CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING

Commission Chambers
Wednesday, February 25, 2026
9:30 AM

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE: **Commissioner Kicia Daniel**

1. CITY ATTORNEY REPORT

2. CITY MANAGER REPORT

2.a Dr. Von Delany Mizell Proclamation
Requested by Mayor Michelle J. Gomez

2.b Teen Dating Violence Awareness Month Proclamation
Requested by Mayor Michelle J. Gomez

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 TR14341 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to award Task Authorization No. 26-10D to Carnahan Proctor and Cross, Inc. To provide design services for the Tamarac Park 400-Meter Track and Multi-Purpose Center Replacement, in accordance with the City's Continuing Services Agreement authorized by Resolution No. R-2022-138, for a contract amount of $486,115.00; including the preparation of conceptual services, feasibility report, design services and bidding assistance; providing for conflicts; providing for severability; and providing for an effective date.

5.b TR14369 - A Resolution of the City Commission of the City of Tamarac, Florida, revising the Investment Policy of the City of Tamarac attached hereto as Exhibit "A," to reflect current regulations; to authorize the utilization of certain investment instruments and to authorize the adjustment of the investment parameters and duration; providing for conflicts; providing for severability; and providing for an effective date.

5.c TR14371 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No.26-03B and approving an Agreement with Intercounty Engineering, Inc. For the construction of the Lift Stations 29 and 10 Rehabilitation Project for a contract amount of $2,323,412.00; authorizing a contingency in the amount of $232,341.20 for a total project budget of $2,555,753.20; authorizing an additional appropriation in an amount not to exceed $55,753.20 to be included in a future budget amendment pursuant to F.S. 166.241(8); authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for scrivener's errors; providing for severability; and providing for an effective date.

6. REGULAR AGENDA

7. ORDINANCE(S) - FIRST READING

7.a TO2608 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 9, "Health, Sanitation and Nuisance," Article IV, "Residential and Nonresidential Property Maintenance Standards," Section 9-131, "Nonresidential Property Maintenance Standards," Subsection (j), of the City of Tamarac Code of Ordinances, to add clarifying language regarding parking lot maintenance; providing for codification; providing for conflicts;

providing for severability; and providing for an effective date.

8. ORDINANCE(S) - SECOND READING

9. PUBLIC HEARING(S)

10. QUASI-JUDICIAL HEARING(S)

10.a TBO102 - Order Granting/Denying Special Exception approval for Scooter's Coffee-Tamarac, to allow for a drive-through restaurant in the MU-C (Mixed Use Corridor) zoning district, pursuant to the Tamarac Code of Ordinances at 8201 N. Pine Island Road, Tamarac, Florida.

11. OTHER

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:	February 25, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Dr. Von Delany Mizell Proclamation *Requested by Mayor Michelle J. Gomez*

ATTACHMENTS:
DR. VON DELANEY MIZELL DAY.pdf

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested By Mayor Michelle J. Gómez

WHEREAS, *Dr. Von Delaney Mizell was a pioneering physician, civil rights leader, and community advocate whose lifelong service profoundly advanced racial equity, public health, and social justice in Broward County, Florida; and*

WHEREAS, *Dr. Mizell was a founding force of the first NAACP chapter in South Florida, providing organized leadership and advocacy to confront racial injustice and promote civil rights throughout the community; and*

WHEREAS, *during an era of legalized segregation, Dr. Mizell spearheaded and co-founded Provident Hospital in 1938, the first hospital in Broward County to serve African Americans, ensuring access to quality medical care for Black residents who were otherwise denied treatment; and*

WHEREAS, *Dr. Mizell courageously challenged systemic discrimination in the medical profession by successfully suing the Broward County Medical Association, thereby opening pathways for Black physicians to practice medicine locally and advancing equity within healthcare institutions; and*

WHEREAS, *in 1961, Dr. Mizell led the historic wade-ins protesting the segregation of public beaches in Fort Lauderdale, a nonviolent civil rights action that resulted in the desegregation of Broward County beaches by 1962 and marked a pivotal moment in Florida's civil rights history;*

WHEREAS, *in recognition of his enduring legacy and leadership, John U. Lloyd Beach State Park was officially renamed the Dr. Von D. Mizell–Eula Johnson State Park in 2016, memorializing his contributions to civil rights, equality, and public access to shared spaces; and*

WHEREAS, *Dr. Mizell's commitment to justice, healthcare access, and community empowerment continues to inspire future generations and remains foundational to the social and civic progress of Broward County;*

NOW, THEREFORE, *I, Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, on behalf of the City Commission, hereby commend and applaud Dr. Von Delaney Mizell for his extraordinary leadership, courage, and unwavering dedication to civil rights, healthcare equity, and the betterment of the community, and in honor of the same, proclaim February 25, 2026 in the City of Tamarac as:*

"DR. VON DELANEY MIZELL DAY"

IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 25th day of February, 2026.*

Michelle J. Gómez, Mayor

TAMARAC
The City For Your Life

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	February 25, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Teen Dating Violence Awareness Month Proclamation *Requested by Mayor Michelle J. Gomez*

ATTACHMENTS:
TEEN DATING VIOLENCE AWARENESS MONTH.pdf

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested By Mayor Michelle J. Gómez

WHEREAS, *each February is designated as Dating Violence Awareness Month nationwide to raise awareness about teen dating violence. This annual, month-long effort focuses on advocacy and education to stop dating abuse before it starts. This year's theme is "Real Love Respects."*

WHEREAS, *dating violence is more common than most people believe, especially among teens and young adults. In fact, according to the National Domestic Violence Hotline, 1 in 3 U.S. teens will experience physical, sexual, or emotional abuse from someone they're in a relationship with before becoming adults; and*

WHEREAS, *approximately 1 in 5 women and 1 in 7 men who experienced rape, physical violence, and/or stalking by an intimate partner first experienced some form of partner violence between 11 and 17 years of age. Nearly half (43%) of U.S. college women report experiencing violent and abusive dating behaviors including physical, sexual, digital, verbal, or other controlling abuse; and*

WHEREAS, *almost 1 in 10 teens in relationships report having a partner tamper with their social media account, which constitutes the most frequent form of harassment or abuse in recent years;*

WHEREAS, *it becomes a mental health crisis as survivors are 3 times as likely to meet the criteria for PTSD, 2 times more likely to develop symptoms of depression, 3 times more likely to develop a major depressive order, 4 times more likely to attempt suicide, and 6 times more likely to have a substance use disorder; and*

WHEREAS, *education on healthy relationships and red flags may help reduce the risk of teens entering unhealthy and abusive relationships and must be all of our concern. Some examples of red flags are checking your phone, email, or social media accounts without your permission; putting you down frequently, especially in front of others; isolating you from friends or family (physically, financially, or emotionally); extreme jealousy or insecurity; explosive outbursts, temper, or mood swings; possessiveness or controlling behavior; and pressuring or forcing you to have sex.*

NOW, THEREFORE, *I, Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, on behalf of the City Commission, hereby reminds everyone that* ***"Real Love Respects"*** *and proclaims February 2026 in the City of Tamarac as:*

"TEEN DATING VIOLENCE AWARENESS MONTH"

IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 25th day of February, 2026.*

Michelle J. Gómez, Mayor

TAMARAC
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CITY COMMISSION AGENDA ITEM REPORT

DATE: February 25, 2026

SUBMITTED BY: Vanessa Charry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14341

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14341 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to award Task Authorization No. 26-10D to Carnahan Proctor and Cross, Inc. To provide design services for the Tamarac Park 400-Meter Track and Multi-Purpose Center Replacement, in accordance with the City's Continuing Services Agreement authorized by Resolution No. R-2022-138, for a contract amount of $486,115.00; including the preparation of conceptual services, feasibility report, design services and bidding assistance; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The Interim Director of Public Services recommends that the City Commission approve the execution of Task Authorization No. 26-10D with Carnahan Proctor and Cross, Inc. to provide design services, including conceptual planning, facility assessment, project design, permitting and bid phase services, for the Tamarac Park 400-meter Track and Multi-Purpose Center Project, in accordance with the City's Continuing Services Agreement as authorized by Resolution No. R-2022-138, at a contract cost not to exceed $486,115.00; authorize the appropriate City Officials to execute the Task Authorization; and that this item be placed on the February 25, 2026, Commission Meeting Agenda.

BACKGROUND: Tamarac Park, located at 7501 North University Drive, is one of the most popular parks within the city and experiences high usage particularly during holidays and weekends. Originally built in the 1970's, the park's facilities are now being evaluated for redevelopment. The City is proposing to replace the existing baseball and soccer fields and amenities with a 400-meter track which will include a multi-purpose infield. The completion of this athletic facility

is expected to attract local and potentially statewide track and field events, enhancing the City's visual appeal and reinforcing community pride.

This Task Authorization consists of two (2) phases. Phase 1, Conceptual Services Phase, will include an initial task to fit the 400-meter track at the proposed location. This task will determine if the project moves to the conceptual design stage. The Conceptual Services Phase, if approved for moving forward, will include the preparation of conceptual plans, cost estimate, drainage analysis, photometric plan, renderings and a feasibility report to provide recommendations for moving forward with full design. As part of the Feasibility Report, the City has requested a Facility and Building Assessment of the existing Multi-Purpose Building to evaluate the need for replacement of the existing multi-Purpose Center with a two-story building to accommodate a variety of recreational activities. The study will also assess the necessary modifications and upgrades to existing facilities to ensure compliance with current accessibility and safety standards, creating a vibrant community space that attracts residents and visitors. Phase 2, Design Phase, if approved for moving forward, will include design plans at 30% (Schematics), 60%, 90% and 100% (Construction Set), permitting and bidding assistance.

Execution of Task Authorization No.26-10D with Carnahan Proctor and Cross, Inc. will formally initiate the conceptual design and feasibility study report, enabling the City to move forward with the Tamarac Park 400 Meter Track and Multi-Purpose Center Building Design Services.

Contract Summary:
Scope of Project: Tamarac Park 400-Meter Track and Multi-Purpose Center Building Design Services.
Type of Project: Feasibility Report, Conceptual Design, Design Services, Permitting, Project Coordination
Contractor: Carnahan Proctor and Cross, Inc.
Contractor Location: Deerfield Beach, Florida
Contract Cost: $486,115.00, inclusive of track fitting plan, feasibility report, engineering services, field evaluation and investigation, project coordination, permitting assistance, utility coordination, and bidding support

ISSUE:

Approval of Task Authorization No. 26-10D with Carnahan Proctor and Cross, Inc. is necessary to provide professional design services for the Tamarac Park 400-meter Track and Multi-Purpose Center 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 14341 Tamarac Park 400-Meter Memo 2.10.26.docx
TR 14341 Tamarac Park 400-Meter Track Reso 2.13.26.doc
Exhibit 1 -TR 14341 400-Meter Track and Multipurpose Fields Proposal_2026.01.27.pdf

City of Tamarac
Interoffice Memorandum
Public Services Department

To: **Levent Sucuoglu, City Manager**

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

Thru: **Earl Henry, P.E., Interim Public Services Director, Utilities** EH

From: **Alan Lam, Project Manager** AL

Date: **January 28, 2026**

Re: **Temp Reso. #14341 – Task Authorization No. 26-10D – Tamarac Park 400 Meter Track and Multi-Purpose Center Building Design Services – City Commission Meeting of February 25, 2026.**

Recommendation:

The Interim Director of Public Services recommends that the City Commission approve the execution of Task Authorization No. 26-10D with Carnahan Proctor and Cross, Inc. to provide design services, including conceptual planning, facility assessment, project design, permitting and bid phase services, for the Tamarac Park 400-meter Track and Multi-Purpose Center Project, in accordance with the City's Continuing Services Agreement as authorized by Resolution No. R-2022-138, at a contract cost not to exceed $486,115.00; authorize the appropriate City Officials to execute the Task Authorization; and that this item be placed on the February 25, 2026, Commission Meeting Agenda.

Issue:

Approval of Task Authorization No. 26-10D with Carnahan Proctor and Cross, Inc. is necessary to provide professional design services for the Tamarac Park 400-meter Track and Multi-Purpose Center Project. This Task Authorization is being requested under the City's Continuing Services Agreement authorized by Resolution No. R-2022-138.

Background:

Tamarac Park, located at 7501 North University Drive, is one of the most popular parks within the city and experiences high usage particularly during holidays and weekends. Originally built in the 1970's, the park's facilities are now being evaluated for redevelopment. The City is proposing to replace the existing baseball and soccer fields and amenities with a 400-meter track which will include a multi-purpose infield. The completion of this athletic facility is expected to attract local and potentially statewide track and field events, enhancing the City's visual appeal and reinforcing community pride.

This Task Authorization consists of two (2) phases. Phase 1, Conceptual Services Phase, will include an initial task to fit the 400-meter track at the proposed location. This task will

determine if the project moves to the conceptual design stage. The Conceptual Services Phase, if approved for moving forward, will include the preparation of conceptual plans, cost estimate, drainage analysis, photometric plan, renderings and a feasibility report to provide recommendations for moving forward with full design. As part of the Feasibility Report, the City has requested a Facility and Building Assessment of the existing Multi-Purpose Building to evaluate the need for replacement of the existing multi-Purpose Center with a two-story building to accommodate a variety of recreational activities. The study will also assess the necessary modifications and upgrades to existing facilities to ensure compliance with current accessibility and safety standards, creating a vibrant community space that attracts residents and visitors. Phase 2, Design Phase, if approved for moving forward, will include design plans at 30% (Schematics), 60%, 90% and 100% (Construction Set), permitting and bidding assistance.

Execution of Task Authorization No.26-10D with Carnahan Proctor and Cross, Inc. will formally initiate the conceptual design and feasibility study report, enabling the City to move forward with the Tamarac Park 400 Meter Track and Multi-Purpose Center Building Design Services.

Contract Summary:

Scope of Project:	Tamarac Park 400-Meter Track and Multi-Purpose Center Building Design Services.
Type of Project:	Feasibility Report, Conceptual Design, Design Services, Permitting**,** Project Coordination
Contractor:	Carnahan Proctor and Cross, Inc.
Contractor Location:	Deerfield Beach, Florida
Contract Cost:	$486,115.00, inclusive of track fitting plan, feasibility report, engineering services, field evaluation and investigation, project coordination, permitting assistance, utility coordination, and bidding support

Fiscal impact:

Funding is available in Project Number PW24E, in Account No. 310-7002-572.63-10 with an available balance of $771,309.00.
The project includes feasibility report, engineering services, field evaluation and investigation, project coordination, permitting assistance, utility coordination, and bidding support. The total cost for the design services is $486,115.00.00. Change Order will only be utilized if additional services by Carnahan Proctor and Cross, Inc. are deemed necessary and are pre-approved by the City.

Commission Districts: 4

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. 26-10D TO CARNAHAN PROCTOR AND CROSS, INC. TO PROVIDE DESIGN SERVICES FOR THE TAMARAC PARK 400-METER TRACK AND MULTI-PURPOSE CENTER REPLACEMENT, IN ACCORDANCE WITH THE CITY'S CONTINUING SERVICES AGREEMENT AUTHORIZED BY RESOLUTION NO. R-2022-138, FOR A CONTRACT AMOUNT OF $486,115.00; INCLUDING THE PREPARATION OF CONCEPTUAL SERVICES, FEASIBILITY REPORT, DESIGN SERVICES AND BIDDING ASSISTANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tamarac Park is one of the most popular parks in the city and experiences high usage particularly during holidays and weekends. The Park was originally built in the 1970's and the City is now proposing to replace the existing baseball fields and amenities with a 400-meter track including multi-activity stations within the infield; and

WHEREAS, the completion of the athletic facility is expected to attract local and potentially statewide track and field events, enhancing the City's visual appeal and reinforcing community pride; and

WHEREAS, The City is requesting a facility and building assessment study to evaluate the need for replacement of the existing Multi Purpose Center with a two-story building or to repurpose the existing building to accommodate a variety of recreational activities to ensure compliance with current accessibility and safety standards, creating a vibrant community space that attracts residents and visitors; and

WHEREAS, Carnahan Proctor and Cross, Inc. will prepare a Track Fitting Plan to confirm that the facility can be accommodated within the available project limits prior to continuing the conceptual and design services; and

WHEREAS, Carnahan, Proctor and Cross, Inc. will conduct an evaluation of the existing parking lot to determine if a layout improvement and/or expansion is recommended to meet the proposed project demand; and

WHEREAS, A feasibility report will be submitted by Carnahan Proctor and Cross, Inc to confirm the construction of a 400-meter track and replacement of the existing Multi-Purpose Center prior to starting Phase II; and

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

WHEREAS, Task Authorization No. 26-10D with Carnahan Proctor and Cross, Inc. outlines professional engineering and design services necessary for the Tamarac Park 400-Meter Track and Multi-Purpose Center Replacement Project, as more fully described in the approved proposal attached hereto as Exhibit 1, for a total design phase cost of $486,115.00; and

WHEREAS, funding is available in Project Number PW24E, Account No. 310-7002-572.63-10, with a total balance of $771,309.00; and

WHEREAS, the City Commission of the City of Tamarac has determined that approval of Task Authorization No. 26-10D is in the best interest of the City and its residents, supporting a 400 Meter Track and Multi-Purpose Center replacement at

Tamarac Park; and

WHEREAS, it is the recommendation of the Interim Director of Public Services, Director of Financial Services, and Procurement and Contracts Manager that the appropriate City Officials approve Task Authorization No. 26-10D to Carnahan Proctor and Cross, Inc. to provide Feasibility Report, Design Services, Permitting and Bidding Assistance for the Tamarac Park 400-Meter Track and Multi-Purpose Center Replacement 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. 26-10D to Carnahan Proctor and Cross, Inc. to provide Feasibility Report, Design Services, Permitting and Bidding Assistance for the Tamarac Park 400-Meter Track and Multi-Purpose Center Replacement Project at a total contract cost of $486,115.00.

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 approves the execution of Task Authorization No. 26-10D with Carnahan Proctor and Cross, Inc. to provide Feasibility Report, Design Services, Permitting and Bidding Assistance for the Tamarac Park 400-

Meter Track and Multi-Purpose Center Replacement Project at a total contract cost of $486,115.00.

SECTION 3: The City Manager, or designee, is hereby authorized to execute Task Authorization No. 26-10D and all associated documents necessary to effectuate the intent of this Resolution.

SECTION 4: Funding in the not-to-exceed amount $486,115.00 shall be made available from Account No.310-7002-572.63-10, Project No. PW24E.

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 $100,000.00 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, FL 33442
Phone: 954. 972. 3959
Fax: 954. 972. 4178
www.carnahan-proctor.com
Planning
Civil Engineering
Surveying
CEI Services

☒ Work Order
☐ Amendment No:

Date: 01/26/2026
Project: P25-273

Project Name: **City of Tamarac 400-Meter Track and Multipurpose Fields**
Task Authorization No.: 26-10D

To: City of Tamarac
ATTN: Alan Lam, E.I., Project Engineer
Public Services Department
6101 Nob Hill Road, 2nd Floor
Tamarac, FL 33321
alan.lam@tamarac.org
954.597.3707

Labor Fee: **See Exhibit A - Summary of Lump Sum Fees**

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

Scope of Services: See attached Scope of Services (part of this Agreement) on page 2
This Agreement is comprised of Part I detailed within this Agreement, and Part II, "Agreement For Professional Services Between The City of Tamarac and Carnahan, Proctor and Cross, Inc., For Continuing Services" dated December 14, 2022, which are the terms of the engagement between City of Tamarac, hereinafter called "Client or Owner" and Carnahan Proctor and Cross, Inc. herein after called "Consultant" or "CPC."

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: 01/26/2026

Client Authorization *(Please sign original and return)*

By:

Title:

Date:

Dear Mr. Lam,

Per the meeting held September 30th, 2025, Carnahan, Proctor, and Cross Inc., (CPC) is pleased to provide Professional Engineering Services to the City of Tamarac (City) for the above-referenced Project. It is important to note that the original request for proposal encumbered approximately 4.7 acres; per the meeting held September 30th, 2025, the proposed improvements include the existing parking lot, the Recreation Center and the Multipurpose Center, increasing the limits for the proposed project to approximately 10.4 acres. The Scope of Services proposed herein aligns with the discussions held during said meeting. This proposal is a Lump Sum per Task Work Order Agreement (The Agreement) and will be invoiced monthly on percentage completion per Task basis.

PROJECT DESCRIPTION:

Tamarac Park is located at 7501 N. University Dr., Tamarac, FL 33321, between Southgate Blvd. and W. McNab Road. The Park includes the Tamarac Recreation Center with offices as well as baseball fields, parking, covered playground, concession stand, restrooms, and picnic tables.

The Tamarac Multipurpose Center, 7531 North University Drive, is adjacent to the north of the Tamarac Park Recreation Center. The facility features a gymnasium, meeting rooms, teen council, art room, and restroom / locker rooms. Facility hours vary per scheduled activities. In addition to the Multipurpose Center, there is a Recreation Center located East of the existing baseball fields.

The existing park consists of two baseball fields, and a multi-use field for soccer and/or football. There are limited bleachers along the west and north side of the field. An existing perimeter chain-link fence surrounds the property, as well as each baseball field. This includes an existing batting cage and player dugouts. Currently, the facility has overhead, outdoor lighting along the perimeter fence and two light poles in the interior part of the field that separates each baseball field.

