) business days' notice, PSI may refuse to commence Work or suspend performance of the contract until such time as Owner complies with the request and the property owner is responsible for any damages that may occur due to their action or lack of action. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to PSI. Should PSI make a reasonable request based on prior delays in payment, Owner shall provide adequate evidence as to existence of funds sufficient to pay amounts remaining due and owing to PSI at the time of any applications for payment.
The Owner shall have the right to require that PSI furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The cost of such bonds is a Cost of the Work. Any bonds so furnished shall be in forms and amounts acceptable to PSI and its surety, and from a surety licensed in Florida. The parties acknowledge that agreement on the form and amount of a bond where PSI is the principal is a condition to any obligation by PSI to execute the Contract.
It is also understood that PSI Roofing and it's insurer will exclude from all coverage for all damages relating to bodily injury, property damage, personal injury, and advertising injury caused directly or indirectly, in whole or in part by [1] mold, including fungus or mildew, or [2] actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, including materials to be recycled, reconditioned or reclaimed, regardless of cost, event, material, product, and/or building component that contributed concurrently or in any sequence to that injury or damage.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

FLORIDA HOMEOWNERS' CONSTRUCTIONRECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395, 1940 N. Monroe St, Tallahassee, FL 32399-0783, www.myfloridalicense.com.

Your commercial roofing company for the past 25 years.
INTEGRITY FIRST®

Authorized Signature _____

Houston May - PSI Roofing

Note: This proposal may be withdrawn by us if not accepted within fourteen (14) days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____	Signature:	_____
	Printed Name:	_____
Date: _____	Signature:	_____
	Printed Name:	_____

ROOF AERIAL VIEW: (WORK SCOPE IS MAIN FLAT ROOF AREAS WITHIN RED LINES)



PSI Roofing | 792 NE 45th St | Oakland Park, FL 33334
Office: (954) 791-7663 | Fax: (954) 202-2044
CCC047136 | CGC062912

TIPS CONTRACT: 211001 Job Order Contracting/PSI Roofing Job #30183

TR 14361 - EXHIBIT 2

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM

PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

TIPS Member PO Process

OVERVIEW | DUE DILIGENCE | CONTACTS | PRINT PROFILE

Print

VENDOR PSI Roofing

792 NE 45th St Oakland Park FL,33334

WEBSITE www.psi-roofing.com

SERVICE/PRODUCTS DESCRIPTION Provincial South, Inc dba PSI Roofing, Roofing Contracting Services

CONTRACT: **22010701** **Trades, Labor and Materials (NON-JOC)**
End Date: Apr-30-2027 EDGAR COMPLIANCE: View Doc.

CONTRACT: **22010702** **Trades, Labor and Materials (JOC)**
End Date: Apr-30-2026 EDGAR COMPLIANCE: View Doc.

CONTRACT: **241001** **Job Order Contracting**
End Date: Jan-31-2027 EDGAR COMPLIANCE: View Doc.

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TR 14361 - EXHIBIT 2

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Vanessa Charry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14359

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14359 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding RFP No. 25-15RB and approving an Agreement with Anzco, Inc., for the construction of a Citywide Precast Buffer Wall Project at Prestige Commons, in accordance with RFP No. 25-15RB for a contract amount of $616,750.00; a contingency in the amount of $61,675.00 (10%) will be added to the project account for a total project budget of $678,425.00; authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

RECOMMENDATION: The Public Services Director recommends that the City Commission authorize the appropriate City Officials to award RFP No. 25-015RB and execute an Agreement with Anzco, Inc., for the Citywide Precast Buffer Wall Project at Prestige Commons for a contract amount not to exceed $616,750.00. A contingency in the amount of $61,675.00 (10% of the contract cost) will be added to the project account, for a total project budget of $678,425.00; and that this item be placed on January 14, 2026, Commission Meeting Agenda.

BACKGROUND: As part of the completed Major Arterial Corridor Study, it was determined that the City will move forward with the Buffer Wall component of the study, which includes the design and construction of neighborhood buffer wall treatments for various parts of the City. This Citywide Precast Buffer Wall Project at Prestige Commons is located along Southgate Blvd. (South Side) from the intersection of Nob Hill Road to approximately 150 linear feet east of Nob Hill Road, along Nob Nill Road (East Side) between Southgate Blvd. and NW 81st Street, and along NW 81st Street (North side) from the intersection of Nob Hill Road to

approximately 150 linear feet east of Nob Hill Road.

This project consists of approximately 1,200 linear feet (LF) of a precast buffer wall system together with associated concrete and restoration work. The design elements for this project include, but are not limited to design, permitting, site preparation, demolition, concrete foundations, pre-cast concrete buffer wall system and associated concrete work, together with associated tree removal/protection, restoration and sod installation.

On August 12th, 2025, the City published RFP No. 25-15R for the Citywide Precast Buffer Wall Project at Prestige Commons and received and opened one (1) proposal on September 11th, 2025. Both the Public Services Department and Financial Services Department examined the response to this bid and determined the bid was non-responsive and non-responsible and was rejected.

On October 10th, 2025, the City published RFP No. 25-15RB for the Citywide Precast Buffer Wall Project at Prestige Commons and received and opened five (5) proposals on November 13th, 2025. A summary of the bid tabulation is included below.

Vendor	**Amount**
Set Up Project Management LLC	$611,075.00
Anzco, Inc	$616,750.00
Garp Construction Group, Inc	$643,949.30
SC Contractors LLC	$681,100.00
Conengineers Builders LLC	$925,918.00

A Selection and Evaluation Committee, appointed by the City Manager, reviewed the five proposals from all responding firms and determined that the Anzco, Inc.'s proposal, including pricing, best met the needs of the City, and that Anzco, Inc. possesses the skills and capacity to meet the requirements for the Citywide Precast Buffer Wall Project at Prestige Commons. A summary of evaluation scores is provided below.

Vendor	**Final Score**
Anzco, Inc	91.25
Garp Construction	73.00
Conengineers Builders LLC	72.50
Set Up Project Management LLC	69.25
SC Contractors LLC	59.00

Contract Summary:
Scope of Project: Citywide Precast Buffer Wall Installation
Type of Project: Precast Buffer Wall Construction
Contractor: Anzco, Inc.
Contractor Location: Boca Raton, Florida 33434
Contractor Address: 9671 Carousel Circle South
Contract Cost: $616,750.00; a contingency in the amount of $61,675.00 will be added to the project account, for a total project budget of $678,425.00.
Term/Completion: Substantial Completion within 240 calendar days from City's Notice to Proceed. Final completion within 30 calendar days from substantial completion.
Risk Mitigation: Performance and Payment Bonds at 100% of value will remain in effect for up to one year after completion and acceptance. Liquidated damages of $500 per day will apply for each day project is not completed after the scheduled completion date.
Certifications: Anzco, Inc. is a certified small, minority or woman-owned business.

ISSUE: To award RFP No. 25-15RB and execute an agreement with Anzco, Inc., for the installation of approximately 1,200 linear feet (LF) of precast buffer wall system at Prestige Commons, for the Citywide Precast Buffer Wall Project.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:
TR14359 Memo Buffer Wall Project EH12.16.25.docx
TR14359 Reso Buffer Wall Project EH12.16.25.docx
Exhibit 1 -TR 14359 RFP 25-15R Proposals.pdf
Exhibit 2 - TR 14359 RFP 25-15RB Score Card-1.pdf
Exhibit 3 - TR 14359 RFP 25-15RB Agreement (ANZCO, INC.).docx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT

To: **Levent Sucuoglu, City Manager**

Thru: **Maxine Calloway, Deputy City Manager/Community Development Director**

Thru: **Mustafa Albassam, P.E., Director of Public Services**

From: **Alan Lam, Project Manager** AL

Date: **December 11, 2025**

Re: **Temp Reso. #14359 - Award RFP No. 25-15RB Citywide Precast Buffer Wall Project at Prestige Commons– City Commission Meeting of January 14, 2026.**

Recommendation:

The Public Services Director recommends that the City Commission authorize the appropriate City Officials to award RFP No. 25-015RB and execute an Agreement with Anzco, Inc., for the Citywide Precast Buffer Wall Project at Prestige Commons for a contract amount not to exceed $616,750.00. A contingency in the amount of $61,675.00 (10% of the contract cost) will be added to the project account, for a total project budget of $678,425.00; and that this item be placed on January 14, 2026, Commission Meeting Agenda.

Issue:

To award RFP No. 25-15RB and execute an agreement with Anzco, Inc., for the installation of approximately 1,200 linear feet (LF) of precast buffer wall system at Prestige Commons, for the Citywide Precast Buffer Wall Project.

Background:

As part of the completed Major Arterial Corridor Study, it was determined that the City will move forward with the Buffer Wall component of the study, which includes the design and construction of neighborhood buffer wall treatments for various parts of the City. This Citywide Precast Buffer Wall Project at Prestige Commons is located along Southgate Blvd. (South Side) from the intersection of Nob Hill Road to approximately 150 linear feet east of Nob Hill Road, along Nob Nill Road (East Side) between Southgate Blvd. and NW 81st Street, and along NW 81st Street (North side) from the intersection of Nob Hill Road to approximately 150 linear feet east of Nob Hill Road.

This project consists of approximately 1,200 linear feet (LF) of a precast buffer wall system together with associated concrete and restoration work. The design elements for this project

include, but are not limited to design, permitting, site preparation, demolition, concrete foundations, pre-cast concrete buffer wall system and associated concrete work, together with associated tree removal/protection, restoration and sod installation.

On August 12th, 2025, the City published RFP No. 25-15R for the Citywide Precast Buffer Wall Project at Prestige Commons and received and opened one (1) proposal on September 11th, 2025. Both the Public Services Department and Financial Services Department examined the response to this bid and determined the bid was non-responsive and non-responsible and was rejected.

On October 10th, 2025, the City published RFP No. 25-15RB for the Citywide Precast Buffer Wall Project at Prestige Commons and received and opened five (5) proposals on November 13th, 2025. A summary of the bid tabulation is included below.

25-15RB CITYWIDE PRECAST BUFFER WALL PROJECT AT PRESTIGE COMMONS

Vendor	Amount
Set Up Project Management LLC	$611,075.00
Anzco, Inc	$616,750.00
Garp Construction Group, Inc	$643,949.30
SC Contractors LLC	$681,100.00
Conengineers Builders LLC	$925,918.00

A Selection and Evaluation Committee, appointed by the City Manager, reviewed the five proposals from all responding firms and determined that the Anzco, Inc.'s proposal, including pricing, best met the needs of the City, and that Anzco, Inc. possesses the skills and capacity to meet the requirements for the Citywide Precast Buffer Wall Project at Prestige Commons. A summary of evaluation scores is provided below.

Vendor	Final Score
Anzco, Inc	91.25
Garp Construction	73.00
Conengineers Builders LLC	72.50
Set Up Project Management LLC	69.25
SC Contractors LLC	59.00

Contract Summary:

Scope of Project: Citywide Precast Buffer Wall Installation

Type of Project: Precast Buffer Wall Construction

Contractor: Anzco, Inc.

Contractor Location: Boca Raton, Florida 33434

Contractor Address: 9671 Carousel Circle South

Contract Cost: $616,750.00; a contingency in the amount of $61,675.00 will be added to the project account, for a total project budget of $678,425.00.

Term/Completion: Substantial Completion within 240 calendar days from City's Notice to Proceed. Final completion within 30 calendar days from substantial completion.

Risk Mitigation: Performance and Payment Bonds at 100% of value will remain in effect for up to one year after completion and acceptance. Liquidated damages of $500 per day will apply for each day project is not completed after the scheduled completion date.

Certifications: Anzco, Inc. is a certified small, minority or woman-owned business.

Fiscal Impact:

The Citywide Precast Buffer Wall Project at Prestige Commons funding is available in Account Number 315-5020-539.63-15 under Project Number GP19D

Per RFP No. 25-15RB, the contract amount, which includes installation of approximately 1,200 linear feet (LF) of precast system buffer wall, provides for a contract amount not to exceed $616,750.00; a contingency in the amount of $61,675.00 (10% of the contract cost) will be added to the project account for a total project budget of $678,425.00. Although no significant issues are anticipated, the contingency is reasonable considering the nature of the project, the significant overhead and underground utilities located within the project site, and the proximity of the project to private residential properties. The construction may result in work beyond the original scope, and the contingency will allow for the timely and safe completion of the project. Expenditure of the contingency will require the approval of the City Manager.

Commission District 3

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING RFP NO. 25-15RB AND APPROVING AN AGREEMENT WITH ANZCO, INC., FOR THE CONSTRUCTION OF A CITYWIDE PRECAST BUFFER WALL PROJECT AT PRESTIGE COMMONS, IN ACCORDANCE WITH RFP NO. 25-15RB FOR A CONTRACT AMOUNT OF $616,750.00; A CONTINGENCY IN THE AMOUNT OF $61,675.00 (10%) WILL BE ADDED TO THE PROJECT ACCOUNT FOR A TOTAL PROJECT BUDGET OF $678,425.00; AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statues provide that municipalities shall have governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article IV, Section 4.07 of the City Charter of the City of Tamarac (“City”) empowers the City to adopt, amend or repeal such ordinances and resolutions as may be required for the proper governing of the City; and

WHEREAS, as part of the recently completed Major Arterial Corridor Study it was determined that the City will move forward with the Buffer Wall component of the Study, which includes the design and construction of neighborhood buffer wall treatments for various parts of the City; and

WHEREAS, this Citywide Precast Buffer Wall Project at Prestige Commons is located along Southgate Blvd. (South Side) from the intersection of Nob Hill Road to

approximately 150 linear feet east of Nob Hill Road, along Nob Nill Road (East Side) between Southgate Blvd. and NW 81st Street, and along NW 81st Street (North side) from the intersection of Nob Hill Road to approximately 150 linear feet east of Nob Hill Road; and

WHEREAS, this project consists of approximately 1,200 Linear Feet of a Precast Buffer Wall System, together with associated concrete and restoration work; and

WHEREAS, the City publicly advertised RFP No. 25-15R Citywide Buffer Wall Project at Prestige Commons on August 12th, 2025, and received and opened one (1) proposal on September 11th, 2025. Both the Public Services Department and Financial Services Department examined the response to this bid and determined the bid was non-responsive and non-responsible and was rejected; and

WHEREAS, on October 10th, 2025, the City published RFP No. 25-15RB for the Citywide Precast Buffer Wall Project at Prestige Commons, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, the City received and opened five (5) proposals on November 13th, 2025, a bid tabulation is hereto attached as Exhibit “1”; and

WHEREAS, the Selection and Evaluation Committee reviewed proposals from all responding firms and determined that the Anzco, Inc. proposal including pricing best met the needs of the City, possessing the skills and capacity to meet the requirements for the Citywide Precast Buffer Wall Project at Prestige Commons. A summary of evaluation scores is hereto attached as Exhibit “2”; and

WHEREAS, City staff analyzed the project’s costs as proposed by Anzco, Inc., and determined them to be consistent and competitive with similar projects; and

WHEREAS, it is the recommendation of the Public Services Director, Financial Services Director, and Purchasing and Contracts Manager that the appropriate City officials award RFP No. 25-15RB and execute the Agreement with Anzco, Inc., for the Citywide Precast Buffer Wall Project at Prestige Commons, attached hereto as Exhibit "3"; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the business, residents and visitors of the City of Tamarac to award RFP No. 25-15RB and execute the Agreement for the Citywide Precast Buffer Wall Project at Prestige Commons with Anzco, Inc., for a contract cost of $616,750.00 and a contingency in the amount of $61,675.00, for a total project budget of $678,425.00.

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 RFP No. 25-15RB to Anzco, Inc., and approves an Agreement between the City of Tamarac and Anzco, Inc. ("The Agreement"), and the appropriate City officials are hereby authorized to execute the Agreement, hereto attached as Exhibit "3", to provide for the construction of the Citywide Precast Buffer Wall Project at Prestige Commons

SECTION 3: Funding for the Citywide Precast Buffer Wall Project at Prestige Commons in the amount not to exceed $616,750.00 is included in the adopted

CIP Budget with a current available appropriation in Account No. 315-5020-539.63-15 under Project Number GP19D. A contingency in the amount of $61,675.00 will be added to the project account, for a total project budget of $678,425.00.

SECTION 4: An expenditure in an amount not to exceed $616,750.00, and a contingency in the amount of $61,675.00, for a total project budget of $678,425.00 for said purpose, is hereby approved.

SECTION 5: The City Manager or his designee is hereby authorized to approve, make changes and initiate Change Orders in amounts not to exceed $65,000.00 per Section 6-147 of the City Code, and close the contract award, which includes, but is not limited to making final payment and releasing bonds per Section 6-149 of the City Code, when the work has been successfully completed within the terms, conditions and pricing of the Agreement.

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

SECTION 7: Any scrivener or typographical errors that do not affect the intent of this Resolution may be corrected with notice to and authorization of the City Attorney and City Manager without further process.

SECTION 8: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution

"The remainder of this page is left blank intentionally"

SECTION 9: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this_____day of _____2026.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: V/M BOLTON	_____
DIST 2: COMM. WRIGHT JR.	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM.DANIEL	_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

HANS OTTINOT
CITY ATTORNEY

25-15RB - CITYWIDE PRECAST BUFFER WALL PROJECT AT PRESTIGE COMMONS

	Set Up Project Management LLC	anzco inc	SC CONTRACTORS LLC	Garp Construction Group, Inc.	Conengineers Builders llc
	Submission 1	Submission 1	Submission 1	Submission 1	Submission 1
Schedule/Specifications	Total	Total	Total	Total	Total
25-15RB PROPOSAL FORM 1: INDEMNIFICATION	$0.00	$0.00	$0.00	$0.00	$0.00
25-15RB PROPOSAL FORM 2: GENERAL ITEMS	$92,450.00	$120,450.00	$71,000.00	$73,300.00	$282,973.00
25-15RB PROPOSAL FORM 3: PRESTIGE COMMONS	$518,625.00	$496,300.00	$610,100.00	$570,649.30	$642,945.00
Subtotal Contract Amount Without Alternate Option:	$611,075.00	$616,750.00	$681,100.00	$643,949.30	$925,918.00
~~25-15RB PRESTIGE COMMONS - ALTERNATE OPTION #1~~	~~$334,985.00~~	~~$382,300.00~~	~~$436,100.00~~	~~$509,185.30~~	~~$532,125.00~~
~~Subtotal Contract Amount:~~	~~$946,060.00~~	~~$999,050.00~~	~~$1,117,200.00~~	~~$1,153,134.60~~	~~$1,458,043.00~~

SCORE CARD RFP 25-15RB -- CITYWIDE PRECAST BUFFER WALL PROJECT AT PRESTIGE COMMONS	*Set Up Project Management LLC ($611,075.00)*	*anzco inc ($616,750.00)*	*SC CONTRACTORS LLC ($681,100.00)*	*Garp Construction Group, Inc. ($643,949.30)*	*Conengineers Builders llc ($925,918.00)*
TECHNICAL QUALIFICATIONS					
Alan Lam	72	92	64	80	72
Daniela Herrera	66	87	33	47	67
Tanya Sterling	66	92	75	79	58
Ann Johnson	73	84	64	82	79
COMBINED SCORE	277	355	236	288	276
AVERAGE SCORE	69	89	59	72	69
Local / CBE / Veteran Preference Consideration (maximum bonus points: 5 points) The City of Tamarac is responsive to our vendor community and to local Tamaracand small Broward County businesses. In accordance with Chapter 6-146.1., "Local Business Preference" of the Tamarac Procurement Code authorizes a preference program for Local Tamarac Vendors (5 points) as well as a preference for firms certified by the Broward County Office of Economic and Small Business Development (OESBD) as a County Business Enterprise (CBE) (2.5 points), and Veteran-owned Business Vendors (2.5 points). Recipients may receive credit for either being a Local Tamarac Vendor or a Broward County Small Business Vendor, or a Veteran-owned Vendor, whichever has the highest point value.	0.0	2.5	0.0	0.0	2.5
Consideration of Conviction History Policy (maximum bonus points: 1 point)	0	0	0	1	1
TOTAL AVERAGE SCORE	69.25	91.25	59.00	73.00	72.50
RANK	4	1	5	2	3

CONSTRUCTION AGREEMENT

RFP 25-15RB
CITYWIDE PRECAST BUFFER WALL PROJECT AT PRESTIGE COMMONS

BETWEEN THE CITY OF TAMARAC

AND

ANZCO, INC.

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and ANZCO, INC., a Florida corporation with principal offices located at 9671 Carousel Circle South, Boca Raton, FL 33434 (the "Contractor") to provide construction services for the Citywide Precast Buffer Wall Project at Prestige Commons.

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, RFP Document No. 25-15RB for the "Citywide Precast Buffer Wall Project at Prestige Commons", issued by the City of Tamarac on October 10, 2025, including all conditions therein (General Terms and Conditions, Special Conditions and/or Special Provisions, Instructions to Bidder's), drawings and/or schematic plans, Technical Specifications, all addenda, the Contractor's Bid response dated November 5, 2025, 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 RFP Document No. 25-15RB for the "Citywide Precast Buffer Wall Project at Prestige Commons" as issued by the City, and the Contractor's bid response; RFP Document No. 25-15RB for the "Citywide Precast Buffer Wall Project at Prestige Commons" as issued by the City shall take precedence over the contractor's bid response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2. THE WORK

2.1. 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 including all Addendums, Exhibits, Attachments and Appendices.

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, 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. 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. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

- General Liability - $1M/$2M
- Automobile – $1M/$1M
- Workers Comp – Statutory

4. PERFORMANCE, PAYMENT AND WARRANTY BONDS

4.1 Within fifteen (15) calendar days after contract award, but in any event prior to commencing work, Contractor shall execute and furnish the City a Performance Bond and Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570.

4.2 Contractor shall be required to provide acceptable, separate Performance and Payment Bonds in the amount of one hundred 100% of the bid award amount as

security for the faithful project performance and payment of all the Contractor's obligations under the contract documents, per City Code Section 10-156. The Performance Bond shall be conditioned such that Contractor performs the Agreement in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned such that Contractor promptly make payments to all persons who supply Contractor in the prosecution of the work provided for in the Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law and that they shall indemnify and hold harmless the City to the extent of any and all payments in connection with the carrying out of said contract which the City may be required to make under the law. Payment and Performance Bonds must be submitted on City forms, included herein. At the completion and formal approval and acceptance of all work associated with the project, a one-year warranty period will begin. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Florida, Contractor shall, within seven (7) calendar days thereafter, substitute another bond meeting the requirements outlined above, which must also be acceptable to the City.

4.3 A Warranty Bond shall be submitted to the City and come into effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said Warranty bond equal to twenty five percent (25%) of the total value of the Contract price (including executed change orders), conditioned that Contractor correct any defective or faulty work or material which appear within one (1) year after final completion of the project, upon notification by the City. The Warranty Bond shall cover all the cost of labor as well as materials

4.4 Pursuant to the requirements of Chapter 255.05 (1)(b), Florida Statutes, Contractor shall ensure that the Performance and Payment Bond or **Bonds referenced above shall be recorded in the Public records of Broward County at Contractor's expense. Proof of recording must be submitted to the City prior to issuance of any purchase order or payment by the City.** One (1) set of original Performance and Payment Bond documents is required to be provided to the City prior to the issuance of any Notice to Proceed by the City

5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 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 completed within **Two Hundred Seventy (270)** Calendar days for Final Completion from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. The work under this Agreement shall be substantially complete (i.e. Substantial Completion) within **Two Hundred Forty (240)** calendar days from issuance of City's Notice to Proceed.

5.2 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 in accordance with the requirements of the Contract Document.

6. CONTRACT SUM

The Contract Sum for the above work is a "not to exceed" total of **Six Hundred Sixteen Thousand Seven Hundred Fifty Dollars and Zero Cents ($616,750.00)**.

7. PAYMENTS

Payment, upon City approval, will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of five percent (5%) will be deducted from each monthly payment through project completion, upon City review and approval. Retainage monies will be released upon satisfactory completion, final inspection and acceptance of the specific work order. Invoices must bear the bid number, project name, project number, and purchase order number. The City has up to twenty-five (25) business days to review, approve and pay all invoices after receipt of an approved application for payment. Contractor shall invoice the City and provide a written request to the City to commence the one-year warranty period, following the completion of all work, certificates of approval, punch lists, etc., in accordance with the Contract Documents. All necessary Release of Liens and Affidavits 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.

8. REMEDIES

8.1 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 Contractor's failure to perform in accordance with the requirements of this Agreement, including City's right to withhold payment and/or assessment of liquidated damages.

8.2 Correction of Work: If, in the judgment of the City, work provided by 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 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. Correction of all deficiencies shall not relieve Contractor of its duties and obligations under this Agreement, in meeting all project requirements and objectives including. but not limited to, achieving project milestones (Substantial and Final Completion) in accordance with the Contract Documents. The City shall be the sole judge of non-conformance and the quality of workmanship and any impact it may have on the Project Schedule.

9. CHANGE ORDERS

9.1 All Change Orders shall include a maximum Overhead and Profit, not to exceed five percent (5%) and five percent (5%) respectively (not cumulative).

9.2 Without invalidating the Agreement, 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. 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, Contractor shall promptly proceed with the work.

9.3 The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.

9.4 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 begins. 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 calendar 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.

9.5 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.

9.6 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) calendar 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.

9.7 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 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. Extensions of time for delays due to Contractor's inability to perform work in a timely manner, failure to properly coordinate work that causes adverse impact on project schedule or negligence to properly sequence the work in a manner to meet all project obligations in accordance with the Contract Documents shall not be accepted.

9.8 In the event satisfactory adjustment cannot be reached by the 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 Agreement as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost borne by the City to complete

the work shall be levied against Contractor including applicable mark-up of ten (10%) for overhead and engineering costs. The cost of any work covered by a change order for an increase or decrease in contract price shall be determined by mutual acceptance of a Lump Sum Price by the City and Contractor. If notice of any change in the Agreement or Contract Time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to the City. Failure of Contractor to obtain such approval from the Surety may be a basis for termination of this Agreement by the City.

10. LIQUIDATED DAMAGES

Because of the importance of this Project being finished on time, upon failure of Contractor to complete each individual requirement within the specified and mutually agreed upon time frame (plus approved extensions, if any) Contractor shall pay to the City the sum of **Five Hundred Dollars ($500.00)** for each calendar day after the time specified for Substantial Completion and the project is sufficiently complete for its intended use in accordance with the Contract Documents, void of any safety concerns. In the event of a delay in completion beyond the time frame set forth in the Contract Documents for Final Completion, after Substantial completion has been obtained, liquidated damages will be assessed against Contractor in the amount of **Two Hundred Fifty Dollars and Zero Cents ($250.00)** for each calendar day beyond the time frame set in the Contract Documents until such work is completed and ready for final payment. This amount is not a penalty but liquidated damages to the City. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City because of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the Project on time. The City shall have the right to deduct from and retain out moneys which may be due, or which may become due and payable to Contractor. If the amount deducted and/or retained by the City is insufficient to pay in full such liquidated damages, Contractor shall pay in full such liquidated damages. Contractor shall also be responsible for reimbursing the City the total of all monies paid by the City to the engineer for additional engineering, inspection and administrative services until the work is complete.

11. 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 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 the 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 the 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. 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. An extension of time will be considered for "Excusable Inclement Weather Delays" resulting in any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the Work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined by the U.S. Weather Bureau records for the preceding 3-year period. No extension of Contract Time will be allowed for any inclement weather that could be reasonably have been predicted from such weather records. Should Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, or the condition of the Work prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, Contractor will not be charged for a working day, whether or not conditions change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations. Contractor shall base its construction schedule upon the inclusion of the number of days of excusable inclement weather. No extension of the Contract Time due to excusable inclement weather will be considered until after the said number of days of excusable inclement weather has been reached. However, no reduction in Contract Time would be made if said number of days of excusable inclement weather is not reached.

12. WAIVER OF LIENS

Prior to final payment of Contract Sum, a final waiver of lien shall be submitted to the City by Contractor from all suppliers, subcontractors, and/or Contractors who submitted a "Notice to Owner" and a Consent of Surety on behalf of any and all other suppliers and subcontractors 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 form all claims of liability by Contractor in connection with the agreement.

13. WARRANTY

Contractor warrants the work against defect for a period of **One (1)** year from the date of City's Final Acceptance (Final Completion) of the project and approval 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.

14. INDEMNIFICATION

14.1 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 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.

14.2 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

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

15.1 During the performance of the Contract, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information or disability if qualified.

15.2 Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15.3 The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

16. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that 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. 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. 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.

17. 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.

18. NOTICE

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

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

With a copy to the City Attorney at the same address.

CONTRACTOR

Name: **ANZCO, INC.**
Address: 9671 Carousel Circle S, Boca Raton, FL 33434
FIN/EIN: 20-8208440
Contract Licensee: CGC1518065
Contact: John Zak
Email: jzak@anzcoinc.com
Phone: 561-699-3602
Fax: 954-532-2624

19. TERMINATION

19.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by terminating party to the other party for such termination in which event Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify city against loss pertaining to this termination.

19.2 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) calendar days after receipt by Contractor of written notice of such neglect or failure. Written notice of cancellation of this

Agreement shall state the date upon which the Contractor shall cease all Work under this Contract and vacate the Project(s) site(s). Contractor shall, upon receipt of such notice, unless otherwise directed by the City: Stop all Work on the Project(s) on the date specified in the notice (the effective date); Take such action as may be necessary for the protection and preservation of the City's materials and property; Cancel all cancelable orders for materials and equipment; Assign to the City and deliver to the site, or any other location specified by the City, any non-cancelable orders for materials and equipment that cannot otherwise be used except for Work under the Contract Documents and have been specifically fabricated for the sole purpose of the Work and not incorporated in the Work; Take no action that shall increase the amounts payable by the City under the Contract Documents and take reasonable measures to mitigate the City's liability under the Contract Documents. All charts, drawings, reports, as-builts and other documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the City. Failure to timely deliver the documentation shall cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the City.

20. AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

21. VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

22. SIGNATORY AUTHORITY

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

23. SEVERABILITY; WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting 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 enforceability of that provision or of the remainder of this Agreement.

24. UNCONTROLLABLE CIRCUMSTANCES

24.1 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, such as delays in permitting due to outside agencies, which are beyond the Contractor's control.

24.2 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.

25. 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.

26. 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.

27. CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

28. SCRUTINIZED COMPANIES – SECTIONS 287.135 AND 215.473

By execution of this Agreement, in accordance with the requirements of F.S. Sections 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

28.1 Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

28.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

28.2.1 Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

28.2.2 Is engaged in business operations in Syria.

28.3 Submitting a false certification, or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

29. PUBLIC RECORDS

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

29.1.1 Keep and maintain public records required by the City in order to perform the service.

29.1.2 Upon request from the City, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the City.

29.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement and any renewals thereof if Contractor does not transfer the records to the City.

29.1.4 Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of Contractor, or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and

exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

29.2 During the term of this Agreement and any renewals, Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

30. E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. The City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

31. CUSTODIAN OF RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321

(954) 597-3505
CITYCLERK@TAMARAC.ORG

32. FOREIGN ENTITY OWNERSHIP ATTESTATION

By execution of the Agreement, and in compliance with Section 287.138(2), Florida Statutes, Contractor attests that Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest of Contractor; Contractor is not organized under the laws of, and does not have a principal place of business in, a foreign county of concern.

33. ANTI-HUMAN TRAFFICKING ATTESTATION

By execution of the Agreement and in accordance with Section 787.06(13), Fla. Statutes, Contractor attests that Contractor does not use coercion for labor or services as defined in Section 787.06, Fla. Statutes, entitled “Human Trafficking.”

Remainder of Page Intentional Left Blank

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

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

ATTEST:

Levent Sucuoglu, City Manager

Kimberly Dillon, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

CONTRACTOR

ANZCO, INC.
Company Name

Signature of Corporate Secretary

Signature of President / Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President / Owner

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF :
:SS
COUNTY OF :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, President/Owner of **ANZCO, 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 , 20 .

_____
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.

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Entity, hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking.”

The undersigned is authorized to execute this affidavit on behalf of Entity.

ENTITY

Date: _____, 20___
Entity: _____

Signed: _____
Name: _____
Title: _____

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a Foreign Country of Concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Fla. Stat.)

2. The government of a Foreign Country of Concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Fla. Stat.)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a Foreign Country of Concern. (Source: § 287.138(2)(c), Fla. Stat.)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

ENTITY

Date: _____, 20___
Entity: _____

Signed: _____
Name: _____
Title: _____

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Vanessa Charry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14362

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14362 - A Resolution of the City Commission of the City of Tamarac, Florida, approving the execution of an Agreement with Austin Tupler Trucking, Inc. For Lime Sludge Removal, Hauling, and Disposal Services, in accordance with the City of Sunrise Bid No. 25-62-05-HR; in amount not to exceed $1,047,900.00 for the initial two (2)-year contract term, through November 12, 2027; authorizing an expenditure of funds for an amount not to exceed the approved annual budget, or as may be amended by City Commission for said purpose; authorizing proper City Officials to execute contract renewals; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The Public Services Director recommends that the City Commission approve the execution of an Agreement with Austin Tupler Trucking, Inc. for Lime Sludge Removal, Hauling, and Disposal Services, in accordance with the City of Sunrise, Bid No. 25-62-05-HR, for an initial contract term of two (2) years, from November 12, 2025, through November 12, 2027, with two (2) additional one-year renewal options, for an expenditure not to exceed the City's annual budget for Lime Sludge Disposal; and that this item be placed on the January 14, 2026, Commission Meeting Agenda.

BACKGROUND: Lime sludge is a by-product of the water treatment process and must be periodically removed, hauled, and disposed of from the City's Water Treatment Plant to ensure continued operations and regulatory compliance.
The City of Tamarac currently has a contract with Prolime Corporation to provide lime sludge removal, hauling, and disposal services, which is set to expire on January 14, 2026. The approved contract price under this agreement is

$39.90 per cubic yard (CY).

City staff have continued to monitor regional market pricing and available procurement options. Through review of the City of Sunrise's competitively awarded contract for Lime Sludge Removal, Hauling, and Disposal Services under Bid No. 25-62-05-HR, City staff identified significantly more favorable pricing with Austin Tupler Trucking, Inc., at $23.95 per cubic yard (CY) for hauling and disposal services.

The City of Sunrise competitively solicited these services and awarded the contract to Austin Tupler Trucking, Inc. as the lowest responsive and responsible bidder. The resulting contract provides for an initial two (2)-year term, with two (2) additional one-year renewal options, subject to budget approval.

The City of Tamarac is authorized under its procurement code to utilize contracts competitively awarded by other governmental entities, provided the solicitation process, scope of services, and contract terms are substantially similar and compliant with applicable procurement requirements. City staff reviewed the City of Sunrise contract and determined that it satisfies the City of Tamarac's operational needs and procurement standards.

Utilizing this competitively awarded contract enables the City of Tamarac to maintain uninterrupted lime sludge removal services, ensures pricing and terms established through a formal competitive process, and avoids the time and administrative costs associated with conducting a separate solicitation.

The Austin Tupler Trucking contract represents a substantial cost savings to the City of Tamarac. Utilizing this existing competitively awarded contract allows the City to transition services upon expiration of the current agreement, maintain continuity of operations, and achieve improved fiscal efficiency.

Contract Summary
Scope of Project: Lime Sludge Removal, Hauling, and Disposal
Contractor: Austin Tupler Trucking, Inc.
Contractor Location: Davie, Florida
Contract Cost: $23.95 per cubic yard (CY)
Term / Completion: The initial contract term is for two (2) years, commencing on November 12, 2025, with two (2) additional one-year renewal options.

ISSUE: To approve the execution of an Agreement with Austin Tupler Trucking, Inc. for Lime Sludge Removal, Hauling, and Disposal Services, in accordance with the City of Sunrise, Bid No. 25-62-05-HR, for an initial contract term of two (2) years, and to authorize expenditures not to exceed the annual budget for this purpose.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:

TR 14362 MEMO Lime Sludge Removal Renewal EH12.16.25.docx
TR 14362 RESO Lime Sludge Removal Renew EH 1.7.26.docx
Exhibit A - TR 14362 Lime Sludge Removal.pdf
Exhibit B - TR 14362 Agreement Draft Austin Tupler Trucking Inc.docx

City of Tamarac
Interoffice Memorandum
Public Services Department

To: **Levent Sucuoglu, City Manager**

Thru: **Maxine Calloway, Deputy City Manager/Community Development Director**

Thru: **Mustafa Albassam, P.E., Public Services Director**

From: **Earl Henry, P.E., Assistant Director of Public Services, Utilities** EH

Date: **December 15, 2025**

Re: **TR #14362 –Lime Sludge Removal, Hauling, and Disposal Services – January 14, 2026, Commission Agenda**

RECOMMENDATION:

The Public Services Director recommends that the City Commission approve the execution of an Agreement with Austin Tupler Trucking, Inc. for Lime Sludge Removal, Hauling, and Disposal Services, in accordance with the City of Sunrise, Bid No. 25-62-05-HR, for an initial contract term of two (2) years, from November 12, 2025, through November 12, 2027, with two (2) additional one-year renewal options, for an expenditure not to exceed the City's annual budget for Lime Sludge Disposal; and that this item be placed on the January 14, 2026, Commission Meeting Agenda.

ISSUE:

To approve the execution of an Agreement with Austin Tupler Trucking, Inc. for Lime Sludge Removal, Hauling, and Disposal Services, in accordance with the City of Sunrise, Bid No. 25-62-05-HR, for an initial contract term of two (2) years, and to authorize expenditures not to exceed the annual budget for this purpose.

BACKGROUND:

Lime sludge is a by-product of the water treatment process and must be periodically removed, hauled, and disposed of from the City's Water Treatment Plant to ensure continued operations and regulatory compliance.

The City of Tamarac currently has a contract with Prolime Corporation to provide lime sludge removal, hauling, and disposal services, which is set to expire on January 14, 2026. The approved contract price under this agreement is $39.90 per cubic yard (CY). City staff have continued to monitor regional market pricing and available procurement options. Through review of the City of Sunrise's competitively awarded contract for Lime Sludge Removal, Hauling, and Disposal Services under Bid No. 25-62-05-HR, City staff identified significantly more favorable pricing with Austin Tupler Trucking, Inc., at $23.95 per cubic yard (CY) for hauling and disposal services.

The City of Sunrise competitively solicited these services and awarded the contract to Austin Tupler Trucking, Inc. as the lowest responsive and responsible bidder. The

resulting contract provides for an initial two (2)-year term, with two (2) additional one-year renewal options, subject to budget approval.

The City of Tamarac is authorized under its procurement code to utilize contracts competitively awarded by other governmental entities, provided the solicitation process, scope of services, and contract terms are substantially similar and compliant with applicable procurement requirements. City staff reviewed the City of Sunrise contract and determined that it satisfies the City of Tamarac's operational needs and procurement standards.

Utilizing this competitively awarded contract enables the City of Tamarac to maintain uninterrupted lime sludge removal services, ensures pricing and terms established through a formal competitive process, and avoids the time and administrative costs associated with conducting a separate solicitation.

The Austin Tupler Trucking contract represents a substantial cost savings to the City of Tamarac. Utilizing this existing competitively awarded contract allows the City to transition services upon expiration of the current agreement, maintain continuity of operations, and achieve improved fiscal efficiency.

Contract Summary

Scope of Project:	Lime Sludge Removal, Hauling, and Disposal
Contractor:	Austin Tupler Trucking, Inc.
Contractor Location:	Davie, Florida
Contract Cost:	$23.95 per cubic yard (CY)
Term / Completion:	The initial contract term is for two (2) years, commencing on November 12, 2025, with two (2) additional one-year renewal options.

FISCAL IMPACT:

The expense for the contract award is budgeted in Account No. 425-6020-533.43-11 entitled, "Sludge Removal". Below is a list of historic costs from FY 2024 – FY 2025, FY 2026 Budget, and projected Budgets for FY 2027 and FY 2028:

FY 2024 Actual Expenses	$276,865.71
FY 2025 Actual Expenses	$416,157.00
FY 2026 Budget	$499,000.00
FY 2027 Proposed Budget	$548,900.00*
FY 2028 Proposed Budget	$603,790.00*

*Proposed Budgets for FY 2027 and FY 2028, which are subject to City Commission approval, include additional contingencies for price volatility, emergencies, rebidding contracts, default by current contractor, etc.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE EXECUTION OF AN AGREEMENT WITH AUSTIN TUPLER TRUCKING, INC. FOR LIME SLUDGE REMOVAL, HAULING, AND DISPOSAL SERVICES, IN ACCORDANCE WITH THE CITY OF SUNRISE BID NO. 25-62-05-HR; IN AN AMOUNT NOT TO EXCEED $1,047,900.00 FOR THE INITIAL TWO (2)-YEAR CONTRACT TERM, THROUGH NOVEMBER 12, 2027; AUTHORIZING AN EXPENDITURE OF FUNDS FOR AN AMOUNT NOT TO EXCEED THE APPROVED ANNUAL BUDGET, OR AS MAY BE AMENDED BY CITY COMMISSION FOR SAID PURPOSE; AUTHORIZING PROPER CITY OFFICIALS TO EXECUTE CONTRACT RENEWALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lime sludge is a by-product of the water treatment process and must be periodically removed, hauled, and disposed of from the City's Water Treatment Plant to ensure continued operations and regulatory compliance; and

WHEREAS, the City of Sunrise competitively solicited Lime Sludge Removal, Hauling, and Disposal Services under Bid No. 25-62-05-HR, and awarded the contract to Austin Tupler Trucking, Inc. as the lowest responsive and responsible bidder, by Commission approval on November 12, 2025; and

WHEREAS, the resulting contract provides for an initial two (2)-year term, from November 12, 2025, through to November 12, 2027, with two (2) additional one-year renewal options, subject to budget and City approval; and

WHEREAS, the City of Tamarac is authorized under its procurement code to utilize contracts competitively awarded by other governmental entities, provided the solicitation process, scope of services, and contract terms are substantially similar and compliant with applicable procurement requirements; and

WHEREAS, City staff reviewed the City of Sunrise contract and determined that it satisfies the City of Tamarac's operational needs, procurement standards, and budgetary requirements; and

WHEREAS, the pricing available under the City of Sunrise contract with Austin Tupler Trucking, Inc., at $23.95 per cubic yard (CY) for hauling and disposal services, represents a substantial cost savings when compared to the City's current contract pricing; and

WHEREAS, it is the recommendation of the Public Services Director, Financial Services Director, and the Procurement & Contracts Manager that the City Commission approve the execution of an Agreement with Austin Tupler Trucking, Inc. for Lime Sludge Removal, Hauling, and Disposal Services, in accordance with City of Sunrise Bid No. 25-62-05-HR, effective immediately through November 12, 2027; and

WHEREAS, the Agreement between the City of Tamarac and Austin Tupler Trucking, Inc. for Lime Sludge Removal, Hauling, and Disposal Services, is attached hereto as Exhibit "B"; and

WHEREAS, a copy of the City of Sunrise award documentation and bid materials

is attached hereto and incorporated herein by reference as “Exhibit A.”

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, and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The City Commission HEREBY approve the execution of an Agreement with Austin Tupler Trucking, Inc. for Lime Sludge Removal, Hauling, and Disposal Services, in accordance with the City of Sunrise Bid No. 25-62-05-HR, for an initial contract term of two (2) years, through November 12, 2027, with two (2) additional one-year renewal options, subject to budget and City approval.

SECTION 3: The City Commission HEREBY approves the expenditures from the appropriate accounts not to exceed the annual budgeted amount, or as may be amended by city commission for the purchase of Lime Sludge Removal, Hauling, and Disposal.

SECTION 4: The City Manager or designee is HEREBY authorized to extend or renew the Agreement and to approve assignments and other amendments, as appropriate.

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.

"The remainder of this page left blank intentionally."

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

PASSED, ADOPTED AND APPROVED this _____ day of _____,2026.

_____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: V/M. BOLTON	_____
DIST 2: COMM. WRIGHT, JR	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

_____
HANS OTTINOT
CITY ATTORNEY

FINANCE & ADMINISTRATIVE SERVICES
Purchasing Office
Phone: 954-572-2274

November 18, 2025

Glen Tupler, President
Austin Tupler Trucking, Inc.
6570 SW 47th Court
Davie FL 33314
E-mail address: tupler@tuplertrucking.com
Vendor No. 340

Re: Letter of Award
Lime Sludge Removal Services

Solicitation No. BID 25-62-05-HR
Resolution No: 25-173 Commission approval : Wednesday, November 12, 2025
Munis Contract No: 2026000225

Dear Contractor:

This notice is to advise you that the Sunrise City Commission awarded your firm the above referenced bid.

The contracted price is as follows:

Digging & Stockpiling	$250.00/hour
Hauling	$23.95/cubic yard

The initial contract period shall be for two (2) years, commencing on **November 12, 2025** . In addition, the City reserves the right to renew the contract for two (2) additional one (1) year periods, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City, contingent upon budget approval.

The Purchasing Office will issue you a Purchase Order and will mail it to you. Should you have any questions, do not hesitate to contact me.

Sincerely,

Holly Raphaelson

Holly Raphaelson, MBA, C.P.M., CPPO, CPSM, NIGP-CPP
Procurement Specialist
Direct No: 954-572-2202.
E-mail address: hraphaelson@sunrisefl.gov

SECTION 5 - BID SUBMISSION CHECK LIST

COMPANY NAME: (Please Print): **AUSTIN TUPLER TRUCKING, INC.**
Phone: **954-583-0801** Fax:

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

X	1.	Carefully read the SPECIFICATIONS.
X	2.	Properly fill out the BID SHEET and CERTIFICATION PAGE (Schedule "A").
X	3.	Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.
X	4.	Sign the VENDOR DRUG FREE STATEMENT (Schedule "C").
X	5.	Fill out the VENDOR QUALIFICATION STATEMENT (Schedule "D"), if required.
	6.	Include WARRANTY INFORMATION FORM AND EXHIBITS (Schedule "E"), if required.
X	7.	CHECK THE INSURANCE and LICENSE requirements to be sure you comply, and submit PROOF of INSURANCES or LICENSES, if required, with your Bid (Schedule "F").
	8.	Complete STATEMENT OF NO BID (Schedule "G"), if applicable.
X	9.	Submit Electronically.
	10.	Include a Bid Bond, if applicable.
X	11.	Make sure your BID is submitted prior to the deadline. Late Bids will not be accepted.

FAILURE TO PROVIDE THE REQUESTED SCHEDULES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.
THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.
THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

SECTION 6 – BID SUBMISSION PACKAGE

SCHEDULE "A"
CITY OF SUNRISE
BID SHEET & CERTIFICATION

ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING

Item No.	Estimated Qty.	Description	Unit Cost	Extended Total
1.	150 Hours	Digging	$ 250.00 /hr	$ 37,500.00
2.	100 Hours	Stockpiling	$ 250.00 /hr	$ 25,000.00
3.	18,000 Cubic Yards	Hauling (from SPRINGTREE Facility)	$ 23.95/Cubic Yard	$ 431,100.00
4.	3,000 Cubic Yards	Hauling (from SOUTHWEST Facility)	$ 23.95/Cubic Yard	$ 71,850.00

TOTAL BID OFFER (Items 1-4): $ 565,450.00

FIVE HUNDRED SIXTY-FIVE THOUSAND FOUR HUNDRED AND FIFTY DOLLARS
(Written Amount)

All deliveries will be made by Common Carrier ONLY. Yes__x__ No_____

Delivery will be made within TWO calendar days after receipt of purchase order. *(To Be Completed ONLY if Bidder is unable to comply with specified delivery requirements indicated within the bid document.*

If applicable, would you extend the prices bid herein to other municipalities? Award of bid is not contingent upon concurrence with this offer to other municipalities. Yes: _____ No: X

ADDENDUM RECEIPT
Bidder shall acknowledge below the receipt of any and all addenda, if any, by listing the Addenda No. and date of issuance.

ADDENDUM NO: 1 /DATE 7/17/2025 ADDENDUM NO: _____/DATE_____

ADDENDUM NO: _____/DATE_____ADDENDUM NO: _____/DATE_____

AUSTIN TUPLER TRUCKING, INC. Vendor Name

GLEN TUPLER Name of Authorized Person

BID TITLE: Lime Sludge Removal Services BID NUMBER: 25-62-05-HR

SCHEDULE "A" (Continued)

I, the undersigned hereby agree to furnish the items and / or services described in this Invitation for Bid. I certify that I have read the entire document, including the Specifications, Requirements, Terms & Conditions and Schedules, and agree to furnish the items and services under the requirements of the Bid.

I also certify that this Bid is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Respondent certifies by his/her signature that the person signing this Certification is authorized to bind the firm by their signature.

Company Name: **AUSTIN TUPLER TRUCKING, INC**

Address **6570 S.W. 47TH COURT**

City **DAVIE** State **FL** Zip **33314**

Phone# **954-583-0801** Fax# _____ E-Mail **tupler@tuplertrucking.com**

Signature: _____ Title **PRESIDENT**

Printed Name: **GLEN TUPLER**

FEID or Social Security No. **59-142-6412**

SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT

Please be advised that pursuant to Section 119.071(5) (a) 2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

BID TITLE: Lime Sludge Removal Services BID NUMBER: 25-62-05-HR

SCHEDULE "B"
CITY OF SUNRISE
NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in, executed and notarized by the Bidder. If the bid is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the bid.

STATE OF **FLORIDA**)
) SS
COUNTY OF **BROWARD**)

GLEN TUPLER, being first duly sworn, deposes and says that
(Type or print name of person who is signing below)

1. He/she is the **PRESIDENT** *(Owner, Partner, Officer, Representative or Agent)* of the Bidder that has submitted the attached Bid.

2. He/she is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

3. Said Bid is made without any connection or common interest in the profits with any other persons making a Bid for the said commodities/services. Said Bid is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Sunrise is directly or indirectly interested therein. If any relatives are employed by the City, indicate name and relationship below.
4. Under penalty of perjury, I certify that the information presented in this Affidavit is true and accurate. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in disqualification from submitting bids, and/or referral to criminal law enforcement. The information provided is subject to verification by the City of Sunrise.
5. I understand that Florida Statutes Chapter 817 provides that willful false statements or misrepresentation is a misdemeanor of the first degree punishable by fines or imprisonment provided under Florida Statutes §775.082 or 775.83. I further understand that any willful misstatement of information will be grounds for disqualification. I certify, under oath, that the information provided is true and correct.

Name: **GLEN TUPLER** Relationship: **PRESIDENT**
Name: _____ Relationship: _____

Company Name: **AUSTIN TUPLER TRUCKING, INC.**

Bidder's Authorized Signature: _____

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this **22nd** day of **JULY**, 20**25**, by **Glen Tupler**, as **President** (title) of **Austin Tupler Trucking Inc** (Company).

_____
Signature of Notary Public – State of Florida

(SEAL)

LIDICE DENIS CABRERA
MY COMMISSION # HH 323270
EXPIRES: October 18, 2026

_____
Print, type or stamp commissioned name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____

BID TITLE: Lime Sludge Removal Services BID NUMBER: 25-62-05-HR

SCHEDULE "C"
CITY OF SUNRISE

BIDDER'S DRUG - FREE WORKPLACE CERTIFICATION

Preference may be given to Vendors submitting a certification with their bid/Bid 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 SUBMISSIONS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids, Bids or replies which 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:

1. 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.

2. 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.

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

4. 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 such conviction.

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

6. 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 Vendor complies fully with the above requirements.

I hereby certify that the company submitting this Bid has established a Drug Free work place program in accordance with State Statute 287.087

VENDOR'S SIGNATURE

AUSTIN TUPLER TRUCKING, INC.

COMPANY'S NAME

BID TITLE: Lime Sludge Removal Services BID NUMBER: 25-62-05-HR

SCHEDULE "D"
CITY OF SUNRISE
BIDDER'S QUALIFICATION STATEMENT

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

Company Name: **AUSTIN TUPLER TRUCKING, INC.**

Address:

6570 S.W. 47TH COURT	**DAVIE**	**FL**	**33314**
Street	City	State	Zip Code

Telephone:(**954**) **583-0801** Fax:(____)_____E-Mail: **tupler@tuplertrucking.com**
Web Site: **www.tuplertrucking.com**

How many years has your organization been in business under its present name? **69 yrs** Yes

If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:
N/A

Under what former names has your business operated? :
N/A

At what address was that business located?
N/A

Are You Certified? Yes_____ No _____ If Yes, ATTACH COPY OF LICENSE
Are You Licensed? Yes **X** No_____ If Yes, ATTACH COPY OF LICENSE

Has your company or its senior officers ever declared bankruptcy?
Yes_____ No **X** If yes, explain:

Are you a sales representative,_____ distributor, **X** broker, _____ manufacturer _____ of the commodities/services bid upon?

Have you ever received a Contract or a Purchase Order from the City of Sunrise or other government entity? Yes **X** No _____ If Yes, explain (date, service/project, bid title, etc.)
SEE ATTACHED PAGE

Have you ever received a complaint on a Contract or bid awarded to you by any government entity? Yes_____ No **X** if yes, explain:

AUSTIN TUPLER TRUCKING, INC.

BID 25-62-05-HR LIME SLUDGE REMOVAL SERVICES

(PAGE 26)

MARGATE CO-OP BID # 2022-006 - 10 YEARS

FURNISH AND DELIVER AGGREGATES

SCHOOL BOARD OF BROWARD COUNTY – ITB 26-032 - 10 YEARS

FURNISH AND DELIVER AGGREGATES

TOWN OF DAVIE – ITB 2023-046 2023

PURCHASE OF ROAD CONSTRUCTION MATERIALS

CITY OF DELRAY BEACH – ITB 2023-046 - 2025

PURCHASE OF ROAD CONSTRUCTION MATERIALS

Have you ever been debarred or suspended from doing business with any government entity?
Yes _____ No __X___If Yes,
explain_____

Please identify each incident within the last five (5) years where a civil, criminal, administrative, other similar proceeding was filed or is pending; if such proceeding arises from or is a dispute concerning the Consultant's rights, remedies or duties under a Contract for the same or similar type services to be provided under this Bid:

_____

_____

(Attach additional sheets as necessary)

BID TITLE: Lime Sludge Removal Services BID NUMBER: 25-62-05-HR

SCHEDULE "D"
(Continued)
REFERENCES:

List all pertinent government agencies and private firm(s) with whom you have done business within the past three (3) years:

Agency/Firm Name: TOWN OF DAVIE
Address: 3500 SW 76 AVE.
City/State/Zip Code: DAVIE, FL
Phone: 954-797-1000
Fax:
Contact: STANLEY EBANKS
E-Mail: procurement@davie-fl.gov

Agency/Firm Name: PALM BEACH COUNTY
Address: 1500 JOG RD
City/State/Zip Code: WEST PALM BEACH, FL
Phone: 561-493-6180
Fax:
Contact: TIM McALEER
E-Mail: tmcaleer@pbcwater.com

Agency/Firm Name: FLORIDA KEYS AQUEDUCT
Address: 35400 SW 192 AVE.
City/State/Zip Code: HOMESTEAD, FI
Phone: 786-256-0995
Fax:
Contact: WILLIAM BASTIAN
E-Mail: wsebastian@fkaa.com

Agency/Firm Name: BROWARD COUNTY SCHOOL BOARD
Address: 7720 W OAKLAND PARK BLVD.
City/State/Zip Code: SUNRISE, FL 33351
Phone: 954-347-5981
Fax:
Contact: JARRETT NORTON
E-Mail: jarrettnorton.2@browardschools.com

Agency/Firm Name: MARGATE CO-OP BID
Address: 5790 MRGATE BLVD.
City/State/Zip Code: MARGATE, FL 33063
Phone: 954-321-0507
Fax:
Contact: LISA PIERRE
E-Mail: lpierre@margatefl.com

Agency/Firm Name: AMERICAN ENGINEERING & DEV. CORP
Address: 11765 OKEECHOBEE RD.
City/State/Zip Code: HIALEAH GARDENS, FL 33016
Phone: 954-825-9805
Fax:
Contact: DAVID GUERRA
E-Mail: dguerra@aedcorp.com

YOUR COMPANY NAME AUSTIN TUPLER TRUCKING, INC
ADDRESS 6570 SW 47TH COURT
DAVIE, FL 33314
PHONE: 954-583-0801 FAX:
EMAIL: tupler@tuplertrucking.com

SCHEDULE "E"
CITY OF SUNRISE

NOT APPLICABLE

WARRANTY INFORMATION FORM

ALL BLANKS SHOULD BE FILLED IN AND SUBMITTED WITH BID
MINIMUM WARRANTY SHALL BE AS SPECIFIED HEREIN

MAKE AND MODEL OF ITEM PROPOSED:

_____
_____
_____

DOES WARRANTY APPLY TO ENTIRE PACKAGE OR ONLY TO SPECIFIC PARTS? (State Explicitly)

_____
_____
_____

DOES WARRANTY INCLUDE LABOR FOR REPLACEMENT OF DEFECTIVE PARTS?
_____YES_____NO

WARRANTY PERIOD FOR PARTS
REPLACEMENT_____

WHO WILL PROVIDE LABOR, AND WHERE, IN THE EVENT OF FAILURE WITHIN WARRANTY
PERIOD?_____
_____
_____

TELEPHONE:_____ FAX: _____
EMAIL: _____

NEAREST SOURCE TO THE CITY OF SUNRISE FOR PARTS AND SERVICE AFTER WARRANTY PERIOD:

_____
_____
TELEPHONE: _____FAX:_____
EMAIL: _____

A COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:
_____YES _____NO

NAME OF BIDDER: _____

SIGNATURE AND TITLE: _____
TELEPHONE: _____ FAX: _____

DATE: _____

BID TITLE: Lime Sludge Removal Services BID NUMBER: 25-62-05-HR

SCHEDULE "F"
CITY OF SUNRISE

PROOF OF INSURANCE, REQUIRED LICENSES AND CERTIFICATIONS

ATTENTION BIDDER:

ATTACH TO SCHEDULE "F":

1. PROOF OF INSURANCE AS SPECIFIED HEREIN
2. COPIES OF LICENSES, IF APPLICABLE
3. IRS FORM W-9

NOTE: Only the successful Bidder shall be required to provide a Certificate of Insurance naming the City of Sunrise as additional insured.

BID TITLE: Lime Sludge Removal Services

BID NUMBER: 25-62-05-HR

SCHEDULE "G"
CITY OF SUNRISE

Not applicable

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this solicitation, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Bidders for the City of Sunrise. Please indicate bid name and number on the outside of the envelope. Thank you.

MAIL TO: CITY OF SUNRISE
10770 W. OAKLAND PARK BLVD.
SUNRISE, FL 33351
ATTN: CITY CLERK'S OFFICE

We, the undersigned have declined to bid for the following reason:

_____ Specification too "tight," i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Invitation for Bid.

_____ We do not offer this product or an equivalent.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet Bond requirements.

_____ Specification unclear (explain below).

_____ Other (specify below).

REMARKS:

_____

_____

_____

COMPANY NAME: _____

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E MAIL: _____

BID TITLE: Lime Sludge Removal Services BID NUMBER: 25-62-05-HR

SCHEDULE "H"
CITY OF SUNRISE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: July 22, , 20 25 Signed: _____

Entity: AUSTIN TUPLER TRUCKING INC Name: GLEN TUPLER

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 22nd day of JULY, 20 25, by GLEN TUPLER, as PRESIDENT for AUSTIN TUPLER TRUCKING, INC., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

LIDICE DENIS CABRERA
MY COMMISSION # HH 323270
EXPIRES: October 18, 2026

Revised 01-11-24 mjs

INVITATION FOR BID

PURCHASING DIVISION
Mailing Address:
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

Bid Data

Bid Number:	BID 25-62-05-HR
Service or Commodity Title:	Lime Sludge Removal Services
Purchasing Agent:	Holly Raphaelson, C.P.M., CPSM, CPPO, NIGP-CPP, Procurement Specialist
Phone:	(954) 572- 2202
Fax:	(954) 578-4809
Email:	ALLPUR@SUNRISEFL.GOV
Email Subject:	BID 25-62-05-HR

Deadline for Questions

Day/Date:	Monday, July 14, 2025
Time:	12:00 p.m.

Bid Opening

Day/Date:	Wednesday, July 23, 2025
Time:	2:00 p.m.
Physical Location:	City Hall First Floor Everglades Room 10770 West Oakland Park Blvd. Sunrise, FL 33351

Bid Contents

Section 1: Specifications/Scope of Work
Section 2: Attachments
Section 3: Instructions to Bidders
Section 4: Terms and General Conditions
Section 5: Bid Submission Check List
Section 6: Bid Submission Package

Bid packages and specifications are no longer available directly from the City of Sunrise Purchasing Division. The City is now using **Onvia DemandStar** for the posting and distribution of all City Bids, RFPs, RFQs, RLIs and Quotations. This Bid may be obtained at www.demandstar.com. The City is not responsible for the accuracy of other means of distribution. Alteration of the content of this document shall result in disqualification.

NOTE: If not submitting a bid, fill out and return the "Statement of No Bid" Form of this document.

SPECIAL ACCOMMODATION:

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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 F.S.S. 286.0105. The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

SECTION 1 – SPECIFICATIONS

The City of Sunrise is soliciting bids for a Contractor to dig, stockpile haul and dispose of lime sludge produced by water treatment plants at various locations. The lime sludge must be dug, stockpiled, hauled and disposed of periodically. The Contractor shall furnish all labor, materials, all equipment necessary to perform the work as specified herein: machinery, tools, transportation, supplies, services and supervision for the work described herein.

The City currently has two active water treatment plant facilities. The City may add additional locations, if necessary. The hourly rate bid for digging, and stockpiling if required, shall apply to any additional locations. If additional locations are added, the awarded Contractor shall provide a written proposal for hauling at the equivalent unit cost per cubic yard.

At all facilities, the Contractor shall use a Hydraulic Excavator for digging, and a Front End Loader for loading dump trucks. The use of a dragline is acceptable, if first approved in writing by the City's designated representative prior to use. The Contractor shall provide details of proposed trucks including specifications, capacity, dimensions, vehicle identification numbers, model numbers and pictures of each truck (and or trailer).

The City shall only pay for hours worked at each location. The City shall not pay for travel time, equipment or rental costs. Prices bid shall include any and all fees related to removing and disposing of lime sludge at the specified locations.

Purchase orders will be issued, on an as needed basis, prior to commencement of services.

DISPOSAL SITES

Contractor shall be responsible for supplying all equipment and manpower necessary for loading, transporting and disposing of the lime sludge. Finding a disposal site is the responsibility of the Contractor. Contractor shall be responsible for complying with all applicable codes and regulations with regards to disposal sites.

RESPONSE TIME

Digging and stockpiling work shall be started within three (3) working days after request by the City's designated representative at each location. Disposal must be completed within two (2) consecutive working days of Contractor's mobilization on each site.

MEASUREMENT OF QUANTITIES FOR BILLING PURPOSES

Payment for disposal shall be made on the basis of Cubic Yards of material removed. (Each truckload may contain 20 to 30 cubic yards). Contractor shall generate individual load receipts for each truckload which will be verified and signed off by a City representative.

WORKING HOURS AND SCHEDULING INTERVALS

Service shall be performed during the hours designated by the City's designated representative and in such a manner as not to disrupt ongoing utility operations. Generally work shall be required on normal work days (between the hours of 8:00 a.m. and 4:00 p.m.), excluding weekends and City holidays. However, the City may require services at any given time. If work is required at other than normal working hours, Contractor shall be paid at one and a half times hourly rate bid.

RESTORATION

The Contractor shall remove all the lime sludge from the ponds/lagoons when they are contacted for service. Any damage done to the drying bed, pond, and lagoon berms during the digging and stockpiling activities shall be restored by the contractor to its original state.

The Contractor shall be responsible for cleaning any spillage, site clean-up and grading access road and storage areas at completion of each removal. This excludes additional aggregate or road rock that might be required.

LOCATIONS:

SPRINGTREE FACILITY - 4350 Springtree Drive, Sunrise, Florida 33351

There is one lime sludge storage pond (lagoon) at this location. The pond is 155' long x 50' wide x 15' deep. There is also a lime sludge stockpile storage area on grade level which measures approximately 160' long x 135' wide. Contractor shall be required to dig out the pond and stockpile the lime sludge in the storage area to allow the sludge time to dry, and haul the lime sludge at this facility as needed and requested by the City representative.

IMPORTANT: Due to current security regulations, all trucks coming to the Springtree facility MUST enter on Springtree Drive. However, Contractor may NOT access Springtree Drive from University Drive or NW 84th Avenue. All trucks must arrive via N.W. 44th Street to Springtree Drive. When leaving the facility, all trucks must exit via N.W. 44th Street. A map outlining this route will be provided to the awarded Contractor.

SOUTHWEST FACILITY – 15400 Watermill Road, Davie, Florida 33331

There are two ponds (lagoons) at this location. Pond #1 is 80' long x 80' wide x 8' deep and pond #2 is 80' long x 60' wide x 8' deep. There is a lime sludge stockpile storage area adjacent to the ponds, on grade level, which measures approximately 155' long x 80' wide. Contractor shall be required to dig out the ponds and stockpile the lime sludge in the storage area to allow the sludge time to dry, and haul the lime sludge at this facility as needed and requested by the City representative

SECTION 2 - ATTACHMENTS

Not applicable for this Bid.

SECTION 3 - INSTRUCTIONS TO BIDDERS

BIDDERS: TO INSURE ACCEPTANCE OF THE BID, THE FOLLOWING INSTRUCTIONS MUST BE ADHERED TO:

This Request for Bid is to remove residual solids from the City of Sunrise. After receipt of an offer and acceptance by the City Commission, commodities or services will be provided as an award letter notifying the Bidder of acceptance of their Bid by the City Commission specifying duration of the Contract with extension periods if any, and the method of ordering.

3.1 HOW TO SUBMIT A BID

Contractor's solicitation response must be submitted electronically through Demandstar, the City's designated electronic bidding system. It is solely the Contractors' responsibility to assure its response is submitted and received in Demandstar by the date and time specified in the solicitation. The City will not consider responses received by any other means. The official time for electronic submittals is the Demandstar server. All parties will, without reservation accept the official time. Any bid may be rejected for noncompliance to requirements after a full review by the Purchasing Office. Any request for an extension of time necessitated by an unforeseen emergency should be made prior to the Bid Opening and directed to the Purchasing Manager/Designee, City of Sunrise (954) 572-2274.

FAXED BIDS WILL NOT BE ACCEPTED

3.2 THE BID PACKAGE

The bid package consists of Specifications, Additional Requirements, Attachments, Instructions to the Bidders, Terms and General Conditions, and the following Schedules:

Schedule "A" - Bid Sheet & Certification
Schedule "B" - Non-Collusion Affidavit
Schedule "C" - Bidder's Drug Free Statement
Schedule "D" - Bidder's Qualification Statement
Schedule "E" - Warranty Information Form (If Applicable)
Schedule "F" - Insurance & License Requirements
Schedule "G"- Statement of No Bid
Schedule "H" – Affidavit of Compliance with Foreign Entity Laws (If Applicable)

3.3 INQUIRIES, ADDENDA AND MODIFICATIONS

The Bidder must direct any inquiries on the specifications, additional requirements, attachments, terms and general conditions or instructions, in writing, either via U.S. Mail, Email or Fax, to the individual named on Page 1 at the Purchasing Division, City of Sunrise, 10770 West Oakland Park Blvd, Sunrise, Florida, 33351, Fax No. (954) 578-4809. All inquiries must be received by the Purchasing Division no later than 12:00 p.m. ten (10) calendar days prior to the Bid opening.

Any addenda or other modifications to the Documents will be made in writing, and issued by the City, prior to the time and date of Bid Opening. Such written addenda or modifications shall be part of the Documents and shall be binding upon each Bidder. No

verbal addenda or modifications shall be allowed nor shall any Bidder rely upon any verbal addenda or modifications in preparing or submitting its bid.

3.4 EXECUTION OF BID

Bid must contain an original signature of an authorized representative of the company in the space provided. Failure to sign the bid shall invalidate it, and it will not be accepted. All bids must be completed in ink or typewritten. No erasures are permitted. If a correction is necessary, the bidder should draw a single line through the entered figure and enter the corrected figure above it. Corrections should be initialed by the person signing the bid, or a duly authorized representative of the firm submitting bid. Any illegible entries, pencil bids or corrections not initialed may not be accepted. Only corrections that show the clear intent of the bidder, in the sole discretion of the City of Sunrise, will be accepted.

3.5 NO BID

If not submitting a bid, respond by returning the "STATEMENT OF NO BID" Schedule G of this Invitation for Bid. Repeated failure to respond without sufficient justification may be cause from removal of a Bidder's name from future solicitations.

3.6 PRE-BID CONFERENCE

Not applicable for this bid.