The proposed project area, approximately 10.4 acres, the proposed improvements under this work order include:

- 400-meter perimeter running track
- Updated lighting for evening use
- A new ADA sidewalk that will be installed on the north and south side of the field providing access to the proposed bleachers, including specific seating areas for those with disabilities.
- Additional areas within the running track that will be designated for field events such as long jump, high jump, shot put, and other field events necessary to host a variety of track and field competitions
- A multi-purpose surface that will be considered for the infield area
- Proper drainage systems that will be designed to prevent water accumulation and ensure the track and field surfaces remain safe and stable.
- Overhead lighting will be upgraded to energy-efficient LED fixtures, and pole locations will be evaluated to ensure uniform illumination throughout the project

area without glare
- Parking Study
- Internal Study of Buildings

The existing Recreation Center, parking lot, covered playground, concession stand, restrooms and picnic tables will remain in place. Whereas the Multipurpose Center (MPC) will be demolished and replaced (*By others. Not included with this scope of services.*) with a new two-story building of approximately 35,000 square feet. This facility will feature three (3) baseball courts, three (3) fitness class studios, one (1) fitness center, a community café/lounge, locker rooms with showers, storage rooms, offices, multipurpose/meeting rooms and full IT package.

It is our understanding that the City of Tamarac has a budget of approximately six million dollars ($6,000,000.00) for the design and construction of the proposed improvements.

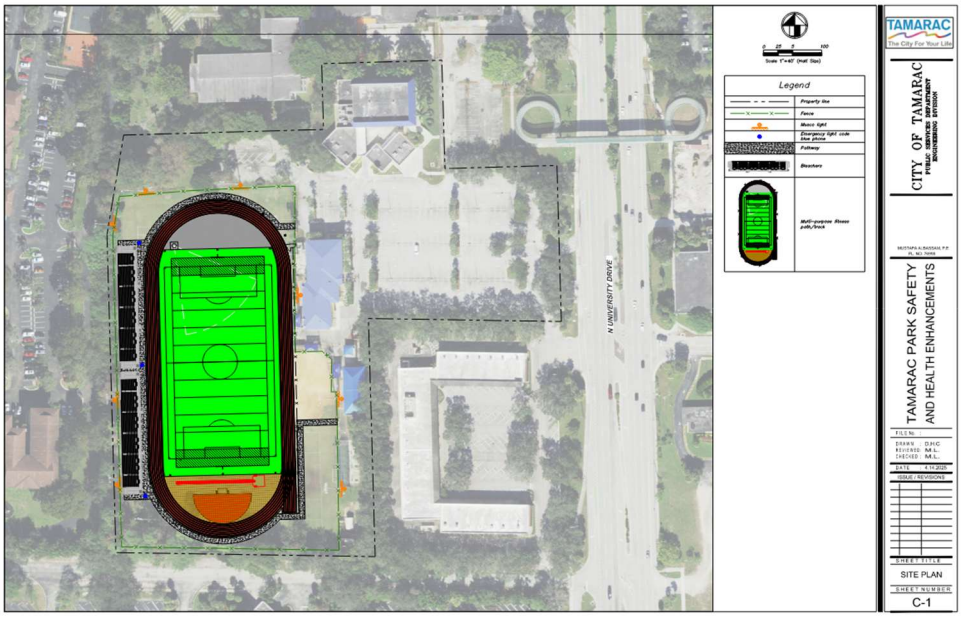

Figure 1: Preliminary Conceptual Layout provided by Owner (NTS)

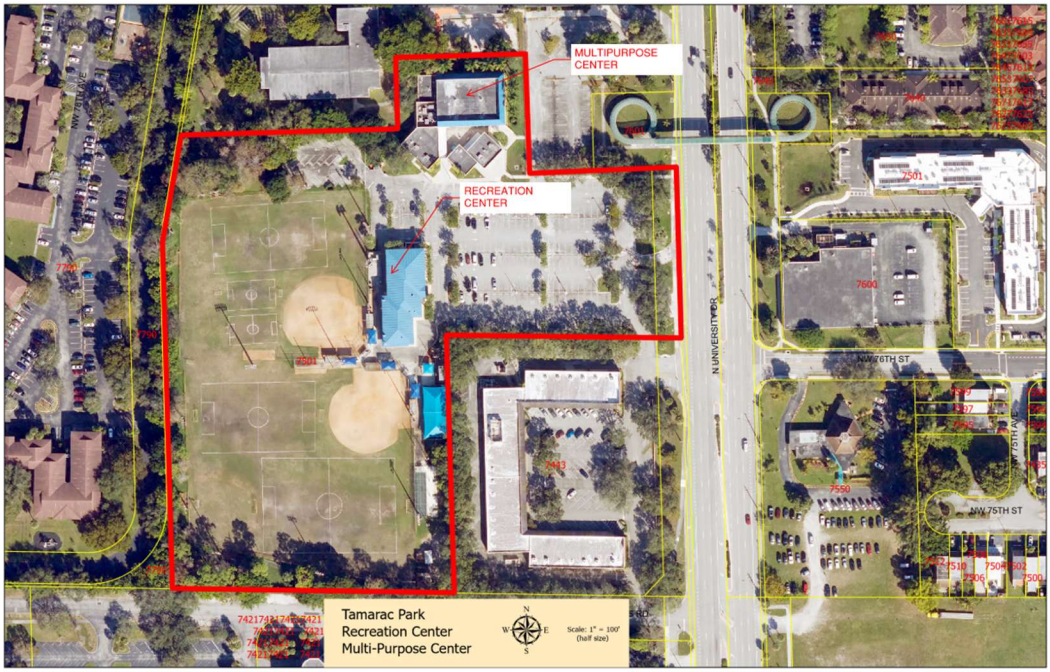

Fig. 2: Location Map (NTS)

SCOPE OF SERVICES:

The Agreement is comprised of Part I detailed within this Agreement, and Part II per Exhibit C, "Agreement For Professional Services Between The City of Tamarac and Carnahan, Proctor and Cross, Inc., For Continuing Services" dated December 14, 2022, which are the terms of the engagement between City of Tamarac, hereinafter called "Client or Owner" and Carnahan Proctor and Cross, Inc. herein after called "Consultant" or "CPC".

This Agreement is based on CPC's understanding of the project needs and has been developed to provide a high quality of services and deliverables. It is our understanding that the City of Tamarac would like to develop this project in two (2) phases:

Phase 1 – Conceptual Services
Phase 2 – Design Services

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.

PART I

PHASE 1 – CONCEPTUAL PHASE

Task 1 – Track Fitting Plan

CPC will prepare a Track Fitting Plan for the proposed running track to confirm that the facility can be accommodated within the available project limits. This layout will be developed using the topographic survey (CAD and PDF format) information to be provided by the Client.

As part of this task, CPC will submit one (1) Track Fitting Plan for the Client's review and approval. Upon receiving written approval from the Client, CPC will proceed with the subsequent tasks outlined in Phase 1 – Conceptual Design Phase.

The track fitting plan will be delivered to the Client within ten (10) business days after receipt of survey in CAD and PDF format.

The following tasks will be performed ONLY after confirmation that the running track can be accommodated within the project's limits and after receiving authorization from the Client to Proceed.

Task 2 - 10% Conceptual Plans

To properly perform Services as set forth herein, CPC will investigate the Project site conditions and/or existing conditions. CPC will prepare concept plans to take account of (a) all information that can be obtained through field and office investigations during Phase 1, and (b) all information regarding the Project site furnished by City's PM during Phase 1. CPC will report to City's PM all known discrepancies in information furnished to CPC by City's PM that are reasonably discoverable upon examination of such information. This will include reporting omissions in the information provided by PM that are generally recognized as necessary for conceptual purposes.

The 10% Conceptual Drawings will include:

- Cover Sheet
- Typical Sections
- Conceptual plan view showing expected limits of construction and location of the different typical sections.
- Conceptual Layout(s)
- Conceptual Drainage Plan

Task 3 – Conceptual Cost Estimates

CPC will prepare a Conceptual Cost Estimate based on the Conceptual Plans prepared. This Conceptual Cost Estimate cannot be used for construction purposes.

Conceptual Cost Estimate will be prepared for guidance in project evaluation and implementation from the information available at the time the estimate is developed.

The final costs of the project will depend on actual labor and material cost, competitive market conditions, final project scope, implementation schedule, and other variable conditions.

Task 4 – Conceptual Drainage Analysis

The Conceptual Drainage Analysis will evaluate existing site conditions and propose preliminary strategies to manage stormwater effectively across the project area, focusing on preventing water accumulation and ensuring long-term surface stability for the running track, field event zones, and multi-purpose infield. This task includes a review of topography, soil characteristics, and current drainage infrastructure; identification of potential problem areas; and development of conceptual solutions such as grading adjustments, swales, underground piping, or retention systems. The analysis will be

coordinated with other design elements to ensure compatibility and compliance with local stormwater regulations, and findings will be summarized in the Feasibility Report with diagrams and recommendations for future design phases.

Task 5 – Conceptual Photometric Plans

A conceptual photometric lighting analysis will be conducted utilizing sports LED floodlighting to illuminate the ballfield and the 400-meter running track. The lighting system will also cover the bleachers.

Lighting for typical high-school (Class III) venues, per IES RP-6, includes the following:

- **Football / Soccer (Class III – high school competition):** 50 foot-candles maintained average horizontal on the field; max: min ≤ 2:1; Coefficient of Variation ≤ 0.21 (uniformity).
- **Running Track (non-televised competition/training):** 30–50 foot-candles maintained average horizontal on the track surface, depending on spectator expectations (higher when grandstands are present), with uniformity similar to field sports.

At the time of Design (Phase 2), Power service will be coordinated with FPL. It is anticipated that a 208/480-volt, single-phase, three-wire service will be required. Voltage-drop calculations will be performed to size conductors, circuit breakers, and load panels. Locations of all sports lights and associated hardware will be coordinated with the ballfield and track design.

A conceptual Sports Lighting Plan will be submitted with the analysis for concurrence. Manufacturer datasheets, including sports light pole and floodlight luminaire specifications, will be provided for client review and approval. Luminaire color temperature and pole finish will be coordinated. Luminaire mounting heights will also be coordinated and are anticipated to range from 70 to 100 feet.

Task 6 – Renderings

CPC will develop conceptual renderings for the proposed multipurpose playfield that includes a 400-meter running track, a recreation building, a multipurpose building, and a parking lot. The goal is to create basic visual representations that illustrate the overall layout and intent of the site. Deliverables will include a site overview rendering and a few simple perspective views of key areas. These renderings will focus on general form and spatial relationships rather than detailed architecture and are intended to support early-stage planning and stakeholder discussions.

It is our understanding that the current Multipurpose Center will be demolished and replaced (*By others. Not included with this scope of services.*) with a new two-story 35,000

square foot facility that will feature three basketball courts, three fitness class studios, fitness center, Community Café/Lounge, locker rooms with showers, storage rooms, offices, front desk area, multipurpose/meeting room, and full IT package. Whereas the Recreation Center will remain as is.

Task 7 – Feasibility Report

CPC will prepare a comprehensive feasibility report for the proposed upgrades to the athletic facility, including a 400-meter running track, field event areas, ADA-compliant access, lighting upgrades, drainage systems, building adaptations, parking analysis, and site planning. The report will also include the following:

- *Site Planning, Code Compliance, & Proposed Occupancy Loading*
  - Evaluate Emergency Life Safety requirements including fire access, emergency egress routes, and signage.
  - Assessing ingress and egress for both pedestrian and vehicular traffic.
  - Review spatial requirements for safe circulation and event operations.
  - Identify locations and specifications for regulatory signage and wayfinding.

- *Facility and Building Assessment*
  - Conduct an internal study of existing buildings to determine necessary adaptations, renovations or replacement.
  - Evaluate compliance with public service minimums:
    - Restrooms
    - Water fountains
    - Locker rooms
    - Equipment storage
  - Recommend upgrades or reconfigurations to meet accessibility and safety standards.
- *Athletic Field Design Feasibility*
  - Running Track: Layout and surfacing options for a 400-meter perimeter track.
  - Field Events: Spatial planning for long jump, high jump, shot put, and other events.
  - Multi-Purpose Infield: Surface options for multi-sport use.
  - ADA Sidewalks and Bleachers: Design and placement for accessibility and inclusive seating.
  - Drainage Systems: Engineering solutions to prevent water accumulation and ensure surface stability.

- *Lighting and Electrical Systems*
  - Evaluate existing lighting infrastructure.
  - Design upgrades using energy-efficient LED fixtures.
  - Assess pole locations for optimal illumination and minimal glare.

- *Parking Study*

- Analyze parking requirements based on maximum occupancy loads.
- Evaluate ADA compliance including maximum distance from accessible spaces to facility entrances.
- Recommend layout improvements or expansions to meet projected demand.

➢ *Regulatory Review*
- Identify applicable local, state, and federal regulations.
- Outline permitting requirements and timelines.

➢ *Recommendations and Next Steps*
- Summarize findings and provide a recommendation on project viability.
- Outline next steps for design development, stakeholder engagement, and funding strategies.

Task 8 – Meetings & Coordination

The Meetings and Coordination task will include organizing and facilitating regular project meetings with the City of Tamarac, consultants, and internal teams to ensure alignment of project goals, timelines, and deliverables. This task also includes meetings with community representatives to gather input and address concerns; developing and delivering professional presentations tailored to various audiences, including technical teams, decision-makers, and public forums; and maintaining clear documentation of all coordination activities to support transparency and informed decision-making throughout the feasibility study process.

Geotechnical Investigation

CPC will subcontract and perform twenty-six (26) Standard Penetration Test (SPT) borings within the site for this geotechnical study. The borings will be completed with truck or track-mounted drilling equipment. The depths are needed to evaluate the nature of the subsurface soils and general subsurface conditions for the proposed development. Two (2) borings will be performed to depths of 25 feet below grade for the light poles at 80 feet to 100 feet above ground height, six (6) borings will be performed to depths of 20 feet below grade for the light poles, six (6) borings will be performed to 15 feet for the bleachers, and twelve (12) borings will be performed to 6 feet below grade for the track field, and hydraulic conductivity testing. The geotechnical report will include test boring location plan as well as graphic logs of the soil test borings and results of laboratory test as performed.

The following deliverables will be submitted to the City's PM:

- Geotechnical report including test boring location plan as well as graphic logs of the soil test borings and results of laboratory test as performed – one (1) hard copy, and an electronic copy.

DELIVERABLES:

- Geotechnical Report (PDF)
- Full Feasibility Report (PDF)
- Conceptual Plans
- Conceptual Photometric Plan
- Conceptual Renderings
- Conceptual Cost Estimate

PHASE 2

Task 9 - Schematic (30%) Design Phase

Prior to starting the Schematic Design Phase, CPC will submit written confirmation of the CPC's understanding of City's project requirements, the overall Project schedule and budget. The City will provide written authorization to proceed to CPC to start with Design Phase of the project.
CPC will prepare plans as follows:

- Cover sheet including location map
- Notes, Details and Specifications Plans
- Demolition Plan
- Erosion Control Plans
- Paving, grading, drainage Plans
- Fencing Plans
- Signing and marking Plans
- Lighting Analysis including photometrics and voltage drop calculations
- Lighting Plans
- Light Poles Foundation Plans

CPC will prepare plan quantities and cost estimate

CPC will prepare 30% Drainage Report

The 30% Schematic Design will contain the following, as applicable:

- Aerial showing proposed 400-meter track and multi-use play field
- Geotechnical report
- Completed survey (By Others)
- List of all permits needed for project with contacts for each agency
- Identification of potential conflict with existing facilities
- ROM Construction Budget
- Documentation of all workshops and major decisions
- Site plan

The following deliverables will be submitted:

- Schematic Design – hard copies, and an electronic copy in PDF format.

Task 10-12 – Design Phase (60%, 90%, 100%)

Based on the City's requirements and the approved Schematic Design Documents and any adjustments thereto authorized by the City, CPC will prepare "Design Development Documents" (60, 90 and 100% design) for the Project which will consist of drawings other documents which fit and describe the final character of the Project.

As part of the Design Development Phase submittal, CPC will provide the following:

a. CPC will be responsible for the engagement, coordination and execution of any sub-consultants.

b. CPC will coordinate design review meetings and provide notes at each phase (60 and 90%) explaining the design, and all functional relationships contained in the Design Development Documents.

c. CPC will provide meeting notes indicating that CPC has met with all known local authorities regarding requirements and permits and has reviewed the design development documents with each authority and has implemented their comments in the design development documents.

d. The Construction Documents (90% design) will comply with all known governmental regulations and codes and will be sufficient to obtain necessary permit approvals with only minor edits for incorporation into the 100% Construction Documents.

e. Design deliverables shall contain the following, as applicable:

- Legends, abbreviations
- Site Survey (By Others)
- General Notes
- Horizontal Control Plans
- Demolition Plans
- Erosion Control Plans, including details and notes.
- Paving and Drainage Plans, including details and notes.
- Signing and Marking Plans
- Track and Sports field Lighting Plans
- Track and In-Field Area Surface Plans
- All the required technical specifications needed for the construction will be included in the plans
- Landscape and Irrigation Plans

- Updated construction cost estimate
- Final drawing list for construction documents

The following deliverables will be submitted:

- Coordinate design review meetings with the City and provide notes at each phase (60% and 90%) – one (1) hard copy and an electronic copy.
- Written responses to design review comments.
- 60% design drawings (22” X 34”)
- 90% design documents (22” X 34”)
- 100% design documents (22” X 34”)
- Bid Set Final design documents (22” X 34”)
- Final Bid Set design drawings one (1) hard copy and an electronic copy in PDF format

Task 13 - Permitting Assistance

The following tasks will be conducted as part of the permitting assistance for this project.

1. Meet with Agencies. Prior to commencing detailed design, CPC will coordinate with each of the known governmental agencies having jurisdiction over the project in order to confirm the agency’s design criteria required for the project.

   Agencies with jurisdiction may include the following:

   - City of Tamarac Engineering Department
   - City of Tamarac Building Department
   - South Florida Water Management District (SFWMD)
   - Broward County Stormwater License
   - Coordination with FP&L

   The following deliverables will be submitted as part of this Subtask:

- Calculations for drainage study (if existing site drainage is affected) – one (1) hard copy and an electronic copy
- Shape files for permit review – electronic copy
- Agency meeting summary notes – one (1) hard copy and an electronic copy

Task 14 – Bid Phase Services

CPC will assist the City with issuance and evaluating of bids or negotiating contracts with Contractors and Subcontractors for construction of the Project as part of its Basic Services.

CPC will attend the Pre-Bid Meeting, assist in preparation of Addenda and responses to bidder inquiries.

Permit Package Submittals. CPC will provide supplemental information required by City and other AHJs. This scope includes re-submittals as requested by each agency. Appropriate agency review comments will be incorporated into the permitting package and design deliverables.

The following deliverables will be submitted as part of this Subtask:

- Two final copies of each permit application will be submitted.

Assumptions during the Design Phase

The City of Tamarac will determine the appropriate City's staff involvement in the Project and will arrange for those individuals to be present at meetings and to provide written comments to CPC.

The City will provide property information. Title searches are excluded. Interviews, dialogue, and/or negotiations with property owners are excluded.

The City will be responsible for any easement acquisition that may be required for staging areas or pipe installation. Boundary survey(s) and legal description(s) are excluded. Appraisals are excluded.

CPC will identify areas where temporary or permanent easements may be required. Preparation of any required easement deeds, sketches, survey, and legal descriptions can be prepared by CPC as an Additional Service if requested by the City.

The City will provide sample front-end documents and CPC will prepare and coordinate the Bid/Contract Documents.

Unless otherwise advised by the City, the design will specify Contractor requirements to obtain any special permits such as those which may require work at night and/or noise abatement.

CPC will include the requirement for development of the maintenance of traffic plan (MOT) as applicable. The actual MOT plan will be done and executed by the Contractor.

If required by the City, non-routine permit needs can be addressed under a separate Work Order, or Amendment as required by the City. Non-routine permitting requirements that are not included in this Work Order are as follows:

- Re-zoning needs
- Special Exception Uses
- Variances and administrative appeals
- Board of Adjustment
- Deed restriction requirements associated with the proposed Project site
- Unapproved property plat
- Mailings to surrounding property owners that may be required as part of the permit application or permit requirements

Schedule assumes ten (10) business days review time per deliverable for the City and 45 calendar days' response time for Sunshine member agencies to identify their utilities within the Project site.

Additional Services (If needed, under separate Work Order)

If requested and approved by the City, CPC will provide Additional Services not included in the aforementioned Basic Services. These Additional Services will be invoiced at the Standard Hourly Rates for Additional Services as provided in EXHIBIT D. Other Direct Costs for Additional Services will be invoiced as a reimbursable expense.