3.7 PRICES BID

List both the unit price and the extended total, if applicable. Prices must be stated in the units specified on the Bid Sheet. In case of a discrepancy in computing the amount of the bid between the unit price bid and the extended total, the unit price will govern. When bids are awarded on the basis of Lump Sum, if there is a discrepancy between the written and numeric amount, the written amount prevails.

3.8 F.O.B. POINT

All bid prices shall be F.O.B. destination freight prepaid and delivered by Vendor to the City's specified location(s).

3.9 BID VALIDITY

All bids shall remain valid for ninety (90) days after the time of bid opening. After this time period the Bidder may request the Bid be withdrawn.

3.10 DELIVERY / COMPLETION TIME / RESPONSE TIME

Digging and stockpiling work shall be started within three (3) working days after request by the City’s designated representative at each location. Disposal must be completed within two (2) consecutive working days of Contractor’s mobilization on each site.

If specified response time cannot be met, show number of days required to respond after receipt of Purchase Order or release order in space provided on the Bid Sheet. Response time may become a basis for making an award. Response shall be within the normal working hours of the user, Monday through Friday, excluding City holidays.

The delivery of the goods and /or services within the time specified is of the essence in this procurement. The City shall have the right to cancel any or all items(s) without obligation if delivery is not made on or before the time(s) specified. In the event Vendor fails to make timely shipment, City shall have the right to purchase elsewhere and unless they delay was caused by unforeseen circumstances beyond Vendor's control, Vendor shall reimburse City for any additional charges incurred.

3.11 SAMPLES

Not applicable to this bid.

3.12 WARRANTIES / GUARANTEES

Vendor warrants that the materials, goods, services and/or workmanship furnished and/or delivered pursuant to the Purchase Order shall:

Conform in all respects to the description, drawings and specifications contained in this Bid

Be merchantable and fit for the ordinary purpose for which such goods are used or intended to be used

Be new and unused, of good quality and free from defects whether latent or patent in material or workmanship

Be free from any security interests, liens or encumbrances. Vendor warrants that it has good and marketable title to the goods delivered

There is no infringement upon or violation of any copyrights or patent rights

Minimum warranty shall be one (1) year. The Bidder shall furnish with the bid all pertinent warranty data as it relates to the items bid upon. If requested, the Bidder is to complete Schedule "E".

3.13 ESTIMATED QUANTITIES

Estimated quantities represent a reasonable approximation of the number of units of each type or number of hours of item the City expects to purchase during a twelve (12) month period. Note: the estimated quantities do not constitute a guaranteed minimum order.

3.14 ADDITIONAL QUANTITIES/BALANCE OF LINE

The City reserves the right to buy additional quantities, if required, at the unit price quoted herein.

3.15 COMPLIANCE WITH LAWS

The Bidder and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Lack of knowledge on the part of the Bidder shall in no way relieve them from responsibility. The Bidder shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Contract. Bidder agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The

Bidder's obligations under this section shall survive termination, cancellation or expiration of this Contract.

3.16 BRAND NAMES / APPROVED EQUALS

Not applicable to this bid.

3.17 PAST PROBLEMS ON PRIOR CONTRACTS / LITIGATION

The Bidder shall disclose any pending or anticipated litigation between the Bidder and any other party or parties that might affect the performance of this Contract. Such litigation must be indicated on Schedule D. When the Bidder or a proposed sub-Contractor has previously worked for the City and has received complaints from the City or has been involved in disputes with the City about the work, the Bidder should submit with their bid an explanation of what, if anything, the Bidder has done or will do to avoid similar problems in the future. This explanation must deal specifically with the problems involved on the prior Contract and any organizational, operational or other changes which have been or will be implemented. If, in the sole judgment of the City, the Bidder has failed to provide an adequate plan to ensure that the Contractual dispute previously experienced by the City will not recur, the City reserves the right to reject the bid submitted by that Bidder.

3.18 BASIS OF AWARD

The City reserves the right to reject any and all bids, to waive any irregularity in bids received, to accept any item or group of items, unless qualified by the Bidder. The City reserves the right before recommending any award to inspect the Bidders' facilities or take any other action necessary to determine a Bidder's ability to perform in accordance with the specification, terms and conditions of the Invitation for Bid.

Award will be made on a Total Bid basis to the lowest responsive and responsible Bidder. In the event no Bidder bids all items, the City may award on an item by item basis.

In accordance with City of Sunrise Code Section 5-171, a *qualified bidder, responsible bidder, qualified offeror,* or *responsible offeror* means a person, firm or entity which is fully capable of meeting all requirements of the solicitation and subsequent contract. The qualified bidder, responsible bidder, qualified offeror, or responsible offeror must possess the full capability in all respects to perform fully the contract requirements, including but not limited to the financial resources, technical ability, business judgment, experience, qualifications, facilities, equipment, integrity, capacity and reliability, and must have the integrity and reliability which will assure good faith performance as determined by the city.

In accordance with City of Sunrise Code Section 5-171, a *responsive bid* or *responsive proposal* means a bid or proposal submitted by a responsive, and responsible or qualified, bidder or offeror which conforms in all material respects to the invitation to bid or request for proposals.

In accordance with City of Sunrise Code Section 5-171, a *responsive bidder* or *responsive offeror* means a person, firm or entity who has submitted a bid or proposal which conforms in all material respects to the invitation to bid or request for proposals.

The City may not request documentation of or consider a bidder's social, political or ideological interest when determining if the bidder is a responsible bidder. The City may not give preference to a bidder based on the bidder's social, political, or ideological interests.

In the event the successful bid is terminated or cancelled for any reason, the City reserves the right to make an award to the next lowest responsive and responsible Bidder, or re-bid the entire Contract or any part thereof, whichever is in the best interest of the City.

3.19 COST LIABILITY

The Bidder shall bear all costs associated with submitting the Bid, including preparation, site visitation or any travel connected with submittal of the Bid.

3.20 CONTENTS OF BID / PUBLIC RECORDS

Any material submitted in response to this Bid will become a public record pursuant to Chapter 119, Florida Statutes. No claim of confidentiality or trade secret will be honored unless a specific exemption from the public records law exists and the Florida or Federal statute identifying the exemption is identified in the Bid. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed.

3.21 INVESTIGATIONS OF CONDITIONS AFFECTING OPERATIONS

Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain conditions and requirements of the Bid. Failure to make investigations and examinations shall not relieve the successful Bidder from the obligation to comply in every detail with all provisions and requirements of the Bid nor shall it be a basis for any claim whatsoever for alteration in any term of or payment required by the Purchase Order or any subsequent Contract.

3.22 CONE OF SILENCE

This solicitation falls under Section 2-1 of the Code of Ordinances of the City of Sunrise, Florida, known as the Cone of Silence. After a Bid is opened, a person as defined in Section 2-1 may not seek information or clarification or in any way contact any official or employee of the City concerning this Bid with the exception of the City Attorney, the Procurement Manager or the contact person specifically designated in this Bid. A copy of any written communication shall be filed with the Purchasing Office and shall be made available to the public upon request. A violation of the Cone of Silence renders any award voidable at the sole discretion of the City Commission and may subject the Contractor to debarment in accordance with Section 2-1. Nothing in Section 2-1 prevents a Contractor or Contractor's representative from taking part in a public meeting concerning the Bid.

3.23 E-VERIFY – EMPLOYMENT ELIGIBILITY

By *submitting a response to this solicitation, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility*." Further, by your [registration as a vendor/response to this solicitation/entering into a contract] you affirm and represent that you are registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat. Compliance with Section 448.095 *includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees,*

and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination ***[as a vendor, disqualifying you for award of this solicitation, entering into a contract and/or, cancellation of an active contract],*** *or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by the Vendor/*Contractor*, the Vendor/Contractor may not be allowed to do business with the City or* be *awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Vendor/*Contractor.

SECTION 4 - TERMS AND GENERAL CONDITIONS

4.1 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of Services under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable**, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES**. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Contract.

4.2 INSURANCE REQUIREMENTS

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise".

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes

Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:
City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 752-2278

Copy to:

City of Sunrise
Attn: Risk Manager Office
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

4.3 PATENTS AND ROYALTIES

The Bidder, without exception, shall indemnify and save harmless the City of Sunrise and its employees from liability of any kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article of manufacture lot any article used in the performance of the Contract, including its use by the Purchaser. If the Bidder uses any design, device or materials covered by letters, patent or copyright, it

is mutually agreed. And understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

4.4 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract period shall be for two (2) years, commencing on August 14, 2025 or the date of award, whichever is later. In addition, the City reserves the right to renew the contract for two (2) additional one (1) year periods, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City, contingent upon budget approval.

4.5 CONTRACT CONTINUITY / TRANSITIONAL PERIOD

In the event the services are scheduled to end either by Contract expiration or by termination by the City of Sunrise (at the City's discretion), the Bidder shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Bidder will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

4.6 CONTRACTS OVERLAPPING FISCAL YEARS:

The City's fiscal year begins October 1 and ends September 30 of the following calendar year. When a Contract's terms extends beyond the fiscal year in which the Contract commences, the City will issue a new Purchase Order to cover its needs for the balance of the fiscal year and a new purchase order will be issued to correspond with the remaining months of the Contract that extends into the next fiscal year. Issuance of a new Purchase Order shall be subject to the availability of budgeted funds.

4.7 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS

City is a bona fide governmental entity of the State of Florida with City's fiscal year ending on September 30 of each calendar year. If City does not appropriate sufficient funds to purchase the quantities required under this Agreement for any of the City’s fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of City’s obligation under this Agreement were last appropriated by City and City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

4.8 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon three (3) calendar days written notice to the other party, should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Contractor abandons this Agreement or causes it to be terminated by the CITY, the Contractor shall indemnify the CITY against any loss pertaining to this termination. In the event that the Contractor is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.9 and the provisions of Section 4.9 shall govern.

4.9 TERMINATION FOR CONVENIENCE

A Contract resulting from this Bid may be terminated by the City without cause upon thirty (30) days written notice to the Vendor. In the event of such a termination without cause, the Vendor shall be compensated for all services performed to the City's satisfaction, together with reimbursable expenses incurred. In such event, the Vendor shall promptly submit to the City its invoice for final payment and reimbursement under the terms of this Contract.

4.10 TERMS RELATING TO PRICE

Unless otherwise noted by the City, all prices shall be firm through the period of the Contract or purchase order and shall not be subject to increase. In the event of a manufacturer's or Vendor's price decrease during the Contract period, the City shall receive the full benefit of such price reduction on any undelivered goods or services on an existing purchase order and on any subsequent order placed during the Contract period. The Director of Purchasing must be notified in writing of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of Contract for cause, pursuant to these Terms and Conditions.

The cost of all services as bid herein shall remain firm for the first year of the Contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept of Labor whichever is less. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least sixty (60) days prior to the Contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the Contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Vendor, a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract may be cancelled by the City upon giving thirty (30) days written notice to the Vendor.

4.11 SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES

The Vendor shall not sell, transfer or assign the performance required by this bid without the prior written consent of the City. Any Award issued pursuant to this bid and the monies which may become due hereunder are not assignable, unless the prior written approval of the City is obtained.

4.12 PAYMENT/BILLING INSTRUCTIONS

Payment will be made by the City after the items or services awarded have been, received, inspected, found to comply with award specifications, are free of damage or defect and are properly invoiced.

Invoices, unless otherwise indicated, must show Purchase Order Number and shall be submitted in duplicate to:

CITY OF SUNRISE,
Finance Department
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.
The City is exempt from Federal and State Taxes for tangible personal property. The City will provide an exemption certificate to the Vendor upon request. The Vendor is not exempt from paying sales tax to the suppliers for materials to fulfill Contractual obligations with the City, nor is Vendor authorized to use the City's tax exemption Number in securing such materials.

4.13 PUBLIC ENTITY CRIMES

Please be informed that pursuant to Section 287.133(2)(a), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity" in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list." The submission of a bid shall constitute an affirmative representation of the Contractor to the City that the Contractor is aware of the Statute and in full compliance thereof.

4.14 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

If applicable, Vendor certifies that all material, equipment, etc. contained in the bid meets all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by Vendor.

4.15 SAFETY DATA SHEETS (SDS)

In compliance with federal standards and regulations listed under OSHA 29 CFR 1910.1200 Hazard Communication Standard with adopted Globally Harmonized System of Classification and Labeling of Chemicals when applicable, any item delivered from a Contract resulting from this bid must be accompanied by a Safety Data Sheet (SDS), if applicable. The SDS must contain the following information: 1. Product identifier used on the label and any other common names or synonyms by which the substance is known. 2. Hazard Identification and the appropriate warning information associated with those hazards. 3. Composition/Information on Ingredients in the product. 4. First-Aid Measures for

initial care to individuals who have been exposed to the chemical. 5. Fire-Fighting Measures for fighting a fire caused by the chemical. 6. Accidental Release Measures with recommendations on appropriate spill, leak, or release response. 7. Handling and Storage for safe practice and conditions. 8. Exposure Controls/Personal Protection indicating exposure limits, engineering controls, and personal protective measures that can be used to minimize worker exposure. 9. Physical and Chemical Properties of the substance or mixture. 10. Stability and Reactivity information of the chemical. 11. Toxicological Information identifying health effects and toxicology of the chemical.

4.16 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE / CONSTRUCTION DEBRIS:

The Bidder must comply with Section 12-11 of the City Code, which reads as follows:

> Sec. 12-11. - Construction sites.
> All solid waste, including but not limited to construction and demolition waste , on construction sites shall be placed in a collection container on site while awaiting removal and disposal.
>
> Mechanical containers for construction and demolition waste shall be obtained from the contractor and the name of the owner shall be clearly indicated on such containers. Only solid waste haulers that possess a franchise from the city may remove and dispose of solid waste from within the city.

4.17 NO DAMAGES FOR DELAY

The CONTRACTOR shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Project from any cause whatsoever including an act or neglect of the CITY, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY, or by other causes which the CONTRACTOR determines may justify delay. The CONTRACTOR'S sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the CITY. However, additional costs to the CONTRACTOR or delays in the CONTRACTOR'S performance caused by improperly timed activities shall not be the basis for granting a time extension. If the CONTRACTOR wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the CITY within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The CITY'S representative shall determine whether or not the CONTRACTOR is entitled to a time extension for the delay. The failure of the CONTRACTOR to give such notice shall constitute a waiver of any claim under this section.

4.18 GOVERNING LAW AND VENUE

The Contract shall be governed by the laws of the State of Florida. Except as set forth in the indemnification section of the Contract should the Parties be involved in legal action arising under, or connected to this Contract, each party will be responsible for their own

attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

4.19 DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

4.20 SCRUTINIZED COMPANY

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

4.21 PUBLIC RECORDS LAW

The CONTRACTOR shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the CONTRACTOR and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the CONTRACTOR shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of

the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the CONTRACTOR fails to comply with the requirements in this Section 4.19, the City may enforce these provisions in accordance with the terms of this Contract. If the CONTRACTOR fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), e-mail (CityClerk@sunrisefl.gov), or mail (City of Sunrise, Office of the City Clerk, 10770 West Oakland Park Boulevard, Sunrise, Florida 33351).

4.22 NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

4.23 ELECTRONIC RECORD KEEPING

Bidder certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

4.24 COMPLIANCE WITH LAWS

Bidder and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

4.25 E-VERIFY – EMPLOYMENT ELIGIBILITY

4.25.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and

obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

4.25.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

4.25.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

4.25.4 If City terminates this Contract pursuant to the subsection 4.25.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

4.26 FOREIGN GIFTS AND CONTRACTS

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract

4.27 OUT OF STATE VENDORS

Pursuant to Fla. Stat. §607.1503, a foreign corporation should register with the State of Florida to transact business in the State of Florida. A link to the Florida Division of Corporations' website has been provided for convenience
https://dos.myflorida.com/sunbiz/

4.28 Prohibited Telecommunications Equipment

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its

subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Purchase Order.

4.29 Antitrust Violations

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Purchase Order, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Purchase Order. False certification under this paragraph or being subsequently added to that list will result in termination of this Purchase Order, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

4.30 Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 23, Notices, executed Exhibit "H" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

SECTION 5 - BID SUBMISSION CHECK LIST

COMPANY NAME: (Please Print):_____
Phone: _____ Fax: _____

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

_____ 1. Carefully read the SPECIFICATIONS.

_____ 2. Properly fill out the BID SHEET and CERTIFICATION PAGE (Schedule "A").

_____ 3. Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.

_____ 4. Sign the VENDOR DRUG FREE STATEMENT (Schedule "C").

_____ 5. Fill out the VENDOR QUALIFICATION STATEMENT (Schedule “D"), if required.

_____ 6. Include WARRANTY INFORMATION FORM AND EXHIBITS (Schedule "E"), if required.

_____ 7. CHECK THE INSURANCE and LICENSE requirements to be sure you comply, and submit PROOF of INSURANCES or LICENSES, if required, with your Bid (Schedule “F”).

_____ 8. Complete STATEMENT OF NO BID (Schedule “G”), if applicable.

_____ 9. Submit Electronically.

_____10. Include a Bid Bond, if applicable.

_____11. Make sure your BID is submitted prior to the deadline. Late Bids will not be accepted.

FAILURE TO PROVIDE THE REQUESTED SCHEDULES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.
THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.
THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

SECTION 6 – BID SUBMISSION PACKAGE

SCHEDULE "A"
CITY OF SUNRISE
BID SHEET & CERTIFICATION

ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING

Item No.	Estimated Qty.	Description	Unit Cost	Extended Total
1.	150 Hours	Digging	$_____/hr	$_____
2.	100 Hours	Stockpiling	$_____/hr	$_____
3.	18,000 Cubic Yards	Hauling (from SPRINGTREE Facility)	$_____/Cubic Yard	$_____
4.	3,000 Cubic Yards	Hauling (from SOUTHWEST Facility)	$_____/Cubic Yard	$_____

TOTAL BID OFFER (Items 1-4): $_____

_____

(Written Amount)

All deliveries will be made by Common Carrier ONLY. Yes_____ No_____

Delivery will be made within _____ calendar days after receipt of purchase order. *(To Be Completed ONLY if Bidder is unable to comply with specified delivery requirements indicated within the bid document.*

If applicable, would you extend the prices bid herein to other municipalities? Award of bid is not contingent upon concurrence with this offer to other municipalities. Yes: _____ No: _____

ADDENDUM RECEIPT

Bidder shall acknowledge below the receipt of any and all addenda, if any, by listing the Addenda No. and date of issuance.

ADDENDUM NO: _____/DATE_____ADDENDUM NO: _____/DATE_____

ADDENDUM NO: _____/DATE_____ADDENDUM NO: _____/DATE_____

_____ _____

Vendor Name Name of Authorized Person

SCHEDULE "A"
(Continued)

I, the undersigned hereby agree to furnish the items and / or services described in this Invitation for Bid. I certify that I have read the entire document, including the Specifications, Requirements, Terms & Conditions and Schedules, and agree to furnish the items and services under the requirements of the Bid.

I also certify that this Bid is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Respondent certifies by his/her signature that the person signing this Certification is authorized to bind the firm by their signature.

Company Name:
_____

Address_____

City _____ State _____ Zip

Phone#_____ Fax#_____ E-Mail _____

Signature: _____Title _____

Printed Name: _____

FEID or Social Security No._____

SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT

Please be advised that pursuant to Section 119.071(5) (a) 2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

BID TITLE: Lime Sludge Removal Services BID NUMBER: 25-62-05-HR

SCHEDULE "B"
CITY OF SUNRISE
NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in, executed and notarized by the Bidder. If the bid is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the bid.

STATE OF)
) SS
COUNTY OF)
_____, being first duly sworn, deposes and says that
(*Type or print name of person who is signing below)*

1. He/she is the _____(*Owner, Partner, Officer, Representative or Agent)* of the Bidder that has submitted the attached Bid.

2. He/she is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

3. Said Bid is made without any connection or common interest in the profits with any other persons making a Bid for the said commodities/services. Said Bid is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Sunrise is directly or indirectly interested therein. If any relatives are employed by the City, indicate name and relationship below.
4. Under penalty of perjury, I certify that the information presented in this Affidavit is true and accurate. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in disqualification from submitting bids, and/or referral to criminal law enforcement. The information provided is subject to verification by the City of Sunrise.
5. I understand that Florida Statutes Chapter 817 provides that willful false statements or misrepresentation is a misdemeanor of the first degree punishable by fines or imprisonment provided under Florida Statutes §775.082 or 775.83. I further understand that any willful misstatement of information will be grounds for disqualification. I certify, under oath, that the information provided is true and correct.

Name: _____ Relationship: _____
Name: _____ Relationship: _____

Company Name: _____

Bidder's Authorized Signature: _____

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ (title) of _____(Company).

_____
Signature of Notary Public – State of Florida (SEAL)

_____
Print, type or stamp commissioned name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____

SCHEDULE "C"
CITY OF SUNRISE

BIDDER'S DRUG - FREE WORKPLACE CERTIFICATION

Preference may be given to Vendors submitting a certification with their bid/Bid 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 SUBMISSIONS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids, Bids or replies which 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:

1. 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.

2. 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.

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

4. 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 such conviction.

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

6. 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 Vendor complies fully with the above requirements.

I hereby certify that the company submitting this Bid has established a Drug Free work place program in accordance with State Statute 287.087

_____

VENDOR'S SIGNATURE

_____

COMPANY'S NAME

SCHEDULE "D"
CITY OF SUNRISE
BIDDER'S QUALIFICATION STATEMENT

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

Company Name:_____

Address:

_____
Street City State Zip Code

Telephone:(____) _____Fax:(____)_____E-Mail:_____

Web Site: _____

How many years has your organization been in business under its present name? _____ Yes

If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:

_____
___

Under what former names has your business operated? :

_____

At what address was that business located?

_____

Are You Certified? Yes_____ No _____ If Yes, ATTACH COPY OF LICENSE
Are You Licensed? Yes_____ No_____ If Yes, ATTACH COPY OF LICENSE

Has your company or its senior officers ever declared bankruptcy?
Yes_____ No_____ If yes, explain:

_____

Are you a sales representative,_____ distributor, _____broker, _____ manufacturer _____ of the commodities/services bid upon?

Have you ever received a Contract or a Purchase Order from the City of Sunrise or other government entity? Yes _____ No _____ If Yes, explain (date, service/project, bid title, etc.)_____

_____

Have you ever received a complaint on a Contract or bid awarded to you by any government entity? Yes_____ No_____ if yes, explain:

_____
_____

Have you ever been debarred or suspended from doing business with any government entity?
Yes _____ No _____If Yes,
explain_____

Please identify each incident within the last five (5) years where a civil, criminal, administrative, other similar proceeding was filed or is pending; if such proceeding arises from or is a dispute concerning the Consultant's rights, remedies or duties under a Contract for the same or similar type services to be provided under this Bid:

_____
_____
(Attach additional sheets as necessary)

SCHEDULE "D"
(Continued)
REFERENCES:

List all pertinent government agencies and private firm(s) with whom you have done business within the past three (3) years:

Agency/Firm Name: _____
Address: _____
_____
City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

Agency/Firm Name: _____
Address: _____
_____
City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

Agency/Firm Name: _____
Address: _____
_____
City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

Agency/Firm Name: _____
Address: _____
_____
City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

Agency/Firm Name: _____
Address: _____
_____
City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

Agency/Firm Name: _____
Address: _____
_____
City/State/Zip Code: _____
Phone: _____
Fax: _____
Contact: _____
E-Mail: _____

YOUR COMPANY NAME _____
ADDRESS _____
_____
PHONE: _____FAX:_____
EMAIL: _____

SCHEDULE "E"
CITY OF SUNRISE

WARRANTY INFORMATION FORM

ALL BLANKS SHOULD BE FILLED IN AND SUBMITTED WITH BID
MINIMUM WARRANTY SHALL BE AS SPECIFIED HEREIN

MAKE AND MODEL OF ITEM PROPOSED:

_____
_____
_____

DOES WARRANTY APPLY TO ENTIRE PACKAGE OR ONLY TO SPECIFIC PARTS? (State Explicitly)

_____
_____
_____

DOES WARRANTY INCLUDE LABOR FOR REPLACEMENT OF DEFECTIVE PARTS?
_____YES_____NO

WARRANTY PERIOD FOR PARTS
REPLACEMENT_____

WHO WILL PROVIDE LABOR, AND WHERE, IN THE EVENT OF FAILURE WITHIN WARRANTY
PERIOD?_____
_____
_____

TELEPHONE:_____ FAX: _____
EMAIL: _____

NEAREST SOURCE TO THE CITY OF SUNRISE FOR PARTS AND SERVICE AFTER WARRANTY PERIOD:

_____
_____
TELEPHONE: _____FAX:_____
EMAIL: _____

A COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:
_____YES _____NO

NAME OF BIDDER: _____

SIGNATURE AND TITLE: _____
TELEPHONE: _____ FAX: _____

DATE: _____

SCHEDULE "F"
CITY OF SUNRISE

PROOF OF INSURANCE, REQUIRED LICENSES AND CERTIFICATIONS

ATTENTION BIDDER:

ATTACH TO SCHEDULE "F":

1. PROOF OF INSURANCE AS SPECIFIED HEREIN
2. COPIES OF LICENSES, IF APPLICABLE
3. IRS FORM W-9

NOTE: Only the successful Bidder shall be required to provide a Certificate of Insurance naming the City of Sunrise as additional insured.

SCHEDULE "G"
CITY OF SUNRISE

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this solicitation, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Bidders for the City of Sunrise. Please indicate bid name and number on the outside of the envelope. Thank you.

MAIL TO: CITY OF SUNRISE
10770 W. OAKLAND PARK BLVD.
SUNRISE, FL 33351
ATTN: CITY CLERK'S OFFICE

We, the undersigned have declined to bid for the following reason:

_____ Specification too "tight," i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Invitation for Bid.

_____ We do not offer this product or an equivalent.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet Bond requirements.

_____ Specification unclear (explain below).

_____ Other (specify below).

REMARKS:

_____

_____

_____

COMPANY NAME: _____

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E MAIL: _____

SCHEDULE "H"
CITY OF SUNRISE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
AUSTIN TUPLER TRUCKING, INC

THIS AGREEMENT is entered into on_____, 20 ___ between the City of Tamarac, a municipal corporation with principal offices located at 7525 NW 88th Avenue, Tamarac, Florida 33321 (City) and Austin Tupler Trucking, Inc, a corporation with principal offices located at 6570 SW 47th Court, Davie, FL 33314 (Contractor) for the purpose of providing Lime Sludge Removal Services to the City of Tamarac. The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration in an amount not to exceed pricing provided to the City of Sunrise and included and incorporated herein, Contractor shall comply with the terms and conditions of Bid Number 25-62-05-HR Piggyback Contract Lime Sludge Removal Services dated November 12, 2025, attached hereto as Exhibit A. All terms and conditions of the contract documents set forth in Exhibit A are incorporated herein as if set forth in full.

2. Upon execution of this Agreement, all references made to Bid Number 25-62-05-HR Piggyback Contract Lime Sludge Removal Services Exhibit A shall be interpreted as pertaining to the City of Tamarac, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the City of Tamarac. It is understood that wherever the words “agency name” or “agency board name” appear, they shall be read as “City of Tamarac” and “City of Tamarac Commissioner”.

3. Term:

   The term of this Agreement shall be concurrent with the term set forth in Exhibit A, through November 12, 2025 for two years. In addition the City reserves the right to renew the contract for two (2) additional one (1) year periods, providing all the terms conditions and specifications remain the same.

4. This agreement, including Exhibit A, constitute the entire agreement between the City and the Contractor. In the event of a conflict between these documents, this Agreement shall prevail, followed in precedence by Exhibit A in that order.

5. Pricing and Payments:

   Pricing shall be in accordance with unit pricing provided in Bid Number 25-62-05-HR Lime Sludge Removal Services in Exhibit A and shall not exceed Four Hundred Ninety-Nine Thousand Dollars and Zero Cents ($499,000.00). All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

6. Insurance: In addition to the insurance requirements stated in Exhibit A, Contractor shall obtain at Contractor’s expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City’s Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City. 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. The following minimal insurance coverage shall be provided:

a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Tamarac, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the City of Tamarac via Certified Mail.

b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

   The minimum limits of coverage shall be $1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

   The City must be named as a certificate holder and an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided or required. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.

c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.

   This coverage shall be an "Any Auto" type policy. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.

   The Minimum Limits of Coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

d. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the City for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.

e. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.

f. 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.

7. Indemnification:

a. 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.

b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

c. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

d. The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

e. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

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

8. Non-Discrimination & Equal Opportunity Employment:

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their

race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, genetic information or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9. 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.

10. 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.

11. Termination:

a. Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

b. 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.

12. Public Records

a. 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:

1. Keep and maintain public records required by the City in order to perform the service;

2. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

b. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

13. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has

Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

13.1 Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

13.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

13.2.1 Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

13.2.2 Is engaged in business operations in Syria.

Submitting a false certification, or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. E-Verify

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately

terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

15. 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.

16. 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.

17. 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.

18. Severability; Waiver of Provisions

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

19. 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.

20. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground

courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

CITY
City Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the same address:

CONTRACTOR
Austin Tupler Trucking, Inc
Attn: Glen Tupler
6570 S.W. 47th Court
Davie, FL 33314
Phone: (954) 583-0801
Email: tupler@tuplertrucking.com

21. Public Records Custodian

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505

CITYCLERK@TAMARAC.ORG

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

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

ATTEST:

Levent Sucuoglu, City Manager

Kimberly Dillon, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

Hans Ottinot, City Attorney

Date

ATTEST:

Austin Tupler Trucking, Inc
Company Name

Signature of Corporate Secretary

Signature of President

Glen Tupler
Type/Print Name of Corporate Secy.

Type/Print Name of President

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
:SS
COUNTY OF_____ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Fabio Angarita, President of David Manicini and Sons, Inc a 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 _____, 20___.

_____
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.

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Entity, hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking.”

The undersigned is authorized to execute this affidavit on behalf of Entity.

ENTITY

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a Foreign Country of Concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Fla. Stat.)

2. The government of a Foreign Country of Concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Fla. Stat.)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a Foreign Country of Concern. (Source: § 287.138(2)(c), Fla. Stat.)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

ENTITY

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Collette Tibby

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: 2620

AGENDA SECTION: **ORDINANCE(S) - FIRST READING**

TITLE: TO2620 - An Ordinance of the City Commission of the City of Tamarac, Florida, adopting a Small Scale Local Land Use Plan Amendment to the City of Tamarac's Comprehensive Plan Future Land Use Map in accordance with chapter 163, specifically Section 163.3187 of the Florida State Statutes, for said lands situated, lying, and being in Broward County, Florida, and located on The Common, north of W Commercial Boulevard shown in Exhibit "A" at Canterbury Lane, and more particularly described in the legal description shown in Exhibit "B" attached hereto, to change the future land use of approximately 2.64 gross acres of land from "Medium Residential" to "recreation" to facilitate the development of the proposed East Side Community Park and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 1-LUA-25) authorizing transmittal of the Small Scale Land Use Map Amendment to the Broward County Planning Council for recertification of the City of Tamarac Future Land Use Map; providing for amendment to the land use plan to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:
1 - Memo - East Side Community Park SSLUPA.docx
2 - Temporary Ordinance No 2620.docx
2 - Exhibit A - Survey.pdf
2 - Exhibit B - Legal Description.docx
3 - Location Map - East Side Community Park SSLUPA.pdf
4 - City of Tamarac Future Land Use Map.pdf

5 - PreApplication Neighborhood Meeting Notice.pdf
6 - Pre-Application Neighborhood Meeting Summary.docx
BIE TO2620.docx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 26-01-001M
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu,
City Manager

FROM: Maxine Calloway
Community Development Director

DATE: January 7, 2026

RE: East Side Community Park – Small Scale Land Use Plan Amendment
TO# 2620.

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed Small Scale Land Use Plan Amendment to facilitate the development of the proposed East Side Community Park at its January 14, 2026 meeting for first reading and at its January 29, 2026 meeting for second reading (see attached Temporary Ordinance No. 2620).

ISSUE: The property owner, City of Tamarac, is requesting approval of a Small Scale Local Land Use Plan Amendment to change the future land use designation of the subject property from "Medium Residential" to "Recreation" to facilitate the development of a community park.



Aerial Photograph

LOCATION: The subject property is the location of the former Shaker Village Clubhouse located north of W Commercial Boulevard, off The Common, at Canterbury Lane in Commission District 1, Vice Mayor Marlon Bolton (see Aerial Photograph above and attached Location Map).

The property is 2.64 gross acres in size (2.53 net acres in size), has a current City of Tamarac Future Land Use designation of "Medium Residential" and a zoning classification of R-3 (Multi-Family Residential).

Surrounding Land Use and Zoning:

North: Shaker Village multi-family townhouse condominium zoned R-3 (Multi-Family Residential) with a Future Land Use designation of "Medium Residential".

South: Woodlands Section Two – Phase One single-family residential subdivision zoned RE (Residential Estate) with a Future Land Use designation of "Low Density Residential" and Open Space Pod 6 of Woodlands Residential single-family development zoned RC (Recreation) with a Future Land Use designation of "Recreation".

East: Comrock First Addition single-family residential subdivision zoned RE (Residential Estate) with a Future Land Use designation of "Low Density Residential".

West: Woodlands Greens single-family residential subdivision zoned RE (Residential Estate) with a Future Land Use designation of "Low Density Residential".

BACKGROUND: The subject property is the former location of the Shaker Village clubhouse, which includes a clubhouse building with a porte-cochere, pool, jacuzzi, tennis courts, shuffleboard courts, and a boat ramp. In 2017, the clubhouse building fell into disrepair following the removal of the roof, requiring substantial repair. The building remained in a state of disrepair due to the lack of sufficient funding to complete the necessary repairs.

On January 29, 2025, the City purchased the subject property from Shaker Village Condominium Association, Inc., for $1,940,000.00 due to the visible unsightly condition of the property along W Commercial Boulevard and the City's desire to expand public park access, consistent with the City of Tamarac 2050 Comprehensive Plan. The proposed small scale land use amendment and rezoning, which are submitted for approval concurrently as two separate agenda items, are required as a compliance measure imposed by the grant administrators and must be completed by January 31, 2026, to maintain eligibility and compliance with the grant. The grant further requires that specific recreational and public amenity elements be incorporated into the future park design.

A temporary fence was installed on the property in September 2025, followed by the demolition of the clubhouse and pool in October 2025. A silt fence was installed to protect adjacent water bodies, and water service to the property was disconnected.

The proposed Small-Scale Local Land Use Map Amendment from "Medium Residential" to "Recreation" is necessary to facilitate the development of the proposed East Side Community Park and is required to maintain compliance with the conditions of the State of Florida grant. The grant requires that the property's future land use designation and zoning district be amended to allow recreational use by January 31, 2026. The proposed "Recreation" Future Land Use designation permits active and passive recreation, boat ramps and docks, cultural, educational, and community facilities, wireless communication facilities, hotels, utilities, and limited commercial uses.

The Small-Scale Local Land Use Map Amendment qualifies as a local amendment that requires approval by the City only and is not subject to review by state or regional agencies pursuant to Section 163.3184(1)(c), Florida Statutes, as the amendment involves 50 acres or fewer, does not include a text amendment to the Comprehensive Plan, and is not located within an area of critical state concern. The proposed amendment will not require an amendment to the Broward County Land Use Plan; however, recertification of the City's Future Land Use Map will be required.

A Pre-Application Neighborhood Meeting was conducted on December 17, 2025, in accordance with Section 10-5.3(C) of the Land Development Code. Neighborhood concerns included adequate parking for park, increased traffic concerns on The Common, Police Department Annex requested as opposed to park, townhouse development requested as opposed to park, proposed uses to be included in the Community Center in the park, and road maintenance of The Common from park use (see attached Pre-Application Neighborhood Meeting Summary).

Accompanying the Small-Scale Local Land Use Map Amendment is a request to rezone the subject property from R-3 (Multi-Family Residential) to RC (Recreation) to facilitate the development of the proposed East Side Community Park. The rezoning is required to implement the proposed "Recreation" Future Land Use designation and to satisfy the State of Florida grant requirement that both the land use designation and zoning district be updated by January 31, 2026.

ANALYSIS: Section 10-5.4(B)(3), Land Development Code, identifies review standards the City Commission shall consider and weigh the relevance and the extent to which the proposed amendment is necessary. These standards and the responses to each standard, as it applies to the subject petition, are shown below.

(a) A change in projections or assumptions from those on which the Comprehensive Plan is based: Are public facilities and services available for the proposed use.

The City of Tamarac 2050 Comprehensive Plan addresses level of service standards for parks, recreation, and open space. Public Parks, Recreation, and Open Space shall be provided at a level of service of 3.0 acres per 1,000 population, comprised of a mix of parkland, open space and facility types. The Small Scale Land Use Amendment to "Recreation" will assist in meeting the required level of service standards for parks, recreation, and open space

(b) Is the plan amendment suitable for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources of the site.

The proposed park use is suitable for the subject property. There are no natural or historic resources on the site.

(c) Is the plan amendment the minimum amount of land needed to achieve the goals and requirements of the Comprehensive Plan.

The proposed Small Scale Land Use Plan Amendment consists of approximately 2.64 gross acres of land. The amendment will increase the City's park acreage thereby increasing the park acreage needed to achieve the required level of service for parks, recreation, and open space.

(d) A change in the policies, objectives, principles, or standards governing the physical development of the City or any other geographic areas addressed by the Comprehensive Plan.

The subject property contains the former Shaker Village Clubhouse that was razed due to the disrepair of the building. The proposed Small Scale Land Use Plan Amendment will provide a future land use designation that will allow for a zoning classification that permits a park.

(e) Identification of errors or omissions in the Comprehensive Plan.

The proposed Small Scale Land Use Plan Amendment will ensure that the City's Future Land Use Map is reflective of the goals, objectives, and policies outlined in the City's 2050 Comprehensive Plan and will allow for the establishment of a zoning classification consistent with the proposed "Recreation" Future Land Use designation of the subject property.

It is the opinion of the Director of Community Development that the request for Small Scale Land Use Plan Amendment meets each of the general review standard conclusions based on findings of fact supported by competent, substantial, and material evidence. The Director of Community Development supports the petition based upon the above analysis of the application.

CONCLUSION: This item supports Goal #4 of the City of Tamarac's 2040 Strategic Plan, "Tamarac is Vibrant." Approval of the Small Scale Local Land Use Plan Amendment will facilitate the revitalization of the former Shaker Village Clubhouse property and directly support the City's strategic objective of fostering a vibrant community.

This request also supports the following policies of the Future Land Use Element of the City of Tamarac 2050 Comprehensive Plan:

Policy 1.5 - The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances.

Policy 5.1 - The City will continue to monitor through its Community Development Department demographic and economic data concerning all neighborhoods in the City, and will apply for grants in aid for beautification, safe neighborhoods, parks and recreation improvements, and other facilities and service improvements throughout the planning period.

Policy 7.4 - Tamarac shall consider the impact of land use plan amendments on wetland resources and minimize those impacts to the maximum extent practicable.

Policy 12.4 - The following level of service standards are established by the City for each public facility within the municipal boundary. Public Parks, Recreation, and Open Space: 3.0 acres/1,000 population; and 3.5 acres of improved private park land per 1,000 population, exclusive of stormwater management areas; up to fifteen percent of this may be met by golf course land.

Policy 13.1 - The compatibility of existing and future land uses shall be a primary consideration by the Community Development Department in the review and approval of amendments to the City Land Use Element.

This request also support the following objective of the Recreation and Open Space Element of the City of Tamarac 2050 Comprehensive Plan:

Objective 1 - The City will continue to maintain a diverse system of parks, recreation, and open space facilities that adequately and efficiently provide recreation opportunities at the adopted level of service standard, and incorporate modern and SMART technologies.

The Director of Community Development recommends that the City Commission approve the proposed Small Scale Land Use Plan Amendment to facilitate the development of the proposed East Side Community Park at its January 14, 2026 meeting for first reading and at its January 29, 2026 meeting for second reading.

FISCAL IMPACT: Broward County Planning Council requires a fee of $3,090.00 for Recertification of the Local Land Use Plan Map Amendment.

INTERVENING ACTION: At its January 7, 2026 meeting, the Planning Board voted 4-0 to forward a favorable recommendation for the proposed Small Scale Land Use Plan Amendment to the City Commission at its January 14, 2026 meeting for first reading and at its January 29, 2026 meeting for second reading.

_____

Maxine A. Calloway,
Director of Community Development

Attachments: Temporary Ordinance No. 2620
Location Map
City of Tamarac Future Land Use Map
Pre-Application Neighborhood Meeting Summary

MAC/RWJ

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ADOPTING A SMALL SCALE LOCAL LAND USE PLAN AMENDMENT TO THE CITY OF TAMARAC'S COMPREHENSIVE PLAN FUTURE LAND USE MAP IN ACCORDANCE WITH CHAPTER 163, SPECIFICALLY SECTION 163.3187 OF THE FLORIDA STATE STATUTES, FOR SAID LANDS SITUATED, LYING, AND BEING IN BROWARD COUNTY, FLORIDA, AND LOCATED ON THE COMMON, NORTH OF W COMMERCIAL BOULEVARD SHOWN IN EXHIBIT "A" AT CATERBURY LANE, AND MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTION SHOWN IN EXHIBIT "B" ATTACHED HERETO, TO CHANGE THE FUTURE LAND USE OF APPROXIMATELY 2.64 GROSS ACRES OF LAND FROM "MEDIUM RESIDENTIAL" TO "RECREATION" TO FACILITATE THE DEVELOPMENT OF THE PROPOSED EAST SIDE COMMUNITY PARK AND PROVIDE CONSISTENCY WITH THE LAND DEVELOPMENT CODE IN ACCORDANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN OF THE CITY OF TAMARAC; (CASE NO. 1-LUA-25) AUTHORIZING TRANSMITTAL OF THE SMALL SCALE LAND USE MAP AMENDMENT TO THE BROWARD COUNTY PLANNING COUNCIL FOR RECERTIFICATION OF THE CITY OF TAMARAC FUTURE LAND USE MAP; PROVIDING FOR AMENDMENT TO THE LAND USE PLAN TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, provisions of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 require adoption of a comprehensive plan; and

WHEREAS, the City of Tamarac, Florida, pursuant to the Local Government Comprehensive Planning Act, and in accordance with all of its terms and provisions, has prepared and adopted a Comprehensive Plan which has been submitted to, and reviewed by, the South Florida Regional Planning Council and the State of Florida Department of Economic Opportunity; and

WHEREAS, Section 163.3187(1), Florida Statutes, allows local governments to periodically make small scale land use amendments to and recertify their

Comprehensive Plan Future Land Use Map, if the proposed amendment: (a) involves a use of 50 acres or fewer and, (b) the proposed amendment does not involve a text change to the goals, policies, and objectives of the comprehensive plan, and (c) the property that is the subject of the proposed amendment is not located within an area of critical state concern; and

WHEREAS, the subject area, consisting of approximately 2.64 gross acres in size, located on The Common, north of W Commercial Boulevard shown in Exhibit “A” at Caterbury Lane, and more particularly described in the legal description shown in Exhibit “B” is currently designated by the City Comprehensive Plan Future Land Use Map as “Medium Residential”; and

WHEREAS, the Broward County Land Use Map designation of the subject property is Medium (16) Residential; and

WHEREAS, the property owner, City of Tamarac, has filed an application for a Small-Scale Local Land Use Map Amendment to change the designated use of the 2.64 gross acres from “Medium Residential” to “Recreation”, to facilitate the development of the proposed East Side Community Park; and

WHEREAS, the Future Land Use Map amendment is being adopted conditionally upon the Broward County Planning Council recertification of same; and

WHEREAS, the Planning Board, after a duly noticed public hearing held on January 7, 2026, reviewed the Small-Scale Local Land Use Plan Amendment and found the application to be consistent with the goals, policies and objectives of the Comprehensive Plan and recommended approval of the Small-Scale Local Land Use Plan amendment to the Mayor and City Commission; and

WHEREAS, the City Commission of the City of Tamarac finds that the adoption

of the proposed Small-Scale Local Land Use Plan Amendment to the Future Land Use Map is consistent with the Comprehensive Plan and in the best interest of the citizens and residents of the City of Tamarac.

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

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 the Ordinance upon adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part of this Ordinance.

SECTION 2: That the City of Tamarac's Future Land Use Map is hereby amended for the lands for which the legal description is hereto attached as Exhibit "A", from "Medium Residential" to "Recreation".

SECTION 3: That the City Clerk is directed to transmit a certified copy of this Ordinance to the Florida Department of Commerce as a courtesy of the Small-Scale amendment process allowed by Chapter 163.3187 Florida Statues.

SECTION 4: That the City Clerk is further directed to transmit a certified copy of this Ordinance to the Broward County Planning Council with the City's amended Future Land Use Map for recertification of same.

SECTION 5: All Ordinances or parts of Ordinances, and all Resolutions

or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 7: This Ordinance shall not become effective until thirty-one (31) days after adoption on second reading, if not otherwise challenged and the Broward County Planning Council recertifies the City's Future Land Use Map as consistent with the County Land Use Plan.

[INTENTIONALLY LEFT BLANK]

PASSED, FIRST READING this _____ day of _____, 2026.

PASSED, SECOND READING this _____day of _____, 2026.

_____
MICHELLE J. GOMEZ, MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR GOMEZ	_____
DIST 1: V/M BOLTON	_____
DIST 2: COMM WRIGHT	_____
DIST 3: COMM PATTERSON	_____
DIST 4: COMM. DANIEL	_____

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR GOMEZ	_____
DIST 1: V/M. BOLTON	_____
DIST 2: COMM. WRIGHT	_____
DIST 3: COMM PATTERSON	_____
DIST 4: COMM. DANIEL	_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY:

_____
HANS OTTINOT
CITY ATTORNEY

This Ordinance was filed in the Office of the City Clerk on this ___ day of _____ 2026.

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 INCH = 30 FT.



Owner: PG CANTERBURY LLC
PARCEL ID: 494111AD0010

FORT LAUDERDALE TRUCK FARMS
SECTION 11 – TRACT 15
(P.B. 4, PG. 31)

SHAKER VILLAGE CONDO ASSOCIATION
(O.R.B. 6375, PG. 869)

N89°32'50"E 385.06'
S89°32'50"W 360.61'
S01°31'10"E 292.05'
N01°31'07"W 135.28'
880'
40.00'
N89°02'05"E (DEED)
N00°06'02"W (DEED)

– THE COMMON
(VARIED WIDTH INGRESS–EGRESS EASEMENT (O.R.B. 6375, PG. 669) (O.R.B. 5472, PG. 679) (O.R.B. 6375, PG. 669) (O.R.B. 6453, PG. 746))

40' CANAL EASEMENT (O.R.B. 5246, PG. 537)
40' DRAINAGE RIGHT OF WAY (O.R.B. 4462, PG. 851)
40' DRAINAGE RIGHT OF WAY (O.R.B. 4810, PG. 230)

FND I.R./CAP LB 3591
SET I.R./CAP LB 3591

PARCEL ID: 494111010250
OWNER: SHAKER VILLAGE CONDO ASSOC INC

PARCEL ID: 494111010170
OWNER: CITY OF TAMARAC

PARCEL ID: 494111010171
OWNER: CITY OF TAMARAC

BOAT RAMP ESMT. TO THE CITY OF TAMARAC (O.R.B. 46549, PG. 898)

15' DRAINAGE ESMT. (O.R.B. 5724, PG. 805)

L=159.31'
R=921.83'
Δ=9°54'07"

FORT LAUDERDALE TRUCK FARMS
SECTION 11 – TRACT 15
(P.B. 4, PG. 31)

PARCEL ID: 494111010160
OWNER: SHAKER VILLAGE CONDO ASSOC INC

POINT OF BEGINNING
POINT FALLS IN WATER
N89°02'05"W (DEED)
S89°32'50"W 40.01'

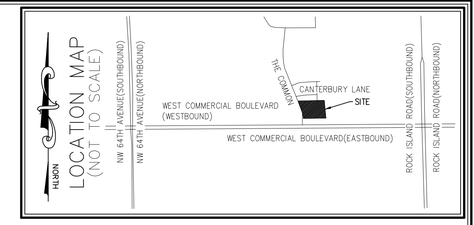
POINT OF COMMENCEMENT
INTERSECTION OF THE S. LINE OF SECTION 11 WITH A LINE 880' E. OF AND PARALLEL TO THE W. LINE OF TRACT 15

S. LINE OF SECTION 11 (P.B. 4, PG. 31)

W. LINE OF TRACT 15

LOT 9, BLOCK 4 COMROCK FIRST ADDITION (P.B. 102, PG. 34)
LOT 10, BLOCK 4 COMROCK FIRST ADDITION (P.B. 102, PG. 34)
LOT 11, BLOCK 4 COMROCK FIRST ADDITION (P.B. 102, PG. 34)
LOT 12, BLOCK 4 COMROCK FIRST ADDITION (P.B. 102, PG. 34)
LOT 13, BLOCK 4 COMROCK FIRST ADDITION (P.B. 102, PG. 34)

LOCATION MAP
(NOT TO SCALE)



PARKING SPACE COUNT

REGULAR SPACE:	49
HANDICAP SPACES:	0
TOTAL PARKING SPACES:	49

LEGEND

A/C – AIR CONDITIONER
L – ARC LENGTH
ALUM. – ALUMINUM
B.E. – BUFFER EASEMENT
C.O. – CLEANOUT
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
COV. COVERED
D.E. – DRAINAGE EASEMENT
ELEC. – ELECTRIC
ELEV. – ELEVATION
EQUIP. – EQUIPMENT
ESMT. – EASEMENT
EXIST. – EXISTING
F.P.L.–FLORIDA POWER & LIGHT
FIN. – FINISHED
FLR. – FLOOR
FND. – FOUND
I.R./CAP – IRON ROD & CAP
INV. – INVERT
IRR. – IRRIGATION
L.A.E. – LIMITED ACCESS EASEMENT
O/S – BUILDING OFFSET
O.R.B. – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
P.B.C.C.R. – PALM BEACH COUNTY RECORD
P.O.B. – POINT OF BEGINNING
P.O.C.– POINT OF COMMENCEMENT
PGS – PAGE(S)
P.R.M.–PERMANENT REFERENCE MONUMENT
PROP. – PROPOSED
R – RADIUS
R/W – RIGHT–OF–WAY
RGE. – RANGE
SEC – SECTION
Δ – DELTA (CENTRAL ANGLE)
TOPO – TOPOGRAPHY

SQ. FT. – SQUARE FEET
TWP. – TOWNSHIP
TYP. – TYPICAL
U.E. – UTILITY EASEMENT
W.M. – WATER METER
W.E. – WATER EASEMENT
S.E. – SANITARY EASEMENT
– LIGHT POLE
– FIRE HYDRANT
– CATCH BASIN
– WATER VALVE
– SET 5/8" IR/CAP LB 3591
– SANITARY MANHOLE
– DRAINAGE MANHOLE
– WOOD POWER POLE (UNLESS NOTED)
– CENTER LINE
– EXISTING ELEVATION
– TRAFFIC SIGN
– ELECTRICAL WIRES OVERHEAD
– ANCHOR
– WATER METER
– RPZ
– GROUND LIGHT
– ELECTRIC HAND HOLE
– IRRIGATION CONTROL VALVE
– CONCRETE POWER POLE
– FIRE DEPARTMENT CONNECTION
●167 – TREE LOCATION AND TAG NUMBER

EXCEPTIONS FROM COVERAGE

3. ALL MATTERS CONTAINED ON THE PLAT OF FORT LAUDERDALE TRUCK FARMS. AS RECORDED IN PLAT BOOK 4, PAGE 31 PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.[AFFECTS AS SHOWN]

4. DEVELOPER AGREEMENT WITH TAMARAC UTILITIES, INC. RECORDED IN O.R. BOOK 4508, PAGE 447, TOGETHER WITH MODIFICATION THERETO RECORDED IN O.R. BOOK 6734, PAGE 945, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.[AFFECTS NOT PLOTTABLE]

5. EASEMENTS RECORDED IN O.R. BOOK 5724. PAGE 805 AND O.R. BOOK 6453. PAGE 746, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.[AFFECTS AS SHOWN]

6. BOAT RAMP INSTALLATION AGREEMENT RECORDED IN O.R. BOOK 46549, PAGE 898. PUBLIC RECORDS OF BROWARD COUNTY. FLORIDA.[AFFECTS AS SHOWN]

7. TERMS AND CONDITIONS OF EASEMENT GRANTING THE PUBLIC THE RIGHT TO USE ROADWAY RECORDED IN INSTRUMENT NUMBER 120027221 AS RE–RECORDED IN CORRECTIVE INSTRUMENT NO. 120094605, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. NOTE: ITEM WAS PLACED OF RECORD AFTER THE CURRENT EFFECTIVE DATE OF THE COMMITMENT.[AFFECTS AS SHOWN]

8. SHARED USE AGREEMENT RECORDED IN INSTRUMENT NUMBER 120027221. AS RE–RECORDED IN CORRECTIVE INSTRUMENT NO. 120094604. ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY. FLORIDA. NOTE: ITEM WAS PLACED OF RECORD AFTER THE CURRENT EFFECTIVE DATE OF THE COMMITMENT.[AFFECTS NOT PLOTTABLE, BLANKET]

9. INTEREST OF ROBERT P. MCMANUS AND BETTIE M. MCMANUS, THEIR ASSIGNS, OR SUCCESSORS IN INTEREST BY REASON OF THE DEED RECORDED IN O.R. BOOK 19923, PAGE 844. PUBLIC RECORDS OF BROWARD COUNTY. FLORIDA. WHICH CONTAINS A 1/358TH INTEREST IN THE SUBJECT PROPERTY.[AFFECTS, NOT PLOTTABLE – NOTE: INSTRUMENT INDICATES THE INTEREST IS 1/358TH]

TREE TABLE

TREE ID	TREE TYPE with TRUNK DIAMETER (IN INCHES)	PALM TREE HEIGHT (IN FEET)	NORTHING	EASTING
500	OAK 24		677341	909797
501	OAK 23		677342	909811
502	OAK 28		677352	909895
503	PALM 9	23	677349	909913
504	PALM 11	11	677339	909895
505	PALM 15	9	677352	909920
506	PALM 9	27	677342	909910
507	PALM 12	19	677344	909920
508	PALM 13	20	677348	909977
509	PALM 9	13	677349	909983
510	PALM 12	16	677344	909995
511	PALM 11	23	677350	910002
512	PALM CLUSTER 4		677340	910010
513	PALM 15	10	677328	910009
514	PALM 19	17	677347	910168
515	PALM 17	12	677323	910170
516	PALM 15	14	677291	910169
517	PALM 18	19	677277	910170
518	PALM 19	11	677276	910175

TREE TABLE

TREE ID	TREE TYPE with TRUNK DIAMETER (IN INCHES)	PALM TREE HEIGHT (IN FEET)	NORTHING	EASTING
519	PALM 17	19	677268	910170
520	PALM 17	12	677263	910171
521	PALM 19	14	677250	910174
522	OAK 9	14	677245	910170
523	OAK 8		677236	910172
525	OAK 10		677233	910171
526	STRANGLER FIG 26		677232	910168
527	PALM 9	4	677234	910154
528	PALM 16	9	677229	910143
529	PALM 14	19	677230	910138
530	PALM 18	17	677221	910135
531	PALM 17	13	677230	910092
532	PALM 20	16	677193	910112
533	PALM 14	11	677194	910086
534	PALM 4	16	677196	910076
535	OAK 6		677229	910033
536	PALM 12	11	677260	909987
537	PALM 15	4	677280	910006
538	PALM 18	10	677304	910012

TREE TABLE

TREE ID	TREE TYPE with TRUNK DIAMETER (IN INCHES)	PALM TREE HEIGHT (IN FEET)	NORTHING	EASTING
539	PALM 17	9	677285	909955
540	OAK 22		677287	909827
541	OAK 1		677286	909806
542	OAK 21		677274	909801
543	PALM 8	20	677220	909798
544	MULTI–PALM 5	7	677217	909805
545	PALM 20	8	677191	909969
546	PALM 15	8	677186	910006
547	PALM 9	7	677180	910000
548	OAK 14		677151	909939
549	PALM 8	19	677152	909933
550	PALM 9	12	677158	909932
551	PALM 9	17	677157	909928
552	PALM CLUSTER 4		677148	909882
553	MULTI–PALM 4	10	677169	909813
554	MULTI–PALM 6	10	677151	909816
555	MULTI–PALM 6	9	677113	909822
556	PALM 5	5	677092	909825
557	PALM 17	13	677080	910011

TREE TABLE

TREE ID	TREE TYPE with TRUNK DIAMETER (IN INCHES)	PALM TREE HEIGHT (IN FEET)	NORTHING	EASTING
558	PALM 12	11	677087	910133
559	PALM 9	36	677092	910181
562	OAK 6		677216	910123
563	OAK 8		677212	910120
564	OAK 10		677207	910118
565	MULTI–PALM 4	6	677131	909819
566	MULTI–PALM 4	6	677235	909802
567	MULTI–PALM 4	6	677256	909798
568	MULTI–PALM 4	6	677276	909793
569	MULTI–PALM 4	6	677296	909788
570	MULTI–PALM 4	6	677315	909787
571	GUMBO 18	7	677221	910139
572	OAK 6	8	677152	909935
573	OAK 4	10	677296	909937
574	OAK 4	0	677345	909786

NOTES

1. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. LANDS SHOWN HEREON WERE ABSTRACTED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NUMBER: 10058.002 PL, POLICY NUMBER: 021–7115977, EFFECTIVE DATE: JANUARY 31, 2025 AT 11:21 AM. SCHEDULE B–SECTION II EXCEPTIONS WERE REVIEWED BY THIS OFFICE AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
4. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
5. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N89°32'50"E ALONG NORTH LINE OF HEREON DESCRIBED PARCEL, BEING RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT) AND BASED ON FIELD MEASUREMENTS.
6. THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION REFERENCED IN THE TITLE REPORT REFERENCED IN NOTE 3 ABOVE.
7. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. FLOOD ZONE: "X" SHADED & "AE", ELEV.=9.0 FT ;COMMUNITY PANEL NO. 120058 0353 H; DATE: AUGUST 18, 2014.
11. BENCHMARK ORIGIN DESCRIPTION: BROWARD COUNTY BENCHMARK #0279. ELEVATION = 6.54'(NAVD88)
12. AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVABLE SURFACE EVIDENCE OF EARTH MOVING WORK OR BUILDING CONSTRUCTION.
13. AT THE TIME OF THE SURVEY THERE WAS NO EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT–OF–WAY LINES OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
14. SITE ADDRESS: CANTERBURY LANE, TAMARAC, FLORIDA 33319
15. THE PROPERTY IS CONTIGUOUS, HAVING NO HIATUS, GAPS OR GORES.
16. AT THE TIME OF THIS SURVEY THERE WERE NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.
17. THE PROPERTY HEREON HAS DIRECT PHYSICAL ACCESS TO THE COMMON, A PRIVATE VARIABLE WIDTH INGRESS/EGRESS EASEMENT, AS RESERVED IN INSTRUMENT NUMBER 120027221 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

DESCRIPTION

A PARCEL OF LAND IN SECTION 11, TOWNSHIP 49 SOUTH, RANGE 41 EAST; SAID PARCEL INCLUDING A PORTION OF TRACT 15 IN SAID SECTION 11, ACCORDING TO THE PLAT OF FORT LAUDERDALE TRUCK FARMS, AS RECORDED IN PLAT BOOK 4, PAGE 31, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SAID SECTION 11, AT AN INTERSECTION WITH THE SOUTHERLY PROJECTION OF A LINE 880 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WEST LINE OF SAID TRACT 15; THENCE RUN NORTH 0° 06' 02" WEST, (ON AN ASSUMED BEARING), 163.03 FEET ALONG SAID PARALLEL LINE AND ITS PROJECTION; THENCE RUN NORTH 89° 02' 05" WEST 40.01 FEET PARALLEL WITH SAID SOUTH LINE OF SECTION 11, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 02' 05" WEST 360.61 FEET ALONG SAID PARALLEL LINE, TO A POINT OF INTERSECTION WITH A CURVE RUNNING NORTHWESTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING SOUTH 86° 00' 40" WEST; THENCE RUN NORTHWESTERLY 159.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 921.83 FEET, A CENTRAL ANGLE OF 9° 54' 07" TO AN INTERSECTION WITH A LINE 455 FEET EAST OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO SAID WEST LINE OF TRACT 15; THENCE RUN NORTH 0° 06' 02" WEST 135.28 FEET ALONG SAID PARALLEL LINE; THENCE RUN SOUTH 89° 02' 05" EAST 385.06 FEET PARALLEL WITH SAID SOUTH LINE OF SAID SECTION 11, TO AN INTERSECTION WITH A LINE 840 FEET EAST OF AS MEASURED AT RIGHT ANGLES, AND PARALLEL TO SAID WEST LINE OF TRACT 15; THENCE RUN SOUTH 0° 06' 02" EAST 292.05 FEET ALONG SAID PARALLEL LINE, TO THE POINT OF BEGINNING.

AKA: RECREATION PARCEL NO. 1 SHAKER VILLAGE CONDOMINIUM PHASE I

SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA AND CONTAINING 110,156 SQUARE FEET/2.5288 ACRES, MORE OR LESS.

CERTIFIED TO:

CITY OF TAMARAC, A FLORIDA MUNICIPAL CORPORATION
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
JENNIFER LEVIN, P.A.
OTTINOT LAW, P.A.

CERTIFICATE:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 9, 11(OBSERVED), 13, 18, AND 19 ($1,000,000) OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON JUNE 24, 2025

DATE OF PLAT OR MAP: DECEMBER 1, 2025

EXHIBIT “B”

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 11, TOWNSHIP 49 SOUTH, RANGE 41 EAST; SAID PARCEL INCLUDING A PORTION OF TRACT 15 IN SAID SECTION 11, ACCORDING TO THE PLAT OF FORT LAUDERDALE TRUCK FARMS, AS RECORDED IN PLAT BOOK 4, PAGE 31, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SAID SECTION 11, AT AN INTERSECTION WITH THE SOUTHERLY PROJECTION OF A LINE 880 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WEST LINE OF SAID TRACT 15; THENCE RUN NORTH 0º 06' 02" WEST, (ON AN ASSUMED BEARING), 163.03 FEET ALONG SAID PARALLEL LINE ANO ITS PROJECTION; THENCE RUN NORTH 89º 02' 05" WEST 40.01 FEET PARALLEL WITH SAID SOUTH LINE OF SECTION 11, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 º 02’ 05" WEST 360.61 FEET ALONG SAID PARALLEL LINE, TO A POINT OF INTERSECTION WITH A CURVE RUNNING NORTHWESTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING SOUTH 86 º 00' 40" WEST; THENCE RUN NORTHWESTERLY 159.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 921.83 FEET, A CENTRAL ANGLE OF 9 º 54' 07" TO AN INTERSECTION WITH A LINE 455 FEET EAST OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO SAID WEST LINE OF TRACT 15; THENCE RUN NORTH 0 º 06' 02" WEST 135.28 FEET ALONG SAID PARALLEL LINE; THENCE RUN SOUTH 89 º 02' 05" EAST 385.06 FEET PARALLEL WITH SAID SOUTH LINE OF SAID SECTION 11, TO AN INTERSECTION WITH A LINE 840 FEET EAST OF AS MEASURED AT RIGHT ANGLES, AND PARALLEL TO SAID WEST LINE OF TRACT 15; THENCE RUN SOUTH 0 º 06' 02" EAST 292.05 FEET ALONG SAID PARALLEL LINE. TO THE POINT OF BEGINNING.

East Side Community Park
Small Scale Land Use Plan Amendment
Case No. 1-LUA-25



Subject Property

TAMARAC

The City For Your Life

Maxine Calloway, Director
Community Development
7525 NW 88 Avenue
Tamarac, FL 33321
Telephone (954) 597-3530

City of Tamarac Future Land Use Map

LAND USE PLAN AMENDMENTS					
	ORDINANCE #	DESIGNATION CHANGE	DEVELOPMENT NAME	FLEXIBILITY UNITS	GROSS ACRES
1	O-2018-13	Utilities to Community Facilities	Blue House of Tamarac ALF		2.33
2	O-2019-02	Medium-High Residential to Commercial	Rock Island Self-Storage		3.02
3	O-2019-07	Commercial to Medium-High Residential	Bailey Square	120	6.64
4	O-2019-09	Commercial to Medium-High Residential	Eden West	212	8.74
5	O-2021-27	Commercial to Industrial	5601 N Hiatus Road Industrial Project		15.82
6	O-2023-04	Commercial Recreation to Low Residential (0-3) Dwelling Units per Acre	Woodlands Residential		168.7
7	O-2023-16	Low-Density Residential to Low-Medium Residential	Bethlehem Junior Academy	1	4.06
8	O-2024-11	Commercial Recreation to Recreation	Woodlands Open Space		109.93
9	O-2025-006	Commercial to Low-Medium Residential	Woodmont Residential	50	6.25

Legend

Land Use Designations

- Roadways
- Commercial
- Commercial Recreation
- Recreation
- Conservation
- Community Facilities
- Industrial
- Local Activity Center
- Low (5) Residential
- Low Medium (10) Residential
- Medium (16) Residential
- Medium High (25) Residential
- High (50) Residential
- Medium-High (25) Mixed Use Residential
- High (50) Mixed Use Residential
- Major Transportation
- Utilities
- Low (5) Resdiential with (0-3) Dwellings
- City Boundary

City of Coral Springs

City of North Lauderdale

City of Sunrise

City of Lauderhill

City of Lauderdale Lakes

City of Fort Lauderdale

City of Oakland Park

SOUTHGATE BLVD
NW 81ST ST
NW 82ND ST
NOB HILL RD
NW 77TH ST
NW 75TH ST
NW 86TH AVE
NW 79TH AVE
SAWGRASS EXPRESSWAY
NW 108TH TER
NW 71ST PL
N PINE ISLAND RD
N UNIVERSITY DR
ROCK ISLAND RD
N SR7
W MCNAB RD
HIATUS RD
NW 61ST ST
NW 58TH ST
NW 57TH ST
W COMMERCIAL BLVD
BAILEY RD
NW 64TH AVE
FLORIDA TURNPIKE
W PROSPECT RD
NW 31ST AVE
NW 21ST AVE

TAMARAC
The City For Your Life

Print Date: 5/14/2025

TAMARAC
The City For Your Life

COMMUNITY DEVELOPMENT DEPARTMENT
Maxine A. Calloway, Esq., AICP
Director

December 5, 2025

Re: Pre-Application Neighborhood Meeting Notice

Dear City of Tamarac Adjacent Property Owner:

The City of Tamarac will host a Pre-Application Neighborhood Meeting on Wednesday, December 17, 2025, at 5:30 P.M. at the Tamarac Community Center, Ballroom, 8601 W Commercial Blvd, Tamarac, FL 33351.

The purpose of this meeting is to explain the proposed Small-Scale Land Use Plan Amendment and Rezoning applications for the former Shaker Village Clubhouse property located on The Common.

The proposal includes a Small-Scale Land Use Plan Amendment from “Medium Residential” to “Recreation” and a Rezoning from R-3 (Multi-Family Residential) to RC (Recreation) to allow for the development of the City of Tamarac East Side Community Park.

During the meeting, City staff will present information about the proposal and provide an opportunity to hear comments and concerns in an effort to resolve conflicts and outstanding issues where possible.

The City looks forward to sharing more information about the proposals at the Pre-Application Neighborhood Meeting.

Sincerely,

Maxine A. Calloway,
Director, Community Development

Pre-Application Neighborhood Meeting Summary

Project Name: East Side Community Park

Project Location: Canterbury Lane

1. Team Introductions
    - James Gorvetzian, Project Manager
    - Maher Mansour, Assistant Director of Community Development
    - Melissa Patron, Director of Parks & Recreation
    - Robert Johnson, Senior Planner
    - Daniela Herrera, City Engineer

2. Project Status
    - Small Scale Land Use Amendment proposed to change the Future Land Use designation of the property from “Medium Residential” (Up to 16 DU/AC) to “Recreation”.
    - Rezoning proposed to change the zoning classification of the property from R-3 (Multi-Family Residential) to RC (Recreation).

3. Project Feature
    - “Recreation” Future Land Use designation allows for active and passive recreation, boat ramps/docks, cultural, educational, and community facilities, wireless communication facilities, hotels, utilities, and limited commercial uses.
    - RC (Recreation) zoning classification is intended to provide for active and passive recreational activities. Such activities are normally and primarily conducted in the open air, while related accessory uses may be in the open air or in a building or structure.