1. Structural engineering for bleachers
2. Timing System and Scoreboard design
3. Athlete amenities including concession building and restrooms
4. Legal descriptions with sketches for easements and exhibits
5. Site plan processing
6. Plat amendment and zoning variations
7. Traffic Statements
8. Environmental Engineering Services
9. Any other services not included in this proposal

SCHEDULE OF SERVICES:
CPC will begin the performance of the above services on the date authorization to proceed is received. The schedule is subject to the delivery of information promised by the Client. If the Client requests that work under this Agreement be stopped, the schedule is subject to renegotiations, when authorization to proceed again is received.

Upon receipt of the Client's Notice to Proceed, CPC will prepare a project timeline for all Tasks described within this proposal.

Task	Calendar Days for completion	Cumulative Calendar Days to Completion from NTP
Phase 1		
Field Investigation –Geotechnical Investigation	30	30
10% Conceptual Phase	90	120
Phase 2		
Schematic (30%) Design Phase	90	150
Design Development Phase – 60%	60	210
Design Development Phase – 90%	30	270
Design Development Phase – 100%/Bid Set	30	300
Permitting Assistance	90	300
Contract Bidding and Negotiation Phase	90	390

COMPENSATION:
The following summary of fees identifies the Lump Sum and Not to Exceed fees for each Task to be provided by CPC for the scope of work above and billed monthly on a percentage of completion per Task.

	Task Description	Fees Lump Sum	Not to Exceed
Initial Task – Phase 1			
Task 1	Track Fitting Plan	$7,980.00	
Conceptual Phase – Phase 1			
Task 2	10% Conceptual Plans	$29,920.00	
Task 3	Conceptual Cost Estimate	$8,880.00	
Task 4	Conceptual Drainage Analysis	$22,540.00	
Task 5	Conceptual Photometric Plan	$5,180.00	
Task 6	Renderings	$7,980.00	
Task 7	Feasibility Report	$29,100.00	
Task 8	Meetings and Coordination		$5,460.00
Subtotal Phase 1		***$117,040.00***	
Design Phase – Phase 2			
Task 9	30% Schematic Design	$96,550.00	
Task 10	60% Design Plans	$83,200.00	
Task 11	90% Design Plans	$70,800.00	
Task 12	100% Construction Documents	$38,690.00	
Task 13	Permitting Assistance	$30,700.00	
Task 14	Bid Phase Services	$19,470.00	
Subtotal Phase 2		***$339,410.00***	
Total Phase 1 + Phase 2		***$456,450.00***	
Task 99	Reimbursable Expenses	$29,665.00	
Total		**$486,115.00**	

SERVICES NOT INCLUDED:

The following services are not anticipated in Phase 1 of the project and, therefore, are not included in this Agreement at this time. However, these services can be provided if requested as a part of Additional Services.

- Any services not specifically included herein
- Surveying Services
- Structural Engineering Services
- Stormwater Modeling
- Water/Wastewater Design
- Water/Wastewater Coordination
- Timing System and Scoreboard design
- Traffic Studies

- Traffic Signalization
- Lighting Design Services
- Landscape Design Services
- Civil Engineering Design
- Site Plan Processing
- Land Use Amendment Research
- Utility locates: identification of available utility connection points not available via existing as-built information
- As-built drawings
- Construction Services
- Construction Survey
- Environmental Services
- Platting
- Earthwork

Should work be required in these areas, or areas not previously described, CPC will prepare a contract proposal or contract amendment, at the Client's request containing the Scope of Services, Schedule, and Summary of Fees required to complete the additional work items.

END OF SCOPE OF SERVICES

CARNAHAN PROCTOR & CROSS

EXHIBIT C-2
ESTIMATE OF LABOR EFFORT AND COST

PROJECT NAME: City of Tamarac 400-Meter Running Track | CONSULTANT: | CONSULTANT: Carnahan, Proctor and Cross, Inc. | DATE: 14-Oct-25

CITY: City of Tamarac | PROJECT NO. | PROJECT NO. P25-273 | PREPARED BY: SZ

	Labor Classification	Practice Manger -EOR/AOR		Senior Engineering / Project Manager		Senior Engineer		Project Engineer II		Project Engineer I		Engineer CAD Tech		Professional Surveyor and Mapper		2 Man Survey Crew		Survey Cad Tech.						Interns		HOURS PER TASK	COST PER TASK
	SUMMARY OF TASKS	Hours	Billing Rate $ 300.00	Hours	Billing Rate $ 205.00	Hours	Billing Rate $ 185.00	Hours	Billing Rate $ 160.00	Hours	Billing Rate $ 125.00	Hours	Billing Rate $ 105.00	Hours	Billing Rate $ 160.00	Hours	Billing Rate $ 155.00	Hours	Billing Rate $ 105.00	Hours	Billing Rate	Hours	Billing Rate $ -	Hours	Billing Rate		
	Phase 1 - Conceptual Phase																										
1.0	Track Fitting Plan	1	$ 300.00	8	$ 1,640.00	8	$ 1,480.00	16	$ 2,560.00	16	$ 2,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	49	$ 7,980.00
2.0	10% Conceptual Plans	4	$ 1,200.00	24	$ 4,920.00	40	$ 7,400.00	40	$ 6,400.00	80	$ 10,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	188	$ 29,920.00
3.0	Conceptual Cost Estimate	4	$ 1,200.00	8	$ 1,640.00	8	$ 1,480.00	16	$ 2,560.00	16	$ 2,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	52	$ 8,880.00
4.0	Conceptual Drainage Analysis	4	$ 1,200.00	16	$ 3,280.00	36	$ 6,660.00	40	$ 6,400.00	40	$ 5,000.00															136	$ 22,540.00
5.0	Conceptual Photometric Plan	2	$ 600.00	4	$ 820.00	8	$ 1,480.00	8	$ 1,280.00	8	$ 1,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	30	$ 5,180.00
6.0	Renderings	1	$ 300.00	8	$ 1,640.00	8	$ 1,480.00	16	$ 2,560.00	16	$ 2,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	49	$ 7,980.00
7.0	Feasibility Report	4	$ 1,200.00	20	$ 4,100.00	40	$ 7,400.00	40	$ 6,400.00	80	$ 10,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	184	$ 29,100.00
8.0	Meetings and Coordination	4	$ 1,200.00	8	$ 1,640.00	8	$ 1,480.00	4	$ 640.00	4	$ 500.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	28	$ 5,460.00
	Total	24		96		156		180		260		0														716	**$ 117,040.00**
	Phase 2 - Design Phase																										
	30% Schematic Design																										
9.0	Cover Sheet Notes, Details and Specifications Plans Erosion Control Plans Demolition Plans Paving, Grading, and Drainage Plans Fencing Plans Signing and Marking Plans Photometric Plans	4	$ 6,000.00	40	$ 8,200.00	80	$ 14,800.00	80	$ 12,800.00	120	$ 15,000.00	160	$ 16,800.00		$ -		$ -		$ -		$ -		$ -		$ -	500	$ 73,600.00
	Lighting Analysis	2	$ 600.00	0	$ -	2	$ 370.00	0	$ -	0	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	4	$ 970.00
	Lighting Plans	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
	30% Drainage Report	4	$ 2,400.00	8	$ 1,640.00	24	$ 4,440.00	20	$ 3,200.00	20	$ 2,500.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	80	$ 14,180.00
	30% Cost Estimate	4	$ 2,400.00	8	$ 1,640.00	8	$ 1,480.00	8	$ 1,280.00	8	$ 1,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	40	$ 7,800.00
	Total	14		56		114		108		148		160		0		0		0		0		0				600	**$ 96,550.00**
	Design Phase (60%)																										
10	Cover Sheet Notes, Details and Specifications Plans Erosion Control Plans Demolition Plans Paving, Grading, and Drainage Plans Fencing Plans Signing and Marking Plans Photometric Plans	8	$ 2,400.00	40	$ 8,200.00	60	$ 11,100.00	80	$ 12,800.00	80	$ 10,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	268	$ 44,500.00
	Lighting Analysis	2	$ 600.00	8	$ 1,640.00	8	$ 1,480.00		$ -	0	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	18	$ 3,720.00
	Lighting Plans	4	$ 1,200.00	20	$ 4,100.00	40	$ 7,400.00		$ -	16	$ 2,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	80	$ 14,700.00
	60% Cost Estimate	4	$ 1,200.00	8	$ 1,640.00	8	$ 1,480.00	8	$ 1,280.00	8	$ 1,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	36	$ 6,600.00
	60% Drainage Report	2	$ 600.00	16	$ 3,280.00	16	$ 2,960.00	24	$ 3,840.00	24	$ 3,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	82	$ 13,680.00
	Total	20		92		132		112		128		0		0		0		0		0		0				484	**$ 83,200.00**
	Design Phase (90%)																										
11	Cover Sheet Notes, Details and Specifications Plans Erosion Control Plans Demolition Plans Paving, Grading, and Drainage Plans Fencing Plans Signing and Marking Plans Photometric Plans	4	$ 1,200.00	40	$ 8,200.00	80	$ 14,800.00	80	$ 12,800.00	80	$ 10,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	284	$ 47,000.00
	Lighting Analysis	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
	Lighting Plans	2	$ 600.00	4	$ 820.00	8	$ 1,480.00	16	$ 2,560.00	0	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	30	$ 5,460.00
	90% Cost Estimate	2	$ 600.00	16	$ 3,280.00	16	$ 2,960.00	16	$ 2,560.00	16	$ 2,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	66	$ 11,400.00
	90% Drainage Report	2	$ 600.00	4	$ 820.00	16	$ 2,960.00	16	$ 2,560.00	0	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	38	$ 6,940.00
	Total	10		64		120		136		96		0		0		0		0		0		0				418	**$ 70,800.00**
	Construction Documents (100%)																										
12	Cover Sheet Notes, Details and Specifications Plans Erosion Control Plans Demolition Plans Paving, Grading, and Drainage Plans Fencing Plans Signing and Marking Plans Photometric Plans	4	$ 1,200.00	4	$ 820.00	30	$ 5,550.00	50	$ 8,000.00	16	$ 2,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	104	$ 17,570.00
	Lighting Analysis	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
	Lighting Plans	2	$ 600.00	4	$ 820.00	8	$ 1,480.00	8	$ 1,280.00	16	$ 2,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	38	$ 6,180.00
	100% Cost Estimate	2	$ 600.00	8	$ 1,640.00	8	$ 1,480.00	8	$ 1,280.00	16	$ 2,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	42	$ 7,000.00
	100% Drainage Report	2	$ 600.00	4	$ 820.00	16	$ 2,960.00	16	$ 2,560.00	8	$ 1,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	46	$ 7,940.00
	Total	10		20		62		82		56																230	**$ 38,690.00**
13	**Permitting Assistance**																										
	Provide Permitting Assistance	4	$ 1,200.00	40	$ 8,200.00	40	$ 7,400.00	40	$ 6,400.00	60	$ 7,500.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	184	**$ 30,700.00**
		4		40		40		40		60																	
14	**Bid Phase Services**																										
	Bid Phase Services	2	$ 600.00	24	$ 4,920.00	24	$ 4,440.00	36	$ 5,760.00	30	$ 3,750.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	116	**$ 19,470.00**
		2		24		24		36		30																	
	STAFF TOTALS	84	$ 32,400.00	392	$ 80,360.00	648	$ 119,880.00	686	$ 109,760.00	778	$ 97,250.00	160	$ 16,800.00	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2,748.00	$ 456,450.00

NOTES:

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

TOTAL LABOR	**$ 456,450.00**
Expense Type	
Structural Analysis Light Pole Foundation Design	$ 7,500.00
Utility Location GPR & Soft Dig (6 locations)	$ -
Geotechnical Investigation	$ 13,665.00
Travel/Lodging	$ -
Permitting/Clearance Fees	$ 2,000.00
Printing Costs, Materials Boards, Presentation Materials	$ 5,500.00
Other Expenses	$ 1,000.00
GRAND TOTAL FEE	**$ 486,115.00**

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN THE CITY OF TAMARAC

AND

CARNAHAN PROCTOR & CROSS, INC.

THIS AGREEMENT is made and entered into this 14th day of DECEMBER 2022 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 Carnahan Proctor and Cross, Inc., a Florida corporation with principal offices located at 814 S. Military Trail, Deerfield Beach, Florida 33442, (the "Consultant") to provide for "as needed" project task services under this continuing services agreement.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Consultant agree as follows:

1. THE CONTRACT DOCUMENTS

The contract documents shall consist of this Agreement, Document No. 22-01Q, including all conditions therein, (including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within the document), any and all addenda, Proposal executed and submitted by the Consultant, specifications, bond(s), (if applicable), and insurance certificate(s), the City Resolution awarding the project, and all modifications issued after execution of this Agreement. These 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 of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. THE WORK

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

2.1.1 Consultant shall furnish all labor and materials, necessary to provide various "as needed", engineering project task services. Each project task required by the City shall be identified and described in detail by Consultant and approved in writing by the appropriate award authority of the City.

2.1.2 Consultant shall provide services for the following disciplines as referenced in RFQ 22-01Q:

- Civil Engineering
- Construction Project Management

2.1.3 Consultant shall perform engineering/architectural/surveying services as detailed in the specific Work/Task Authorization agreement as approved by City.

2.1.4 Consultant shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Consultant shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Consultant shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Consultant's expense.

2.1.5 Consultant 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.

2.1.6 Consultant shall comply with any and all Federal, State, and local laws and regulations currently in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Consultant, its employees, agents or sub-consultants, if any, with respect to the work and services described herein.

2.1.7 Consultant may be contracted to perform services related to a project funded by the Broward County transportation surtax, and further required to adhere to the requirements for the use of County Business Enterprises (CBE) by either being a CBE or contracting with CBE firms as sub-consultants or suppliers. Should the Consultant accept a Task Authorization for such a project, Consultant shall comply with the terms and conditions delineated in **"Attachment A- The Broward County Transportation Surtax Addendum for Municipal Consultant Agreements"** attached to this Agreement and the **"Special Provisions For The Broward County Transportation Surtax Program"** included in Document No. 22-01Q.

2.1.8 Consultant shall provide a schedule of hourly rates included herein as **Attachment B**.

3. COMPENSATION

The Contract Sum for all work awarded shall be detailed in writing for each separate Task Authorization.

4. TERM OF AGREEMENT

It is understood that this Agreement is a term contract for three (3) years from date of execution by City. The City may extend this contract for an additional three (3) year term, (up to a total of six (6) years) on an as needed basis subject to Consultant acceptance and satisfactory performance. No work shall be performed unless a specific Task Authorization is provided in writing to Consultant by appropriate City award authority. Each Work/Task Authorization shall include information as to start and completion times for that task.
In the event that no new Agreement is in place at the end of the six (6) year potential

total term, Consultant agrees to extend this Agreement on a month-to-month basis until new Agreements are awarded.

5. STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar

circumstances and Consultant shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

6. INDEMNIFICATION

6.1. Indemnification of City. The Consultant shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees including current, past, and future officers and employees, 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 Consultant or its Sub-Consultants, agents, officers, employees or independent contractors, or negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement, 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 of Tamarac or its elected or appointed officials and employees. 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 Consultant under the indemnification agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to the Consultant under this Agreement may be retained by City until all of City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

6.2. 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.

6.3. The Consultant 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.

6.4. The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant 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 Consultant. Furthermore, the City and

Consultant 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 Consultant's responsibility to indemnify.

6.5. 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 Consultant under the indemnification agreement.

6.6. 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.

7. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant and its sub-consultants 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 Consultant further agrees that he/she will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

8. INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Consultant 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 Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Consultant, which policies of Consultant shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Consultant's funds provided for herein. The Consultant 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 Consultant and the City and the City will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

9. PAYMENTS

Payment 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 and final inspection of the specific work order. Invoices must bear the RFP 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. The Consultant shall invoice the City and provide a written request to the City to commence the one-year warranty period. All necessary Release of Liens and Affidavits shall be processed before the warranty period. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

10. COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

11. INSURANCE

During the performance of the services under this Agreement, Consultant shall maintain the following insurance policies, and provide originals or certified copies of all policies, and shall be written by an insurance company authorized to do business in Florida.

Worker's Compensation Insurance: The Consultant shall procure ad 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-consultant 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. A Sixty-(60) day notice of cancellation is required and must be provided to the City of Tamarac via Certified Mail.

Comprehensive General Liability: The Consultant 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.

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

Professional Liability (Errors and Omissions) Insurance: $1,000,000.

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, its officers, employees and agents, must be named as an additional insured for General Liability coverage unless Owners and Consultants' 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. Additionally, if funding is derived from the Broward County Transportation Surtax Program, the Broward County Board of County Commissioners, its officers, employees and agents shall also be named as an additional insured for General Liability coverage.

The minimum limits of coverage shall be $1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The City must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.

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

Consultant 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.

12. CITY'S RESPONSIBILITIES

The City shall be responsible for providing access to all project sites, and for providing project-specific information.

13. TERMINATION OF AGREEMENT

13.1 **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 Consultant for such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the city against loss pertaining to this termination.

13.2 **Default by Consultant**: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Consultant 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 Consultant of written notice of such neglect or failure.

14. SCRUTINIZED COMPANIES

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Consultant certifies that Consultant is not participating in a boycott of Israel. Consultant further certifies that Consultant 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 the Iran Petroleum Energy Sector List, or has Consultant 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. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Consultant of the City's determination concerning the false certification. Consultant 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, Consultant 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 Consultant 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.

15. NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of City or in response to legal process.

16. UNCONTROLLABLE FORCES

Neither the City nor Consultant 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.

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.

17. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Broward County.

18. MISCELLANEOUS

18.1 **Non-waiver:** A waiver by either City or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the Event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18.2 **Severability:** 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.

18.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

18.4 **Merger; Amendment:** This Agreement constitutes the entire Agreement between the Consultant 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 Consultant and the City.

18.5 **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.

19. SUCCESSORS AND ASSIGNS

The City and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

20. CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant 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

Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

21. TRUTH-IN-NEGOTIATION CERTIFICATE

21.1 Truth-In-Negotiation: Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate serving as representation that the Consultant's compensation under this Agreement is based upon its representations to the City, and Consultant certifies that the wage rates, factual unit costs and other information supplied to substantiate the Consultant's compensation including, without limitation, in the negotiation of this Agreement, are accurate, complete and current as of the date of the Agreement.

21.2 Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

21.3 The City shall exercise its rights under this "Certificate" within one (1) year following payment.

22 OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all work products, documents, records, disks, original drawings, specifications or other information developed as a result of this Agreement shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City. Except as specifically authorized by the City in writing, information and other data developed or acquired by or furnished to Consultant in the performance of this Agreement shall be used only in connection with the services provided the City.

23. 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.

24. 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 NW 88th Avenue
Tamarac, Florida 33321-2401

With a copy to City Attorney at the following address:
Fox Rothschild, LLP
2 S. Biscayne Blvd, Suite 2750
Miami, FL 33131
Attn: John R. Herin, Jr.

CONSULTANT:

Mr. Gregory Proctor, PE, President
Carnahan, Proctor & Cross, Inc.
814 S. Military Trail
Deerfield Beach, Florida 33442

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.

Consultant shall be reasonably available to the City through telephone access and shall notify the City promptly of any absence or anticipated delay in the performance of services under this Agreement.

25. E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its sub-Consultants shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its sub-Consultants to provide Consultant with an affidavit stating that the sub-Consultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the sub-Consultant's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, or any sub-Consultant/sub-Consultant 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 sub-Consultant knowingly violated the provisions of this section; but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the sub-Consultant. 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. Consultant acknowledges that upon termination of this Agreement by the City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year.

Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Consultant or sub-Consultant shall insert in any subcontracts the clauses set forth in this section; requiring the sub-Consultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any sub-Consultant or lower tier sub-Consultant with the clauses set forth in this section.

26. PUBLIC RECORDS

26.1 CITY is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, CONSULTANT shall

26.1.1 Keep and maintain public records required by the CITY in order to perform the service;

26.1.2 Upon request from the CITY, 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.

26.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement and any renewals thereof if CONSULTANT does not transfer the records to the CITY.

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

26.2 During the term of this Agreement and any renewals, CONSULTANT shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

27. CUSTODIAN OF RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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

28. FEDERALLY FUNDED GRANT PROJECTS

When projects are funded by a grant provided by the United States Government, or when the CITY is a recipient of federal funding through a State or other governmental entity as a subrecipient, Consultant agrees to incorporate the requirements of Part 2 Code of Federal Regulations Appendix II enumerated in **Attachment C "Requirements for Projects Funded by Federal Grants."**

Remainder of Page Intentionally Blank

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

CITY OF TAMARAC

Kathleen Gunn, City Manager

12/16/22
Date

CITY OF TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY, FLORIDA

ATTEST:

Kimberly Dillon, CMC
City Clerk

12/20/2022
Date

Approved as to form and legal sufficiency:

John R. Herin, Jr., City Attorney

11/14/22
Date

ATTEST:

(Corporate Secretary)

Gregory Proctor, PE, Secretary
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Carnahan, Proctor & Cross, Inc.
Company Name

Signature

Gregory Proctor, PE, President
Name of President

October 6, 2022
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
:SS
COUNTY OF BROWARD :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Gregory Proctor of Carnahan, Proctor and Cross 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 October 6th, 2022.

MARIELA VASQUEZ
Notary Public-State of Florida
Commission # HH 259938
My Commission Expires
June 10, 2026

Mariela Vasquez
Signature of Notary Public
State of Florida at Large
FLORIDA
Mariela Vasquez
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.