4. Project Schedule
    - January 7, 2026: Planning Board – Rezoning and Small Scale Land Use Plan Amendment
    - January 14, 2026: City Commission 1st Reading – Rezoning and Small Scale Land Use Plan Amendment
    - January 29, 2026: City Commission 2nd Reading – Rezoning and Small Scale Land Use Plan Amendment

Neighborhood Concerns

- Adequate Parking for Park.

- Police Department Annex requested as opposed to park.
- Increased Traffic concerns on The Common.
- Townhouse Development requested as opposed to park.
- Proposed uses to be included in Community Center in park.
- Road maintenance of The Common from park use.

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This form should be included as backup to the agenda item for ordinances and must be posted on the City's website by the time notice of the proposed ordinance is published.

Business Impact Estimate

Ordinance title/reference: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ADOPTING A SMALL SCALE LOCAL LAND USE PLAN AMENDMENT TO THE CITY OF TAMARAC'S COMPREHENSIVE PLAN FUTURE LAND USE MAP IN ACCORDANCE WITH CHAPTER 163, SPECIFICALLY SECTION 163.3187 OF THE FLORIDA STATE STATUTES, FOR SAID LANDS SITUATED, LYING, AND BEING IN BROWARD COUNTY, FLORIDA, AND LOCATED ON THE COMMON, NORTH OF W COMMERCIAL BOULEVARD SHOWN IN EXHIBIT "A" AT CATERBURY LANE, AND MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTION SHOWN IN EXHIBIT "B" ATTACHED HERETO, TO CHANGE THE FUTURE LAND USE OF APPROXIMATELY 2.64 GROSS ACRES OF LAND FROM "MEDIUM RESIDENTIAL" TO "RECREATION" TO FACILITATE THE DEVELOPMENT OF THE PROPOSED EAST SIDE COMMUNITY PARK AND PROVIDE CONSISTENCY WITH THE LAND DEVELOPMENT CODE IN ACCORDANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN OF THE CITY OF TAMARAC; (CASE NO. 1-LUA-25) AUTHORIZING TRANSMITTAL OF THE SMALL SCALE LAND USE MAP AMENDMENT TO THE BROWARD COUNTY PLANNING COUNCIL FOR RECERTIFICATION OF THE CITY OF TAMARAC FUTURE LAND USE MAP; PROVIDING FOR AMENDMENT TO THE LAND USE PLAN TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank:

☐ The ordinance is required for compliance with federal or state law or regulation;

☐ The ordinance relates to the issuance or refinancing of debt;

☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☒ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

☐ The ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The ordinance is enacted to implement the following:

Business Impact Estimate required pursuant to Fla. Stat. § 166.041(4)a

TAMARAC
The City For Your Life

Business Impact Estimate

a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
b. Sections 190.005 and 190.046, regarding community development districts;
c. Section 553.73, relating to the Florida Building Code; or
d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any):

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	January 14, 2026
SUBMITTED BY:	Collette Tibby
ITEM TYPE:	Ordinance
TEMP. ORDINANCE NUMBER:	2621
AGENDA SECTION:	**QUASI-JUDICIAL HEARING(S) - ORDINANCE(S) - FIRST READING**
TITLE:	TO2621 - An Ordinance of the City Commission of the City of Tamarac, Florida, Amending the Official Zoning Map of the City of Tamarac referenced in Section 10-2.1(B) of Chapter 10 of the City of Tamarac Code of Ordinances for approximately 2.53 acres of land situated, lying, and being in Broward County, Florida, and legally described in Exhibit "A", from the current R-3 (Multi-Family Residential) zoning classification to the proposed RC (Recreation) zoning classification, for the subject property located on the common, north of W Commercial Boulevard shown in Exhibit "B" at Canterbury Lane to allow for the proposed East Side Community Park and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 7-Z-25); providing for amendment to the official zoning map to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

1 - Memo - East Side Community Park Rezoning.docx
2 -TO2621 - East Side Community Park Rezoning Ordinance.doc
2 - Exhibit A.docx
2 - Exhibit B.pdf
3 - Location Map - East Side Community Park Rezoning.pdf
4 - City of Tamarac Official Zoning Map.pdf
5 - PreApplication Neighborhood Meeting Notice.pdf
6 - Pre-Application Neighborhood Meeting Summary.docx
BIE TO2621.docx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 26-01-002M
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu,
City Manager

FROM: Maxine Calloway
Community Development Director

DATE: January 7, 2026

RE: East Side Community Park – Rezoning
TO# 2621.

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed rezoning to facilitate the development of the proposed East Side Community Park at its January 14, 2026 meeting for first reading and at its January 29, 2026 meeting for second reading (see attached Temporary Ordinance No. 2621).

ISSUE: The property owner, City of Tamarac, is requesting approval of a rezoning to the change the zoning designation of the subject property from R-3 (Multi-Family Residential) to RC (Recreation) to facilitate the allowance of a community park.



Aerial Photograph

LOCATION: The subject property is the location of the former Shaker Village Clubhouse located north of W Commercial Boulevard, off The Common, at Canterbury Lane in Commission District 1, Vice Mayor Marlon Bolton (see Aerial Photograph above and attached Location Map).

The property is 2.64 gross acres in size (2.53 net acres in size), has a current City of Tamarac Future Land Use designation of "Medium Residential" and a zoning classification of R-3 (Multi-Family Residential).

Surrounding Land Use and Zoning:

North: Shaker Village multi-family townhouse condominium zoned R-3 (Multi-Family Residential) with a Future Land Use designation of "Medium Residential".

South: Woodlands Section Two – Phase One single-family residential subdivision zoned RE (Residential Estate) with a Future Land Use designation of "Low Density Residential" and Open Space Pod 6 of Woodlands Residential single-family development zoned RC (Recreation) with a Future Land Use designation of "Recreation".

East: Comrock First Addition single-family residential subdivision zoned RE (Residential Estate) with a Future Land Use designation of "Low Density Residential".

West: Woodlands Greens single-family residential subdivision zoned RE (Residential Estate) with a Future Land Use designation of "Low Density Residential".

BACKGROUND: The subject property is the former location of the Shaker Village clubhouse, which includes a clubhouse building with a porte-cochere, pool, jacuzzi, tennis courts, shuffleboard courts, and a boat ramp. In 2017, the clubhouse building fell into disrepair following the removal of the roof, requiring substantial repair. The building remained in a state of disrepair due to the lack of sufficient funding to complete the necessary repairs.

On January 29, 2025, the City purchased the subject property from Shaker Village Condominium Association, Inc., for $1,940,000.00 due to the visible unsightly condition of the property along W Commercial Boulevard and the City's desire to expand public park access, consistent with the City of Tamarac 2050 Comprehensive Plan. The acquisition was funded through a Florida Communities Trust grant and developer contributions. The proposed rezoning and small scale land use amendment, which are submitted for approval concurrently as two separate agenda items, are required as a compliance measure imposed by the grant administrators and must be completed by January 31, 2026, to maintain eligibility and compliance with the grant. The grant further requires that specific recreational and public amenity elements be incorporated into the future park design.

A temporary fence was installed on the property in September 2025, followed by the demolition of the clubhouse and pool in October 2025. A silt fence was installed to protect adjacent water bodies, and water service to the property was disconnected.

The proposed rezoning from R-3 (Multi-Family Residential) to RC (Recreation) allows for the proposed park use in the RC (Recreation) zoning classification (see attached City of Tamarac Official Zoning Map). The proposed RC (Recreation) zoning classification is intended to provide for active and passive recreational activities. Such activities are normally and primarily conducted in the open air, while related accessory uses may be in the open air or in a building or structure

A Pre-Application Neighborhood Meeting was conducted on December 17, 2025, in accordance with Section 10-5.3(C) of the Land Development Code. Neighborhood concerns included adequate parking for park, increased traffic concerns on The Common, Police Department Annex requested as opposed to park, townhouse development requested as opposed to park, proposed uses to be included in the Community Center in the park, and road maintenance of The Common from park use (see attached Pre-Application Neighborhood Meeting Summary).

Accompanying this application is a request to change the future land use of the subject from "Medium Residential" to "Recreation" to facilitate the development of the proposed East Side Community Park. The State of Florida grant requires the proposed Small Scale Land Use Plan Amendment from 'Medium Residential" to "Recreation" and rezoning from R-3 (Multi-Family Residential) to RC (Recreation).

ANALYSIS: Amending the City of Tamarac Official Zoning Map is a matter committed to the legislative discretion of the City Commission. Section 10-5.4(F)(3), Land Development Code, identifies review standards to be employed when considering an application for rezoning. In deciding the application, the City Commission shall consider and weigh the relevance of and the extent to which the proposed amendment:

(a) Is consistent with the Comprehensive Plan;

The proposed rezoning is consistent with the City's Comprehensive Plan and meets the prescribed criteria for rezoning as identified in the City of Tamarac's Comprehensive Plan subject to the approval of the Small Scale Local Land Use Plan Use Amendment.

(b) Is consistent with any provisions of this Code or the Tamarac City Code;

The proposed rezoning is consistent with the provisions of the City of Tamarac Land Development Code and Broward County's Land Use Plan subject to approval of the Small Scale Local Land Use Plan Amendment.

(c) Addresses a demonstrated community need;

The subject site was developed and previously operated as a clubhouse for Shaker Village. Due to the disrepair and razing of the clubhouse, a rezoning is proposed to facilitate the proposed park use use. The proposed park use addresses a demonstrated community need.

(d) Is required by changed conditions;

The rezoning is required in order to allow reasonable use of the subject property due to the clubhouse falling into disrepair and subsequent demolition. The rezoning is proposed to facilitate the proposed park use required by the State of Florida grant.

(e) Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;

Existing residential developments are located adjacent to the north, south, east, and west of the subject property. The proposed rezoning from R-3 (Multi-Family Residential) to RC (Recreation) is compatible with the existing residential uses adjacent to the subject property and is the appropriate zoning district to facilitate the proposed park use.

(f) Would result in a logical and orderly development pattern;

Existing residential developments are located adjacent to the north, south, east, and west of the subject property. The proposed rezoning from R-3 (Multi-Family Residential) to RC (Recreation) would result in a logical and orderly development pattern due to the existing adjacent residential developments.

(g) Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).

Adequate public facilities are available to serve the proposed park use.

(h) Would avoid significantly adverse impacts on the natural environment – including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

The rezoning from R-3 (Multi-Family Residential) to RC (Recreation) will reduce adverse impacts to the natural environment due to the proposed park use that will be constructed in accordance with current regulations in regards to stormwater management. Additionally, the installed silt fence will protect the existing water bodies and drainage systems to control soil erosion and filters sediment particles from entering the water.

(i) Would be consistent with the public interest and the purposes and intent of the Land Development Code.

Rezoning the subject property to a zoning district that allows reasonable use of the property in a manner that is compatible with the adjacent neighborhood is consistent with the public interest and the purposes and intent of the Land Development Code. The intent of the RC (Recreation) zoning district is to provide for active and passive recreational activities. The rezoning is consistent with the intent of the RC (Recreation) zoning district.

It is the opinion of the Director of Community Development that the request for Rezoning meets each of the general review standard conclusions based on findings of fact supported by competent, substantial, and material evidence. The Director of Community Development supports the petition based upon the above analysis of the application.

CONCLUSION: This item supports Goal #4 of the City of Tamarac's 2040 Strategic Plan, "Tamarac is Vibrant." The approval of the Rezoning will provide an opportunity to revitalize the former Shaker Village Clubhouse property thereby supporting Goal #4 of the City's Strategic Plan, "A Vibrant Community."

This request also supports the following policies of the Future Land Use Element of the City of Tamarac 2050 Comprehensive Plan:

Policy 1.5 - The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances.

Policy 5.1 - The City will continue to monitor through its Community Development Department demographic and economic data concerning all neighborhoods in the City, and will apply for grants in aid for beautification, safe neighborhoods, parks and recreation improvements, and other facilities and service improvements throughout the planning period.

Policy 12.4 - The following level of service standards are established by the City for each public facility within the municipal boundary. Public Parks, Recreation, and Open Space: 3.0 acres/1,000 population; and 3.5 acres of improved private park land per 1,000 population, exclusive of stormwater management areas; up to fifteen percent of this may be met by golf course land.

This request also support the following objective of the Recreation and Open Space Element of the City of Tamarac 2050 Comprehensive Plan:

Objective 1 - The City will continue to maintain a diverse system of parks, recreation, and open space facilities that adequately and efficiently provide recreation opportunities at the adopted level of service standard, and incorporate modern and SMART technologies.

The Director of Community Development recommends that the City Commission approve the proposed rezoning to facilitate the development of the proposed East Side Community Park at its January 14, 2026 meeting for first reading and at its January 29, 2026 meeting for second reading.

FISCAL IMPACT: There is no fiscal impact associated with this petition..

INTERVENING ACTION: At its January 7, 2026 meeting, the Planning Board voted 4-0 to forward a favorable recommendation for the proposed rezoning to facilitate the development of the proposed East Side Community Park to the City Commission at its January 14, 2026 meeting for first reading and at its January 29, 2026 meeting for second reading.

_____

Maxine A. Calloway,
Director of Community Development

Attachments: Temporary Ordinance No. 2621
Location Map
City of Tamarac Official Zoning Map
Pre-Application Neighborhood Meeting Summary

MAC/RWJ

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAMARAC REFERENCED IN SECTION 10-2.1(B) OF CHAPTER 10 OF THE CITY OF TAMARAC CODE OF ORDINANCES FOR APPROXIMATELY 2.53 ACRES OF LAND SITUATED, LYING, AND BEING IN BROWARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED IN EXHIBIT "A", FROM THE CURRENT R-3 (MULTI-FAMILY RESIDENTIAL) ZONING CLASSIFICATION TO THE PROPOSED RC (RECREATION) ZONING CLASSIFICATION, FOR THE SUBJECT PROPERTY LOCATED ON THE COMMON, NORTH OF W COMMERCIAL BOULEVARD SHOWN IN EXHIBIT "B" AT CANTERBURY LANE TO ALLOW FOR THE PROPOSED EAST SIDE COMMUNITY PARK AND PROVIDE CONSISTENCY WITH THE LAND DEVELOPMENT CODE IN ACCORDANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN OF THE CITY OF TAMARAC; (CASE NO. 7-Z-25); PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property owner, City of Tamarac, has requested that certain real estate property located on The Common, north of W Commercial Boulevard shown in Exhibit "B" at Canterbury Lane, containing approximately 2.53 acres of land, be rezoned from R-3 (Multi-Family Residential) to RC (Recreation) to allow for the proposed East Side Community Park; and

WHEREAS, in accordance with Section 10-2.2(B)(4) of the Land Development Code, the purpose of the Multi-Family Residential (R-3) district is intended to provide for medium- and higher-density residential neighborhoods and permits group living facilities, public and recreational facilities, and uses accessory to residential dwellings; and

WHEREAS, in accordance with Section 10-2.4(A)(1) of the Land Development Code, the purpose of the Recreation (RC) district is intended to provide for active and passive recreational activities; and

WHEREAS, City administration believes the proposed rezoning is consistent with the Comprehensive Plan in that the proposed zoning designation will be consistent with the proposed underlying land use designation of “Recreation”; and

WHEREAS, the Broward County Land Use Map designation of the subject property is Medium (16) Residential; and

WHEREAS, pursuant to the provisions of the Code of Ordinances of the City of Tamarac, Florida, public notice has been given of the time and place of the public hearing regarding the rezoning of the subject property and said public hearing has been held in accordance with the notice and the public has been given an opportunity to be, and has been heard; and

WHEREAS, on January 7, 2026, the Planning Board held a duly advertised Public Hearing and found the rezoning application met the requirements of Article II, Section 10-5.4(F) of the Code of Ordinances, and is in harmony with the goals, objectives and policies of the Comprehensive Plan and recommended approval; and

WHEREAS, the Director of Community Development recommends approval of this rezoning; and

WHEREAS, the City Commission of the City of Tamarac, Florida, hereby accepts the Planning Board’s recommendation, and finds that the proposed rezoning is consistent with the City of Tamarac Comprehensive Plan and is therefore in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED 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 the Ordinance

upon adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part thereof.

SECTION 2: That the land legally described in Exhibit “A” is hereby rezoned from R-3 (Multi-Family Residential) to RC (Recreation).

SECTION 3: That the official Zoning Map of the City of Tamarac shall be changed to reflect such zoning designation upon the effective date of this Ordinance.

SECTION 4: All Ordinances or parts of Ordinances, and all Resolutions or parts of Resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6: This Ordinance shall not become effective until thirty-one (31) days after the associated Land Use Plan Amendment adoption if not otherwise challenged.

[INTENTIONALLY LEFT BLANK]

PASSED, FIRST READING this day of , 2026.

PASSED, SECOND READING this day of , 2026.

MICHELLE J. GOMEZ, MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR GOMEZ	_____
DIST 1: V/M BOLTON	_____
DIST 2: COMM. WRIGHT	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR GOMEZ	_____
DIST 1: V/M BOLTON	_____
DIST 2: COMM. WRIGHT	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

HANS OTTINOT
CITY ATTORNEY

This Ordinance was filed in the Office of the City Clerk on this ___ day of _____ 2026.

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 11, TOWNSHIP 49 SOUTH, RANGE 41 EAST; SAID PARCEL INCLUDING A PORTION OF TRACT 15 IN SAID SECTION 11, ACCORDING TO THE PLAT OF FORT LAUDERDALE TRUCK FARMS, AS RECORDED IN PLAT BOOK 4, PAGE 31, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SAID SECTION 11, AT AN INTERSECTION WITH THE SOUTHERLY PROJECTION OF A LINE 880 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WEST LINE OF SAID TRACT 15; THENCE RUN NORTH 0º 06' 02" WEST, (ON AN ASSUMED BEARING), 163.03 FEET ALONG SAID PARALLEL LINE ANO ITS PROJECTION; THENCE RUN NORTH 89º 02' 05" WEST 40.01 FEET PARALLEL WITH SAID SOUTH LINE OF SECTION 11, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 º 02’ 05" WEST 360.61 FEET ALONG SAID PARALLEL LINE, TO A POINT OF INTERSECTION WITH A CURVE RUNNING NORTHWESTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING SOUTH 86 º 00' 40" WEST; THENCE RUN NORTHWESTERLY 159.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 921.83 FEET, A CENTRAL ANGLE OF 9 º 54' 07" TO AN INTERSECTION WITH A LINE 455 FEET EAST OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO SAID WEST LINE OF TRACT 15; THENCE RUN NORTH 0 º 06' 02" WEST 135.28 FEET ALONG SAID PARALLEL LINE; THENCE RUN SOUTH 89 º 02' 05" EAST 385.06 FEET PARALLEL WITH SAID SOUTH LINE OF SAID SECTION 11, TO AN INTERSECTION WITH A LINE 840 FEET EAST OF AS MEASURED AT RIGHT ANGLES, AND PARALLEL TO SAID WEST LINE OF TRACT 15; THENCE RUN SOUTH 0 º 06' 02" EAST 292.05 FEET ALONG SAID PARALLEL LINE. TO THE POINT OF BEGINNING.

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 INCH = 30 FT.



Owner: PG CANTERBURY LLC
PARCEL ID: 494111AD0010

FORT LAUDERDALE TRUCK FARMS
SECTION 11 – TRACT 15
(P.B. 4, PG. 31)

SHAKER VILLAGE CONDO ASSOCIATION
(O.R.B. 6375, PG. 869)

SET I.R./CAP LB 3591

N89°32'50"E 385.06' (DEED)

FND I.R./CAP LB 3591

40' CANAL EASEMENT (O.R.B. 5246, PG. 537)

40.00'

40.00'

EDGE OF WATER

LOT 9, BLOCK 4 COMROCK FIRST ADDITION (P.B. 102, PG. 34)

LOT 10, BLOCK 4 COMROCK FIRST ADDITION (P.B. 102, PG. 34)

LOT 11, BLOCK 4 COMROCK FIRST ADDITION (P.B. 102, PG. 34)

LOT 12, BLOCK 4 COMROCK FIRST ADDITION (P.B. 102, PG. 34)

LOT 13, BLOCK 4 COMROCK FIRST ADDITION (P.B. 102, PG. 34)

40' DRAINAGE RIGHT OF WAY (O.R.B. 4462, PG. 851)

40' DRAINAGE RIGHT OF WAY (O.R.B. 4810, PG. 230)

PARCEL ID: 494111010017
OWNER: CITY OF TAMARAC

N00°06'02"W (DEED)
N01°31'10"W 163.03'

S01°31'10"E 292.05'
S00°06'02"E (DEED)

LINE 880' EAST OF AND PARALLEL W. LINE OF TRACT 15

880'

W. LINE OF TRACT 15

– THE COMMON
VARIED WIDTH INGRESS–EGRESS EASEMENT
(O.R.B. 6375, PG. 869)
(O.R.B. 5472, PG. 696)
(O.R.B. 6385, PG. 679)
(O.R.B. 6453, PG. 746)

N00°06'02"W (DEED)
N01°31'07"W 135.28'

PARCEL ID: 494111010250
OWNER: SHAKER VILLAGE CONDO ASSOC INC

PARCEL ID: 494111010170
OWNER: CITY OF TAMARAC

BOAT RAMP ESMT. TO THE CITY OF TAMARAC (O.R.B. 46549, PG. 898)

15' DRAINAGE ESMT. (O.R.B. 5724, PG. 805)

L=159.31'
R=921.83'
Δ=9°54'07"

S89°32'50"W 360.61'
N89°02'05"W (DEED)

FND I.R./CAP LB 3591

FORT LAUDERDALE TRUCK FARMS
SECTION 11 – TRACT 15
(P.B. 4, PG. 31)

PARCEL ID: 494111010160
OWNER: SHAKER VILLAGE CONDO ASSOC INC

POINT OF BEGINNING
POINT FALLS IN WATER
N89°02'05"W (DEED)
S89°32'50"W 40.01'

POINT OF COMMENCEMENT
INTERSECTION OF THE S. LINE OF SECTION 11 WITH A LINE 880' E. OF AND PARALLEL TO THE W. LINE OF TRACT 15

S. LINE OF SECTION 11 (P.B. 4, PG. 31)

APPARENT PHYSICAL USE OF ADJOINING LANDS

SILT FENCE (1.1' WEST OF PROPERTY LINE)

SILT FENCE (3.3' EAST OF PROPERTY LINE)

SILT FENCE (INTERSECTION OF PROPERTY LINE)

SILT FENCES

WOOD PILLARS

WOOD BOLLARDS (TYP.)

ROPE CHAIN FENCE

CHAIN LINK FENCE

CONC. FLUME

CONC. ENTRANCE SIGN

LAKE

LAKE FOUNTAIN

OUTFALL=(–)0.46(W)48"CMP

FLOOD ZONE "AE", ELEV.=9 FEET

FLOOD ZONE "X"

PARKING SPACE COUNT

REGULAR SPACE:	49
HANDICAP SPACES:	0
TOTAL PARKING SPACES:	49

LEGEND

A/C – AIR CONDITIONER
L – ARC LENGTH
ALUM. – ALUMINUM
B.E. – BUFFER EASEMENT
C.O. – CLEANOUT
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
COV. COVERED
D.E. – DRAINAGE EASEMENT
ELEC. – ELECTRIC
ELEV. – ELEVATION
EQUIP. – EQUIPMENT
ESMT. – EASEMENT
EXIST. – EXISTING
F.P.L.–FLORIDA POWER & LIGHT
FIN. – FINISHED
FLR. – FLOOR
FND. – FOUND
I.R./CAP – IRON ROD & CAP
INV. – INVERT
IRR. – IRRIGATION
L.A.E. – LIMITED ACCESS EASEMENT
O/S – BUILDING OFFSET
O.R.B. – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
P.B.C.C.R. – PALM BEACH COUNTY RECORD
P.O.B. – POINT OF BEGINNING
P.O.C.– POINT OF COMMENCEMENT
PGS – PAGE(S)
P.R.M.–PERMANENT REFERENCE MONUMENT
PROP. – PROPOSED
R – RADIUS
R/W – RIGHT–OF–WAY
RGE. – RANGE
SEC – SECTION
Δ – DELTA (CENTRAL ANGLE)
TOPO – TOPOGRAPHY

SQ. FT. – SQUARE FEET
TWP. – TOWNSHIP
TYP. – TYPICAL
U.E. – UTILITY EASEMENT
W.M. – WATER METER
W.E. – WATER EASEMENT
S.E. – SANITARY EASEMENT
– LIGHT POLE
– FIRE HYDRANT
– CATCH BASIN
– WATER VALVE
– SET 5/8" IR/CAP LB 3591
– SANITARY MANHOLE
– DRAINAGE MANHOLE
– WOOD POWER POLE (UNLESS NOTED)
– CENTER LINE
– EXISTING ELEVATION
– TRAFFIC SIGN
– ELECTRICAL WIRES OVERHEAD
– ANCHOR
– WATER METER
– RPZ
– GROUND LIGHT
– ELECTRIC HAND HOLE
– IRRIGATION CONTROL VALVE
– CONCRETE POWER POLE
– FIRE DEPARTMENT CONNECTION
●167 – TREE LOCATION AND TAG NUMBER

EXCEPTIONS FROM COVERAGE

3. ALL MATTERS CONTAINED ON THE PLAT OF FORT LAUDERDALE TRUCK FARMS. AS RECORDED IN PLAT BOOK 4, PAGE 31 PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.[AFFECTS AS SHOWN]

4. DEVELOPER AGREEMENT WITH TAMARAC UTILITIES, INC. RECORDED IN O.R. BOOK 4508, PAGE 447, TOGETHER WITH MODIFICATION THERETO RECORDED IN O.R. BOOK 6734, PAGE 945, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.[AFFECTS NOT PLOTTABLE]

5. EASEMENTS RECORDED IN O.R. BOOK 5724. PAGE 805 AND O.R. BOOK 6453. PAGE 746, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.[AFFECTS AS SHOWN]

6. BOAT RAMP INSTALLATION AGREEMENT RECORDED IN O.R. BOOK 46549, PAGE 898. PUBLIC RECORDS OF BROWARD COUNTY. FLORIDA.[AFFECTS AS SHOWN]

7. TERMS AND CONDITIONS OF EASEMENT GRANTING THE PUBLIC THE RIGHT TO USE ROADWAY RECORDED IN INSTRUMENT NUMBER 120027221 AS RE–RECORDED IN CORRECTIVE INSTRUMENT NO. 120094605, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. NOTE: ITEM WAS PLACED OF RECORD AFTER THE CURRENT EFFECTIVE DATE OF THE COMMITMENT.[AFFECTS AS SHOWN]

8. SHARED USE AGREEMENT RECORDED IN INSTRUMENT NUMBER 120027221. AS RE–RECORDED IN CORRECTIVE INSTRUMENT NO. 120094604. ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY. FLORIDA. NOTE: ITEM WAS PLACED OF RECORD AFTER THE CURRENT EFFECTIVE DATE OF THE COMMITMENT.[AFFECTS NOT PLOTTABLE, BLANKET]

9. INTEREST OF ROBERT P. MCMANUS AND BETTIE M. MCMANUS, THEIR ASSIGNS, OR SUCCESSORS IN INTEREST BY REASON OF THE DEED RECORDED IN O.R. BOOK 19923, PAGE 844. PUBLIC RECORDS OF BROWARD COUNTY. FLORIDA. WHICH CONTAINS A 1/358TH INTEREST IN THE SUBJECT PROPERTY.[AFFECTS, NOT PLOTTABLE – NOTE: INSTRUMENT INDICATES THE INTEREST IS 1/358TH]

TREE TABLE

TREE ID	TREE TYPE with TRUNK DIAMETER (IN INCHES)	PALM TREE HEIGHT (IN FEET)	NORTHING	EASTING
500	OAK 24		677341	909797
501	OAK 23		677342	909811
502	OAK 28		677352	909895
503	PALM 9	23	677349	909913
504	PALM 11	11	677339	909895
505	PALM 15	9	677352	909920
506	PALM 9	27	677342	909910
507	PALM 12	19	677344	909920
508	PALM 13	20	677348	909977
509	PALM 9	13	677349	909983
510	PALM 12	16	677344	909995
511	PALM 11	23	677350	910002
512	PALM CLUSTER 4		677340	910010
513	PALM 15	10	677328	910009
514	PALM 19	17	677347	910168
515	PALM 17	12	677323	910170
516	PALM 15	14	677291	910169
517	PALM 18	19	677277	910170
518	PALM 19	11	677276	910175

TREE TABLE

TREE ID	TREE TYPE with TRUNK DIAMETER (IN INCHES)	PALM TREE HEIGHT (IN FEET)	NORTHING	EASTING
519	PALM 17	19	677268	910170
520	PALM 17	12	677263	910171
521	PALM 19	14	677250	910174
522	OAK 9	14	677245	910170
523	OAK 8		677236	910172
525	OAK 10		677233	910171
526	STRANGLER FIG 26		677232	910168
527	PALM 9	4	677234	910154
528	PALM 16	9	677229	910143
529	PALM 14	19	677230	910138
530	PALM 18	17	677221	910135
531	PALM 17	13	677230	910092
532	PALM 20	16	677193	910112
533	PALM 14	11	677194	910086
534	PALM 4	16	677196	910076
535	OAK 6		677229	910033
536	PALM 12	11	677260	909987
537	PALM 15	4	677280	910006
538	PALM 18	10	677304	910012

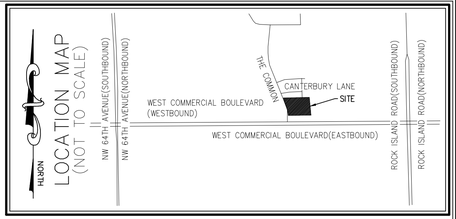
TREE TABLE

TREE ID	TREE TYPE with TRUNK DIAMETER (IN INCHES)	PALM TREE HEIGHT (IN FEET)	NORTHING	EASTING
539	PALM 17	9	677285	909955
540	OAK 22		677287	909827
541	OAK 1		677286	909806
542	OAK 21		677274	909801
543	PALM 8	20	677220	909798
544	MULTI–PALM 5	7	677217	909805
545	PALM 20	8	677191	909969
546	PALM 15	8	677186	910006
547	PALM 9	7	677180	910000
548	OAK 14		677151	909939
549	PALM 8	19	677152	909933
550	PALM 9	12	677158	909932
551	PALM 9	17	677157	909928
552	PALM CLUSTER 4		677148	909882
553	MULTI–PALM 4	10	677169	909813
554	MULTI–PALM 6	10	677151	909816
555	MULTI–PALM 6	9	677113	909822
556	PALM 5	5	677092	909825
557	PALM 17	13	677080	910011

TREE TABLE

TREE ID	TREE TYPE with TRUNK DIAMETER (IN INCHES)	PALM TREE HEIGHT (IN FEET)	NORTHING	EASTING
558	PALM 12	11	677087	910133
559	PALM 9	36	677092	910181
562	OAK 6		677216	910123
563	OAK 8		677212	910120
564	OAK 10		677207	910118
565	MULTI–PALM 4	6	677131	909819
566	MULTI–PALM 4	6	677235	909802
567	MULTI–PALM 4	6	677256	909798
568	MULTI–PALM 4	6	677276	909793
569	MULTI–PALM 4	6	677296	909788
570	MULTI–PALM 4	6	677315	909787
571	GUMBO 18	7	677221	910139
572	OAK 6	8	677152	909935
573	OAK 4	10	677296	909937
574	OAK 4	0	677345	909786

LOCATION MAP
(NOT TO SCALE)



NOTES

1. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. LANDS SHOWN HEREON WERE ABSTRACTED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NUMBER: 10058.002 PL, POLICY NUMBER: 021–7115977, EFFECTIVE DATE: JANUARY 31, 2025 AT 11:21 AM. SCHEDULE B–SECTION II EXCEPTIONS WERE REVIEWED BY THIS OFFICE AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
4. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
5. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF N89°32'50"E ALONG NORTH LINE OF HEREON DESCRIBED PARCEL, BEING RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT) AND BASED ON FIELD MEASUREMENTS.
6. THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION REFERENCED IN THE TITLE REPORT REFERENCED IN NOTE 3 ABOVE.
7. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. FLOOD ZONE: "X" SHADED & "AE", ELEV.=9.0 FT ;COMMUNITY PANEL NO. 120058 0353 H; DATE: AUGUST 18, 2014.
11. BENCHMARK ORIGIN DESCRIPTION: BROWARD COUNTY BENCHMARK #0279. ELEVATION = 6.54'(NAVD88)
12. AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVABLE SURFACE EVIDENCE OF EARTH MOVING WORK OR BUILDING CONSTRUCTION.
13. AT THE TIME OF THE SURVEY THERE WAS NO EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT–OF–WAY LINES OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
14. SITE ADDRESS: CANTERBURY LANE, TAMARAC, FLORIDA 33319
15. THE PROPERTY IS CONTIGUOUS, HAVING NO HIATUS, GAPS OR GORES.
16. AT THE TIME OF THIS SURVEY THERE WERE NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.
17. THE PROPERTY HEREON HAS DIRECT PHYSICAL ACCESS TO THE COMMON, A PRIVATE VARIABLE WIDTH INGRESS/EGRESS EASEMENT, AS RESERVED IN INSTRUMENT NUMBER 120027221 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

DESCRIPTION

A PARCEL OF LAND IN SECTION 11, TOWNSHIP 49 SOUTH, RANGE 41 EAST; SAID PARCEL INCLUDING A PORTION OF TRACT 15 IN SAID SECTION 11, ACCORDING TO THE PLAT OF FORT LAUDERDALE TRUCK FARMS, AS RECORDED IN PLAT BOOK 4, PAGE 31, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SAID SECTION 11, AT AN INTERSECTION WITH THE SOUTHERLY PROJECTION OF A LINE 880 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WEST LINE OF SAID TRACT 15; THENCE RUN NORTH 0° 06' 02" WEST, (ON AN ASSUMED BEARING), 163.03 FEET ALONG SAID PARALLEL LINE AND ITS PROJECTION; THENCE RUN NORTH 89° 02' 05" WEST 40.01 FEET PARALLEL WITH SAID SOUTH LINE OF SECTION 11, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 02' 05" WEST 360.61 FEET ALONG SAID PARALLEL LINE, TO A POINT OF INTERSECTION WITH A CURVE RUNNING NORTHWESTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING SOUTH 86° 00' 40" WEST; THENCE RUN NORTHWESTERLY 159.31 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 921.83 FEET, A CENTRAL ANGLE OF 9° 54' 07" TO AN INTERSECTION WITH A LINE 455 FEET EAST OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO SAID WEST LINE OF TRACT 15; THENCE RUN NORTH 0° 06' 02" WEST 135.28 FEET ALONG SAID PARALLEL LINE; THENCE RUN SOUTH 89° 02' 05" EAST 385.06 FEET PARALLEL WITH SAID SOUTH LINE OF SAID SECTION 11, TO AN INTERSECTION WITH A LINE 840 FEET EAST OF AS MEASURED AT RIGHT ANGLES, AND PARALLEL TO SAID WEST LINE OF TRACT 15; THENCE RUN SOUTH 0° 06' 02" EAST 292.05 FEET ALONG SAID PARALLEL LINE, TO THE POINT OF BEGINNING.

AKA: RECREATION PARCEL NO. 1 SHAKER VILLAGE CONDOMINIUM PHASE I

SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA AND CONTAINING 110,156 SQUARE FEET/2.5288 ACRES, MORE OR LESS.

CERTIFIED TO:

CITY OF TAMARAC, A FLORIDA MUNICIPAL CORPORATION
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
JENNIFER LEVIN, P.A.
OTTINOT LAW, P.A.

CERTIFICATE:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 9, 11(OBSERVED), 13, 18, AND 19 ($1,000,000) OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON JUNE 24, 2025

DATE OF PLAT OR MAP: DECEMBER 1, 2025

	REVISED PER REZONING NEEDS	12/1/2025	EJS
	UPDATE SURVEY, ADDED TOPO & TREES	6/25/25	SF
	TITLE UPDATE	6/12/25	SF
	REVISIONS	DATE	BY
	FILE NAME: 10551 zoning only ALTA.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

SHAKER VILLAGE CLUBHOUSE
ALTA/NSPS LAND TITLE SURVEY

DATE	8/16/2023
DRAWN BY	TKM
F.B./ PG.	HDS
SCALE	1"=30'

Digitally signed by David Lindley
Date: 2025.12.01 09:32:51 -05'00'
Adobe Acrobat version: 2025.001.20937

DAVID P. LINDLEY
REGISTERED LAND SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

JOB #	10551
SHT.NO.	1
OF	1 SHEETS

East Side Community Park
Rezoning
Case No. 7-Z-25



Subject Property

TAMARAC

The City For Your Life

Maxine Calloway, Director
Community Development
7525 NW 88 Avenue
Tamarac, FL 33321
Telephone (954) 597-3530

TAMARAC

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City of Tamarac Zoning Map

Legend

- Tamarac_Boundary
- BP - Business Park
- I-1 - Light Industrial
- I-2 - Industrial
- NC - Neighborhood Commercial
- MU-C - Mixed-Use Corridor
- MU-G - Mixed-Use General
- MU-N - Mixed-Use Neighborhood
- PD - Planned Development
- RE - Residential Estate
- R-1 - Single Family Residential
- R-2 - Two-Family Residential
- R-3 - Multi-Family Residential
- PF - Public Facilities
- RC - Recreation
- SU - Special Utility
- ROW - Right of Way

City of Coral Springs

City of North Lauderdale

City of Sunrise

City of Lauderhill

City of Lauderdale Lakes

City of Fort Lauderdale

City of Oakland Park

SOUTHGATE BLVD
NW 82ND ST
NW 81ST ST
NOB HILL RD
NW 77TH ST
NW 75TH ST
NW 75TH AVE
NW 80TH AVE
SAWGRASS EXPRESSWAY
NW 108TH TER
NW 71ST PL
N PINE ISLAND RD
N UNIVERSITY DR
W MCNAB RD
HIATUS RD
CASSIDY CAMPO BLVD
NW 61ST ST
NW 58TH ST
NW 57TH ST
NW 64TH AVE
W COMMERCIAL BLVD
BAILEY RD
ROCK ISLAND RD
FLORIDA TURNPIKE
N SR7
NW 31ST AVE
W PROSPECT RD
NW 21ST AVE
MAINLAND DR

N
W E
S

0 3,750 7,500 Feet

Print Date: 6/12/2025

TAMARAC
The City For Your Life

COMMUNITY DEVELOPMENT DEPARTMENT
Maxine A. Calloway, Esq., AICP
Director

December 5, 2025

Re: Pre-Application Neighborhood Meeting Notice

Dear City of Tamarac Adjacent Property Owner:

The City of Tamarac will host a Pre-Application Neighborhood Meeting on Wednesday, December 17, 2025, at 5:30 P.M. at the Tamarac Community Center, Ballroom, 8601 W Commercial Blvd, Tamarac, FL 33351.

The purpose of this meeting is to explain the proposed Small-Scale Land Use Plan Amendment and Rezoning applications for the former Shaker Village Clubhouse property located on The Common.

The proposal includes a Small-Scale Land Use Plan Amendment from “Medium Residential” to “Recreation” and a Rezoning from R-3 (Multi-Family Residential) to RC (Recreation) to allow for the development of the City of Tamarac East Side Community Park.

During the meeting, City staff will present information about the proposal and provide an opportunity to hear comments and concerns in an effort to resolve conflicts and outstanding issues where possible.

The City looks forward to sharing more information about the proposals at the Pre-Application Neighborhood Meeting.

Sincerely,

Maxine A. Calloway,
Director, Community Development

Pre-Application Neighborhood Meeting Summary

Project Name: East Side Community Park

Project Location: Canterbury Lane

1. Team Introductions
    - James Gorvetzian, Project Manager
    - Maher Mansour, Assistant Director of Community Development
    - Melissa Patron, Director of Parks & Recreation
    - Robert Johnson, Senior Planner
    - Daniela Herrera, City Engineer

2. Project Status
    - Small Scale Land Use Amendment proposed to change the Future Land Use designation of the property from “Medium Residential” (Up to 16 DU/AC) to “Recreation”.
    - Rezoning proposed to change the zoning classification of the property from R-3 (Multi-Family Residential) to RC (Recreation).

3. Project Feature
    - “Recreation” Future Land Use designation allows for active and passive recreation, boat ramps/docks, cultural, educational, and community facilities, wireless communication facilities, hotels, utilities, and limited commercial uses.
    - RC (Recreation) zoning classification is intended to provide for active and passive recreational activities. Such activities are normally and primarily conducted in the open air, while related accessory uses may be in the open air or in a building or structure.

4. Project Schedule
    - January 7, 2026: Planning Board – Rezoning and Small Scale Land Use Plan Amendment
    - January 14, 2026: City Commission 1st Reading – Rezoning and Small Scale Land Use Plan Amendment
    - January 29, 2026: City Commission 2nd Reading – Rezoning and Small Scale Land Use Plan Amendment

Neighborhood Concerns

- Adequate Parking for Park.

- Police Department Annex requested as opposed to park.
- Increased Traffic concerns on The Common.
- Townhouse Development requested as opposed to park.
- Proposed uses to be included in Community Center in park.
- Road maintenance of The Common from park use.

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This form should be included as backup to the agenda item for ordinances and must be posted on the City's website by the time notice of the proposed ordinance is published.

Business Impact Estimate

Ordinance title/reference: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAMARAC REFERENCED IN SECTION 10-2.1(B) OF CHAPTER 10 OF THE CITY OF TAMARAC CODE OF ORDINANCES FOR APPROXIMATELY 2.53 ACRES OF LAND SITUATED, LYING, AND BEING IN BROWARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED IN EXHIBIT "A", FROM THE CURRENT R-3 (MULTI-FAMILY RESIDENTIAL) ZONING CLASSIFICATION TO THE PROPOSED RC (RECREATION) ZONING CLASSIFICATION, FOR THE SUBJECT PROPERTY LOCATED ON THE COMMON, NORTH OF W COMMERCIAL BOULEVARD SHOWN IN EXHIBIT "B" AT CANTERBURY LANE TO ALLOW FOR THE PROPOSED EAST SIDE COMMUNITY PARK AND PROVIDE CONSISTENCY WITH THE LAND DEVELOPMENT CODE IN ACCORDANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN OF THE CITY OF TAMARAC; (CASE NO. 7-Z-25); PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank:

☐ The ordinance is required for compliance with federal or state law or regulation;

☐ The ordinance relates to the issuance or refinancing of debt;

☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☒ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

☐ The ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The ordinance is enacted to implement the following:

a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

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Business Impact Estimate

b. Sections 190.005 and 190.046, regarding community development districts;
c. Section 553.73, relating to the Florida Building Code; or
d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any):

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	January 14, 2026
SUBMITTED BY:	Collette Tibby
ITEM TYPE:	Ordinance
TEMP. ORDINANCE NUMBER:	2622
AGENDA SECTION:	**QUASI-JUDICIAL HEARING(S) - ORDINANCE(S) - FIRST READING**
TITLE:	TO2622 - An Ordinance of the City Commission of the City of Tamarac, Florida, Amending the Official Zoning Map of the City of Tamarac referenced in Section 10-2.1(B) of Chapter 10 of the City of Tamarac Code of Ordinances for approximately 1.06 acres of land situated, lying, and being in Broward County, Florida, and legally described in Exhibit "A", from the current NC (Neighborhood Commercial) zoning classification to the proposed RC (Recreation) zoning classification, for the subject property located on the southwest corner of W Prospect Road (NW 53 Street) and W Prospect Road, shown in Exhibit "B", at 2400 NW 53 Street to allow for an overflow parking lot for the adjacent Caporella Park and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive plan of the City of Tamarac; (Case No. 6-Z-25); providing for amendment to the Official Zoning Map to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

1-Memo-Caporella Overflow Parking Lot Rezoning.docx
2 -TO2622 - Caporella Overflow Parking Rezoning Ordinance.docx
2 - Exhibit A - Legal Description.docx
2 - Exhibit B - Survey.pdf
3 - Justification Letter.pdf
4 - Location Map - Caporella Park Overflow Parking Rezoning.pdf
5 - City of Tamarac Official Zoning Map.pdf
6 - PreApplication Neigborhood Meeting Notice - Caporella Park Overflow Parking Lot.pdf
7 - Pre Application Neigborhood Meeting Minutes.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 26-01-003M
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu,
City Manager

FROM: Maxine Calloway
Community Development Director

DATE: January 7, 2026

RE: Caporella Park Overflow Parking Lot – Rezoning
TO# 2622

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed rezoning to allow for an overflow parking lot for the adjacent Caporella Park at its January 14, 2026 meeting for first reading and at its January 29, 2026 meeting for second reading (see attached Temporary Ordinance No. 2622).

ISSUE: Waypoint Contracting, Inc., designated agent for the property owner, City of Tamarac, is requesting approval of a rezoning to change the zoning designation of the subject property from NC (Neighborhood Commercial) to RC (Recreation) (see attached Justification Letter).



Aerial Photograph

LOCATION: The vacant subject property is located on the southwest corner of W Prospect Road (NW 53 Street) and W Prospect Road at 2400 NW 53 Street (see Aerial Photograph above and attached Location Map).

The property is 1.06 acres in size, has a current City of Tamarac Future Land Use designation of "Commercial" and a current zoning classification of NC (Neighborhood Commercial).

Surrounding Land Use and Zoning:

North: Tamarac Lakes North 3rd Section single-family residential subdivision zoned R-1 (Single-Family Residential) with a City of Tamarac Future Land Use designation of "Low-Medium Residential".

South: Tamarac Lakes North 2nd Section multi-family residential subdivision zoned R-3 (Multi-Family Residential) with a Future Land Use designation of "Medium Residential".

East: Rose Marie Boniello Gardens multi-family residential subdivision zoned R-3 (Multi-Family Residential) with a Future Land Use designation of "Medium Residential".

West: Tamarac Lakes North 3rd Section single-family residential subdivision zoned R-1 (Single-Family Residential) with a City of Tamarac Future Land Use designation of "Low-Medium Residential"..

BACKGROUND: The subject property was originally developed in 1978 as a gasoline service station. On August 27, 2001, the subject property was purchased by Paratransit Services, Inc., for Handi-Van of Broward, Inc., which operated a paratransit service for Broward County Transit serving individuals with disabilities. In 2006, a remediation system was then installed on the subject property to address contamination associated with the underground storage tanks used by the former gasoline service station.

On February 28, 2015, the plumbing was capped and the entire building was demolished. On June 16, 2015, Paratransit Services, Inc., sold the subject property, which was subsequently used by Superior Property Maintenance for a landscape maintenance business until the City of Tamarac purchased the property on January 8, 2020. The property was cleared on April 11, 2023, and a fence was installed around the site.

The proposed rezoning from NC (Neighborhood Commercial) to RC (Recreation) allows for the proposed parking lot use for the adjacent park in the RC (Recreation) zoning classification (see attached City of Tamarac Official Zoning Map). The proposed RC (Recreation) zoning classification is intended to provide for active and passive recreational activities. Such activities are normally and primarily conducted in the open air, while related accessory uses may be in the open air or in a building or structure.

A Pre-Application Neighborhood Meeting was conducted on December 15, 2025, in accordance with the requirements of Section 10-5.3(C), Land Development Code. Neighborhood concerns included environmental and site contamination, site lighting, fencing and property separation, irrigation source, stormwater runoff and water quality, landscape buffers, existing fencing, noise and operating hours, tree removal, site elevation, pedestrian crossing, and construction impacts (see attached Pre-Application Neighborhood Meeting Minutes).

Accompanying this application is a request for Site Plan Approval (Major) for the proposed overflow parking lot for Caporella Park containing sixty-nine (69) parking spaces.

ANALYSIS: Amending the City of Tamarac Official Zoning Map is a matter committed to the legislative discretion of the City Commission. Section 10-5.4(F)(3), Land Development Code, identifies review standards to be employed when considering an application for rezoning. In deciding the application, the City Commission shall consider and weigh the relevance of and the extent to which the proposed amendment:

(a) Is consistent with the Comprehensive Plan;

The proposed rezoning is consistent with the City's Comprehensive Plan, as recreational uses are permitted within the "Commercial" Future Land Use designation, and the request satisfies the applicable rezoning criteria. Accordingly, the proposed RC zoning district is compatible with and implements the subject property's land use designation.

(b) Is consistent with any provisions of this Code or the Tamarac City Code;

The proposed rezoning is consistent with the provisions of the City of Tamarac Land Development Code and the intent of the RC (Recreation) zoning classification as the proposed open air overflow parking lot is accessory to Caporella Park.

(c) Addresses a demonstrated community need;

The proposed RC (Recreation) allows for the proposed overflow parking lot use for the adjacent Caporella Park. The overflow parking for Caporella Park addresses the demonstrated need for additional parking for the park.

(d) Is required by changed conditions;

The demand for Caporella Park is a changed condition that requires the proposed rezoning to RC (Recreation) to allow for the proposed overflow parking lot use for the adjacent park.

(e) Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;

Existing residential developments are located adjacent to the north, south, east, and west of the subject property and the existing Caporella Park is located adjacent to the southeast of the subject property. The proposed rezoning from R-3 (Multi-Family Residential) to RC (Recreation) is compatible with the existing residential uses and the existing park use adjacent to the subject property and is the appropriate zoning district to facilitate the proposed overflow parking lot.

(f) Would result in a logical and orderly development pattern;

Existing residential developments are located adjacent to the north, south, east, and west of the subject property and the existing Caporella Park is located adjacent to the southeast of the subject property. The proposed rezoning from R-3 (Multi-Family Residential) to RC (Recreation) would result in a logical and orderly development pattern due to the existing adjacent residential developments and the existing park.

(g) Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).

Adequate public facilities are available to serve the proposed overflow parking lot.

(h) Would avoid significantly adverse impacts on the natural environment – including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

The rezoning from R-3 (Multi-Family Residential) to RC (Recreation) will reduce adverse impacts to the natural environment due to the proposed overflow parking lot that will be constructed in accordance with current regulations in regard to stormwater management.

(i) Would be consistent with the public interest and the purposes and intent of the Land Development Code.

Rezoning the subject property to a zoning district that allows reasonable use of the property in a manner that is compatible with the adjacent residential developments and park is consistent with the public interest and the purposes and intent of the Land Development Code. The RC (Recreation) zoning district allows for recreational related accessory uses in the open air. Therefore, the rezoning is consistent with the intent of the RC (Recreation) zoning district.

It is the opinion of the Director of Community Development that the request for Rezoning meets each of the general review standard conclusions based on findings of fact supported by competent, substantial, and material evidence. The Director of Community Development supports the petition based upon the above analysis of the application.

CONCLUSION: This item supports Goal #4 of the City of Tamarac's Strategic Plan, "Tamarac Is Vibrant." Approval of the rezoning will provide an opportunity to revitalize the vacant property at the southwest corner of W Prospect Road (NW 53 Street) and W Prospect Road, thereby advancing the City's objective of a vibrant community.

This request also supports Policy 1.5 of the Future Land Use Element of the City of Tamarac 2050 Comprehensive Plan which states, "The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances."

Additionally, this request supports Policy 2.2 of the Recreation and Open Space Element of the City of Tamarac 2050 Comprehensive Plan which states, "The City will plan, finance and construct improvements and/or expansions to existing facilities, as deemed necessary by the City."

The Director of Community Development recommends that the Mayor and City Commission approve the proposed rezoning to allow for an overflow parking lot for the adjacent Caporella Park at its January 14, 2026 meeting for first reading and at its January 29, 2026 meeting for second reading

FISCAL IMPACT: There is no fiscal impact associated with this petition.

INTERVENING ACTION: At its January 7, 2026 meeting, the Planning Board voted 4-0 to forward a favorable recommendation for the proposed rezoning to allow for an overflow parking lot for the adjacent Caporella Park to the City Commission at its January 14, 2026 meeting for first reading and at its January 29, 2026 meeting for second reading.

_____

Maxine A. Calloway,
Director of Community Development

Attachments: Temporary Ordinance No. 2622
Justification Letter
Location Map
City of Tamarac Official Zoning Map
Pre-Application Neighborhood Meeting Summary

MAC/RWJ

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAMARAC REFERENCED IN SECTION 10-2.1(B) OF CHAPTER 10 OF THE CITY OF TAMARAC CODE OF ORDINANCES FOR APPROXIMATELY 1.06 ACRES OF LAND SITUATED, LYING, AND BEING IN BROWARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED IN EXHIBIT "A", FROM THE CURRENT NC (NEIGHBORHOOD COMMERCIAL) ZONING CLASSIFICATION TO THE PROPOSED RC (RECREATION) ZONING CLASSIFICATION, FOR THE SUBJECT PROPERTY LOCATED ON THE SOUTHWEST CORNER OF W PROSPECT ROAD (NW 53 STREET) AND W PROSPECT ROAD, SHOWN IN EXHIBIT "B", AT 2400 NW 53 STREET TO ALLOW FOR AN OVERFLOW PARKING LOT FOR THE ADJACENT CAPORELLA PARK AND PROVIDE CONSISTENCY WITH THE LAND DEVELOPMENT CODE IN ACCORDANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN OF THE CITY OF TAMARAC; (CASE NO. 6-Z-25); PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Waypoint Contracting, Inc., designated agent for the property owner, City of Tamarac, has requested that certain real estate property located on the southwest corner of W Prospect Road (NW 53 Street) and W Prospect Road, shown in Exhibit "B", at 2400 NW 53 Street, containing approximately 1.06 acres of land, be rezoned from NC (Neighborhood Commercial) to RC (Recreation) to allow for an overflow parking lot for the adjacent Caporella Park; and

WHEREAS, in accordance with Section 10-2.3(B)(4) of the Land Development Code, the purpose of the NC (Neighborhood Commercial) district is intended to provide primarily small-scale retail and personal service and low-intensity office and institutional uses to meet the neighborhood shopping and service needs of surrounding residential areas; and

WHEREAS, in accordance with Section 10-2.4(A)(1) of the Land Development Code, the purpose of the RC (Recreation) district is intended to provide for active and

passive recreational activities; and

WHEREAS, City administration believes the proposed rezoning is consistent with the Comprehensive Plan in that the proposed zoning designation will be consistent with the underlying land use designation of “Commercial”; and

WHEREAS, the Broward County Land Use Map designation of the subject property is Commerce; and

WHEREAS, pursuant to the provisions of the Code of Ordinances of the City of Tamarac, Florida, public notice has been given of the time and place of the public hearing regarding the rezoning of the subject property and said public hearing has been held in accordance with the notice and the public has been given an opportunity to be, and has been heard; and

WHEREAS, on January 7, 2026, the Planning Board held a duly advertised Public Hearing and found the rezoning application met the requirements of Article II, Section 10-5.4(F) of the Code of Ordinances, and is in harmony with the goals, objectives and policies of the Comprehensive Plan, and recommended approval; and

WHEREAS, the Director of Community Development recommends approval of this rezoning application; and

WHEREAS, the City Commission of the City of Tamarac, Florida, hereby accepts the Planning Board’s recommendation, and find that the proposed rezoning is consistent with the City of Tamarac Comprehensive Plan and is therefore in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED 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 the Ordinance upon adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part thereof.

SECTION 2: That the land legally described in Exhibit “A” is hereby rezoned from NC (Neighborhood Commercial) to RC (Recreation).

SECTION 3: That the official Zoning Map of the City of Tamarac shall be changed to reflect such zoning designation upon the effective date of this Ordinance.

SECTION 4: All Ordinances or parts of Ordinances, and all Resolutions or parts of Resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6: This Ordinance shall not become effective until thirty-one (31) days after the associated Land Use Plan Amendment adoption if not otherwise challenged.

[INTENTIONALLY LEFT BLANK]

PASSED, FIRST READING this day of , 2026.

PASSED, SECOND READING this day of , 2026.

MICHELLE J. GOMEZ, MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR GOMEZ	_____
DIST 1: V/M BOLTON	_____
DIST 2: COMM. WRIGHT	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR GOMEZ	_____
DIST 1: V/M BOLTON	_____
DIST 2: COMM. WRIGHT	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

HANS OTTINOT
CITY ATTORNEY

This Ordinance was filed in the Office of the City Clerk on this ___ day of _____ 2026.

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST ONE-QUARTER (SW 1//4) OF THE NORTHEAST ONE-QUARTER (NE 1//4) OF SECTION 17, TOWNSHIP 49 SOUTH RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (S W 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 17; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) A DISTANCE OF 50 FEET; THENCE WESTERLY, PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE QUARTER (NE 1/4) OF SECTION 17, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 125.09 FEET TO THE NORTHEAST CORNER OF TAMARAC LAKES NORTH, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 61, PAGE 7, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 110.00 FEET; THENCE SOUTHEASTERLY MAKING AN INCLUDED ANGLE OF 135°15'30", A DISTANCE OF 91.51 FEET; THENCE EASTERLY PARALLEL TO THE SAID NORTH LINE OF THE SOUTHWEST ONE-QUARTER (SW 1//4) OF THE NORTHEAST ONE-QUARTER (NE 1/4), MAKING AN INCLUDED ANGLE OF 134°44'30", A DISTANCE OF 60.68 FEET; THENCE NORTHERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL I:

A PORTION OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE QUARTER (NE 1/4) A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 150.00 FEET; THENCE SOUTHEASTERLY MAKING AN INCLUDED ANGLE OF 72°03'42", A DISTANCE OF 78,83 FEET; THENCE SOUTHERLY MAKING AN INCLUDED ANGLE OF 197°56'18", A DISTANCE OF 100.00 FEET THENCE EASTERLY MAKING AN INCLUDED ANGLE OF 90°00'00", A DISTANCE OF 125.00 FEET; TO A POINT ON THE WEST RIGHT OF WAY LINE OF PROSPECT ROAD; THENCE NORTHERLY ALONG THE SAID WEST RIGHT OF WAY LINE OF PROSPECT ROAD MAKING AN INCLUDED ANGLE OF 90°14'07", A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PORTION OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA.

SKETCH OF BOUNDARY, TOPOGRAPHIC AND SPECIFIC PURPOSE (TREE) SURVEY

Exhibit "B"

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST ONE-QUARTER (SW 1//4) OF THE NORTHEAST ONE-QUARTER (NE 1//4) OF SECTION 17, TOWNSHIP 49 SOUTH RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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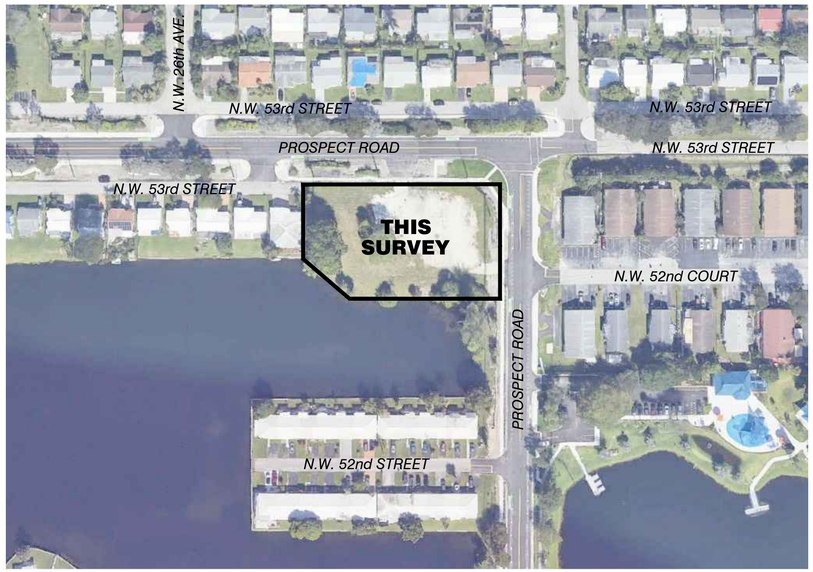
SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA.



LOCATION MAP
NOT TO SCALE

SURVEY NOTES:

1. THIS SKETCH OF BOUNDARY, TOPOGRAPHIC, AND TREE SURVEY WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL EMBOSSED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. IF THIS SURVEY HAS BEEN DELIVERED IN PORTABLE DOCUMENT FORMAT (PDF) AND DIGITALLY SIGNED AND SEALED, A VALID SERIAL NUMBER MUST BE PRESENT FOR THE SURVEY TO BE CONSIDERED VALID.
3. THE LEGAL DESCRIPTION FOR THE PROPERTY SHOWN HEREON WAS OBTAINED FROM THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND IS NOT BASED ON A TITLE SEARCH.
4. A SEARCH OF THE PUBLIC RECORDS FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY, OR OTHER MATTERS OF RECORD WAS NOT PERFORMED BY STONER & ASSOCIATES, INC. THERE MAY BE ADDITIONAL INFORMATION RECORDED IN THE PUBLIC RECORDS THAT IS NOT SHOWN HEREON. FOR FURTHER INFORMATION, CONTACT A QUALIFIED TITLE COMPANY OR CONSULT THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
5. THE PROPERTY SHOWN HEREON CONTAINS 1.06 ACRES (45,988 SQ. FT.), MORE OR LESS.
6. THE BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING OF S.01°38'07"E, ALONG THE E. LINE (SW 1/4) OF THE (NE 1/4) OF SECTION 17-49-42, AS SHOWN HEREON.
7. THE ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88), ESATBLISHED BY CITY OF FORT LAUDERDALE BENCHMARK: NW 560, ELEVATION = 7.367'.
8. THE PROPERTY SHOWN HEREON HAS THE FOLLOWING FLOOD ZONE DESIGNATION:
   a. NFIP COMMUNITY NAME & COMMUNITY NUMBER: CITY OF TAMARAC 120058
   b. COUNTY NAME: BROWARD COUNTY
   c. STATE OF FLORIDA
   d. MAP/PANEL NUMBER: 12011C0358
   e. SUFFIX: J
   f. FIRM INDEX DATE: JULY 31, 2024
   g. FIRM PANEL EFFECTIVE/REVISED DATE: JULY 31, 2024
   h. FLOOD ZONE: X
   i. BASE FLOOD ELEVATION: N/A

   THE FLOOD ZONE INFORMATION SHOWN HEREON IS BASED UPON THE CURRENT PUBLISHED FLOOD INSURANCE RATE MAP (FIRM) ON THE DATE THIS SURVEY WAS PREPARED. THE DATA CONTAINED IN THE FIRM MAP IS SUBJECT TO CHANGE WITHOUT NOTICE. THE FLOOD ZONE BOUNDARIES (WHEN SHOWN) ARE APPROXIMATE, BASED ON DIGITAL FIRM PANEL MAP IMAGE. FOR THE LATEST FLOOD ZONE INFORMATION CONSULT THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) OR YOUR LOCAL GOVERNMENTAL BUILDING DEPARTMENT.
9. CERTAIN FEATURES ARE REPRESENTED BY THE SYMBOLS REFLECTED IN THIS MAP. THE LEGEND OF FEATURES MAY HAVE BEEN ENLARGED FOR CLARITY AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE. THE SYMBOLS HAVE BEEN PLOTTED AT THE APPROXIMATE CENTER OF THE FEATURE BASED UPON THE FIELD LOCATION.
10. THIS SKETCH IS INTENDED TO BE DISPLAYED AT A HORIZONTAL SCALE OF 1 INCH = 20 FEET.
11. THE HORIZONTAL ACCURACY FOR WELL DEFINED IMPROVEMENTS DEPICTED ON THIS SKETCH IS ONE-TENTH (0.1' ±) OF A FOOT, PLUS OR MINUS.
12. TREES, HEDGES, GROUND COVER, AND OTHER LANDSCAPE FEATURES ARE NOT SHOWN HEREON, UNLESS OTHERWISE NOTED.
13. IRRIGATION FEATURES, SUCH AS SPRINKLERS, ARE NOT SHOWN HEREON.
14. FENCES AND WALL DIMENSIONS ARE APPROXIMATE. THE SURVEYOR DID NOT DETERMINE OWNERSHIP OF FENCES AND WALLS.
15. SUBSURFACE FEATURES ARE NOT SHOWN HEREON. THIS SITE COULD HAVE UNDERGROUND INSTALLATIONS THAT ARE NOT SHOWN HEREON. BEFORE DESIGN, CONSTRUCTION, OR EXCAVATION CONTACT 811 AND/OR THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION OF UTILITIES.
16. THE EXTERIOR BUILDING DIMENSIONS SHOWN HEREON REPRESENT THE OVERALL SIZE OF THE BUILDING (FOOTPRINT). SUBSURFACE BUILDING FOOTINGS AND SUPPORTS WERE NOT LOCATED. CERTAIN ARCHITECTURAL FEATURES MAY NOT BE SHOWN ON THE SURVEY. ROOF OVERHANGS ARE NOT SHOWN UNLESS OTHERWISE NOTED. BUILDING DIMENSIONS AND BUILDING SETBACKS ARE SHOWN ROUNDED TO THE NEAREST ONE-TENTH (0.1') OF A FOOT. BEFORE DESIGN OF IMPROVEMENTS CRITICAL DIMENSIONS SHOWN BE CONFIRMED.
17. THE DIMENSIONS SHOWN HEREON ARE BASED UPON U.S. SURVEY FEET AND FRACTIONAL PARTS THEREOF.
18. AREA COMPUTATIONS, WHEN SHOWN IN ACRES, ARE ROUNDED TO THE NEAREST ONE-HUNDREDTH OF AN ACRE, AND WHEN SHOWN IN SQUARE FEET ARE ROUNDED TO THE NEAREST SQUARE FOOT. THE AREA FIGURES SHOWN HEREON SHOULD NOT BE UTILIZED AS THE BASIS OF PURCHASE PRICE FOR A REAL ESTATE CLOSING, WITHOUT PRIOR VERIFICATION OF THE AREA FIGURES, IN WRITING FROM THE SIGNING SURVEYOR.
19. THE SURVEYOR DID NOT INSPECT THIS PROPERTY FOR ENVIRONMENTAL HAZARDS.
20. THE INFORMATION DEPICTED ON THIS SKETCH OF SURVEY REPRESENTS THE RESULTS OF A FIELD SURVEY ON THE DATE INDICATED ON THE BORDER OF THE DRAWING AND CAN ONLY BE CONSIDERED VALID FOR THIS DATE AND INDICATES THE GENERAL CONDITIONS EXISTING AT THE TIME OF THE FIELD SURVEY.
21. THIS SKETCH OF SURVEY CANNOT BE RELIED UPON BY PERSONS OR ENTITIES OTHER THAN THOSE PERSONS OR ENTITIES CERTIFIED TO HEREON. ADDITIONS OR DELETIONS TO THIS SURVEY AND/OR REPORTS BY PEOPLE OR PERSONS OTHER THAN THE SIGNING PARTIES ARE PROHIBITED WITHOUT PRIOR WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
22. THE INFORMATION CONTAINED IN THIS DOCUMENT WAS PREPARED BY STONER & ASSOCIATES, INC. (S&A). S&A HAS TAKEN PRECAUTIONS TO ENSURE THE ACCURACY OF THIS DOCUMENT AND THE DATA REFLECTED HEREIN. S&A CANNOT NOT GUARANTEE THAT ALTERATIONS AND/OR MODIFICATIONS WILL NOT BE MADE TO THE DATA CONTAINED IN THIS DOCUMENT BY OTHERS AFTER IT LEAVES OUR POSSESSION. S&A MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY OF THE INFORMATION CONTAINED IN THIS OR ANY DOCUMENT TRANSMITTED OR REVIEWED BY COMPUTER OR OTHER ELECTRONIC MEANS. CONTACT S&A TO ENSURE THE ACCURACY OF THE INFORMATION CONTAINED HEREON AND TO FURTHER ENSURE THAT ALTERATIONS AND/OR MODIFICATIONS HAVE NOT BEEN MADE.

SURVEYOR'S REFERENCES:

1. THE PLAT OF TAMARAC LAKES NORTH, RECORDED IN PLAT BOOK 61, PAGE 7, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
2. THE PLAT OF TAMARAC LAKES NORTH SECOND SECTION, RECORDED IN PLAT BOOK 61, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
3. THE PLAT OF ROSE MARIE BONIELLO GARDENS, RECORDED IN PLAT BOOK 75, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CERTIFIED TO:

WAYPOINT CONTRACTING INC.