Agreement Attachment A

BROWARD COUNTY TRANSPORTATION SURTAX ADDENDUM FOR MUNICIPAL CONSULTANT AGREEMENTS

BROWARD COUNTY TRANSPORTATION SURTAX ADDENDUM FOR MUNICIPAL CONSULTANT AGREEMENTS
(SURTAX PROJECT#_____ RFQ # 22-01Q)

This Transportation Surtax Addendum ("Addendum") is made and entered by and between the City of Tamarac, a municipality of the State of Florida ("Municipality"), and [INSERT NAME OF CONSULTANT], a _____ [corporation/limited liability company] ("Consultant") (each a "Party" and collectively referred to as the "Parties").

GENERAL CONDITIONS

A. The solicitation, purchase order, Work Authorization, and/or agreement between Municipality and Consultant (all of which shall be referred to in this Addendum as the "Consulting Agreement") is funded in whole or in part by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the "County Surtax Ordinance"). The Consulting Agreement is therefore subject to the terms and conditions of County Surtax Ordinance, Section 212.055(1) of the Florida Statutes, and the terms and conditions of the interlocal funding agreement between Broward County, a political subdivision of the State of Florida ("County") and Municipality to provide for funding of the Project (the "Funding Agreement").

B. The purpose of this Addendum is to incorporate the terms and conditions required by the County Surtax Ordinance, Section 212.055(1), Florida Statutes, and the Funding Agreement, into the Parties' Consulting Agreement.

C. Municipality has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected Consultant to perform the services hereunder.

D. All contract provisions required by the County Surtax Ordinance, Section 212.055(1) of the Florida Statute, and the Funding Agreement, as amended, are incorporated in this Addendum by reference, whether or not expressly set forth in the provisions below.

E. Consultant agrees to include the terms in this Addendum in each subcontract financed in whole or in part with transportation surtax funds levied pursuant to the County Surtax Ordinance.

F. In the event of any conflict between the terms contained in this Addendum and those contained in the Consulting Agreement, as amended, the terms of this Addendum shall prevail. Unless otherwise expressly provided by Florida law, any terms required by the County Surtax Ordinance and Section 212.055(1) of the Florida Statutes, as amended, shall control in the event of a conflict with any provisions contained in this Addendum.

G. The Parties agree to perform their respective obligations under the Consulting Agreement in accordance with the terms provided in this Addendum.

ARTICLE 1. DEFINITIONS

Whenever the following terms appear in this Addendum, the intent and meaning shall be interpreted as follows:

1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2 **Board** means the governing body of Municipality, its successors and assigns.

1.3 **Contract Administrator** means the Municipality's City Manager, or such other person designated by the City Manager in writing. The Contract Administrator is the representative of Municipality concerning the Project.

1.4 **Contractor** means the person, firm, corporation, or other entity who enters into an agreement with Municipality to perform the construction work for the Project.

1.5 County means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.

1.6 **County Business Enterprise or CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.7 **Notice to Proceed** means a written authorization to proceed with the Project, phase, or task, issued by the Contract Administrator.

1.8 **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.

1.9 **Project** means _____.

1.10 **Purchasing Director** means Municipality's City Manager or designee authorized to execute Work Authorizations provided for in the Consulting Agreement.

1.11 **Services** or **Scope of Services** means the work set forth in the Scope of Services or Statement of Work attached to the Consulting Agreement, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any optional services procured under the Consulting Agreement.

1.12 **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.13 **Subconsultant** means an entity or individual providing services to Municipality through Consultant for all or any portion of the work under this Agreement. The term "Subconsultant" shall include all subcontractors.

ARTICLE 2. EXHIBITS

Exhibit A	**Maximum Billing Rates**
Exhibit A-1	**Reimbursables for Direct Non-Salary Expenses**
Exhibit B	**Schedule of Subconsultants**

ARTICLE 3. TIME FOR PERFORMANCE; DAMAGES

3.1 Consultant shall perform the Services within the time periods specified in the Scope of Services. Time periods shall commence from the date of the applicable Notice to Proceed.

3.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at the Contract Administrator's sole option, require Consultant to submit the itemized deliverables and documents identified in the Scope of Services for the Contract Administrator's review.

3.3 If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by Municipality or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, Municipality shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

3.4 If (a) Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 4 for all Services rendered by Consultant beyond the substantial completion date.

3.5 Notwithstanding Section 3.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with Municipality, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to Municipality its proportional share of any claim for damages to Contractor arising out of

the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and Municipality are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

3.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by Municipality. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT

4.1 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement ("Reimbursable Expenses"), Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. Municipality shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

4.2 Salary Costs. The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in the Agreement.

4.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 4.2.

4.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit A are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit A for Consultant or any Subconsultant, Consultant shall reimburse Municipality based upon the actual costs determined by the audit. Municipality may withhold the amount Consultant is required to reimburse Municipality from any payment due Consultant.

4.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant's "home office" rates. Should it become appropriate during the course of this Agreement that a "field office" rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit A reflective of such rates for approval by Contract Administrator and, upon such Municipality's approval, invoice Municipality accordingly.

4.2.4 The total hours payable by Municipality for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant's or Subconsultant's personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 4.2. If a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

4.2.5 Consultant and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 4.2 remain in place.

4.3 Method of Billing.

4.3.1 For Maximum Amount Not-To-Exceed Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of

the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

4.3.2 For Lump Sum Compensation: Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

4.4 Fiscal Year. The continuation of this Agreement beyond the end of any Municipality fiscal year is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

ARTICLE 5. AUDIT RIGHTS AND RETENTION OF RECORDS

5.1. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any representative of Municipality and/or County (including and any outside representative engaged by either Municipality and/or County). Municipality and County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law, Municipality, and/or County). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

5.2. Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll

records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by Consultant or Subconsultants.

5.3. Municipality and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. Consultant hereby grants Municipality and County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by Municipality or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate workspace. Consultant shall provide Municipality and County with reasonable access to Consultant's facilities, and Municipality and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

5.4. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Municipality's disallowance and recovery of any payment upon such entry.

5.5. If an audit or inspection in accordance with this section discloses overpricing or overcharges to Municipality of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed, in addition to making adjustments for the overcharges, Consultant shall pay the actual cost of the audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to Consultant.

5.6. Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations as stated in this Article 5.

ARTICLE 6. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE COMPLIANCE

6.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

6.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit Municipality to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

6.3 Consultant must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit B (or a CBE firm substituted for a listed firm, if permitted) for ____ percent (__%) of total Services under this Agreement (the "Commitment") for the scope of the work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by Municipality, Consultant shall enter into formal contracts with the CBE firms listed in Exhibit B and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

6.4 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform Municipality immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.

6.5 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to Municipality arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Municipality, such liquidated damages amount shall be either credited against any amounts due from Municipality, or must be paid to Municipality within thirty (30) days after written demand. These liquidated damages shall be Municipality's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Consultant acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by Municipality, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

6.6 Consultant acknowledges that County may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this

Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify Municipality in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify Municipality of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

6.7 OESBD may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

6.8 No later than ten (10) business days after the end of the month, Consultant shall provide written monthly reports to the Contract Administrator and to OESBD (in the form and in the manner requested by OESBD) attesting to Consultant's compliance with the Commitment. In addition, Consultant shall allow Municipality and OESBD to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

6.9 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude Municipality or its representatives from inquiring into claims of nonpayment or exercising any right stated in the Consulting Agreement as amended herein.

ARTICLE 7. PUBLIC RECORDS

7.1 Public Records. To the extent Consultant is acting on behalf of Municipality as stated in Section 119.0701, Florida Statutes, Consultant shall:

7.1.1 Keep and maintain public records required by Municipality to perform the services under this Agreement;

7.1.2 Upon request from Municipality, provide Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

7.1.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Municipality; and

7.1.4 Upon completion or termination of this Agreement, transfer to Municipality, at no cost, all public records in possession of Consultant or keep and maintain public records required by Municipality to perform the services. If Consultant transfers the records to Municipality, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Municipality upon request in a format that is compatible with the information technology systems of Municipality.

7.2 A request for public records regarding this Agreement must be made directly to Municipality, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to Municipality to enable Municipality to respond to the public records request.

7.3 Any material submitted to Municipality that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to Municipality for records designated by Consultant as Trade Secret Materials, Municipality shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend Municipality and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK (954) 597-3505, CITYCLERK@TAMARAC.ORG, 7525 NW 88TH AVENUE, ROOM 101, TAMARAC, FLORIDA 33321.

ARTICLE 8. MISCELLANEOUS.

8.1 Indemnification of Municipality and County. The Consultant shall indemnify and hold harmless Municipality, its elected and appointed officials and employees including current, past, and future officers and employees, 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 Consultant or its Sub-consultants, agents, officers, employees or independent contractors, or negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of Municipality or its elected or appointed officials and employees. Municipality 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 Consultant under the indemnification agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Municipality's City Manager and City Attorney, any sums due to the Consultant under this Agreement may be retained by Municipality until all of Municipality's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Municipality. This provision as it applies to Municipality shall be in place for all projects and engagements that Consultant may receive as a result of any final agreement awarded to Consultant. When projects are funded by Broward County Transportation Surtax Project funds, the Consultant shall indemnify and hold harmless County, its elected and appointed officials and employees including current, past, and future officers and employees, 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 Consultant or its Subconsultants, agents, officers, employees or independent Consultants, or negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. County shall have 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 Consultant under the indemnification agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due to the Consultant under this Agreement may be retained by County until all of County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County.

8.2 Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of the Agreement.

8.3 Truth-In-Negotiation Representation. Consultant's compensation under the Agreement is based upon its representations to Municipality, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

8.4 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

8.5 Living Wage Requirement. To the extent Consultant is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Consultant agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Consultant shall ensure all of its Subconsultants that qualify as "covered employers" fully comply with the requirements of such ordinance.

8.6 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Addendum by reference. The attached Exhibits are incorporated into and made a part of the Consulting Agreement as amended herein.

8.7 Prior Agreements. The Agreement together with this Addendum represents the final and complete understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Agreement are contained in the Agreement and this Addendum.

8.8 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, Municipality may immediately terminate this Agreement for cause and Consultant will be liable for all costs incurred by Municipality due to the termination.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MUNICIPALITY, through its Board, signing by and through its City Manager authorized to execute same by Board action on the _____ day of _____, 20____, and CONSULTANT, signing by and through its _____, duly authorized to execute same.

CITY OF TAMARAC

ATTEST:

_____
Jennifer Johnson, CMC, City Clerk

By: _____
Kathleen Gunn, City Manager

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
John R. Herin, City Attorney

CONSULTANT

[FOR INDIVIDUAL]

WITNESSES:

_____
Signature

_____
Print/Type Name

_____
Signature

_____
Print/Type Name

By_____

_____
(Please Type Name)

___ day of _____, 20___.

[FOR CORPORATION]

ATTEST:

_____
Secretary

_____
(Typed Name of Secretary)

CORPORATE SEAL

_____
(Typed Name of Consultant/Firm)

By_____
President/Vice President

_____
(Typed Name and Title)

___ day of _____, 20___.

Exhibit A
Maximum Billing Rates

Project No: [Project Number]
Project Title: [Project Title]
Consultant/ Subconsultant Name: [Name]

TITLE	MAXIMUM HOURLY RATE ($/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE ($/HR)
[Insert staff titles]	$0.00				$0.00
	$0.00				$0.00
	$0.00				$0.00
	$0.00				$0.00
	$0.00				$0.00
	$0.00				$0.00
	$0.00				$0.00

Multiplier of X.XX is calculated as follows:

OVERHEAD = X.XX%
FRINGE = X.XX%
OPERATING MARGIN = X.XX%
MULTIPLIER = (1 + OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X OPERATING MARGIN)) / 1

[DELETE IF NOT APPLICABLE]

Notes:
Consultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

Consultant

_____
Name/Title

Date:_____

City of Tamarac

_____
Kathleen Gunn, City Manager

Date:_____

RFQ #22-01Q
BCF #202 Addendum 7/14/2021

Exhibit A-1
Reimbursables for Direct Non-Salary Expenses

Reimbursable	Maximum Reimbursable
Total Maximum Reimbursables:	

Exhibit B
Schedule of Subconsultants

Project No: [__]
Project Title: [__]
Facility Name: [__]

No.	Firm Name	Discipline
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

SPECIAL PROVISIONS FOR THE BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM

1. INTRODUCTION

The Broward County Board of County Commissioners levied a one cent ($.01) transportation surtax that was approved by voters the proceeds from which can be used to fund projects designed to improve transportation within the County that comply with the requirements outlined in Section 212.055(1), Florida Statutes.

Firms awarded continuing services contracts as a result of this solicitation may be requested to provide professional services supporting these projects. When providing services related to the transportation surtax, Successful Proposers will be required to agree to specific contract terms and conditions required by Broward County as included in this section titled "Special Provisions for Broward County Transportation Surtax Projects" and Attachment A to the attached Form Agreement for Professional Services with the City of Tamarac titled "Broward County Transportation Surtax Addendum for Municipal Consultant Agreements" and that may be amended by Broward County from time to time (the "Transportation Surtax Addendum").

2. PROVISIONS FOR COMPLIANCE WITH BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM

The Proposer is alerted that the provisions in this section the "Special Provisions for the Broward County Transportation Surtax Program" and the Transportation Surtax Addendum are additional requirements mandated when professional services are rendered in support of Broward County transportation surtax funded projects. For projects funded by the Broward County Transportation, in the event that a conflict arises between or among the requirements set forth in this solicitation and the Transportation Surtax Addendum, and any other provisions in this Section related to transportation surtax projects only, the provisions in the Transportation Surtax Addendum shall govern. These provisions shall not apply to non-transportation surtax projects.

In addition, when performing Broward County Transportation Surtax Program projects, pursuant to Broward County policy regarding professional independence of consultants, a firm performing design services for such projects shall not be permitted to also perform construction engineering and inspection (CEI) services for the same project.

3. PROCESS TO FOLLOW FOR SEEKING CBE PARTICIPATION FOR COMPLIANCE WITH BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM

3.1 Upon request to provide a quotation for a project funded through the Broward County Transportation Surtax Program.

When the City informs Consultant that a project Consultant is being selected for will incorporate funding from the Broward County transportation surtax, the Consultant shall be required to adhere to the following procedure to obtain compliance with the Office of

Economic and Small Business Development (OESBD) County Business Enterprise (CBE) program.

A. The Broward County OESBD will establish a CBE participation goal for each project funded with transportation surtax funds. That goal will be provided to the City, and City will inform Consultant of the required goal for that project. Goals established will usually require approximately 30% CBE participation either self-performed by a certified CBE firm, or utilizing CBE certified sub-consultants. The OESBD reserves the right to increase, decrease or eliminate a goal depending on the type of project being requested.

B. Consultants who are headquartered in Broward County and who may meet the requirements of the OESBD to become certified as a Broward County Business Enterprise are strongly encouraged to submit a request for certification as a CBE. Certification that Consultant is a CBE will allow the Consultant to self-perform work to attain the CBE goals for each project without the need to sub-contract with other firms. Information about how to become a certified CBE may be found at the following url: https://www.broward.org/EconDev/SmallBusiness/Pages/Certification.aspx

C. Firms that do not qualify as a Broward County CBE will need to make a good faith effort to sub-contract with a sub-consultant to meet the established project CBE goal. As a means to assist the Consultant, the OESBD maintains an online Directory of CBE Firms. The online directory is available for use by the Consultant and may be accessed at the following url: https://www.broward.org/EconDev/DoingBusiness/Pages/CertifiedFirmDirectories.aspx . Consultant shall review the Directory of CBE Firms to find firms with whom the Consultant may utilize as sub-consultants for the specified project.

D. The Consultant will be required to report their list of the CBE firms that they plan to use by preparing all forms required by the OESBD along with their final proposal for each individual project which will be filed with the OESBD. If the required forms and information are not provided with the Consultant's final project proposal submittal, then the Consultant must supply the required forms and information no later than three (3) business days after receipt of a request from OESBD. The Consultant may be deemed non-responsible (or the Municipality's equivalent) for failure to fully comply with CBE Program Requirements within these stated timeframes and may be disqualified from performing the specific project for which they provided the project proposal. The following forms are required to be used when submitting information about CBE firms with whom the Consultant will sub-contract for the performance of the work in support of the OESBD-established CBE Goal for each project.

1. Consultant should include in its project proposal submittal a Letter of Intent between Consultant and selected County Business Enterprise (CBE) Sub-Consultant or Sub-Consultant for each CBE firm the Consultant intends to use to achieve the assigned CBE participation goal. Also, in the event that the Consultant is a CBE, Consultant shall use this form for their own business. The required form is available at the following url: https://www.broward.org/EconDev/SmallBusiness/Documents/SurtaxProjectsServicesIntent.pdf

2. If Consultant is unable to attain the CBE participation goal, the Consultant should include in its project proposal submittal a Broward County OESBD "Application for Evaluation of Good Faith Efforts" form with all required documentation supporting Consultant's good faith efforts to contract with CBE. The form required for this type of submittal is available at the following link: https://www.broward.org/EconDev/SmallBusiness/Documents/GoodFaithEffortsEvaluation.pdf. The Broward County OESBD will review the documentation and determine if Consultant's justification is adequate. The OESBD reserves the right to reject such requests where other information available may support that there are qualified CBE firms available to meet the project goal requirements.

E. **Contract Administration Process:** If awarded a Work/Task Authorization by the City, Consultant agrees to and shall comply with all applicable requirements of the Broward County Business Opportunity Act and the OESBD CBE Program in the award and administration of the Task Authorization including, but not limited to, the following:

1. Consultant may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.

2. All entities that seek to conduct business with the Municipality, including Consultant or any subconsultants, subcontractors, and Bidders, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the disqualification of the Consultant from performing the project, including the cessation of contract negotiations, revocation of CBE certification (if applicable), and suspension or debarment from future transportation surtax project contracts.

3. If Consultant fails to meet or make Good Faith Efforts (as defined in the Broward County Business Opportunity Act) to meet the CBE

participation commitment (the "Commitment"), then Consultant shall pay the Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.

4. Consultant shall comply with all applicable requirements of the Business Opportunity Act in the award of the project Task Authorization. Failure by Consultant to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the Municipality to terminate the Task Authorization or to exercise any other remedy provided under the contract or other applicable laws, with all such remedies being cumulative.

5. Consultant shall pay its CBE subconsultants and suppliers, within fifteen (15) days following receipt of payment from the Municipality, for all completed subcontracted work and supplies. If Consultant withholds an amount from CBE Sub-Consultants or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the Municipality.

F. **Monthly Utilization Report (MUR)**: Consultant understands that the City and County will monitor Consultant's compliance with the CBE Program requirements for transportation surtax projects. Consultant must provide the City with a Monthly Utilization Report (MUR) by the 10th of each month to confirm its compliance with the Commitment agreed to in the contract; MURs can be submitted to the City at the City of Tamarac project manager as assigned for each project, and online through the Broward County's Contracts Central application, at the following url:

https://www.broward.org/EconDev/Documents/CBE_MUR_SURTAX_MUNICIPALITY_JUNE2020A.pdf . Timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the Municipality's payment of vendor/firm under the contract.

G. **OESBD Contact Information**: For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: https://www.broward.org/EconDev/Pages/localcertificationprograms.aspx

TAMARAC
The City For Your Life

Agreement Attachment B
Schedule of Hourly Rates

CARNAHAN PROCTOR & CROSS 40 years

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

Attachment C – REQUIREMENTS FOR PROJECTS FUNDED BY FEDERAL GRANTS

THIS EXHIBIT APPLIES ONLY TO PROJECTS UTILIZING FEDERAL FUNDING AND DOES NOT APPLY TO PROJECTS THAT DO NOT UTILIZE FEDERAL FUNDING

This document shall be incorporated as a contract document attachment for Consultant's Agreement for Continuing Services, #22-01Q for Projects performed under this Agreement which may be partially or fully funded through a federal grant provided to the City of Tamarac ("CITY"). Therefore, when the CITY engages in contracting for such projects. Consultants should familiarize themselves with the regulations and requirements contained below and in Part 2 C.F.R. 200 Sections 317-327 "PROCUREMENT STANDARDS", provided for reference, and must comply with the applicable provisions of 2 C.F.R. Appendix II included herein when CITY projects are funded with Federal Funds. **THIS PROVISION SHALL NOT APPLY TO ANY PROJECTS FUNDED BY BROWARD COUNTY MOBILITY ACCESSIBILITY PROJECT FUNDS.**

For purposes of this Agreement, any references to a "Non-Federal entity" of a "subrecipient" of a State included herein shall mean the City of Tamarac ("CITY").

Consultant agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules, and regulations which may pertain to the Services required under the Agreement, including but not limited to the following:

1. **200.317 PROCUREMENT BY STATES & NON-FEDERAL ENTITIES**

   When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

2. **200.318 (a-b)GENERAL PROCUREMENT STANDARDS**

   The CITY has documented procurement procedures and will conform to the procurement standards identified in §§ 200.317 through 200.327. In accordance with the requirements of this grant/s, the CITY shall maintain oversight to ensure that Consultants perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders

3. **200.318 (c)(1) FEDERAL NON-CONFLICT**

   a. The CITY maintains written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ

any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the CITY may neither solicit nor accept gratuities, favors, or anything of monetary value from Consultants or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the CITY.

b. The CITY maintains written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the CITY is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

4. **200.318 (d) AVOIDING ACQUISITION OF UNNECESSARY OR DUPLICATIVE ITEMS**

The CITY shall consider consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.

5. **200.318 (e) PROMOTE COST-EFFECTIVE USE OF SHARED SERVICES**

To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the CITY encourages entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

6. **200.318 (f) SURPLUS PROPERTY**

The CITY encourages the use of Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

7. **200.318 (g) VALUE ENGINEERING**

The CITY encourages the use of value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at an overall lower cost.

8. **200.318 (h) RESPONSIBLE CONTRACTOR**

The CITY shall award contracts only to responsible Consultants possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as Consultant integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.

9. **200.318 (i) HISTORY/METHODOLOGLY OF PROCUREMENT**

The CITY shall maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, Consultant selection or rejection, and the basis for the contract price.

10. **200.318 (j) TIME-AND-MATERIALS CONTRACT**

The CITY may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the Consultant exceeds at its own risk. Time-and-materials type contract means a contract whose cost to the CITY is the sum of:

a. The actual cost of materials; and
b. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the Consultant for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the Consultant exceeds at its own risk. Further, if this methodology is utilized the CITY awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the Consultant is using efficient methods and effective cost controls.

11. **200.318 (k)** The CITY alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the CITY of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the CITY unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

12. **200.319 COMPETITION**

a. All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.

b. In order to ensure objective Consultant performance and eliminate unfair competitive advantage, Consultants that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
   1. Placing unreasonable requirements on firms in order for them to qualify to do business;
   2. Requiring unnecessary experience and excessive bonding;
   3. Noncompetitive pricing practices between firms or between affiliated companies;
   4. Noncompetitive contracts to consultants that are on retainer contracts;
   5. Organizational conflicts of interest;
   6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
   7. Any arbitrary action in the procurement process.

c. The CITY must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When

contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

d. The CITY has written procedures for procurement transactions. These procedures must ensure that all solicitations:
   1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
   2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

e. The CITY has ensured that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the CITY has not precluded potential bidders from qualifying during the solicitation period.

f. Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

13. 200.320 Methods of procurement to be followed

The CITY has documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

a. ***Informal procurement methods.*** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT),* as defined in § 200.1, or a lower threshold established by the CITY, formal procurement methods are not required. The CITY may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:
   1. ***Micro-purchases –***
      i. ***Distribution.*** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in § 200.1). To the maximum extent practicable, the CITY should distribute micro-purchases equitably among qualified suppliers.
      ii. ***Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the CITY considers the price to be reasonable based on research, experience, purchase history or other information and documents it

files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the CITY.

iii. ***Micro-purchase thresholds.*** The CITY is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the CITY must be authorized or not prohibited under State, local, or tribal laws or regulations. The CITY may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

iv. ***CITY increase to the micro-purchase threshold up to $50,000.*** The CITY may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The CITY may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

A. A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

B. An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

C. For public institutions, a higher threshold consistent with State law.

v. ***The CITY may increase to the micro-purchase threshold over $50,000.*** Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The CITY must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

2. ***Small purchases –***

i. ***Small purchase procedures.*** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the CITY.

ii. ***Simplified acquisition thresholds.*** The CITY is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the CITY must be authorized or not prohibited under State, local, or tribal laws or regulations.

b. ***Formal procurement methods.*** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by the CITY, formal procurement methods are required. Formal procurement methods require following documented procedures.

Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the CITY determines to be appropriate:

1. ***Sealed bids.*** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.
   i. In order for sealed bidding to be feasible, the following conditions should be present:
      A. A complete, adequate, and realistic specification or purchase description is available;
      B. Two or more responsible bidders are willing and able to compete effectively for the business; and
      C. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
   ii. If sealed bids are used, the following requirements apply:
      A. Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
      B. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
      C. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
      D. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
      E. Any or all bids may be rejected if there is a sound documented reason.
2. ***Proposals.*** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:
   i. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any

response to publicized requests for proposals must be considered to the maximum extent practical;

ii. The CITY has a written method for conducting technical evaluations of the responsible proposals received and making selections;

iii. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the CITY, with price and other factors considered; and

iv. The CITY may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

c. **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

1. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
2. The item is available only from a single source;
3. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
4. The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the CITY; or
5. After solicitation of a number of sources, competition is determined inadequate.

14. **200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that Consultant is required to take the affirmative steps listed in items (a.) through (e.) below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

15. **200.322 Domestic preferences for procurements (NOT APPLICABLE TO THIS AGREEMENT FOR PROFESSIONAL SERVICES)**

a. As appropriate and to the extent consistent with law, the CITY, to the greatest extent practicable under a Federal award, will provide a preference and encourages the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.

b. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. **200.322 Procurement of recovered materials (NOT APPLICABLE TO THIS AGREEMENT FOR PROFESSIONAL SERVICES)**

The CITY encourages and the Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. **200.324 Contract cost and price**

a. The CITY has performed a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the CITY has made independent estimates before receiving bids or proposals.

b. The CITY shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

c. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the CITY under subpart E of this part. The

CITY may reference its own cost principles that comply with the Federal cost principles.

d. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

18. **200.325 Federal awarding agency or pass-through entity review**

a. The CITY will make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the CITY desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

b. The CITY shall make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

1. The CITY's procurement procedures or operation fails to comply with the procurement standards in this part;
2. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
4. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

c. The CITY would be exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

1. The CITY may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
2. The CITY may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the CITY that it is complying with these standards. The CITY must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

19. **200.326 Bonding Requirements**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may

accept the bonding policy and requirements of the CITY provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

a. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the Consultant for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

c. A payment bond on the part of the Consultant for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

20. **200.327 Contract provisions**

The CITY's contracts shall contain the applicable provisions described in appendix II to this part.

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Appendix II of 2 CFR 200

Consultant agrees to all Provisions shown below under Appendix II of 2 CFR 200 as sections which are hereby incorporated in this Agreement for projects utilizing Federal Grant Funding:

1. **FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

   The CITY and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract. CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-Consultant who will be subject to its provisions.

2. **ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL**

   The Consultant shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultantwhich are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

3. **EQUAL EMPLOYMENT OPPORTUNITY**

   The Consultant shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their Consultants or subgrantees). All Consultants and sub-Consultants performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

4. **DAVIS-BACON & RELATED ACTS –**

   This requirement shall not apply to work performed by Consultant under this Agreement, however, Consultant may be required to include requirements for adherence to these statutes when developing Scope of Work / Specification documents for a federally funded project requiring construction, alteration or repair of public buildings or public works.

   If construction, alteration or repair of public buildings or public works project is funded or assisted under one or more Federal statutes, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

a. Consultant shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, Consultant must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Consultant must be required to pay wages not less than once a week.

b. The Davis-Bacon Act requires that each contract over $2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, Consultants or their sub-Consultants are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

c. In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. Davis-Bacon wage determinations are to be *used* in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

5. **COPELAND ANTI-KICKBACK ACT.**

a. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. Consultant must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City must report all suspected or reported violations to the Federal awarding agency.

b. Subcontracts. The Consultant or sub-Consultant shall insert in any subcontracts the clause above and such other clauses as the FEMA or other administering Federal agency may by appropriate instructions require, and also a clause requiring the sub-Consultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any sub-Consultant or lower tier sub-Consultant with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and sub-Consultant as provided in 29 C.F.R. § 5.12.

6. **CONTRACT WORK HOURS AND SAFETY STANDARDS.**

The Consultant shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

"Compliance with the Contract Work Hours and Safety Standards Act."

a. (1) Overtime requirements. No Consultant or sub-Consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty

hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Consultant and any sub-Consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and sub-Consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. (3) Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or sub-Consultant under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or sub-Consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

d. (4) Subcontracts. The Consultant or sub-Consultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-Consultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any sub-Consultant or lower tier sub-Consultant with the clauses set forth in paragraphs (b)(1) through (4) of this section."

7. **FEDERAL CLEAN AIR AND WATER ACTS**

Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the applicable federal administrating agency and the Regional Office of the Environmental Protection Agency (EPA).

8. **DHS SEAL, LOGO, AND FLAGS.**

Consultant shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

9. **SUSPENSION AND DEBARMENT.**

a. Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

b. If the resulting contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

c. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

d. This certification is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

e. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. ADMINISTRATIVE, CONTRACTUAL, OR LEGAL REMEDIES

If Consultant fail to perform to the satisfaction of the City any material requirement of the contract or is in violation of a material provision of the contract, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within a set time frame outlined in the contract. In the event that a dispute, if any, arises between City and Consultant relating to this Agreement, performance or compensation hereunder, Consultant shall continue to render service in full compliance with all terms and conditions of the resulting agreement as interpreted by City regardless of such dispute. Unless otherwise provided for in the resulting agreement, all claims, counter-claims, disputes and other matters in question between the City and the Contractor, arising out of or relating to the resulting agreement, or the breach of it, will be first forwarded to the City Manager, the parties agree to reasonably negotiate the for resolution of the matter, upon failure of said negotiations to resolve the dispute, the parties may present the matter to a court of competent jurisdiction.

11. RIGHTS TO INVENTIONS

Consultant agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

12. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the CITY, contractor, or any other party pertaining to any matter resulting from the contract.

13. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. Consultant will comply with all applicable federal law, regulations,

executive orders, policies, procedures, and directives.

14. FRAUDULENT STATEMENTS

Consultant acknowledges that 31 U.S.C. Chap. 38 applies to Contractor's actions pertaining to this Agreement.

15. ANTI-LOBBYING.

Consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. This provision is applicable to all Federal-aid construction contracts and to all related sub-contracts which exceed $100,000 (49 CFR 20). The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

16. RECYCLED PRODUCTS / RECOVERED MATERIALS

The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962),

including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

Consultant shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

18. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that Consultant is required to take the affirmative steps listed in items (a.) through (e.) below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

f. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

g. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

h. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

i. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

j. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

19. REPORTING & RETENTION OF RECORDS

Pursuant to 44 CFR 13.36(i)(7), Consultant shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the U.S. Department of Housing and Urban Development, the applicable federal Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of Consultant which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide applicable federal Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement. Notwithstanding any other requirement set forth in this solicitation or the resulting agreement, all required records shall be retained for at minimum three (3) years after final payments and all other pending matters are closed.

20. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Prohibitions: Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an

executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception applies, the Consultant and its sub-Consultants may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain 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 of any system; (ii) Enter into, extend, or renew a contract to procure or obtain 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 of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, 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.

a. **Exceptions:** This Section does not prohibit Consultant from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

b. **Reporting requirement:** In the event Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Consultant is notified of such by a sub-Consultant at any tier or by any other source, the Consultant shall report the information required of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. The Consultant shall report the following information: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information required of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The Consultant shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

c. **Domestic Preference for Procurements:** As appropriate, and to the extent

consistent with law, the Consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

If applicable, the Consultant grants to City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, Consultant will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, Consultant will deliver to the Consultant data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by Contractor.

22. PERSONALLY, IDENTIFIABLE INFORMATION

In accordance with 2 C.F.R. §200.303, regarding internal controls of a non-Federal entity, Consultant must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a Consultant or employee should experience any loss or potential loss of PII, the City shall be notified immediately of the breach or potential breach.

23. RIGHTS IN DATA

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Consultant pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

24. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, Consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

25. INSPECTION AND ACCEPTANCE

The City has the right to review, require correction, if necessary, and accept the work

products produced by the Contractor. Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the City does not issue written comments and/or required corrections within thirty (30) days from the date of receipt of such product from the Contractor. The Consultant shall make any required corrections promptly at no additional charge and return a revised copy of the product to the City within seven (7) days of notification or a later date if extended by the City. Failure by the Consultant to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the City may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

26. **DOCUMENTATION OF COSTS**

All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.

27. **INCREASING SEAT BELT USE IN THE UNITED STATES.**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultantis encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

28. **REDUCING TEXT MESSAGING WHILE DRIVING**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

29. **DISCRIMINATION PROHIBITED.**

Statutes and regulations prohibiting discrimination which may be applicable to the resulting agreement include, without limitation, the following:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§

12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

30. DRUG FREE WORKPLACE

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691).

31. PROHIBITION OF GRATUITIES

By submission for this solicitation, the Consultant certifies that no employee has or shall benefit financially or materially from such submission or subsequent contract. Any contract issued as a result of this solicitation may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

Agreed to and incorporated into Consultant's Continuing Services Agreement #22-01Q

Carnahan Proctor & Cross

Company Name

Signature of Authorized Representative

Greg Proctor

Type/Print Name of Authorized Representative

11/18/2022

Date

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: February 25, 2026

SUBMITTED BY: Fariel Khan

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14369

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14369 - A Resolution of the City Commission of the City of Tamarac, Florida, revising the Investment Policy of the City of Tamarac attached hereto as Exhibit "A," to reflect current regulations; to authorize the utilization of certain investment instruments and to authorize the adjustment of the investment parameters and duration; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: Please place Temporary Resolution #14369 authorizing a revision to the City of Tamarac Investment Policy on the February 25, 2026, Commission Agenda.

BACKGROUND:

The present Investment Policy was amended in 2010 via Resolution R-2010-75, to allow for the use of additional FDIC instruments and to update the parameters used for the determination of our investments.

The City's Investment advisor, recommend that the City change the investment policy to reflect changes in the regulatory environment, specifically the 2023 Florida Statute 218.415 relating to investment decisions. Other changes include slight changes to the investment parameters, investments duration, the use of Supernationals and the use of Collateralized Mortgage Obligations (CMO).

Additionally, the enhancements seek to add a Glossary of Cash Management terms, and an Investment Pool/Fund Questionnaire.

Specific changes are outlined in Exhibit A. (attached)

The objectives of the policy remain the same, being (1) safety, (2) liquidity and (3) risk, with an added (4) transparency.

ISSUE: Regulatory changes have led to changes in the investment climate. A revision of the present Investment Policy is needed to adjust the investment guidelines; these guidelines will be consistent with the GFOA recommended guidelines and the current investment climate.

STRATEGIC GOALS: Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:

TR14369 Memo - Investment Policy2.docx
TR14369 Investment Policy Resolution .docx
TR 14369- Exhibit A (Clean).pdf
TR 14369 Exhibit A (Redline).pdf

City of Tamarac
Interoffice Memorandum
Financial Services Department
ADMINISTRATIVE DIVISION

To: **Levent Sucuoglu, City Manager**

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

Date: **February 17, 2026**

Re: **Temporary Resolution #14369 – Investment Policy Enhancements**

Recommendation:

The Director of Financial services recommends that Temporary Resolution #14369 be placed on the February 25, 2026, Commission Agenda authorizing a revision to the City of Tamarac Investment Policy.

Issue:

Recent regulatory changes have impacted the investment environment. A revision to the City's current Investment Policy is necessary to align investment guidelines with updated statutory requirements, the current investment climate, and the recommended best practices of the Government Finance Officers Association (GFOA).

Background:

The City's current Investment Policy was last amended in 2010 through Resolution R-2010-75. That amendment expanded the use of additional FDIC-insured instruments and updated investment parameters used in determining allowable investments.

Since that time, regulatory updates, particularly revisions to Florida Statute 218.415 which has necessitated further policy updates. In 2023, the statute was amended to include "Investment Decision" language requiring that local governments invest public funds based solely on pecuniary factors, defined as considerations that have a material effect on risk or return. The statute prohibits sacrificing investment return or increasing risk to promote social, political, or ideological interests and reinforces adherence to the "prudent person" standard.

Additionally, 2025 statutory changes expanded the range of permissible investment instruments for local governments, including provisions prohibiting the requirement of a minimum bond rating for certain authorized investments.

These changes include slight changes to the investment parameters, adding a maximum allocation limit of 20% to callable agency securities, investments duration, the use of Supernationals and the use of Collateralized Mortgage Obligations (CMOs).

Additionally, the enhancements seek to add a Glossary of Cash Management terms (Appendix 1) to provide greater clarity around investment industry language; and an Investment Pool/Fund Questionnaire(Appendix 2), these questions to be considered before investing in local government investment pools or money funds.

Specific revisions are outlined in Exhibit A. (attached)

The objectives of the policy remain the same, being (1) safety, (2) liquidity and (3) risk, with an added (4) transparency.

Fiscal Impact:

This change will have no expenditure impact on the city. It is hoped that this change will improve our yields on our investments while maintaining the safety of our investment.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, REVISING THE INVESTMENT POLICY OF THE CITY OF TAMARAC ATTACHED HERETO AS EXHIBIT “A”, TO REFLECT CURRENT REGULATIONS; TO AUTHORIZE THE UTILIZATION OF CERTAIN INVESTMENT INSTRUMENTS AND TO AUTHORIZE THE ADJUSTMENT OF THE INVESTMENT PARAMETERS AND DURATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an investment policy provides the formal structure that governs the activities of investment official(s) and clarifies the City’s investment objectives, standards, and activities; and WHEREAS, the City Commission of the City of Tamarac adopted an Investment Policy by Resolution R-96-67 on March 27, 1996, and amended it in 2000, 2001, 2002, 2004, 2008, 2009 and 2010, which is available in the City Clerk’s office; ; and

WHEREAS, Section 218.415, Florida Statutes, governing local government policies, was amended by the Florida Legislature in 2025 to update requirements and best practices for the management and safeguard of public funds; and

WHEREAS, the City is required to ensure that its Investment Policy remains consistent with current state law and reflects prudent financial management, transparency, and risk mitigation standards; and

WHEREAS, amending the City's Investment Policy is necessary to align with the revised statutory provisions and to continue safeguarding public funds in a manner consistent with sound fiscal stewardship; and

WHEREAS, the City Manager, the Director of Financial Services and the Investment Advisor recommend changes to the City Investment Policy to align with State Law, provide more flexibility and support specific investment vehicles as further outlined below; and

WHEREAS, Section 218.415 (24), Florida Statutes requires that Investment decisions must be based solely on pecuniary factors and may not subordinate the interests of the people of Florida to other objectives ; and

WHEREAS, the Director of Financial Services wishes to make changes to the investment duration and types of instruments that the City may invest in; and

WHEREAS, the Director of Financial Services wishes to add (1) Glossary of Cash Management terms, (2) Investment Pool/Fund Questionnaire; 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 revise the Investment Policy to promote compliance, accountability, and the continued protection of public resources and to allow the City to participate in certain investment products. .

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 authorizes the appropriate City Officials to amend the City's Investment Policy for updated regulations; to authorize the utilization of certain investment instruments; and to authorize the amending of the investment parameters and duration.

SECTION 3: The City Commission authorizes the appropriate City Officials to amend the City's Investment Policy by amending Section III. “Investment Objectives”, Section IX. "Authorized Investment Institutions and Dealers”, Section X. “Maturity and Liquidity Requirements”, Section XII. "Authorized Investments and Portfolio Composition", Section XIV “Performance Measurements”, Section XVII “Third Party Custodial Agreements” and by adding Appendix 1 “Glossary of Investment Terms” and Appendix 2 “Investment Pool/Fund Questionnaire” to said Investment Policy in order to authorize utilization of and diversification in certain investment instruments as authorized by Section 218.415 (16), Florida Statutes and other changes outline in Exhibit A.

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

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or

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

SECTION 6: This Resolution shall become effective immediately upon 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

INVESTMENT POLICY

CITY OF TAMARAC, FLORIDA

APPROVED ON 02/25/2026

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Investment Policy
The City of Tamarac, Florida

I. PURPOSE

The purpose of this policy is to set forth the investment objectives and parameters for the management of public funds of the City of Tamarac, Florida (hereinafter "City"). These policies are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this investment policy applies to all cash and investments held or controlled by the City with the exception of Pension Funds and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Funds held by state agencies (e.g., Department of Revenue) are not subject to the provisions of this policy.

III. INVESTMENT OBJECTIVES

Safety of Principal

The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Maintenance of Liquidity

The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return of Investment

Investment portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return of investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

Investment Decisions:

Pursuant to Section 218.415 (24), Florida Statutes, Investment decisions must be based solely on pecuniary factors and may not subordinate the interests of the people of Florida to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns.

IV. DELEGATION OF AUTHORITY

In accordance with the Charter of the City of Tamarac, the responsibility for providing oversight and direction in regard to the management of the investment program resides with the City Manager. The daily management responsibility for all City funds in the investment program and investment transactions is delegated to the Financial Services Director and the Controller. The Financial Services Director shall establish written procedures for the operation of the investment portfolio and a system of internal accounting and administrative controls to regulate the activities of employees. The City may employ an Investment Manager to assist in managing some of the City's portfolios. Such Investment Manager must be registered under the Investment Advisors Act of 1940.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported to the City Manager in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "Prudent Person" rule states the following:

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the Investment Advisor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Financial Services Director shall establish a system of internal controls and operational procedures that are in writing and made a part of the City's operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping/custody, repurchase agreements, and separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts and collateral/depository agreements. No person may engage in an investment transaction except as authorized under the terms of this policy.

Independent auditors, as a normal part of the annual financial audit to the City, shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

The Director of Financial Services Director, the Assistant Director of Financial Services, and other appropriate staff shall annually complete eight hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized City staff and Investment Advisors shall only purchase securities from financial institutions, which are qualified as public depositories by the Treasurer of the State of Florida; instutitions designated as "Primary Securities Dealers" by the Federal Reserve Bank of New York, direct issuers of commercial paper and bankers' acceptances or approved non-primary securities dealers.

All approved non-primary securities dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule) must provide the following information prior to executing investment trades with the City:

1. Annual financial statement, as well as most recent quarterly statement.
2. Regulatory history, through either the Office of the Comptroller of the Currency for dealer banks, or the FINRA for securities firms.
3. Statement of any pending lawsuits materially affecting the firm's business.

Authorized City staff and Investment Advisors shall only enter into repurchase agreements with financial institutions that are state qualified public depositories and primary securities dealers as designated by the Federal Reserve Bank of New York.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months.

Investments of bond reserves, construction funds, and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five and a quarter (5.25) years.

The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Financial Services Director, the Controller or the Investment Advisor has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers on securities in question. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

A. Telerate Information Systems

B. Bloomberg Information Systems including but not limited to the BOOM, FIT, NIM and TRACE fixed income securities transactional and market transparency systems.

C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing.

D. Nationally recognized independent fixed income market pricing services such as IDC.

The Financial Services Director, the Controller, or the Investment Advisor shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgement of the Financial Services Director, the Controller, or the Investment Advisor, competitive bidding would inhibit the selection process.

Examples of when this method may be used include:

A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process

B. When no active market exists for the issue being traded due to the age or depth of the issue

C. When a security is unique to a single dealer, for example, a private placement

D. When the transaction involves new issues or issues in the “when issued” market

Overnight sweep repurchase agreements will not be bid, but may be placed with the City’s depository bank relating to the demand account for which the repurchase agreement was purchased.

XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs, and such cash flows are subject to revisions as market conditions and the City’s needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Financial Services Director, or the Controller may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the City’s custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. The Financial Services Director or the Controller shall have the option to further restrict investment percentages from time to time based on market conditions, risk, and diversification investment strategies. The percentage allocations requirements of investment types and issuers are calculated based on the original cost of each investment. Investments not listed in this policy are prohibited.

The credit quality of any eligible investment will be evaluated using the following Nationally Recognized Statistical Rating Organizations (NRSROs): Standard & Poor's, Moody's or Fitch (or any of their successor agencies). Ratings requirements are effective at the time of purchase. If a security is downgraded by a NRSRO to a level below the quality required by the investment policy, the City will review the credit situation and make a determination as to whether to sell or retain the securities in the portfolio.

A. The Florida Local Government Surplus Funds Trust Fund ("SBA")

1. Investment Authorization

   The Financial Services Director may invest in the SBA.

2. Portfolio Composition

   A maximum of 50% of available funds may be invested in the SBA.

B. United States Government Securities

1. Purchase Authorization

   The Financial Services Director may invest in negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

   Cash Management Bills
   Treasury Securities – State and Local Government Series ("SLGS")
   Treasury Bills
   Treasury Notes
   Treasury Bonds
   Treasury Strips

2. Portfolio Composition

   A maximum of 100% of available funds may be invested in the United States Government Securities.

3. Maturity Limitations

   The maximum length to maturity of any direct investment in the United States Government Securities is five and a quarter (5.25) years from the date of settlement.

C. United States Government Agencies

1. Purchase Authorization

The Financial Services Director may invest in bonds, debentures, notes or callables issued or guaranteed by the United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following:

United States Export – Import Bank
- Direct obligations or fully guaranteed certificates of beneficial ownership

Farmer Home Administration
- Certificates of beneficial ownership

Federal Financing Bank
- Discount notes, notes and bonds

Federal Housing Administration Debentures
- Government National Mortgage Association (Note: GNMA is a government-owned corporation within HUD. GNMA MBS securities are fully guaranteed by the U.S. government.)

General Services Administration

United States Maritime Administration Guaranteed
- Title XI Financing

New Communities Debentures
- United States Government guaranteed debentures

United States Public Housing Notes and Bonds
- United States Government guaranteed public housing notes and bonds

United States Department of Housing and Urban Development
- Project notes and local authority bonds

This shall include securities issued under the Temporary Liquidity Guarantee Program under which the FDIC guarantees the full and timely payment of principal and interest on qualified securities.

2. Portfolio Composition.

A maximum of 50% of available funds may be invested in United States Government agencies.

3. Limits on Individual Issuers

A maximum of 10% of available funds may be invested in individual United States Government agencies.

4. Maturity Limitations

The maximum length to maturity for an investment in any United States Government agency security is five and a quarter (5.25) years from the date of settlement.

D. Federal Instrumentalities (United States Government Sponsored Enterprises (GSEs) and Federally Owned Corporations (FOCs))

1. Purchase Authorization

The Financial Services Director may invest in bonds, debentures, notes or callables issued or guaranteed by GSEs and FOCs which are non-full faith and credit instrumentalities limited to the following:

Federal Farm Credit Bank (FFCB)
Federal Home Loan Bank or its district banks (FHLB)
Federal National Mortgage Association (FNMA)
Federal Home Loan Mortgage Corporation (FHLMC) including Federal Home Loan Mortgage Corporation participation certificates
Federal Agricultural Mortgage Corporation (FRMAC)
Tennessee Valley Authority (TVA) – An instrumentality of the U.S. Government as a "Federally Owned Corporation" as distinct from a GSE.

2. Portfolio Composition

A maximum of 75% of available funds may be invested in Federal Instrumentalities GSEs and FOCs.

3. Limits on Individual Issuers

A maximum of 35% of available funds may be invested in any one issuer.

4. Maturity Limitations

The maximum length to maturity for an investment in any GSE or FOC security is five and a quarter (5.25) years from the date of settlement.

5. Callable Limitations

A maximum of 20% of the portfolio may be invested in callable agency securities.

E. Interest Bearing Certificates of Deposits, Time Deposits or Saving Accounts

1. Purchase Authorization

The Financial Services Director may invest in certificates of deposit, time deposits or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes. Additionally, the bank shall not be listed with any recognized credit watch information service.

2. Portfolio Composition

A maximum of 10% of available funds may be invested in certificates of deposit, time deposits or savings accounts.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be deposited with any one issuer.

4. Maturity Limitations

The maximum maturity on any certificate shall be no greater than one (1) year from the date of settlement.

F. Repurchase Agreement

1. Purchase Authorization

   a. The Financial Services Director may invest in repurchase agreements composed of only those investments based on the requirements set forth by the City's Master Repurchase Agreement. All firms are required to sign the Master Repurchase Agreement prior to the execution of a repurchase agreement transaction.

   b. A third party custodian with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. A clearly marked receipt that shows evidence of ownership must be supplied to the Financial Services Director and retained.

   c. Securities authorized for collateral are negotiable direct obligations of the United States Government, Government Agencies, and United States Government Instrumentalities as authorized in Section XII Paragraph D with maturities under five (5) years and must have a market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from the 102 percent requirement are permissible only upon the approval of the Financial Services Director.

2. Portfolio Composition

   A maximum of 25% of available funds may be invested in repurchase agreements excluding one (1) business day agreements and overnight sweep agreements.

3. Limits on individual issuers.

   A maximum of 10% of available funds may be invested with any one institution.

4. Limits on Maturities

   The maximum length to maturity of any repurchase agreement is 90 days from the date of settlement.

G. Commercial Paper

1. Purchase Authorization

   The Financial Services Director may invest in commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper) or their equivalents. If the commercial paper is backed by a letter of credit ("LOC"), the long-term debt of the LOC provider must be rated in the "A" category or better by at least two nationally recognized rating agencies.

2. Portfolio Composition

   A maximum of 25% of available funds may be directly invested in prime commercial paper.

3. Limits on individual issuers

   A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for prime commercial paper shall be 270 days from the date of settlement.

H. Banker's Acceptance

1. Purchase Authorization

The Financial Services Director may invest in bankers' acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which is eligible for purchase by the Federal Reserve System, at the time of purchase, the short-term paper is rated, at a minimum, "P-1" by Moody's Investors Services and "A-1" Standard & Poor's or their equivalents.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in Bankers' acceptances.

3. Limits on Individual Issuers

A maximum of 10% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length of maturity for bankers' acceptances shall be 180 days from the date of settlement.

I. State and/or Local Government Taxable and/or Tax-Exempt Debt

1. Purchase Authorization

The Financial Services Director may invest in state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least "A3" by Moody's and "A--" by Standard & Poor's or their equivalents..

2. Portfolio Composition

A maximum of 20% of available funds may be invested in taxable and tax-exempt debts.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations

A maximum length to maturity for an investment in any state or local government debt security is five and a quarter (5.25) years from the date of settlement.

J. Registered Investment Companies (Mutual Funds)

1. Investment Authorization

The Financial Services Director may invest in shares in open-end, no-load mutual funds provided such funds are registered under the Federal Investment Company Act of 1940 and operated in accordance with 17 C.F.R. § 270.2a-7. In addition, the Financial Services Director may make investments in other types of mutual funds provided such funds are registered under the Federal Investment Company Act of 1940, invest exclusively in the securities specifically permitted under this investment policy, and are similarly diversified.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in mutual funds.

3. Limits of Individual Issuers

A maximum of 10% of available funds may be invested with any one non-SEC Rule 2a-7 investment mutual fund.

4. Rating Requirements

The mutual funds shall be rated "AAm: or "AAm-G" or better by Standard & Poor's, or the equivalent by another rating agency.

5. Due Diligence Requirements

A thorough review of any investment mutual fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Financial Services Director that will contain a list of questions that covers the major aspects of any investment pool/fund.

K. Intergovernmental Investment Pool

1. Investment Authorization

The Financial Services Director may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes and provided that said funds contain no derivatives.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in intergovernmental investment pools.

3. Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Financial Services Director that will contain a list of questions that covers the major aspects of any investment pool/fund.

L. Corporate Obligations or Corporate Notes

1. Investment Authorization

The Financial Services Director may invest in U.S. dollar denominated corporate obligations or corporate notes.

2. Portfolio Composition

   A maximum of 25% of available funds may be invested in corporate obligations or corporate notes.

3. Limits of Individual Issuers

   A maximum of 5% of available funds may be invested with any one corporate note.

4. Rating Requirements

   Corporate obligations or notes shall have two of the following three minimum ratings: A-, A3 or A- as rated by Standard & Poor's and/or Moody's and/or Fitch Investors Services rating services.

5. Maturity Limitations

   A maximum length to maturity for an investment in any corporate obligation or note is five and a quarter (5.25) years from the date of settlement.

M. Mortgage-Backed Securities (MBS) and Collateralized Mortgage Obligations (CMOs)

1. Investment Authorization

   The Financial Services Director may invest in mortgage-backed securities (MBS) and collateralized mortgage obligations (CMOs) which are usually based on mortgages that are guaranteed by a government agency or instrumentality for payment of principal and a guarantee of timely payment.

2. Portfolio Composition

   A maximum of 15% of available funds may be invested in MBS and CMOs.

3. Limits of Individual Issuers

   A maximum of 5% of available funds may be invested with any one MBS or CMO.

4. Rating Requirements

   MBS shall be AA rated or better by Standard & Poor's or the equivalent by another rating agency.

5. Maturity Limitations

   A maximum length to maturity for an investment in any MBS or CMO is five and a quarter (5.25) years from the date of settlement. The maturity of mortgage securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

N. Asset-Backed Securities (ABS)

1. Investment Authorization

The Financial Services Director may invest in asset-backed securities (ABS) which are bonds or notes backed by financial assets.

2. Portfolio Composition

A maximum of 10% of available funds may be invested in ABS.

3. Limits of Individual Issuers

A maximum of 5% of available funds may be invested with any one ABS.

4. Rating Requirements

ABS shall be AA rated or better by Standard & Poor's or the equivalent by another rating agency.

5. Maturity Limitations

A maximum length to maturity for an investment in any ABS is five and a quarter (5.25) years from the date of settlement. The maturity of asset-backed securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

O . Supranationals

1. Investment Authorization

The Financial Services Director may invest in US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in supranationals.

3. Limits of Individual Issuers

A maximum of 10% of available funds may be invested with any supranational issuer.

4. Rating Requirements

Supranationals shall be rated AA or its equivalent or better by at least two NRSROs.

5. Maturity Limitations

A maximum length to maturity for an investment in any Supranational obligation is five and a quarter (5.25) years from the date of settlement.

XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements requires specific City Commission approval prior to their use. If the City Commission approves the use of derivative products, the Financial Services Director shall develop sufficient understanding of the derivative products and have the expertise to manage them. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. If the City Commission approves the use of reverse repurchase agreements or other forms of leverage, the investment shall be limited to transactions in which the proceeds are intended to provide liquidity and for which the Financial Services Director has sufficient resources and expertise to manage them.

XIV. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolio's performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

A. The S & P Rated LGIP Index/All will be used as a benchmark as compared to the portfolio's net book value rate of return for current operating funds.

B. A market benchmark index will be used as a benchmark for the performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon. The index will be used as a benchmark to be compared to the portfolio's total rate of return. The City shall select an appropriate, readily available index to use as a market benchmark.

C. Investment advisors will report performance on both book value (on operating funds only) and total rate of return basis (on long-term funds) and compare results to the above-stated benchmarks.

D. In order to manage market risk, the duration of the portfolio will generally be approximately equal to the duration (plus or minus 20%) of the market benchmark.

XV. INVESTMENT COMMITTEE

The City of Tamarac Charter, Section 4.12 states the following:

> "The commission, by ordinance, shall create an investment advisory committee consisting of at least five (5) members from the general public.
>
> The purpose of the committee is to recommend, counsel and advise the appropriate city officials in all matters of financial investments as provided by state laws, ordinances, resolutions and Charter of the City of Tamarac." (Res. No. CBR-86-6, § 1, 1-17-86)
>
> The City Commission will establish an Investment Advisory Committee, pursuant to Ordinance, for the purpose of recommending, counseling and advising the City Manager in all matters of financial investments and shall be responsible to keep

abreast of current investment trends, receive the input of administrative officers regarding investment concepts for the City, and make recommendations thereon to the City Manager (and his designees), and file such reports with the mayor and City Commission as necessary. The Committee shall have no administrative authority and shall not be directly involved in the ongoing process of investment of city funds.

The members of the Investment Advisory Committee shall be appointed by the City Commission on an annual basis and serve at the pleasure of the City Commission without compensation. The chairman of the Committee shall be appointed by the City Commission. The Committee may have a Commission liaison and may have a staff liaison assigned to it by the City Manager.

The Committee, or quorum of the Committee, shall meet, at a minimum, every other month, or as often as deemed necessary, to review, discuss and affirm or alter the current investment strategy.

XVI. REPORTING

The Financial Services Director shall provide the Investment Advisory Committee with monthly/quarterly investment reports. Schedules in the quarterly report should include the following:

A. A listing of individual securities held at the end of the reporting period

B. Percentage of available funds represented by each investment type

C. Coupon, discount or earning rate

D. Average life or duration and final maturity of all investments

E. Par value and market value

On a monthly/quarterly basis, the Financial Services Director shall prepare and submit to the City Commission a written report on all invested funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, income earned, the book value, the market value and the yield on each investment.

The report will show performance on both a book value (for short-term investments) and total rate of return basis (for long-term investments) and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB standards. Investment reports shall be available to the public.

XVII. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchased by, and all collateral obtained by; the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Financial Services Director and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from custody, or shall be permitted unless by such a duly authorized person. All investment transactions shall be conducted on a delivery-versus-payment basis.

XVIII. INVESTMENT POLICY ADOPTION

The investment policy shall be adopted by a City Ordinance. The Financial Services Director and the Controller shall review the policy annually and the City Commission shall approve any modification made thereto.

APPROVED AND ADOPTED BY THE CITY COMMISSION OF TAMARAC, FLORIDA ON June 9, 2010.

Appendix 1: GLOSSARY OF INVESTMENT TERMS

AGENCIES. Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE),* or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASKED. The price at which a seller offers to sell a security.

ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER'S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BID. The price at which a buyer offers to buy a security.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than $250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the institution and other participating institutions in amounts that are less than $250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COST YIELD. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

CURRENT YIELD. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

FEDERAL FUNDS RATE. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

FEDERAL OPEN MARKET COMMITTEE. A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL GOVERNMENT INVESTMENT POOL. An investment by local governments in which their money is pooled as a method for managing local funds.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MARKING TO MARKET. The process of posting current market values for securities in a portfolio.

MATURITY. The final date upon which the principal of a security becomes due and payable.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO). A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CD. A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

PREMIUM. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

PREPAYMENT SPEED. A measure of how quickly principal is repaid to investors in mortgage securities.

PREPAYMENT WINDOW. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRUDENT PERSON (PRUDENT INVESTOR) RULE. An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

REALIZED YIELD. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

REGIONAL DEALER. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer's name.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which

have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

VOLATILITY. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

Appendix 2 - INVESTMENT POOL/FUND QUESTIONNAIRE

1. A description of eligible investment securities, and a written statement of investment policy and objectives.

2. A description of interest calculations and how it is distributed, and how gains and losses are treated.

3. Does the pool have a stable net asset value or floating net asset value?

4. What are the liquidity gates?

5. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.

6. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.

7. A schedule for receiving statements and portfolio listings.

8. Are reserves, retained earnings, etc. utilized by the pool/fund?

9. A fee schedule, and when and how is it assessed.

10. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

INVESTMENT POLICY

CITY OF TAMARAC, FLORIDA

APPROVED ON ~~06/09/10~~ 02/25/2026

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Investment Policy
The City of Tamarac, Florida

I. PURPOSE

The purpose of this policy is to set forth the investment objectives and parameters for the management of public funds of the City of Tamarac, Florida (hereinafter "City"). These policies are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this investment policy applies to all cash and investments held or controlled by the City with the exception of Pension Funds and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Funds held by state agencies (e.g., Department of Revenue) are not subject to the provisions of this policy.

III. INVESTMENT OBJECTIVES

Safety of Principal
The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Maintenance of Liquidity
The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return of Investment
Investment portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return of investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

Investment Decisions:
Pursuant to Section 218.415 (24), Florida Statutes, Investment decisions must be based solely on pecuniary factors and may not subordinate the interests of the people of Florida to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns.

IV. DELEGATION OF AUTHORITY

In accordance with the Charter of the City of Tamarac, the responsibility for providing oversight and direction in regard to the management of the investment program resides with the City Manager. The daily management responsibility for all City funds in the investment program and investment transactions is delegated to the Financial Services Director and the Controller. The Financial Services Director shall establish written procedures for the operation of the investment portfolio and a system of internal accounting and administrative controls to regulate the activities of employees. The City may employ an Investment Manager to assist in managing some of the City's portfolios. Such Investment Manager must be registered under the Investment Advisors Act of 1940.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported to the City Manager in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "Prudent Person" rule states the following:

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the Investment Advisor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Financial Services Director shall establish a system of internal controls and operational procedures that are in writing and made a part of the City's operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping/custody, repurchase agreements, and separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts and collateral/depository agreements. No person may engage in an investment transaction except as authorized under the terms of this policy.

Independent auditors, as a normal part of the annual financial audit to the City, shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

The Director of Financial Services Director, the Assistant Director of Financial Services~~Controller~~, and other appropriate staff shall annually complete eight hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized City staff and Investment Advisors shall only purchase securities from financial institutions, which are qualified as public depositories by the Treasurer of the State of Florida; instutitions designated as "Primary Securities Dealers" by the Federal Reserve Bank of New York, direct issuers of commercial paper and bankers' acceptances or approved non-primary securities dealers.

All approved non-primary securities dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule) must provide the following information prior to executing investment trades with the City:

1. Annual financial statement, as well as most recent quarterly statement.
2. Regulatory history, through either the Office of the Comptroller of the Currency for dealer banks, or the ~~NASD~~ FINRA for securities firms.
3. Statement of any pending lawsuits materially affecting the firm's business.

Authorized City staff and Investment Advisors shall only enter into repurchase agreements with financial institutions that are state qualified public depositories and primary securities dealers as designated by the Federal Reserve Bank of New York.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months.

Investments of bond reserves, construction funds, and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five and a quarter (5.25) years.

The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Financial Services Director, the Controller or the Investment Advisor has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers on securities in question. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

A. Telerate Information Systems

B. Bloomberg Information Systems including but not limited to the BOOM, FIT, NIM and TRACE fixed income securities transactional and market transparency systems.

C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing.

D. Nationally recognized independent fixed income market pricing services such as IDC.

The Financial Services Director, the Controller, or the Investment Advisor shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgement of the Financial Services Director, the Controller, or the Investment Advisor, competitive bidding would inhibit the selection process.

Examples of when this method may be used include:

A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process

B. When no active market exists for the issue being traded due to the age or depth of the issue

C. When a security is unique to a single dealer, for example, a private placement

D. When the transaction involves new issues or issues in the “when issued” market

Overnight sweep repurchase agreements will not be bid, but may be placed with the City’s depository bank relating to the demand account for which the repurchase agreement was purchased.

XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs, and such cash flows are subject to revisions as market conditions and the City’s needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Financial Services Director, or the Controller may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the City’s custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. The Financial Services Director or the Controller shall have the option to further restrict investment percentages from time to time based on market conditions, risk, and diversification investment strategies. The percentage allocations requirements of investment types and issuers are calculated based on the original cost of each investment. Investments not listed in this policy are prohibited.

The credit quality of any eligible investment will be evaluated using the following Nationally Recognized Statistical Rating Organizations (NRSROs): Standard & Poor's, Moody's or Fitch (or any of their successor agencies). Ratings requirements are effective at the time of purchase. If a security is downgraded by a NRSRO to a level below the quality required by the investment policy, the City will review the credit situation and make a determination as to whether to sell or retain the securities in the portfolio.

A. The Florida Local Government Surplus Funds Trust Fund ("SBA")

1. Investment Authorization

The Financial Services Director may invest in the SBA.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in the SBA.

B. United States Government Securities

1. Purchase Authorization

The Financial Services Director may invest in negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

Cash Management Bills
Treasury Securities – State and Local Government Series ("SLGS")
Treasury Bills
Treasury Notes
Treasury Bonds
Treasury Strips

2. Portfolio Composition

A maximum of 100% of available funds may be invested in the United States Government Securities.

3. Maturity Limitations

The maximum length to maturity of any direct investment in the United States Government Securities is five and a quarter (5.25) years from the date of ~~purchase~~ settlement.

C. United States Government Agencies

1. Purchase Authorization

The Financial Services Director may invest in bonds, debentures, notes or callables issued or guaranteed by the United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following:

United States Export – Import Bank
- Direct obligations or fully guaranteed certificates of beneficial ownership

Farmer Home Administration
- Certificates of beneficial ownership

Federal Financing Bank
- Discount notes, notes and bonds

Federal Housing Administration Debentures
- Government National Mortgage Association (Note: GNMA is a government-owned corporation within HUD. GNMA MBS securities are fully guaranteed by the U.S. government.)

General Services Administration

United States Maritime Administration Guaranteed
- Title XI Financing

New Communities Debentures
- United States Government guaranteed debentures

United States Public Housing Notes and Bonds
- United States Government guaranteed public housing notes and bonds

United States Department of Housing and Urban Development
- Project notes and local authority bonds

This shall include securities issued under the Temporary Liquidity Guarantee Program under which the FDIC guarantees the full and timely payment of principal and interest on qualified securities.

2. Portfolio Composition.

A maximum of 50% of available funds may be invested in United States Government agencies.

3. Limits on Individual Issuers

A maximum of 10% of available funds may be invested in individual United States Government agencies.

4. Maturity Limitations

The maximum length to maturity for an investment in any United States Government agency security is five and a quarter (5.25) years from the date of ~~purchase~~ settlement.

D. Federal Instrumentalities (United States Government Sponsored Enterprises (GSEs) and Federally Owned Corporations (FOCs))

1. Purchase Authorization

The Financial Services Director may invest in bonds, debentures, notes or callables issued or guaranteed by GSEs and FOCs which are non-full faith and credit instrumentalities limited to the following:

Federal Farm Credit Bank (FFCB)
Federal Home Loan Bank or its district banks (FHLB)
Federal National Mortgage Association (FNMA)
Federal Home Loan Mortgage Corporation (FHLMC) including Federal Home Loan Mortgage Corporation participation certificates
Federal Agricultural Mortgage Corporation (FRMAC)
Tennessee Valley Authority (TVA) – An instrumentality of the U.S. Government as a "Federally Owned Corporation" as distinct from a GSE.

2. Portfolio Composition

A maximum of 75% of available funds may be invested in Federal Instrumentalities GSEs and FOCs.

3. Limits on Individual Issuers

A maximum of 3~~2~~5% of available funds may be invested in any one issuer.

4. Maturity Limitations

The maximum length to maturity for an investment in any GSE or FOC security is five and a quarter (5.25) years from the date of ~~purchase~~settlement.

5. Callable Limitations

A maximum of 20% of the portfolio may be invested in callable agency securities.

E. Interest Bearing Certificates of Deposits, Time Deposits or Saving Accounts

1. Purchase Authorization

The Financial Services Director may invest in certificates of deposit, time deposits or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes. Additionally, the bank shall not be listed with any recognized credit watch information service.

2. Portfolio Composition

A maximum of 10% of available funds may be invested in certificates of deposit, time deposits or savings accounts.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be deposited with any one issuer.

4. Maturity Limitations

The maximum maturity on any certificate shall be no greater than one (1) year from the date of ~~purchase~~settlement.

F. Repurchase Agreement

1. Purchase Authorization

a. The Financial Services Director may invest in repurchase agreements composed of only those investments based on the requirements set forth by the City's Master Repurchase Agreement. All firms are required to sign the Master Repurchase Agreement prior to the execution of a repurchase agreement transaction.

b. A third party custodian with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. A clearly marked receipt that shows evidence of ownership must be supplied to the Financial Services Director and retained.

c. Securities authorized for collateral are negotiable direct obligations of the United States Government, Government Agencies, and United States Government Instrumentalities as authorized in Section XII Paragraph D with maturities under five (5) years and must have a market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from the 102 percent requirement are permissible only upon the approval of the Financial Services Director.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in repurchase agreements excluding one (1) business day agreements and overnight sweep agreements.

3. Limits on individual issuers.

A maximum of 10% of available funds may be invested with any one institution.

4. Limits on Maturities

The maximum length to maturity of any repurchase agreement is 90 days from the date of ~~purchase~~settlement.

G. Commercial Paper

1. Purchase Authorization

The Financial Services Director may invest in commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and~~–~~ "A-1" by Standard & Poor's (prime commercial paper) or their equivalents. If the commercial paper is backed by a letter of credit ("LOC"), the long-term debt of the LOC provider must be rated in the "A" category or better by at least two nationally recognized rating agencies.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in prime commercial paper.

3. Limits on individual issuers

A maximum of ~~10~~5% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for prime commercial paper shall be ~~180~~ 270 days from the date of ~~purchase~~settlement.

H. Banker's Acceptance

1. Purchase Authorization

The Financial Services Director may invest in bankers' acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which is eligible for purchase by the Federal Reserve System, at the time of purchase, the short-term paper is rated, at a minimum, "P-1" by Moody's Investors Services and "A-1" Standard & Poor's or their equivalents.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in Bankers' acceptances.

3. Limits on Individual Issuers

A maximum of 10% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length of maturity for bankers' acceptances shall be 180 days from the date of ~~purchase~~settlement.

I. State and/or Local Government Taxable and/or Tax-Exempt Debt

1. Purchase Authorization

The Financial Services Director may invest in state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least "~~Aa2~~A3" by Moody's and "A~~-A-~~" by Standard & Poor's or their equivalents. ~~for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt~~.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in taxable and tax-exempt debts.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations

A maximum length to maturity for an investment in any state or local government debt security is ~~three~~ five and a quarter (~~3~~5.25) years from the date of ~~purchase~~settlement.

J. Registered Investment Companies (Mutual Funds)

1. Investment Authorization

The Financial Services Director may invest in shares in open-end, no-load mutual funds provided such funds are registered under the Federal Investment Company Act of 1940 and operated in accordance with 17 C.F.R. § 270.2a-7. In addition, the Financial Services Director may make investments in other types of mutual funds provided ~~such funds~~such funds are registered under the Federal Investment Company Act of 1940, invest exclusively in the securities specifically permitted under this investment policy, and are similarly diversified.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in mutual funds.

3. Limits of Individual Issuers

A maximum of 10% of available funds may be invested with any one non-SEC Rule 2a-7 investment mutual fund.

4. Rating Requirements

The mutual funds shall be rated "AAm: or "AAm-G" or better by Standard & Poor's, or the equivalent by another rating agency.

5. Due Diligence Requirements

A thorough review of any investment mutual fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Financial Services Director that will contain a list of questions that covers the major aspects of any investment pool/fund.

K. Intergovernmental Investment Pool

1. Investment Authorization

The Financial Services Director may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes and provided that said funds contain no derivatives.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in intergovernmental investment pools.

3. Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Financial Services Director that will contain a list of questions that covers the major aspects of any investment pool/fund.

L. Corporate Obligations or Corporate Notes

1. Investment Authorization

The Financial Services Director may invest in U.S. dollar denominated corporate obligations or corporate notes. ~~of U.S. corporations.~~

2. Portfolio Composition

A maximum of 2~~0~~5% of available funds may be invested in corporate obligations or corporate notes.

3. Limits of Individual Issuers

A maximum of 5% of available funds may be invested with any one corporate note.

4. Rating Requirements

Corporate obligations or notes shall have two of the following three minimum ratings: A-, A3 or A- as rated by Standard & Poor's and/or Moody's and/or Fitch Investors Services rating services. ~~However, if such obligations are rated by only one rating service, then such rating shall be at least AA-, Aa3, or AA- by Standard & Poor's, or Moody's or Fitch.~~

5. Maturity Limitations

A maximum length to maturity for an investment in any corporate obligation or note is five and a quarter (5.25) years from the date of ~~purchase~~settlement.

M. Mortgage-Backed Securities (MBS) and Collateralized Mortgage Obligations (CMOs)

1. Investment Authorization

The Financial Services Director may invest in mortgage-backed securities (MBS) and collateralized mortgage obligations (CMOs) which are usually based on mortgages that are guaranteed by a government agency or instrumentality for payment of principal and a guarantee of timely payment.

2. Portfolio Composition

A maximum of 15% of available funds may be invested in MBS and CMOs.

3. Limits of Individual Issuers

A maximum of 5% of available funds may be invested with any one MBS or CMO.

4. Rating Requirements

MBS shall be AA rated or better by Standard & Poor's or the equivalent by another rating agency.

5. Maturity Limitations

A maximum length to maturity for an investment in any MBS or CMO is five and a quarter (5.25) years from the date of ~~purchase~~settlement. The maturity of mortgage securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

N. Asset-Backed Securities (ABS)

1. Investment Authorization

The Financial Services Director may invest in asset-backed securities (ABS) which are bonds or notes backed by financial assets.

2. Portfolio Composition

A maximum of 10% of available funds may be invested in ABS.

3. Limits of Individual Issuers

A maximum of 5% of available funds may be invested with any one ABS.

4. Rating Requirements

ABS shall be AA rated or better by Standard & Poor's or the equivalent by another rating agency.

5. Maturity Limitations

A maximum length to maturity for an investment in any A~~M~~BS is five and a quarter (5.25) years from the date of ~~purchase~~settlement. The maturity of asset-backed securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

~~O. Bond Funds~~

~~1. Investment Authorization~~

~~The Financial Services Director may invest in bond funds.~~

~~2. Portfolio Composition~~

~~A maximum of 25% of available funds may be invested in bond funds.~~

~~3. Limits of Individual Issuers~~

~~A maximum of 10% of available funds may be invested with any one bond fund.~~

~~4. Rating Requirements~~

~~Bonds funds shall be AA rated or better by Standard & Poor's or the equivalent by another rating agency.~~

O . Supranationals

1. Investment Authorization

The Financial Services Director may invest in US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in supranationals.

3. Limits of Individual Issuers

A maximum of 10% of available funds may be invested with any supranational issuer.

4. Rating Requirements

Supranationals shall be rated AA or its equivalent or better by at least two NRSROs.

5. Maturity Limitations

A maximum length to maturity for an investment in any Supranational obligation is five and a quarter (5.25) years from the date of settlement.

XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements requires specific City Commission approval prior to their use. If the City Commission approves the use of derivative products, the Financial Services Director shall develop sufficient understanding of the derivative products and have the expertise to manage them. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. If the City Commission approves the use of reverse repurchase agreements or other forms of leverage, the investment shall be limited to transactions in which the proceeds are intended to provide liquidity and for which the Financial Services Director has sufficient resources and expertise to manage them.

XIV. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolio's performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

A. The S & P Rated LGIP Index/All will be used as a benchmark as compared to the portfolio's net book value rate of return for current operating funds.

B. ~~The Bank of America Merrill Lynch 1-3 Year US Treasury & Agency Index which is a subset of The Bank of America Merrill Lynch US Treasury & Agency Index including all securities with a remaining term to final maturity less than 3 years,~~A market benchmark index will be used as a benchmark for the performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon. The index will be used as a benchmark to be compared to the portfolio's total rate of return. The City shall select an appropriate, readily available index to use as a market benchmark.

C. Investment advisors will report performance on both book value (on operating funds only) and ~~Month to Month~~ total rate of return basis (on long-term funds) and compare results to the above-stated benchmarks.

D. In order to manage market risk, the duration of the portfolio will generally be approximately equal to the duration (plus or minus 20%) of the market benchmark.

XV. INVESTMENT COMMITTEE

The City of Tamarac Charter, Section 4.12 states the following:

> "The commission, by ordinance, shall create an investment advisory committee consisting of at least five (5) members from the general public.
>
> The purpose of the committee is to recommend, counsel and advise the appropriate city officials in all matters of financial investments as provided by state laws, ordinances, resolutions and Charter of the City of Tamarac." (Res. No. CBR-86-6, § 1, 1-17-86)
>
> The City Commission will establish an Investment Advisory Committee, pursuant to Ordinance, for the purpose of recommending, counseling and advising the City Manager in all matters of financial investments and shall be responsible to keep abreast of current investment trends, receive the input of administrative officers regarding investment concepts for the City, and make recommendations thereon to the City Manager (and his designees), and file such reports with the mayor and City Commission as necessary. The Committee shall have no administrative authority and shall not be directly involved in the ongoing process of investment of city funds.

The members of the Investment Advisory Committee shall be appointed by the City Commission on an annual basis and serve at the pleasure of the City Commission without compensation. The chairman of the Committee shall be appointed by the City Commission. The Committee may have a Commission liaison and may have a staff liaison assigned to it by the City Manager.

The Committee, or quorum of the Committee, shall meet, at a minimum, every other month, or as often as deemed necessary, to review, discuss and affirm or alter the current investment strategy.

XVI. REPORTING

The Financial Services Director shall provide the Investment Advisory Committee with monthly/quarterly investment reports. Schedules in the quarterly report should include the following:

A. A listing of individual securities held at the end of the reporting period

B. Percentage of available funds represented by each investment type

C. Coupon, discount or earning rate

D. Average life or duration and final maturity of all investments

E. Par value and market value

On a monthly/quarterly basis, the Financial Services Director shall prepare and submit to the City Commission a written report on all invested funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, income earned, the book value, the market value and the yield on each investment.

The report will show performance on both a book value (for short-term investments) and total rate of return basis (for long-term investments) and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB standards. Investment reports shall be available to the public.

XVII. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchased by, and all collateral obtained by; the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Financial Services Director and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from custody, or shall be permitted unless by such a duly authorized person. All investment transactions shall be conducted on a delivery-versus-payment basis.

XVIII. INVESTMENT POLICY ADOPTION

The investment policy shall be adopted by a City Ordinance. The Financial Services Director and the Controller shall review the policy annually and the City Commission shall approve any modification made thereto.

APPROVED AND ADOPTED BY THE CITY COMMISSION OF TAMARAC, FLORIDA ON June 9, 2010.

Appendix 1: Glossary of Investment Terms

Agencies. Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE),* or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

Asked. The price at which a seller offers to sell a security.

Asset Backed Securities. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Average Life. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

Banker's Acceptance. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

Benchmark. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

Bid. The price at which a buyer offers to buy a security.

Broker. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

Callable. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

Certificate of Deposit (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

Certificate of Deposit Account Registry System (CDARS). A private placement service that allows local agencies to purchase more than $250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the institution and other participating institutions in amounts that are less than $250,000 each, so that FDIC coverage is maintained.

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COST YIELD. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

CURRENT YIELD. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

FEDERAL FUNDS RATE. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

FEDERAL OPEN MARKET COMMITTEE. A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL GOVERNMENT INVESTMENT POOL. An investment by local governments in which their money is pooled as a method for managing local funds.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MARKING TO MARKET. The process of posting current market values for securities in a portfolio.

MATURITY. The final date upon which the principal of a security becomes due and payable.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO). A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CD. A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

PREMIUM. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

PREPAYMENT SPEED. A measure of how quickly principal is repaid to investors in mortgage securities.

PREPAYMENT WINDOW. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRUDENT PERSON (PRUDENT INVESTOR) RULE. An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

REALIZED YIELD. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

REGIONAL DEALER. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer's name.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

VOLATILITY. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

Appendix 2 - INVESTMENT POOL/FUND QUESTIONNAIRE

1. A description of eligible investment securities, and a written statement of investment policy and objectives.

2. A description of interest calculations and how it is distributed, and how gains and losses are treated.

3. Does the pool have a stable net asset value or floating net asset value?

4. What are the liquidity gates?

5. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.

6. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.

7. A schedule for receiving statements and portfolio listings.

8. Are reserves, retained earnings, etc. utilized by the pool/fund?

9. A fee schedule, and when and how is it assessed.

10. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: February 25, 2026

SUBMITTED BY: Vanessa Charry

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14371

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14371 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No.26-03B and approving an Agreement with Intercounty Engineering, Inc. For the construction of the Lift Stations 29 and 10 Rehabilitation Project for a contract amount of $2,323,412.00; authorizing a contingency in the amount of $232,341.20 for a total project budget of $2,555,753.20; authorizing an additional appropriation in an amount not to exceed $55,753.20 to be included in a future budget amendment pursuant to F.S. 166.241(8); authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for scrivener's errors; providing for severability; and providing for an effective date.

RECOMMENDATION: The Interim Director of Public Services recommends that the City Commission award Bid No.26-03B and authorize the appropriate City Officials to execute an Agreement with Intercounty Engineering, Inc. for the Lift Stations 29 and 10 Rehabilitation Project for a contract amount not to exceed $2,323,412.00; an added contingency in the amount $232,341.20, representing 10% of the contract amount, for a total project cost of $2,555,753.20 and that this item be placed on the February 25, 2026, City Commission Meeting Agenda.

BACKGROUND: This in-house design project includes the full rehabilitation of Lift Stations 29 and 10.Both lift stations currently operate with aging infrastructure and are no longer performing at full capacity, creating an increased operational risk to the City's wastewater collection system.

The existing piping and mechanical components at both lift stations have exceeded their expected service life. As a result, staff have observed reduced efficiency, increased

maintenance requirements, and a heightened potential for equipment failure. Continued operation without rehabilitation increases the risk of service interruptions, sanitary sewer overflows, and costly emergency repairs.

Additionally, the City continues to experience steady population growth, resulting in increased demand on the wastewater collection system. Lift Stations 29 and 10 are critical assets for accommodating current flows and ensuring adequate capacity for future development. Without rehabilitation, these facilities may not reliably support projected demands.

The rehabilitation of Lift Stations 29 and 10 at this time will improve system reliability, restore full operational capacity, extend the useful life of the assets, and better position the City to meet current and future wastewater service needs. Proactive investment now will also help avoid more costly emergency repairs or system failures in the future.

On November 25, 2025, The City of Tamarac published Bid No. 26-03B for the Lift Stations 29 and 10 Rehabilitation Project. The City received and opened four (4) proposals on January 20, 2026. A summary bid Tabulation is listed below. The detailed bid tabulation is attached to Temporary Resolution No.14371.

VENDOR	AMOUNT ($)
Intercounty Engineering, Inc.	$2,323,412.00
Southern Underground Industries, Inc.	$2,548,724.00
Hinterland Group, Inc.	$2,951,010.00
Foster Marine Contractors	$3,971,010.00

City staff reviewed the submitted bids and determined that Intercounty Engineering, Inc., is the lowest responsive and responsible bidder. Based on the review of the bid proposal and background check, it was determined that Intercounty Engineering, Inc., possesses the skills, experience, and capacity to successfully complete the rehabilitation project for both Lift Stations 29 and 10.

Contract Summary:

Scope of Project: Lift Stations 29 and 10 Rehabilitation
Type of Project: Wastewater Collection Construction
Contractor: Intercounty Engineering, Inc.
Contractor Location: Pompano Beach, FL. 33069
Contractor Address: 1925 NW 18th Street
Contract Cost: $2,323,412.00; a contingency in the

amount of $232,341.20, for a total project cost of $2,555,753.20.

Term/Completion: Substantial completion within 150 calendar days from City's Notice to Proceed; Final Completion within 30 calendar days from Substantial Completion, totaling 180 calendar days.

Risk Mitigation: Performance and Payment Bonds at 100% of value of bid in effect for up to one year after Final Completion. Liquidated damages of $500 per day for each day project is not completed after the scheduled completion date.

Certifications: Intercounty Engineering Inc. reports ownership as at least 51% Caucasian/White.

ISSUE: To award Bid No. 26-03B and execute an Agreement with Intercounty Engineering, Inc. for the Lift Stations 29 and 10 Rehabilitation Project.

STRATEGIC GOALS: Goal #1: Tamarac is Home

ATTACHMENTS:

TR 14371 Lift Stations 29 and 10 Rehabilitation Memo 02.12.26 EH.doc
TR_14371_Lift_Stations_29_and_10_Rehabilitation_Reso_02.13.26_EH (1).docx
Exhibit 1 - BID 26-03B Summary, Tabulation and Notice of Award.pdf
Exhibit 2 -Agreement 26-03B Lift Station 29 & 10 Rehabilitation Project -- Vendor Signed.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT

To: **Levent Sucuoglu, City Manager**

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

Thru: **Earl Henry, P.E., Interim Director of Public Services** EH

From: **Chris Lyle, Project Manager**

Date: **February 2, 2026**

Re: **Temp. Reso. #14371 – Award of Bid No. 26-03B for the Lift Stations 29 and 10 Rehabilitation Project – City Commission Meeting of February 25, 2026.**

Recommendation:

The Interim Director of Public Services recommends that the City Commission award Bid No.26-03B and authorize the appropriate City Officials to execute an Agreement with Intercounty Engineering, Inc. for the Lift Stations 29 and 10 Rehabilitation Project for a contract amount not to exceed $2,323,412.00; an added contingency in the amount $232,341.20, representing 10% of the contract amount, for a total project cost of $2,555,753.20 and that this item be placed on the February 25, 2026, City Commission Meeting Agenda.

Issue:

To award Bid No. 26-03B and execute an Agreement with Intercounty Engineering, Inc. for the Lift Stations 29 and 10 Rehabilitation Project.

Background:

This in-house design project includes the full rehabilitation of Lift Stations 29 and 10.Both lift stations currently operate with aging infrastructure and are no longer performing at full capacity, creating an increased operational risk to the City's wastewater collection system.

The existing piping and mechanical components at both lift stations have exceeded their expected service life. As a result, staff have observed reduced efficiency, increased maintenance requirements, and a heightened potential for equipment failure. Continued operation without rehabilitation increases the risk of service interruptions, sanitary sewer overflows, and costly emergency repairs.

Additionally, the City continues to experience steady population growth, resulting in increased demand on the wastewater collection system. Lift Stations 29 and 10 are critical assets for accommodating current flows and ensuring adequate capacity for future development. Without rehabilitation, these facilities may not reliably support projected demands.

The rehabilitation of Lift Stations 29 and 10 at this time will improve system reliability, restore full operational capacity, extend the useful life of the assets, and better position the City to

meet current and future wastewater service needs. Proactive investment now will also help avoid more costly emergency repairs or system failures in the future.

On November 25, 2025, The City of Tamarac published Bid No. 26-03B for the Lift Stations 29 and 10 Rehabilitation Project. The City received and opened four (4) proposals on January 20, 2026. A summary bid Tabulation is listed below. The detailed bid tabulation is attached to Temporary Resolution No.14371.

Bid No. 26-03B Lift Stations 29 and 10 Rehabilitation Project

VENDOR	AMOUNT ($)
Intercounty Engineering, Inc.	$2,323,412.00
Southern Underground Industries, Inc.	$2,548,724.00
Hinterland Group, Inc.	$2,951,010.00
Foster Marine Contractors	$3,971,010.00

City staff reviewed the submitted bids and determined that Intercounty Engineering, Inc., is the lowest responsive and responsible bidder. Based on the review of the bid proposal and background check, it was determined that Intercounty Engineering, Inc., possesses the skills, experience, and capacity to successfully complete the rehabilitation project for both Lift Stations 29 and 10.

Contract Summary:

Scope of Project: Lift Stations 29 and 10 Rehabilitation

Type of Project: Wastewater Collection Construction

Contractor: Intercounty Engineering, Inc.

Contractor Location: Pompano Beach, FL. 33069

Contractor Address: 1925 NW 18th Street

Contract Cost: $2,323,412.00; a contingency in the amount of $232,341.20, for a total project cost of $2,555,753.20.

Term/Completion: Substantial completion within 150 calendar days from City's Notice to Proceed; Final Completion within 30 calendar days from Substantial Completion, totaling 180 calendar days.

Risk Mitigation: Performance and Payment Bonds at 100% of value of bid in effect for up to one year after Final Completion. Liquidated damages of $500 per day for each day project is not completed after the scheduled completion date.

Certifications: Intercounty Engineering Inc. reports ownership as at least 51% Caucasian/White.

Fiscal Impact:

Funding for this project is not to exceed $2,555,753.20, which includes the base contract amount of $2,323,412.00 and a 10% contingency of $232,341.20 to address unforeseen conditions and potential change orders.

A total appropriation of $2,500,000.00 is currently available in Account No. 441-6040-535.63-04, consisting of $1,000,000.00 in Project UT24P and $1,500,000.00 in Project UT24S. An additional appropriation in the amount of $55,753.20 will be added to Project Number UT24P, and included in a future budget amendment prior to November 30, 2026, pursuant to Section 166.241(8), F.S.

The City has been awarded a $375,000.00 reimbursement grant from the Florida Department of Environmental Protection (FDEP) to support the rehabilitation of Lift Stations 29 and 10. The grant funding was previously approved under Resolution No. R-2026-004.

Commission Districts: 2 and 4

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026 -___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING BID NO.26-03B AND APPROVING AN AGREEMENT WITH INTERCOUNTY ENGINEERING, INC., ATTACHED HERETO AS EXHIBIT "2", FOR THE CONSTRUCTION OF THE LIFT STATIONS 29 AND 10 REHABILITATION PROJECT FOR A CONTRACT AMOUNT OF $2,323,412.00; AUTHORIZING A CONTINGENCY IN THE AMOUNT OF $232,341.20 FOR A TOTAL PROJECT BUDGET OF $2,555,753.20; AUTHORIZING AN ADDITIONAL APPROPRIATION IN AN AMOUNT NOT TO EXCEED $55,753.20 TO BE INCLUDED IN A FUTURE BUDGET AMENDMENT PURSUANT TO F.S. 166.241(8); AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac owns and operates 88 sanitary sewer lift stations that are critical components of the City's wastewater collection system; and

WHEREAS, two lift stations, identified as Lift Station No. 29, located at 7700 NW 88th Ave, Tamarac, Florida, and Lift Station No. 10, located at 4980 Sable Palm Blvd, Tamarac, Florida, require rehabilitation due to capacity issues, age, wear, and ongoing operational concerns, resulting in reduced efficiency, increased maintenance requirements, and an increased risk of equipment failure; and

WHEREAS, the City of Tamarac issued Bid No. 26-03B for the Lift Stations 29 and 10 Rehabilitation Project on November 25, 2025; and

WHEREAS, the City received and opened four (4) proposals on January 20, 2026, and the bid summary and tabulation, including the Notice of Intent to Award, is attached hereto as Exhibit “1”; and

WHEREAS, after reviewing and evaluating the proposals received, City staff determined that Intercounty Engineering, Inc., submitted the lowest responsive and responsible bid in the amount of $2,323,412.00; and

WHEREAS, Intercounty Engineering, Inc., has demonstrated the qualifications, experience and capacity necessary to successfully perform the rehabilitation of Lift Stations 29 and 10; and

WHEREAS, rehabilitation of these facilities will restore operational capacity, improve system reliability, extend asset life, and better accommodate existing and future wastewater demands associated with the City’s continued population growth; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to award Bid No.26-03B and execute the Agreement for the Lift Stations 29 and 10 Rehabilitation Project with Intercounty Engineering, Inc., for a contract amount of $2,323,412.00 and a contingency in the amount of $232,341.20 to be reimbursed through a grant from the Florida Department of Environmental Protection, for a total project budget of $2,555,753.20.

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

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

SECTION 2: The City Commission HEREBY awards Bid No. 26-03B to Intercounty Engineering Inc. and approves an Agreement between the City of Tamarac and Intercounty Engineering, Inc., ("The Agreement") and the appropriate City Officials are hereby authorized to execute the Agreement, attached hereto as Exhibit "2", for the construction of the Lift Stations 29 and 10 Rehabilitation Project.

SECTION 3: Funding for the Lift Stations 29 and 10 Rehabilitation Project is included in the Adopted Capital Improvement Program (CIP), a total appropriation of $2,500,000.00 is currently available in Account No. 441-6040-535.63-04, consisting of $1,000,000.00 in Project UT24P and $1,500,000.00 in Project UT24S. An additional appropriation in the amount of $55,753.20 will be added to Project Number UT24P, and included in a future budget amendment prior to November 30, 2026, pursuant to Section 166.241(8), F.S.

SECTION 4: Authorizing an additional appropriation in an amount not to exceed $55,753.20 for the Lift Stations 29 and 10 Rehabilitation Project, to be included in a future Budget Amendment, pursuant to Section 166.241(8), Florida Statutes.

SECTION 5: The City Manager, or his designee, is hereby authorized to make changes to the Agreement, issue change orders in amounts not to exceed $100,000.00 per Section 6-147 of the City Code, and to close the contract award,

including but not limited to making final payment and releasing bonds per Section 6-149 of the City Code, upon successful completion of the work in accordance with the terms and conditions of the Agreement and within the approved contract amount.

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

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES DEPARTMENT
PURCHASING DIVISION

TO: **Christopher Lyle, Project Manager**
Earl Henry, Director of Public Service

DATE: **February 4, 2026**

FROM: PAB **Paul Bassar**
Sr. Procurement Specialist

RE: **26-03B – Lift Station 29 & 10 Rehabilitation Project**

Recommendation:

To award to the low responsive bidder, **Intercounty Engineering.** for **PROJECT 26-03B – LIFT STATION 29 & 10 REHABILITATION PROJECT**, for the City of Tamarac.

PAB CL After review by Public Services, we concur to recommend award to **INTERCOUNTY ENGINEERING.** the low responsive and responsible bidder, in the total bid amount of **TWO MILLION THREE HUNDRED TWENTY-THREE THOUSAND FOUR HUNDRED TWELVE Dollars and ZERO Cents ($2,323,412.00).**

_____ After review by Public Services, we do **NOT** concur to recommend award to the low responsive bidder, **INTERCOUNTY ENGINEERING.**

Specific and Detailed Reason(s) for Rejection. Attach further backup justification.
-Bid Summary Determining Lowest Responsive Responsible Bid
- Bid Submission Summary
- Performance Reference Survey
- Overview Schedule Prices

Authorized Signer: Christopher Lyle

Signature: Christopher Lyle

Date: 2/4/26

Cc: *Earl Henry, Director, Public Services*

Return to: Paul Bassar, *Sr. Procurement Specialist, Purchasing Division*

BID SUMMARY DETERMINING LOWEST RESPONSIVE/RESPONSBILE BID

PROJECT: Lift Station 29 and 10 Rehab Improvement
BID No. 26-03B
Evaluation Date:
Supplier/Pricing

Responsiveness Review	Intercounty Engineering ($2,323,412.00)				Southern Underground Industries ($2,548,724)				Hinterland Group, Inc ($ 2,951,010)				Foster Marine Contractors ($ 3, 971,010)			
	YES	NO	N/A	Comments	YES	NO	N/A	Comments	YES	NO	N/A	Comments	YES	NO	N/A	Comments
Bid Form: Was the bid submitted on the required form and properly completed, signed, and dated?	X				X				X				X			
Bidder Acknowledgement: Did the bidder acknowledge all required terms and conditions of the solicitation?	X				X				X				X			
Addenda Acknowledgement: Were all issued addenda properly acknowledged?	X				X				X				X			
Non-Collusive Affidavit Acknowledgement: Was the required acknowledgement included, if separate?	X				X				X				X			
Certified Resolution / Authorization: Was proof of authority to bind the firm provided (resolution, authorization letter)?	X				X				X				X			
Bid Bond: Was a compliant bid bond submitted in the correct amount and form?	X				X				X				X			
Foreign Entity Affidavit: Was the affidavit submitted (if applicable) and compliant with statutory requirements?	X				X				X				X			
Anti Human Trafficking Affidavit: Was the affidavit submitted ?	X				X				X				X			
Drug-Free Workplace – Form Acknowledgement: Was the acknowledgement form submitted and signed?	X				X				X				X			
Responsiveness Review	YES	NO		Comments	YES	NO		Comments	YES	NO		Comments	YES	NO		Comments
Responsive																
Non-Responsive																
Responsibility Review																
Licensing: Does the bidder possess all required licenses to perform the work?	X				X				X				X			
Proof of Insurance: Does the bidder meet the minimum insurance requirements?	X				X				X				X			
W-9 Certification: Was a valid W-9 submitted?	X				X				X				X			
Bidder Qualification Statement: Does the bidder demonstrate adequate experience, staffing, and financial capacity?	X				X				X				X			
Scrutinized Companies: Is the bidder in compliance with applicable Scrutinized Companies statutes?	X				X				X				X			
E-Verify: Has the bidder certified compliance with E-Verify requirements?	X				X				X				X			
References: Do references demonstrate satisfactory past performance?	X				X				X				X			
Ownership and Ethnicity Disclosure: Was ownership information properly disclosed?				Optional				Optional				Optional				Optional
MBE / WBE / DBE / SBE: Were required certifications or disclosures submitted?				Optional				Optional				Optional				Optional
Local / Veteran / CBE Participation: Does the bidder qualify for or comply with applicable local or veteran preferences or programs?	X			Optional				Optional	X			Optional	X			Optional
Responsibility Determination:	YES	NO		Comments	YES	NO		Comments	YES	NO		Comments	YES	NO		Comments
Responsive																
Non-Responsive																

OVERALL DETERMINATION: C/R/R
SUPPLIER/BIDDER NAME: Intercounty Engineering
Bidder is: Responsive and Responsbile Yes
Evaluator Name & Title: Paul A. Bassar
Signature / Date: 2/4/2026
Verified by (Procurement Department): Paul A. Bassar (1/23/2026) ✓
PAB

26-03B

LIFT STATIONS 29 and 10 REHABILITATION PROJECT

Closing Date: Tuesday, January 20, 2026

Submission Summary

Vendor	City/Province	Submission Name	Unofficial Value or Notes
Intercounty Enginering	Pompano Beach, FL	Submission 1	$2,323,412.00
Southern Underground Industrie,Inc.	Deerfield Beach , Florida	Submission 1	$2,548,724.00
Hinterland Group, Inc.	Riviera Beach, Florida	Submission 1	$2,951,010.00
Foster Marine Contractors	Wellington, FL	Submission 1	$3,971,010.00

Paul A. Bussar — Witness (Print Name)

Signature

2/4/2026 — Date

Witness (Print Name) — Signature — Date

Witness (Print Name) — Signature — Date

TAMARAC
The City For Your Life

Mustafa Albassam, P.E.
Director of Public Services

CITY OF TAMARAC
PERFORMANCE REFERENCE SURVEY

Attention: Lisa Wilson- Davis	Email lwilsondavis@myboca.us	Phone: (561) 338-7310

The below referenced company has listed you as a business reference. Please provide reference information as requested below. Your prompt attention is appreciated. Thank you for your time and assistance.

Project/Service: 26-03B Lift Stations 29 & 10 Rehabilitation Project

Bidder/Proposer: Intercounty Enginering

Using the drop-down menu to the right, please rate the following questions regarding services provided by the firm listed above.

1 Exceptional	2 Good	3 Acceptable	4 Poor	5 Not Acceptable	0 Not Applicable

1. Rate the level of commitment of the contractor to your project. Did the contractor devote the time and personnel necessary to successfully complete the project(s)?	**Acceptable**
2. Rate the competence and accessibility of the personnel directing, supervising and performing the work on the project(s).	**Acceptable**
3. Rate the contractor's success in meeting the client's design expectations and requirements (if applicable).	**Not Applicable**
4. Rate the contractor's success at completing tasks within the time line established for completion of the project(s).	**Acceptable**
5. Rate the contractor's success at keeping you updated and informed about the progression of the project(s), particularly when special needs or problems arose.	**Acceptable**
6. Rate the contractor's success at completing the project on budget.	**Acceptable**
7. If changes to the contract resulting in equitable adjustments were made, rate the contractor's success in providing reasonable cost or financial savings related to the change of work.	**Not Applicable**

TAMARAC
The City For Your Life

Mustafa Albassam, P.E.
Director of Public Services

8. Rate the contractor's knowledge of procedures required by regulatory agencies.	**Acceptable**
9. Rate the contractor's success at completing project(s) according to specifications and design standards.	**Acceptable**
10. Rate the accessibility & responsiveness of the contractor to complete the punch list items after the substantial completion of the project(s).	**Acceptable**
11. If the contractor worked in collaboration with subcontractors, rate the effectiveness of the collaboration.	**Not Applicable**
12. Rate the overall performance of the contractor.	**Acceptable**
13. Rate overall recommendation to re-use this contractor	**Acceptable**

Please type additional comments: Contractor unable to secure panels for three projects so they were incomplete.

Name: Lisa M. Wilson-Davis **Title:** Operations & Regulatory Compliance Manager **Date:** 1/27/2026

Name of Firm: City of Boca Raton

Please save and email this document to:

Christopher Lyle
Email Christopher.lyle@tamarac.org
Project Manager
Public Services Dept.
City of Tamarac
Fax: (954) 597-3510 Phone: (954) 597-3704

TAMARAC
The City For Your Life

Mustafa Albassam, P.E.
Director of Public Services

CITY OF TAMARAC
PERFORMANCE REFERENCE SURVEY

Attention: Sangeeta Dhulashia	Email sdhulashia@sunrisefl.gov	Phone: (954) 888-6071

The below referenced company has listed you as a business reference. Please provide reference information as requested below. Your prompt attention is appreciated. Thank you for your time and assistance.

Project/Service: 26-03B Lift Stations 29 & 10 Rehabilitation Project

Bidder/Proposer: Intercounty Engineering

Using the drop-down menu to the right, please rate the following questions regarding services provided by the firm listed above.

1 Exceptional	2 Good	3 Acceptable	4 Poor	5 Not Acceptable	0 Not Applicable

1. Rate the level of commitment of the contractor to your project. Did the contractor devote the time and personnel necessary to successfully complete the project(s)?	**Good**
2. Rate the competence and accessibility of the personnel directing, supervising and performing the work on the project(s).	**Good**
3. Rate the contractor's success in meeting the client's design expectations and requirements (if applicable).	**Good**
4. Rate the contractor's success at completing tasks within the time line established for completion of the project(s).	**Good**
5. Rate the contractor's success at keeping you updated and informed about the progression of the project(s), particularly when special needs or problems arose.	**Exceptional**
6. Rate the contractor's success at completing the project on budget.	**Good**
7. If changes to the contract resulting in equitable adjustments were made, rate the contractor's success in providing reasonable cost or financial savings related to the change of work.	**Acceptable**

TAMARAC
The City For Your Life

Mustafa Albassam, P.E.
Director of Public Services

8. Rate the contractor's knowledge of procedures required by regulatory agencies.	**Good**
9. Rate the contractor's success at completing project(s) according to specifications and design standards.	**Good**
10. Rate the accessibility & responsiveness of the contractor to complete the punch list items after the substantial completion of the project(s).	**Good**
11. If the contractor worked in collaboration with subcontractors, rate the effectiveness of the collaboration.	**Good**
12. Rate the overall performance of the contractor.	**Good**
13. Rate overall recommendation to re-use this contractor	**Good**

Please type additional comments: **Click here to enter text.**

Name: Sangeeta Dhulashia **Title:** Deputy Director **Date:** 1/27/2026

Name of Firm: City of Sunrise

Please save and email this document to:

Christopher Lyle
Email Christopher.lyle@tamarac.org
Project Manager
Public Services Dept.
City of Tamarac
Fax: (954) 597-3510 Phone: (954) 597-3704

TAMARAC
The City For Your Life

Mustafa Albassam, P.E.
Director of Public Services

CITY OF TAMARAC
PERFORMANCE REFERENCE SURVEY

Attention: Gavin Junk	Email gjunk@margatefl.com	Phone: (954) 972-0828

The below referenced company has listed you as a business reference. Please provide reference information as requested below. Your prompt attention is appreciated. Thank you for your time and assistance.

Project/Service: 26-03B Lift Stations 29 & 10 Rehabilitation Project

Bidder/Proposer: Intercounty Engineering

Using the drop-down menu to the right, please rate the following questions regarding services provided by the firm listed above.

1 Exceptional	2 Good	3 Acceptable	4 Poor	5 Not Acceptable	0 Not Applicable

1. Rate the level of commitment of the contractor to your project. Did the contractor devote the time and personnel necessary to successfully complete the project(s)?	**Acceptable**
2. Rate the competence and accessibility of the personnel directing, supervising and performing the work on the project(s).	**Acceptable**
3. Rate the contractor's success in meeting the client's design expectations and requirements (if applicable).	**Acceptable**
4. Rate the contractor's success at completing tasks within the time line established for completion of the project(s).	**Acceptable**
5. Rate the contractor's success at keeping you updated and informed about the progression of the project(s), particularly when special needs or problems arose.	**Good**
6. Rate the contractor's success at completing the project on budget.	**Acceptable**
7. If changes to the contract resulting in equitable adjustments were made, rate the contractor's success in providing reasonable cost or financial savings related to the change of work.	**Acceptable**

TAMARAC
The City For Your Life

Mustafa Albassam, P.E.
Director of Public Services

8. Rate the contractor's knowledge of procedures required by regulatory agencies.	**Good**
9. Rate the contractor's success at completing project(s) according to specifications and design standards.	**Good**
10. Rate the accessibility & responsiveness of the contractor to complete the punch list items after the substantial completion of