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SKETCH OF BOUNDARY, TOPOGRAPHIC, AND TREE SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE, ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF SIGNATURE: 12.1.2025

_____
JAMES D. STONER
PROFESSIONAL SURVEYOR AND MAPPER NO. 4039
STATE OF FLORIDA
STONER AND ASSOCIATES, INC. L.B. 6633
Jstoner@stonersurveyors.com

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
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ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 1988)

NO.	REVISION	DATE	BY :

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TEL (954) 585-0997
www.stonersurveyors.com
STONER
SURVEYORS • MAPPERS
Licensed Business No. 6633
4341 S.W. 62nd AVENUE, DAVIE, FLORIDA 33314

SKETCH OF BOUNDARY, TOPOGRAPHIC AND SPECIFIC PURPOSE (TREE) SURVEY
CAPORELLA PARK
CITY OF TAMARAC, BROWARD COUNTY, FLORIDA

LAST DATE OF FIELD SURVEY	DRAWN: DRL	CHECKED: DWS	BOOK/PAGE(S): 1108/60-66, 1219/15 & DATA COLLECTOR
12/2/24			

SEAL

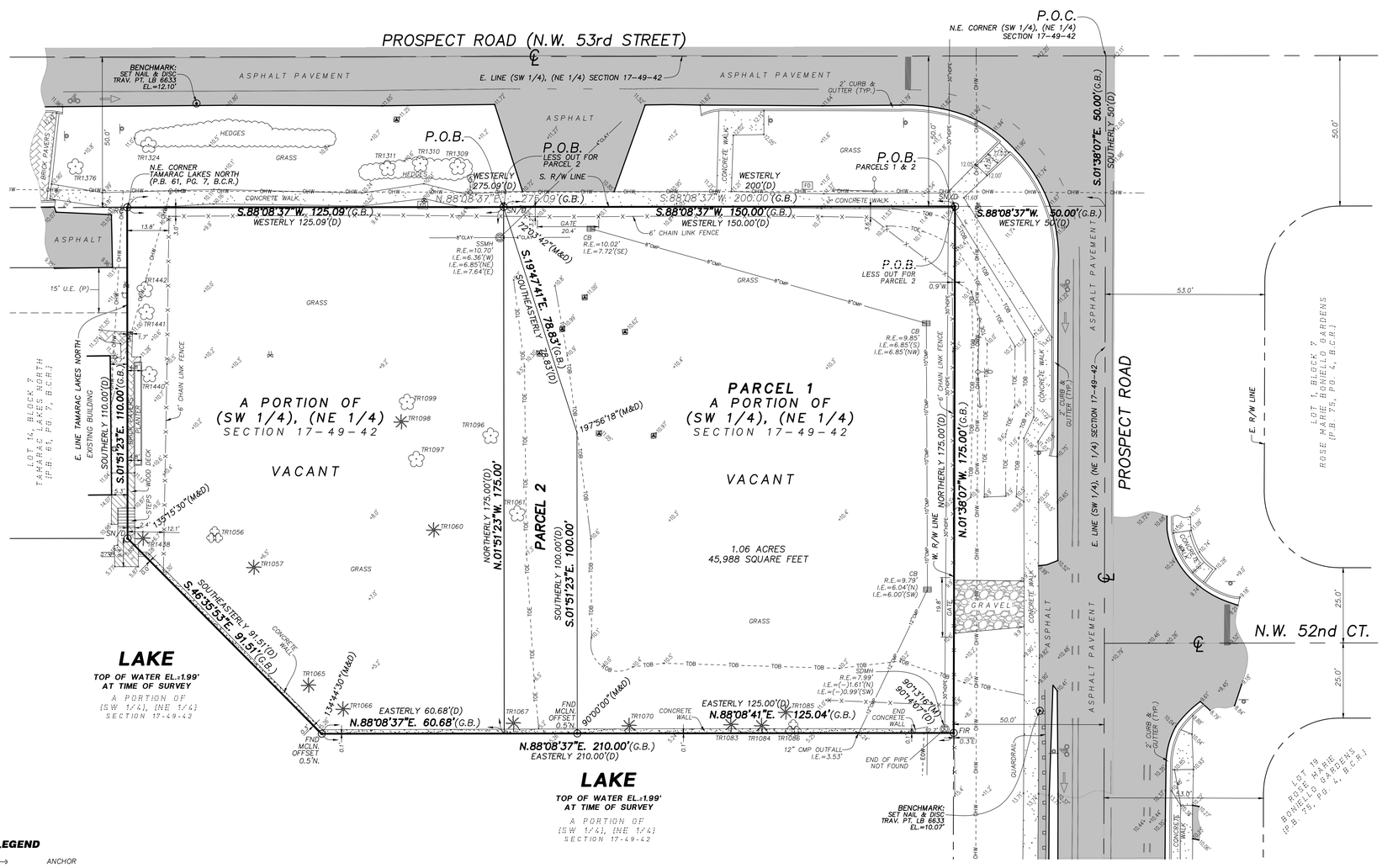
PROJECT
24-9779

SHEET NO.
1 OF 2

SKETCH OF BOUNDARY, TOPOGRAPHIC AND SPECIFIC PURPOSE (TREE) SURVEY

Exhibit "B"

TREE TABLE		
TREE #	COMMON NAME	TREE DIAMETER
1056	BANYAN CLUSTER	20
1057	CABBAGE PALM	24
1060	ACAI PALM	8
1061	BANYAN	48
1065	CABBAGE PALM	15
1066	CABBAGE PALM	12
1067	CABBAGE PALM	12
1070	CABBAGE PALM	12
1083	CABBAGE PALM	12
1084	CABBAGE PALM	12
1085	CABBAGE PALM	24
1086	CARROT WOOD	14
1096	UNKNOWN TREE CLUSTER	18
1097	BLACK OLIVER CLUSTER	12
1098	ACAI PALM	6
1099	UNKNOWN TREE	10
1309	UNKNOWN TREE	4
1310	UNKNOWN TREE	6
1311	UNKNOWN TREE	4
1324	UNKNOWN TREE	4
1376	UNKNOWN TREE	6
1438	EUREKA PALM	6
1440	FICUS TREE	6
1441	FICUS TREE	8
1442	FICUS TREE	8



SCALE: 1" = 20'
0 5 10 20 40
GRAPHIC SCALE

ABBREVIATIONS

B.C.R.	BROWARD COUNTY RECORDS
CB	CATCH BASIN
℄	CENTER LINE
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
EL.	ELEVATION
FIR.	FOUND 5/8" IRON ROD
FND MCLN.	FOUND NAIL & DISC. McLAUGHIN
ID.	IDENTIFICATION
I.E.	INVERT ELEVATION
LB	LICENSED BUSINESS
P.B.	PLAT BOOK
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.E.	RIM ELEVATION
R/W	RIGHT-OF-WAY
SIRC	SET 5/8" IRON ROD & CAP LB 6633
SN/D	SET NAIL & DISC LB 6633
SSMH	SANITARY SEWER MANHOLE
TRAV. PT.	TRAVERSE POINT
TR5636	TREE IDENTIFICATION NUMBER
U.E.	UTILITY EASEMENT
(G.B.)	GRID BEARING
(TYP.)	TYPICAL
(P)	DATA BASED ON THE PLAT OF RECORD
(M)	AS MEASURED
(D)	PER DEED OF RECORDS
+10.55	SPOT ELEVATION (HARD SURFACE)
+10.5	SPOT ELEVATION (SOFT SURFACE)
— — TOB — —	TOP OF BANK
— — TOE — —	TOE OF SLOPE
— — EOW — —	EDGE OF WATER
— — OHW — —	OVERHEAD WIRES
12"CMP	12 INCH CORRUGATED METAL PIPE
10"CMP	10 INCH CORRUGATED METAL PIPE
8"CMP	8 INCH CORRUGATED METAL PIPE
8"CLAY	8 INCH CLAY PIPE
4"CLAY	4 INCH CLAY PIPE
30"HDPE	30 INCH HIGH DENSITY POLYTHENE PIPE

LEGEND

- ANCHOR
- BOLLARD
- CATCH BASIN
- CLEANOUT
- CONCRETE POWER LIGHT POLE
- CONCRETE POWER POLE
- FIRE HYDRANT
- FIBER OPTIC VAULT
- SANITARY SEWER MANHOLE
- MONITORING WELL
- SINGLE SUPPORT SIGN
- UNKNOWN VALVE
- WATER VALVE
- COMMUNICATIONS VAULT
- COMMUNICATIONS WIRE PULL BOX
- ELECTRIC WIRE PULL BOX
- ELECTRIC OUTLET
- ELECTRIC METER
- UTILITY MARKER
- TELEPHONE CABINET
- PALM (REFER TO TREE TABLE)
- TREE (REFER TO TREE TABLE)
- TREE CLUSTER (REFER TO TREE TABLE)

TREE SURVEY NOTES:

1. THIS FIRM HAS IDENTIFIED THE VARIOUS TYPES OF TREES LOCATED ON THIS SITE BASED ON COMMON KNOWLEDGE OF TREE SPECIES. FOR POSITIVE IDENTIFICATION OF TREE SPECIES A QUALIFIED LANDSCAPE ARCHITECT OR BOTANIST SHOULD BE CONSULTED. TREES THREE (3") CALIPER INCHES OR LARGER, WHEN MEASURED AT BREAST HEIGHT, ARE SHOWN ON THE SURVEY DRAWING. HEDGES AND GROUND COVER ARE NOT SHOWN THE SURVEY DRAWING. EXOTIC TREES SUCH AS MELALEUCA, BRAZILIAN PEPPER, AND AUSTRALIAN PINE ARE NOT SHOWN ON THE SURVEY DRAWING.
2. CLUSTERS OF TREES ARE SHOWN GROUPED WITH AN APPROXIMATION OF THE TOTAL NUMBER OF TREES LOCATED WITHIN THE GROUP.
3. THE CANOPY DIAMETER AND SPREAD ARE NOT SHOWN HEREON, UNLESS INDICATED OTHERWISE.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.callsunshine.com

ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 1988)

NO.	REVISION	DATE	BY :

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TEL (954) 585-0997
www.stonersurveyors.com
STONER
SURVEYORS • MAPPERS
Licensed Business No. 6633
4341 S.W. 62nd AVENUE, DAVIE, FLORIDA 33314

SKETCH OF BOUNDARY, TOPOGRAPHIC AND SPECIFIC PURPOSE (TREE) SURVEY
CAPORELLA PARK
CITY OF TAMARAC, BROWARD COUMTY, FLORIDA

LAST DATE OF FIELD SURVEY	12/2/24
DRAWN:	DRL
CHECKED:	DWS
BOOK/PAGE(S):	1136/65-66, 1219/15 & DATA COLLECTOR

JAMES D. STONER
PROFESSIONAL SURVEYOR AND MAPPER NO. 4039
STATE OF FLORIDA

PROJECT
24-9779

SHEET NO.
2 OF 2

FILE: F:\Draw\Waypoint\24-9779 Caporella Park\01-Drawing\24-9779 Parcel Only.dwg

October 27th, 2025

WAYPOINT
Contracting, Inc.

To: City of Tamarac - Planning Board
7525 NW 88th Ave, Tamarac, FL 33321

From: Waypoint Contracting
Yesid Lopez/Senior Project Manager
7925 NW 12th Street, #321
Doral, FL, 33126
Subject: Justification Letter for Rezoning – 2400 NW 53rd Street, Tamarac, FL 33309

To Whom It May Concern,

This letter is submitted in support of the proposed rezoning of the parcel located at **2400 NW 53rd Street, Tamarac, FL 33309, Parcel / Folio # 4942 17 00 0052, 4942 17 00 0053, & 4942 17 00 0054.** The subject parcel is currently zoned **NC** (Neighborhood Commercial) and is a vacant lot that is occasionally used as a parking area serving Caporella Park.

The purpose of this rezoning request is to reclassify the parcel from **NC** (Neighborhood Commercial) to **RC** (Recreation) to align it with the existing zoning of adjacent Caporella Park and to classify the new overflow parking lot on vacant land correctly. The parcel serves as an integral part of the park's overall operations, providing dedicated parking to support recreational use. Rezoning the parcel to **RC** (Recreation) will ensure consistency between the zoning designation and the property's existing and intended use.

This proposed rezoning is consistent with the City's Comprehensive Plan, which promotes the uniform designation of public recreation areas and their supporting facilities under a single zoning district. The change will also enhance administrative efficiency by consolidating land use designations across the entire park property.

The rezoning is administrative in nature and intended solely to bring the parcel into conformity with the established recreational zoning and use of Caporella Park and have complied with standards review as follows:

(a) Consistency with the Comprehensive Plan

The proposed rezoning is consistent with the Comprehensive Plan's goals of providing adequate public recreational facilities and ensuring that public parks, amenities, and associated parking areas are uniformly designated under an appropriate recreational category. Rezoning the parcels to RC aligns their designation with the City's long-term vision for parks, open space, and supporting infrastructure.

(b) Consistency with the Land Development Code and Tamarac City Code

The RC zoning district is specifically intended for parks, public recreation areas, and directly related support facilities. The existing NC zoning does not accurately reflect the public recreational function or operational use of these parcels. The rezoning brings the parcels into compliance with the intent and standards of the Code.

(c) Addresses a Demonstrated Community Need

Caporella Park is a heavily used community park with consistent demand for parking to serve recreational programs, special events, and daily visitation. The overflow parking area on the subject parcels directly responds to this need. Rezoning ensures the land is properly classified for continued public benefit and long-term recreational service.

(d) Required by Changed Conditions

The parcels no longer function as potential commercial properties and have transitioned into operational support areas for Caporella Park. As the park has grown in usage and programming, the need for additional parking and unified recreational zoning has become clear. These changed conditions justify the rezoning to RC.

(e) Compatibility with Surrounding Uses and Appropriate Zoning

The parcels are immediately adjacent to Caporella Park, which is zoned RC. The surrounding area consists primarily of recreational and residential uses. Rezoning the parcels to RC ensures compatibility with existing uses and eliminates the inconsistency of a commercial zoning designation within a larger, unified recreational property.

(f) Logical and Orderly Development Pattern

Changing the zoning to RC creates a more logical and cohesive zoning pattern by extending the established park zoning across the entire functional park area. This avoids fragmented zoning designations and supports orderly planning and land-use management.

(g) Adequate Public Facilities

The existing public facilities - roadway access, potable water, sewer, stormwater systems, and public safety services - are in place and will adequately serve the property as part of the broader Caporella Park network. The rezoning does not increase demand on public facilities beyond existing capacity.

(h) Avoidance of Adverse Environmental Impacts

The rezoning will not result in any significant adverse environmental impacts. The parcels are already cleared and used for passive, low-impact purposes (parking and park operations). No natural habitats, wetlands, or environmentally sensitive features will be affected.

(i) Consistency with the Public Interest and Intent of the Code

The rezoning serves the public interest by ensuring the land is dedicated to recreational purposes and accurately reflects its existing public use. It advances the Code's intent to promote appropriate land-use classifications that support community amenities, enhance public welfare, and provide clarity for long-term planning.

The requested rezoning from NC to RC is administrative in nature and brings the subject parcels into full alignment with the existing use, surrounding zoning, and the City's planning objectives. For the reasons outlined above, the request meets all required criteria and supports the long-term public benefit of maintaining and improving Caporella Park.

We respectfully request the City's favorable consideration and approval of this rezoning application. Should you require any additional information or documentation, please do not hesitate to contact me at 786.4175255 or yguatame@waypointci.com.

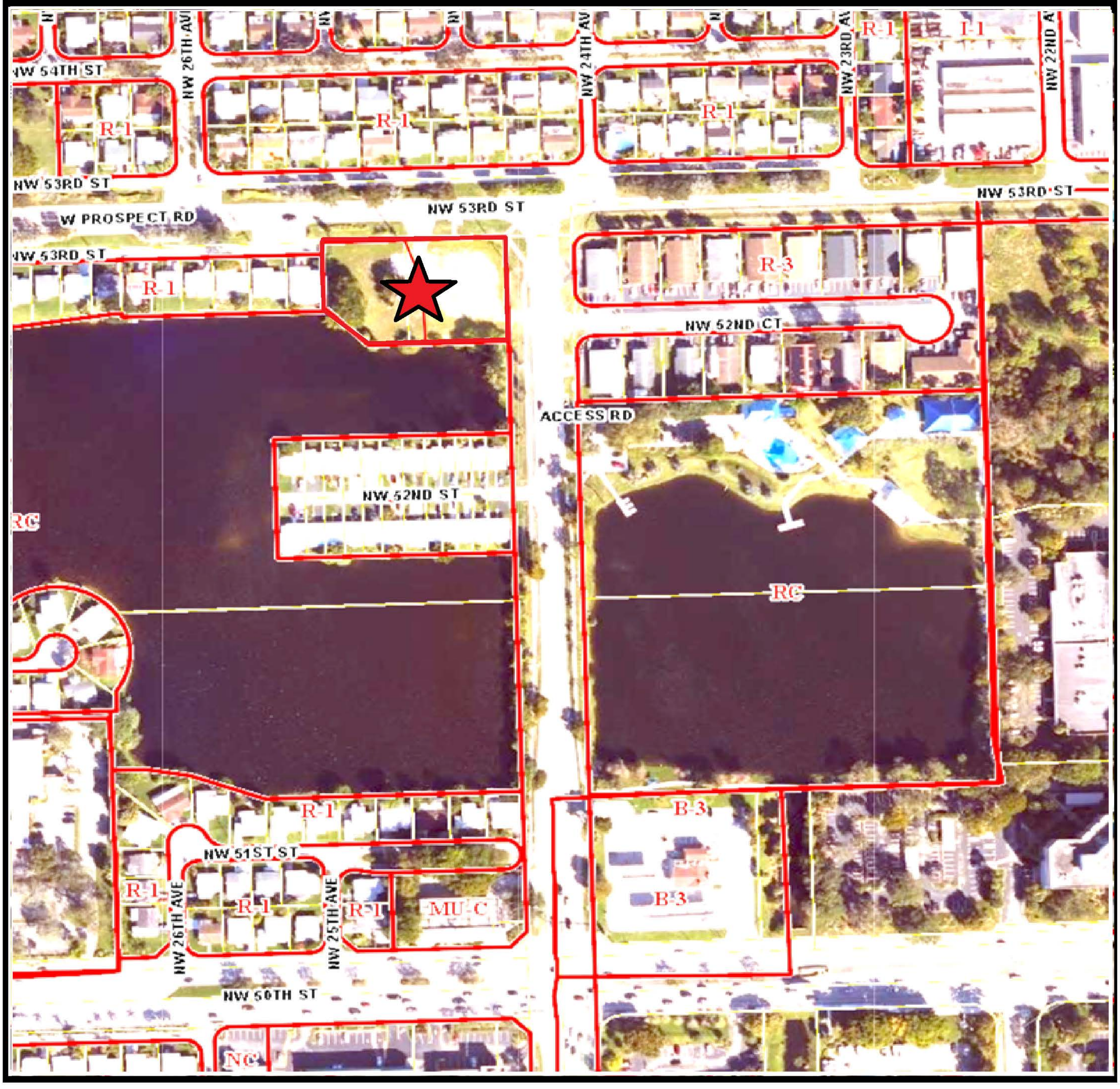
Sincerely,



Yesid Lopez
Senior Project Manager

Waypoint Contracting

Caporella Park Overflow Parking Lot
Rezoning
Case No. 6-Z-25



Subject Property

TAMARAC

The City For Your Life

Maxine Calloway, Director
Community Development
7525 NW 88 Avenue
Tamarac, FL 33321
Telephone (954) 597-3530

TAMARAC

The City For Your Life

City of Tamarac Zoning Map

Legend

- Tamarac_Boundary
- BP - Business Park
- I-1 - Light Industrial
- I-2 - Industrial
- NC - Neighborhood Commercial
- MU-C - Mixed-Use Corridor
- MU-G - Mixed-Use General
- MU-N - Mixed-Use Neighborhood
- PD - Planned Development
- RE - Residential Estate
- R-1 - Single Family Residential
- R-2 - Two-Family Residential
- R-3 - Multi-Family Residential
- PF - Public Facilities
- RC - Recreation
- SU - Special Utility
- ROW - Right of Way

City of Coral Springs

City of North Lauderdale

City of Sunrise

City of Lauderhill

City of Lauderdale Lakes

City of Fort Lauderdale

City of Oakland Park

SOUTHGATE BLVD
NW 82ND ST
NW 81ST ST
NOB HILL RD
NW 77TH ST
NW 75TH ST
NW 75TH AVE
NW 80TH AVE
SAWGRASS EXPRESSWAY
NW 108TH TER
NW 71ST PL
N PINE ISLAND RD
N UNIVERSITY DR
W MCNAB RD
HIATUS RD
CARDINAL BLVD
NW 61ST ST
NW 58TH ST
NW 57TH ST
NW 64TH AVE
W COMMERCIAL BLVD
BAILEY RD
ROCK ISLAND RD
FLORIDA TURNPIKE
N SR7
NW 31ST AVE
NW 21ST AVE
W PROSPECT RD
MAINLAND DR
NW 4TH TER
NW 5TH TER
ROCKLANDS BLVD

N
W E
S

0 3,750 7,500 Feet

Print Date: 6/12/2025

CORRECTED

WAYPOINT
Contracting, Inc.

Waypoint Contracting, Inc
7925 NW 12 ST STE 321
Doral, Fl 33126

Re: Pre-Application Neighborhood Meeting Notice

Dear Neighbor,

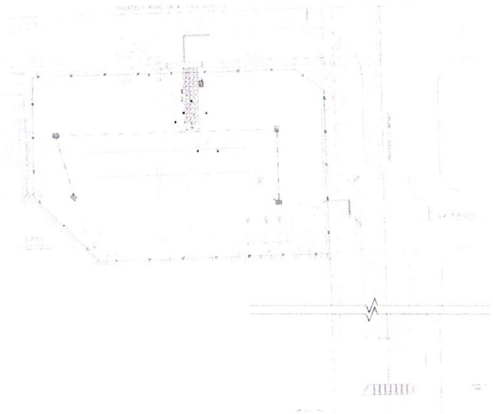
Waypoint Contracting will be hosting a Pre-Application Neighborhood Meeting on December 15th at 5:30 PM at **Caporella Park Amphitheater at 5200 W Prospect Road, Tamarac, FL, 33309**.

The purpose of this meeting is to provide information and receive feedback regarding a proposed development for the property located at 2400 NW 53rd Street, Tamarac, FL 33309. The proposal includes: Converting the site into an overflow parking lot to support Caporella Park; and installing a safe pedestrian crosswalk connecting the parking lot to the park.

The request will also include a proposed rezoning from NC (Neighborhood Commercial) to RC (Recreation) to allow for the intended public park-supporting use.

During the meeting, we will review the proposed site plan, explain the application and review process, respond to questions or concerns, and discuss ways to address community feedback.

We look forward to sharing more information and hearing from you.



Thank you,
Waypoint Contracting

Pre-Application Neighborhood Meeting Minutes

For meeting attendance, please reference attached sign in sheet.

Project Name: Caporella Park Overflow Parking

Project Adress: 2400 NW 53 Street, Tamarac, FL, 33309

Design-Builder | General Contractor: Waypoint Contracting,Inc

1. Team Introductions

   Waypoint Contracting - General Contractor

   - Jorge Lopez, Owner & President
   - Yesid Lopez, Project Manager
   - Ivan Parra, Assistant Project Manager
   - Limreal Blanc, Pre Construction Manager
   - Ava Fernandez, Estimating Coordinator

   Miller Legg – Lead Designer

   - Martin Grinbank, Senior Engineer

   City of Tamarac

   - James Gorvetzian, City Project Manager

2. Project Status and Schedule

   - The project is currently under permitting review with Broward County and the City of Tamarac.
   - The tentative construction start date is mid-January, contingent upon permit approvals.

   Upcoming Public Meetings (Project Schedule):

   - January 7, 2026: Planning Board meeting for Rezoning & Site Plan Approval (Major)
   - January 14, 2026: City Commission meeting for Rezoning – First Reading
   - January 28, 2026: City Commission meeting for Rezoning – Second Reading & Site Plan Approval (Major)

3. Project Key Features and Scope of Work:

Rezoning

- The project zoning was amended to reclassify the parcel from NC (Neighborhood Commercial) to RC (Recreation) to align with the existing zoning of the adjacent Caporella Park.

Site Plan Approval

- The proposed site plan approval is required to allow the intended use of the property as a support facility for Caporella Park.
- The project promotes public welfare by providing essential parking infrastructure and ensuring the orderly management of public land.

Project Development

Work to be completed includes:

- Removal of three trees and miscellaneous demolition of existing drainage infrastructure.
- Construction of a new parking lot with upgraded drainage system infrastructure and installation of a new fire line with fire hydrant.
- Abandonment of existing monitoring wells, which will be reinstalled following completion of the new underground drainage work.
- Construction of a 69-space parking lot, including three (3) ADA-compliant parking spaces, with ADA-accessible sidewalks and crosswalk markings connecting to Caporella Park.
- Installation of new trees and landscaping throughout the parking area.
- Installation of a new irrigation system utilizing water from the existing lake, including a new pump station.
- Installation of new CCTV cameras, Wi-Fi, and a Code Blue emergency unit, monitored 24/7 through the City of Tamarac IT infrastructure system.

If the community has any questions or concerns, please contact Waypoint Contracting at **info@waypointci.com**

Neighborhood Concerns & Responses

Environmental / Site Contamination

- **Concern:** A resident expressed concern regarding potential site contamination, citing dying foliage and requested that her adjacent property be tested.
- **Response:** The concern was acknowledged.

Site Lighting

- **Concern:** A resident expressed concern about light spillover impacting bedroom windows on the east side of her home.
- **Response:** The project team explained that lighting design must comply with applicable City codes and photometric studies are performed to ensure lighting levels meet regulatory standards. The resident noted that what is code-compliant may still be disruptive to her.

Fencing / Property Separation

- **Concern:** Questions were raised regarding the type of fencing proposed and why a solid wall was not being constructed between the properties.
- **Response:** The project team explained the proposed fencing scope and confirmed that fencing will be installed along the property line and lake boundary.

Use of Lake Water for Irrigation

- **Concern:** A resident asked whether water would be drawn from the lake for irrigation and whether this had been discussed with the homeowners association, which owns the lake.
- **Response:** The project team stated that the use of lake water requires permitting and that coordination with the association will be required prior to implementation.

Stormwater Runoff and Water Quality

- **Concern:** Concerns were raised about stormwater runoff, including potential fuel or pollutant discharge into the lake.
- **Response:** The project team explained that the site currently has an existing connection to the lake. City regulations prohibit discharge until a 25-year, 3-day storm event occurs. The proposed design includes drainage trenches with stone media to treat the first approximately 1.5 inches of runoff prior to discharge, if discharge occurs.

Lake-Side Fencing

- **Concern:** A resident asked whether fencing would be installed along the lake.
- **Response:** Yes, fencing is proposed along the lake boundary.

Landscaping Buffer

- **Concern:** A resident inquired about landscaping between the fence and adjacent homes.
- **Response:** The project includes trees and landscaping.

Existing Fence Location

- **Concern:** A resident asked whether the existing fence adjacent to her property would remain in place.
- **Response:** The existing fence dividing the residential lot will remain. An additional fence will be installed adjacent to it along the property line and lake. An FDOT barrier will also be installed to prevent vehicles from entering the residential property.

Noise and Operating Hours

- **Concern:** A resident asked whether noise ordinances or operational time limits would be enforced.
- **Response:** The project team stated that operational hours and noise regulations are a City matter. Residents were encouraged to submit these questions via email so they could be forwarded to the City for response.

Tree Removal

- **Concern:** A question was raised regarding removal of a large tree located near the center of the site.
- **Response:** Per the current design, seven (7) trees will be removed and one (1) tree will remain.

Site Elevation

- **Concern:** A resident asked about the finished elevation of the site.
- **Response:** The site will be constructed with an inverted crown to direct drainage toward the center, with curbing around the perimeter. Finished elevations will match the existing site and adjacent sidewalk grades.

Pedestrian Crossing

- **Concern:** A resident asked about the pedestrian crossing from the parking lot to Caporella Park and whether it would be elevated.
- **Response:** The crosswalk will be located at roadway level. The location was shown on the site plans during the meeting.

Construction Impacts

- **Concern:** A resident asked who would be responsible for cleaning her home during construction.
- **Response:** The concern was noted.

TAMARAC
The City For Your Life

This form should be included as backup to the agenda item for ordinances and must be posted on the City's website by the time notice of the proposed ordinance is published.

Business Impact Estimate

Ordinance title/reference: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAMARAC REFERENCED IN SECTION 10-2.1(B) OF CHAPTER 10 OF THE CITY OF TAMARAC CODE OF ORDINANCES FOR APPROXIMATELY 2.53 ACRES OF LAND SITUATED, LYING, AND BEING IN BROWARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED IN EXHIBIT "A", FROM THE CURRENT R-3 (MULTI-FAMILY RESIDENTIAL) ZONING CLASSIFICATION TO THE PROPOSED RC (RECREATION) ZONING CLASSIFICATION, FOR THE SUBJECT PROPERTY LOCATED ON THE COMMON, NORTH OF W COMMERCIAL BOULEVARD SHOWN IN EXHIBIT "B" AT CANTERBURY LANE TO ALLOW FOR THE PROPOSED EAST SIDE COMMUNITY PARK AND PROVIDE CONSISTENCY WITH THE LAND DEVELOPMENT CODE IN ACCORDANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN OF THE CITY OF TAMARAC; (CASE NO. 7-Z-25); PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank:

☐ The ordinance is required for compliance with federal or state law or regulation;

☐ The ordinance relates to the issuance or refinancing of debt;

☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

☐ The ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The ordinance is enacted to implement the following:

a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

TAMARAC
The City For Your Life

Business Impact Estimate

b. Sections 190.005 and 190.046, regarding community development districts;
c. Section 553.73, relating to the Florida Building Code; or
d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any):

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Monica Barros Assistant City Clerk

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: TO2618

AGENDA SECTION: **ORDINANCE(S) - SECOND READING**

TITLE: TO2618 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 5 “Buildings and Building Regulations” Article IV “Unsafe Structures” to create Section 5-79 of the Code of Ordinances to establish a milestone inspection process required by Section 553.899, Florida Statutes; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The Building Department Director recommends that the Mayor and City Commission approve amending Chapter 5 “Buildings and Building Regulations” Article IV “Unsafe Structures” to create Section 5-79 of the Code of Ordinances to establish a milestone inspection process required by Section 553.899, Florida Building Code (Existing Building, Chapter 18) and Broward County Administrative Provisions 110.15.

BACKGROUND: The City of Tamarac has participated in the Building Safety Inspection Program adopted to comply with FS 553.899/Exhibit A. Every year, in June, Broward County Board of Rules & Appeals provides the city with a list of properties that have reached the 25-year or older based on the Certificate of Occupancy date and every 10-years thereafter. The City notifies property owners by certified mail between June and August (within a 90-day timeframe) accordingly. Within 180 days of notice, owner/association must submit a completed signed and sealed Registered Engineer report for structural and electrical integrity of the building. If repairs are required, the necessary repairs and corrections must commence within 365 days of the report with an approved City of Tamarac building permit. A safe to occupy letter must be submitted by the engineer of record to the building official. A 60-day extension can be allowed by

the Building Official upon written request from the property owner. All work shall be permitted under the existing Florida Building Code edition. After repairs are completed, a final report is submitted by the engineer of record for compliance. Failure to comply or file required inspection report, or to complete mandated repairs, may render a structure unsafe for occupancy. The Building Official will refer cases to the Special Magistrate for enforcement of non-compliance or Unsafe Structures Board. An Appeal Process is available through the Broward County Board of Rules and Appeals within 30 days after the special magistrate ruling. Decisions of the Board are final and subject to judicial review under FS 120.68.

ISSUE:

The milestone inspections statute, primarily found in Florida Statute (FS) 553.899, mandates structural safety inspections for certain residential buildings in Florida. The inspection is a structural integrity assessment that includes a visual examination and may include more extensive testing in a Phase Two inspection. The report will detail material findings, identify structural deterioration, and recommend repairs.

ATTACHMENTS:

TO2618 MEMO ORD BSIP 12-04-25.docx
TO2618_-_Milestone_Inspection_Process_Ordinance-12-25.docx
TO2618 Exh A - BORA Board Policy 05-05.pdf
TO2618 Bus Impact Est Form BSIP 11-05-25.docx

City of Tamarac
Interoffice Memorandum
Building Department

To: **Levent Sucuoglu, City Manager**

Thru: **Maxine Calloway, Deputy City Manager**

From: **Otoniel (Tony) Palacios, Chief Building Official / Director**

Date: **December 4, 2025**

Re: **Chapter 5 BSIP – Building Safety Inspection Program Temp. Ord. #2618**

Recommendation:

The Building Department Director recommends that the Mayor and City Commission approve amending Chapter 5 "Buildings and Building Regulations" Article IV "Unsafe Structures" to create Section 5-79 of the Code of Ordinances to establish a milestone inspection process required by Section 553.899, Florida Building Code (Existing Building, Chapter 18) and Broward County Administrative Provisions 110.15.

Issue:

The milestone inspections statute, primarily found in Florida Statute (FS) 553.899, mandates structural safety inspections for certain residential buildings in Florida. The inspection is a structural integrity assessment that includes a visual examination and may include more extensive testing in a Phase Two inspection. The report will detail material findings, identify structural deterioration, and recommend repairs.

Background:

The City of Tamarac has participated in the Building Safety Inspection Program adopted to comply with FS 553.899/Exhibit A. Every year, in June, Broward County Board of Rules & Appeals provides the city with a list of properties that have reached the 25-year or older based on the Certificate of Occupancy date and every 10-years thereafter. The City notifies property owners by certified mail between June and August (within a 90-day timeframe) accordingly. Within 180 days of notice, owner/association must submit a completed signed and sealed Registered Engineer report for structural and electrical integrity of the building. If repairs are required, the necessary repairs and corrections must commence within 365 days of the report with an approved City of Tamarac building permit. A safe to occupy letter must be submitted by the engineer of record to the building official. A 60-day extension can be allowed by the Building Official upon written request from the property owner. All work shall be permitted under the existing Florida Building Code edition. After repairs are completed, a final report is submitted by the engineer of record for compliance. Failure to comply or file required inspection report, or to complete mandated repairs, may render a structure unsafe for occupancy. The Building Official will refer cases to the Special Magistrate for enforcement of non-compliance or Unsafe Structures Board. An Appeal Process is available through the Broward County Board of Rules and Appeals within 30 days after the special magistrate ruling. Decisions of the Board are final and subject to judicial review under FS 120.68.

This ordinance will create a Section 5-79 in the code of ordinance for the City of Tamarac to comply with FS 553.899 to ensure that condominiums, coops buildings, and threshold buildings within the city meet the public safety standards for continuous occupancy. This

ordinance will ensure the owners of these properties conduct the 25 year and 10-year re-certifications thereafter for both the structural and electrical integrity of the buildings to endure safety to the public.

Fiscal Impact:

Permit fees based on our approved fee schedule will be generated from building requiring structural repairs permits.

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 5 “BUILDINGS AND BUILDING REGULATIONS” ARTICLE IV “UNSAFE STRUCTURES” TO CREATE SECTION 5-79 OF THE CODE OF ORDINANCES TO ESTABLISH A MILESTONE INSPECTION PROCESS REQUIRED BY SECTION 553.899, FLORIDA STATUTES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature found that maintaining the structural integrity of a building throughout its service life is of paramount importance to ensure that buildings are structurally sound and do not pose a threat to public health, safety, or welfare; and

WHEREAS, the Florida Legislature has found that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use and now the Florida Legislature requires local governments to establish a milestone inspection process by code for condominiums or cooperative buildings that are subject to the provisions of Section 553.899, Florida Statues; and

WHEREAS, the City of Tamarac ("City") recognizes that Chapter 553, Florida Statutes, now requires local governments to adopt and enact an ordinance to regulate the inspection process of aging buildings to ensure compliance with the Florida Building Code; and

WHEREAS, the City elects to set forth prescribed timelines and penalties with respect to compliance of mandatory structural inspections of aging condominium and

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Words in underscore type are additions.

cooperative buildings as required by state law; and

WHEREAS, the City has determined that the amendments to the City Code adopted by this Ordinance are in the best interest of and for the health, safety, and welfare of the citizens of the City.

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

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That Chapter 5 “Buildings and Building Regulations”, Article IV “Unsafe Structures” is hereby amended to create Section 5-79 “Mandatory Milestone Inspections of Aging Condominium and Cooperative Buildings” of the City of Tamarac Code of Ordinances to read as follows:

Sec. 5-79. - Mandatory Milestone Inspections of Aging Condominium and Cooperative Buildings.

(a) Applicability. The Broward County Board of Rules and Appeals requires structural and electrical safety inspections for buildings twenty-five (25) years old or older and every ten (10) years after the actual year built. This Section applies to condominium and cooperative buildings that are three (3) or more habitable stories in height, consistent with Section 553.899, Florida Statutes. All other building types remain subject to this local program at the twenty-five (25) year threshold, unless exempted herein. Exempt from this program are:

(1) Single-family, two-family, three-family or four family dwellings with three or fewer habitable stories above ground;

(2) U.S. government buildings;

(3) State of Florida owned buildings;

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(4) Schools under the jurisdiction of the Broward County School Board;

(5) Buildings built on Indian reservations;

(6) All buildings under three thousand five hundred (3,500) square feet; and

(7) Townhouses as defined by the Florida Building Code, except that townhouse-like structures that are designated condominium are required to comply with the programs.

(a) *Definitions The following terms shall be defined as follows:*

(1) Building official as defined in Section 468.603 (2), Florida Statutes.

(2) Milestone inspection as defined in Section 553.899 (2)(a), Florida Statutes.

(b) *Inspection, Reporting and Repairs.*

(1) Milestone Inspections shall be in accordance with Section 553.899, Florida Statutes, and Florida Building Code.

(2) Notice from Building Official shall be in accordance with Section 553.899, Florida Statutes.

(3) Milestone Inspection. A milestone inspection consists of two phases and shall be in accordance with Section 553.899, Florida Statutes.

(4) The milestone report shall be in accordance with Section 553.899, Florida Statutes with the following modifications.

a. Shall be submitted digitally via the City of Tamarac online permitting system unless the owner or representative of

condominium or cooperative buildings is unable to submit a digital copy.

b. With the phase one milestone inspection report submission, the responsible engineer or architect who has performed the milestone inspection shall provide the building official with a letter indicating their professional opinion on whether the building or structure may continue to be safely occupied when a phase two milestone report is required. The phase one milestone report must be performed within 180 days after the property owner's receipt of the City's notice of required inspection. If a phase one report inspection indicates substantial structural deterioration, a phase two milestone inspection must be performed.

c. If a phase two milestone inspection report is required, at submission, the responsible engineer or architect who has performed the phase two milestone inspection shall provide the building official with a letter indicating their professional opinion on whether the building or structure may continue to be safely occupied.

(5) Repairs and modifications. The repairs and modifications shall be in accordance with Section 553.899, Florida Statutes and Florida Building Code with the following modifications.

a. Based on the recommendations in the phase two milestone report, all required repairs must be commenced within 365 days after receipt of such report. The permit application shall include a direct reference to the phase two milestone inspection report.

b. At the time of repairs commencing, the responsible engineer or architect who has filed the building construction documents shall provide the building official with a letter indicating their professional opinion on whether the building or structure may continue to be safely occupied.

c. All required repairs shall be completed and inspected through the City of Tamarac permitting process.

(6) Self-Registration and Reporting.

a. All condominium and cooperative associations with buildings three stories or higher must register via the City of Tamarac online system within 180 days of being notified of their requirement to participate in the mandatory milestone inspection of aging condominium and cooperative buildings process.

b. All new qualifying condominium and cooperative associations with buildings three stories or higher must register via the Citv of Tamarac online system prior to issuance of certificate of occupancy.

c. On or before December 31, 2025, and annually thereafter, the City of Tamarac, shall provide to the Department of Business and

Professional Regulation, in electronic format, all information required by Section553.889 (13), Florida Statutes, including the number of buildings subject to milestone inspections, inspection status, permits issued, and unsafe structure determinations.

(7) Fees, extensions, and penalties.

a. Fees for the administration of this section shall be as per the adopted fee schedule.

b. Enforcement for the requirements of this section shall be enforced as follows:

(1) By an action for injunctive relief, civil penalties, or a combination thereof, through a court of competent jurisdiction.

(2) All remedies and penalties provided for in this section shall be cumulative and independently available to the City and the City shall be authorized to pursue any and all remedies set forth in this section to the full extent allowed by law.

(3) A violation of this section shall constitute a separate offense for each day it recurs or continues as penalties under the City Code.

c. Extensions for the requirements of this section shall be in accordance with Section 553.899, Florida Statutes.

d. Failure to comply with the timelines established in this section may result a fine of up to $1000.00 per violation per day against the property owner

pursuant to the City Code.

SECTION 3. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made part of the City of Tamarac Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered and that the word "Ordinance" may be changed to "Section," "Article," or such other appropriate word or phrase in order to accomplish such intention.

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

SECTION 5. If any clause, section, or other part or application of this Ordinance is held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated, and the remainder of this Ordinance shall continue in full force and effect.

SECTION 6. This Ordinance shall take effect immediately upon adoption.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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PASSED, FIRST READING this day of , 2025.
PASSED, SECOND READING this day of , 2026.

MICHELLE J. GOMEZ, MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading
MAYOR GOMEZ _____
DIST 1: COMM. BOLTON _____
DIST 2: COMM. WRIGHT _____
DIST 3: COMM. PATTERSON _____
DIST 4: V/M. DANIEL _____

RECORD OF COMMISSION VOTE: 2ND Reading
MAYOR GOMEZ _____
DIST 1: V/M. BOLTON _____
DIST 2: COMM WRIGHT _____
DIST 3: COMM. PATTERSON _____
DIST 4: COMM. DANIEL _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

HANS OTTINOT
CITY ATTORNEY

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Effective Date: August 9, 2024

Broward County Board of Rules and Appeals Policy #05-05

Subject: Broward County Board of Rules and Appeals – Building Safety Inspection Program

I. GENERAL:

A. Section 110.15 of the Broward County Administrative Provisions of the Florida Building Code has established a **Building Safety Inspection Program**.

B. The procedures established herein are the basic guidelines for the Building Safety Inspection Program.

C. The following buildings or structures are exempt from this program:

1. US Government Buildings
2. State of Florida Buildings
3. Buildings built on sovereign tribal lands.
4. School buildings under the jurisdiction of the Broward County School Board.
5. Single-family, two-family, three-family, and four-family dwellings with three or fewer habitable stories above ground.
6. Fee simple Townhouses as defined in the Florida Building Code.
7. Minor structures, defined as buildings or structures in any occupancy group having a building area of less than three thousand five hundred (3,500) square feet.
8. Railroads and ancillary facilities associated with the railroad.

D. All buildings or structures that have performed a Building Safety Inspection under the prior program ("40 Year Building Safety Inspection Program") are deemed compliant with F.S.553.899 and the Florida Building Code, Existing Building (Chapter 18). The subsequent Building Safety Inspections are due every ten years from the year the initial Building Safety Inspection was required.

E. The Building Safety Inspection Program shall serve as compliance for both phase one and phase two milestone inspection requirements for buildings or structures as defined under Florida Statutes, Section 553.899, and the Florida Building Code, Existing Building (Chapter 18).

F. If an owner of a building fails to ensure that the Building Safety Inspection is completed, the Building Official may file a complaint with the Department of Business and Professional Regulation Division of Condominiums, Timeshares, and Mobile Homes documenting such failure.

G. Improvements to the original building should be inspected based on the code at the time of permitting unless specified by the National Electrical Code.

H. The purpose of the Building Safety Inspection Program is not intended to determine if the condition of an existing building is in compliance with the current edition of the Florida Building Code.

II. DEFINITIONS:

A. Threshold Building: Any building that is greater than three stories or 50 feet in height or which has an assembly occupancy classification as defined in the Florida Building Code that exceeds 5,000 square feet in area and an occupant content of greater than 500 persons or as otherwise defined by section 553.71, Florida Statutes, which may be amended from time to time.

B. Minor Buildings or Structures: Buildings or structures in any occupancy group having a building area of less than 3,500 sq. ft.

1. Any building or structure, regardless of size, which houses, covers, stores, or maintains any support features, materials, or equipment necessary for the operation of all or part of the primary structure, or operation of any

feature located upon the real property, shall not be considered a minor building or structure and shall be subject to inspection as otherwise set forth herein.

2. Structures to be included in the Building Safety Inspection Program are elevated decks, balconies, docks, and seawalls if attached to or supporting any structure. Parking garages, guardrails, and as such, are not exempt from this program.

C. Building Safety Inspection: A structural and electrical inspection of a building or structure by a Florida licensed professional authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the building or structure. And, to the extent reasonably possible, determine the general condition of the building or structure as it affects its safety, including a determination of any necessary maintenance, repair, or replacement of any structural or electrical component.

D. Substantial Structural Deterioration: Substantial structural distress that negatively affects a building's general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the Florida licensed professional performing the Building Safety Inspection determines that such surface imperfections are a sign of substantial structural deterioration.

E. Florida Licensed Professional: An Engineer or Architect licensed under Florida Statute 471 or 481.

F. Building Area: The total square footage of a building, including exterior walls.

III. BUILDING SAFETY INSPECTION PROGRAM SCOPE:

A. <u>Inspection Procedures</u> shall conform to the minimum inspection procedural guidelines as issued by the Board of Rules and Appeals titled "General Considerations & Guidelines for Building Safety Inspections," which are included in this policy.

1. The Building Official shall notify the owner(s), association, or their duly authorized representative(s), of all buildings and structures requiring inspection under these guidelines. And, to retain all the necessary documentation to confirm compliance as set forth herein.
2. The inspecting professional shall have a right of entry into all areas necessary to comply with this program.
3. The owner or association shall be responsible for all costs associated with the inspection and any resulting required repairs and modifications.

B. <u>Inspection Schedule:</u>

1. All buildings and structures shall be inspected in the manner described herein, where such buildings or structures reach 25 years of age or older, based on the date that the certificate of occupancy was issued and as determined by the Building Official, who shall at such time issue a **Notice of Required Inspection** to the building owner or association.
2. The subsequent Building Safety Inspections are due every ten years from the year the initial Building Safety Inspection was required, regardless of when the previous inspection report for the building or structure was finalized or filed.

C. <u>Notices of Required Inspection:</u>

1. By June of each year, BORA will provide each local jurisdiction with a list of buildings and structures due for inspection.
2. From June through August, the Building Official shall notify the building owner or association by certified mail return receipt that their properties are due for inspection.
3. Notwithstanding the foregoing, the failure by a building official to provide a **Notice of Required Inspection** shall not affect a building owner's or association's requirement to timely procure the required inspection and any necessary repairs, provide a written report and certification of a building or structure.

D. Qualifications of Inspectors:

1. If the building or structure is not a "Threshold Building" as defined by the Florida Building Code, required reports shall be prepared by a Florida licensed Professional qualified by training and experience in the specific technical field involved in the inspection and report.
2. If the building or structure is a "Threshold Building" as defined herein, then:
   a. The structural portion of such report shall be prepared by a Florida-licensed professional in the State of Florida specializing in structural engineering and licensed as a Special Inspector under F.S. 471 and 481.
3. Any person responsible for removing electrical equipment covers for the purpose of allowing inspections related to this program shall be familiar with the requirements of NFPA 70E and OSHA 1910 by verification with a certificate of completion.
4. The Electrical Safety Inspection report shall be completed by a qualified Florida-licensed professional specializing in electrical design.

E. Reporting Procedures:

1. Within 180 days of receiving the **Notice of Required Building Safety Inspection**, the owner or association must complete the Building Safety Inspection. The Florida licensed professional shall issue a written report, including the Broward County Board of Rules and Appeals Structural and Electrical Safety Inspection report forms, to the Building Official and the owner or association. The report will state that each such building or structure is structurally and electrically safe, or has been made structurally and electrically safe, for the specified use for continued occupancy, in conformity with the minimum inspection procedural guidelines as issued by the Board of Rules and Appeals or will indicate the types of repairs necessary to be undertaken.
2. The Building Official may issue an extension of not more than 60 days to submit a Building Safety Inspection report.
3. The inspection report shall, at a minimum, meet all the following criteria:
   a. Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
   b. In addition to a detailed written narrative report, the completed BORA Structural and Electrical Safety Inspection report forms shall be submitted as part of the report.
   c. Color photos with sufficient resolution shall be included with the reports to adequately convey typical conditions observed, particularly where defects have been found.
   d. Indicate the manner and type of inspection forming the basis for the inspection report.
   e. Identify any substantial structural deterioration or electrical deficiencies within a reasonable professional probability based on the scope of the inspection. Describe the extent of such deterioration and deficiencies and identify any repairs for such issues.
   f. State whether any unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
   g. Recommend remedial or preventive repair for any items that are damaged but do not have substantial structural deterioration and deficiencies.
   h. Identify and describe any items requiring further inspection.
4. If the building inspected is a condominium or cooperative, the association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, delivered by United States mail, personal delivery or electronic transmission to unit owners who previously consented to receive notice by electronic transmission. Post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property and publish the full report and inspector-prepared summary on the association's website if the association is required to have a website.
5. A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

F. Duty to Report:

Any Florida licensed professional who performs an inspection of an existing building or structure has a duty to report to the owner, association, and the Building Official any findings that, if left unaddressed, would endanger life or property no later than ten days after informing the appropriate parties of such findings. However, if such a professional finds that there are conditions in the building or structure causing an actual or immediate danger of

the failure or collapse of the building or structure or if there is a health hazard, windstorm hazard, fire hazard, or any other life safety hazard, such professional shall report such conditions **immediately** to the building owner or association, and to the Building Official within 24 hours of the time of discovery. In addition to assessing any fines or penalties provided by Broward County or the municipality, the Building Official shall report any violations of this provision to the appropriate licensing agency, regulatory board, and professional organization of such engineer or architect.

G. Required Repairs or Modifications:

1. In the event that repairs or modifications are found to be necessary as a result of the Building Safety Inspection, the owner shall have a total of 180 days from the date of the Building Safety Inspection report unless otherwise specified by the Building Official in accordance with Florida Building Code Section 110.15 (Florida Building Code, Broward County Amendments), in which to complete required repairs and correct the structural and electrical deficiencies. All applicable Building Code requirements shall be followed with all applicable permits obtained. The Florida Existing Building Code will specify whether the repairs or modifications can be made under the code in effect when the building was originally permitted or the code currently in effect. If an owner or association fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration and electrical deficiencies identified in the inspection report within the required timeframe, the structure may be deemed to be unsafe and unfit for occupation. Such findings shall be reviewed by the Building Official and shall be sent to the Special Magistrate, Code Enforcement Board, or Unsafe Structures Board, as appropriate.
2. When any electrical or structural repairs or modifications are required, the responsible licensed professional who has performed the Building Safety Inspection and issued the report shall provide the building owner, association, and the Building Official with a signed and sealed letter indicating whether the building or structure may continue to be safely occupied while the building or structure is undergoing repairs. Such a letter shall be valid for no more than 180 days. A new letter shall be issued if repairs or modifications remain ongoing.
3. For deficiencies that cannot be corrected within 180 days, the time frame may be extended when a time frame is specified by the responsible licensed professional and approved by the Building Official. Such extensions shall be contingent on maintaining an active building permit as specified in the Florida Building Code, Broward County Amendments, Section 105.3.2.
4. Once a permit is obtained for all necessary repairs or modifications from the local building department, which has jurisdiction, the Florida Building Code shall govern time restraints for such permits or in accordance with a more restrictive timeframe as directed by the design professional.
5. The Building Official may issue an extension of not more than 60 days to obtain any necessary permits upon a written extension request from a licensed professional qualified as stated herein for the type of building or structure in question. Such request shall contain a signed and sealed statement from the professional that the building may continue to be occupied while undergoing the Building Safety Inspection.
6. Once all required repairs, whether structural or electrical or both, have been completed, the responsible licensed professional who has performed the safety inspection and issued the report shall re-inspect the areas noted on the original report and shall provide the building owner, association, and building official an amended report with a signed and sealed letter stating that all of the required repairs and corrections have been completed and that the building or structure is acceptable for continued use under the present occupancy. The building owner or responsible professional shall submit that letter to the Building Official.

H. Violations:

1. If the notice of violation is not complied with promptly, the Building Official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.
2. If an owner or association of a building or structure fails to timely submit the Building Safety Inspection report to the Building Official or seek an extension request in accordance with the above, the Building Official shall elect the choice of either a Special Magistrate or Code Enforcement Board as set forth under Florida Statutes, Section 162, et. al., to conduct a hearing to address such failure. In the event an owner fails to comply with the repair and modification requirements as determined from the Building Safety Inspection report as set forth herein, the structure may be deemed to be unsafe and unfit for occupation. Such findings

shall be reviewed by the Building Official and shall be sent to the Special Magistrate, Code Enforcement Board, or Unsafe Structures Board, as appropriate.

3. The Building Official may revoke, at any time, a Building Safety Inspection report if the Building Official determines that the written inspection report contains any misrepresentation of the actual conditions of the building or structure.

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This form should be included as backup to the agenda item for ordinances and must be posted on the City's website by the time notice of the proposed ordinance is published.

Business Impact Estimate

Ordinance title/reference: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 5 "BUILDINGS AND BUILDING REGULATIONS" ARTICLE IV "UNSAFE STRUCTURES" TO CREATE SECTION 5-79 OF THE CODE OF ORDINANCES TO ESTABLISH A MILESTONE INSPECTION PROCESS REQUIRED BY SECTION 553.899, FLORIDA STATUTES; PROVIDING FOR CODIFICATION **; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank:

☒ The ordinance is required for compliance with federal or state law or regulation;

☐ The ordinance relates to the issuance or refinancing of debt;

☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

☐ The ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The ordinance is enacted to implement the following:
The milestone inspections statute, primarily found in Florida Statute 553.899, mandates structural safety inspections for certain residential buildings in Florida.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): Create new ordinance as required by CS/CS/HB 913: Condominium and Cooperative Associations.

TAMARAC
The City For Your Life

Business Impact Estimate

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac: Requires governing bodies of counties and municipalities to adopt an ordinance requiring that a condominium or cooperative association, and any other owner that is subject to the milestone inspection requirements, schedule or commence repairs for substantial structural deterioration within 365 days after the local enforcement agency receives a phase two inspection report.

3. Estimate of direct compliance costs that businesses may reasonably incur: Unknown

4. Any new charge or fee imposed by the proposed ordinance: None

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: Unknown – application fee(s) per permit fee schedule and permit fees for repair permits based on the scope of work required by the inspecting engineers.

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance: Various – based on the number of properties that reach the 25 year milestone, and each 10 year recertification timeframe.

Business Impact Estimate

7. Additional information (if any):

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CITY COMMISSION AGENDA ITEM REPORT

DATE: January 14, 2026

SUBMITTED BY: Monica Barros Assistant City Clerk

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: TO2619

AGENDA SECTION: **ORDINANCE(S) - SECOND READING**

TITLE: TO2619 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending chapter 6 of the City's code of ordinances, entitled "Finance and Taxation" and article V entitled “Tamarac Procurement Code”, by specifically amending section 6-148 entitled "Exclusions and Exceptions to Bid and Proposal Requirements” to expand the exemptions from competitive bidding process for purchase of film, video and audio services, purchase of goods, equipment and supplies for relief programs relating to natural disasters, and purchase of supplies and equipment made under a sales tax saving procedure constituting part of a construction project; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:
Memo_TO2619_Ordinance_Amending_Procurement_Code_01-08-2026.docx
TO2619_-_Ordinance_Amending_Procurement_Code-12-25__3_.docx
Business Impanct Estimate.docx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY MANAGER'S OFFICE

TO: **Levent Sucuoglu, City Manager** **DATE:** **January 8, 2026**

THRU: **Maxine Calloway, Deputy City Manager**
Christine J. Cajuste, Director of Financial Services

FROM: **Steve Stewart, Procurement and Contracts Manager** **RE:** **TO # 2619 - Approval of an Ordinance to Amend the Tamarac Procurement Code**

RECOMMENDATION:

Placement of TO # 2619 on the Commission Meeting Agenda for the first (1st) reading of an Ordinance on December 10, 2025, and the second (2nd) reading on January 14, 2026, for City Commission approval of the Ordinance to amend the Tamarac Procurement Code.

ISSUE:

The City Commission has determined that the exemption from competitive bidding procedures in the City's Procurement Code should expand to include the purchases of film and video services, goods, equipment, and supplies for relief programs for natural disasters, and the purchase of supplies and equipment made under a sales tax saving procedure constituting part of a construction project.

BACKGROUND:

The Tamarac Procurement Code was enacted via Ordinance O-2012-07 on March 14, 2012. Since that time, the Ordinance has been amended three times, first via Ordinance O-2019-05 dated May 22, 2019, to provide a preference for local Tamarac vendors and Broward County Certified Small Business Enterprises (CBE), second via Ordinance O-2020-004 dated February 5, 2020, to provide a preference for Veteran-owned small businesses as well as to make miscellaneous housekeeping changes, and third via Ordinance O-2024-026 dated November 13, 2024, to provide updates on definitions, source selection, purchase procedures as well as to make miscellaneous housekeeping changes.

As noted in TO # 2619, recommendations are being made to amend the Tamarac Procurement Code to expand the exemptions under ***Sec. 6-148. - Exclusions and exceptions to bid and***

proposal requirements as follows (*words in ~~strike through~~ are deletions and words in underscore are additions*):

Sec. 6-148. Exclusions and exceptions to bid and proposal requirements.

(a) *Exclusions.* This article shall not apply to:

(1) The procurement of dues and memberships in trade or professional organizations; registration fees for trade and career fairs, subscriptions for periodicals and newspapers; advertisements; postage; expert witness; legal and mediation services; lobbying services; abstracts of title for real property; title searches and certificates; title insurance for real property; real estate appraisal services; water, sewer, telecommunications and electric utility services; copyrighted materials or patented materials including, but not limited to, technical pamphlets, published books, maps, testing or instructional materials; fees and costs of job-related seminars and training;

(2) Goods purchased with petty cash or city procurement cards in accordance with the city's petty cash and procurement card procedures;

(3) Items purchased for resale to the general public; for example, supplies for a city-owned concession area.

(4) Purchase of groceries;

(5) Artistic services or works of art, or photographs, film and video services, audio recording services or similar material where such materials are purchased from the creator or publisher;

(6) Travel expenses, hotel accommodations and hotel services;

(7) City-sponsored events held at venues not owned by the city;

(8) Entertainment and entertainment-related services for city-sponsored events;

(9) Purchase of motor vehicle license plates from a governmental agency;

(10) Persons or entities retained as "expert consultants" to assist the city in litigation, or in threatened or anticipated litigation;

(11) Educational or academic programs;

(12) Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration;

(13) Auditing services that are not subject to the requirements of F.S. § 218.391;

(14) The purchase of items critical to the security of city facilities;

(15) Any services identified in F.S. § 287.057, as may be amended from time to time, as being exempt from competitive bid/request for proposal requirements;

(16) Goods and services purchased by a member of the city commission with initiative funds in accordance with general administrative guidelines established by the city manager or designee;

(17) Repairs to vehicles and equipment when such purchases are made pursuant to the requirements of an insurance settlement;

(18) Additional software and hardware licensing and maintenance for software and hardware the city already owns/licenses. This shall include subscription-based software fee that are unique or preexistent and contain historical knowledge that cannot be easily or without cost moved to another software application; and

(19) Auctioneer services, vending services, bus bench advertising or other revenue related agreements as approved by the city manager or designee~~.~~;

(20) Goods, equipment, and supplies purchased for disaster relief programs related to a natural disasters which are verified by independent news or government sources;

(21) Purchase of materials, equipment, prefabricated elements and components, appliances, fixtures, and supplies brought under a sales tax saving procedure established pursuant to Section 212.08(6), Florida Statutes constituting part of a construction project award, which construction contract has been awarded in accordance with Article V of the City Code.

The addition of Item No. 21 (as noted above) to ***Sec. 6-148. - Exclusions and exceptions to bid and proposal requirements,*** would allow the City to utilize Owner Direct Purchases (ODP). This process would save the City approximately 7% in sales tax on goods and materials, which may amount to decent savings for large construction projects. Below are estimated ODP savings for projects at higher dollar amounts and common items purchased through ODP.

Estimated ODP Savings by Project Value (Assuming 50% of project cost is ODP-eligible materials and 7% sales tax):

Project Value	Approx. ODP Materials (50%)	Estimated Savings (7%)
$10M	$5,000,000	$350,000
$20M	$10,000,000	$700,000
$30M	$15,000,000	$1,050,000
$40M	$20,000,000	$1,400,000
$50M	$25,000,000	$1,750,000

Common Items purchases through ODP:

- HVAC systems and chillers
- Electrical switchgear, panels, and generators
- Structural steel and metals
- Roofing materials
- Lighting and controls
- Pumps, pipes, valves, and process equipment (water/wastewater)
- Doors, frames, hardware
- Elevators and lift equipment

FISCAL IMPACT:

With the implementation of ODP, it is estimated that the City could benefit from approximately $2,183,369.69 in savings in FY 2026 based on the Capital Improvements Program budget of $62,381,991 (*Assuming 50% of project cost is ODP-eligible materials and 7% sales tax*).

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 6 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "FINANCE AND TAXATION" AND ARTICLE V ENTITLED “TAMARAC PROCUREMENT CODE”, BY SPECIFICALLY AMENDING SECTION 6-148 ENTITLED "EXCLUSIONS AND EXCEPTIONS TO BID AND PROPOSAL REQUIREMENTS” TO EXPAND THE EXEMPTIONS FROM COMPETITIVE BIDDING PROCESS FOR PURCHASE OF FILM, VIDEO AND AUDIO SERVICES, PURCHASE OF GOODS, EQUIPMENT AND SUPPLIES FOR RELIEF PROGRAMS RELATING TO NATURAL DISASTERS, AND PURCHASE OF SUPPLIES AND EQUIPMENT MADE UNDER A SALES TAX SAVING PROCEDURE CONSTITUTING PART OF A CONSTRUCTION PROJECT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 4.06(b) of the City of Tamarac's Charter allows the City Commission to determine its own rules of procedure for meetings, and it describes how special meetings may be called; and

WHEREAS, the City Commission, from time to time, amends its Procurement Code in the best interests of the City; and

WHEREAS, the City Commission has determined that the exemption from competitive bidding procedures in the City’s Procurement Code should expand to include the purchases of film and video services, goods, equipment, and supplies for relief programs for natural disasters, and the purchase of supplies and equipment made under a sales tax saving procedure constituting part of a construction project; and

WHEREAS, the City Commission has determined that the exemptions are necessary to obtain vital services without delays for certain projects of the City;

and

WHEREAS, the City Commission has determined it is in the best interests of the citizens and residents of the City of Tamarac to amend the code of ordinances as set forth herein.

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

SECTION 1. The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. The City Commission of the City of Tamarac hereby amends Chapter 6 of the City's Code of Ordinances, entitled "Finance and Taxation" by amending Article V of the City's Code of Ordinances, entitled "Tamarac Procurement Code", and specifically amending Section 6-148 entitled "Exclusions and Exceptions to Bid and Proposal Requirements" as follows:

Sec. 6-148. Exclusions and exceptions to bid and proposal requirements.

***

(a) Exclusions. This article shall not apply to:

(1) The procurement of dues and membership in trade or professional organizations; registration fees for trade and career fairs, subscriptions for periodical and newspapers; advertisements, postage, expert witness; legal and mediation services; lobbying services;

abstracts of title for real property; title searches and certificates, title insurance for real property; real estate appraisal services; water, sewer, telecommunications and electric utility services, copyrighted materials or patented materials including, but not limited to technical pamphlets, published books, maps, testing or instructional materials; fees and costs of job-related seminars and training;

(2) Goods purchased with petty cash or city procurement cards in accordance with the city's petty cash and procurement card procedures;

***

(5) Artistic services or works of art, or photographs, film and video services, audio recording services or similar material where such materials are purchased from the creator or publisher;

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(19) Auctioneer services, vending services, bus bench advertising or other revenue related agreements as approved by the City Manager or designee;

(20) Goods, equipment, and supplies purchased for disaster relief programs related to a natural disasters which are verified by independent news or government sources;

(21) Purchase of materials, equipment, prefabricated elements and components, appliances, fixtures, and supplies brought under a sales tax saving procedure established pursuant to Section 212.08(6), Florida Statutes constituting part of a construction project award, which construction contract has been awarded in accordance with Article V of the City Code.

SECTION 3. It is the intention of the City Commission of the City of Tamarac, Florida that the provisions of this Ordinance shall become and be made

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

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

SECTION 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CODING: Words in ~~struck through~~ type are deletions from existing law;
Words in underscored type are additions.

PASSED, FIRST READING this _____ day of _____, 2025.

PASSED, SECOND READING this _____ day of _____, 2026.

By_____
MICHELLE J. GOMEZ, MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR GOMEZ	_____
DIST 1: COMM. BOLTON	_____
DIST 2: COMM. WRIGHT	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: V/M. DANIEL	_____

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR GOMEZ	_____
DIST 1: V/M. BOLTON	_____
DIST 2: COMM WRIGHT	_____
DIST 3: COMM. PATTERSON	_____
DIST 4: COMM. DANIEL	_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

_____
HANS OTTINOT
CITY ATTORNEY

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Words in <u>underscored</u> type are additions.

This form should be included as backup to the agenda item for ordinances and must be posted on the City's website by the time notice of the proposed ordinance is published.

Business Impact Estimate

Ordinance title/reference:

TO2619 - An Ordinance of the City Commission of the City of Tamarac

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank:

☐ The ordinance is required for compliance with federal or state law or regulation;

☐ The ordinance relates to the issuance or refinancing of debt;

☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

☐ The ordinance is an emergency ordinance;

☒ The ordinance relates to procurement; or

☐ The ordinance is enacted to implement the following:

a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
b. Sections 190.005 and 190.046, regarding community development districts;
c. Section 553.73, relating to the Florida Building Code; or
d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The City Commission has determined that the exemption from competitive bidding procedures in the City's Procurement Code should expand to include the purchases of film and video services, goods, equipment, and supplies for relief programs for natural disasters, and the purchase of supplies and equipment made under a sales tax saving procedure constituting part of a construction project.

Business Impact Estimate required pursuant to Fla. Stat. § 166.041(4)a

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The City For Your Life

Business Impact Estimate

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac:

No direct economic impact.

3. Estimate of direct compliance costs that businesses may reasonably incur:

No direct compliance costs.

4. Any new charge or fee imposed by the proposed ordinance:

No new charges or fees imposed.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

No estimated regulatory costs.

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

No negative impacts to businesses, just a change in the way procurements are conducted with businesses.

7. Additional information (if any):

N/A

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	January 14, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Discussion Item
AGENDA SECTION:	**OTHER**
TITLE:	Discussion of the reinstatement of City Funding Contributions to the Area Agency on Aging of Broward County *Requested by Commissioner Morey Wright Jr.*
RECOMMENDATION:	The Area Agency on Aging of Broward County plays a crucial role in supporting older adults through essential services, including nutrition programs, caregiver support, transportation assistance, and resources that promote independent and healthy aging. There is growing research demonstrating the importance of aging in place within established communities, showing that seniors experience better health outcomes, stronger social connections, and improved quality of life when they can remain in their homes and neighborhoods as they age. The Agency's services directly support these outcomes for Tamarac's aging population. Reinstating the City's funding contribution would enable the Commission to assess how renewed support could benefit Tamarac's senior residents, aligning with the City's commitment to fostering inclusive, supportive, and age-friendly communities. This agenda item would allow for discussion on the history of the City's prior contributions, the impact of the Agency's services within Tamarac, and potential funding options moving forward.

ATTACHMENTS:
Commission_Agenda_Request_Form_70992c3b-405d-4de1-a338-e966362bd973_pdfa.pdf

Commission Agenda Request Form

Requested by: Morey Wright, Jr, District 2

Meeting Date: 01/14/2026

Agenda Item Title:
Discussion of the reinstatement of City Funding Contributions to the Area Agency on Aging of Broward County

Item Description:
The Area Agency on Aging of Broward County plays a crucial role in supporting older adults through essential services, including nutrition programs, caregiver support, transportation assistance, and resources that promote independent and healthy aging. There is growing research demonstrating the importance of aging in place within established communities, showing that seniors experience better health outcomes, stronger social connections, and improved quality of life when they can remain in their homes and neighborhoods as they age. The Agency's services directly support these outcomes for Tamarac's aging population.

Reinstating the City's funding contribution would enable the Commission to assess how renewed support could benefit Tamarac's senior residents, aligning with the City's commitment to fostering inclusive, supportive, and age-friendly communities.

This agenda item would allow for discussion on the history of the City's prior contributions, the impact of the Agency's

☑ I have provided information, or attachment(s), that I would like included as backup material for agenda publication.

☑ There are no additional materials, or attachments, being provided for this item.

eSigned via GovOS.com
Elizabeth Kennedy
Key: 1dacc9970e1876684e959e225bdc9e35

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	January 14, 2026
SUBMITTED BY:	Monica Barros Assistant City Clerk
ITEM TYPE:	Discussion Item
AGENDA SECTION:	**OTHER**
TITLE:	Discussion and Consensus to Reschedule the November 11, 2026, Regular Commission Meeting *Presented by Kimberly Dillon, City Clerk*

ATTACHMENTS: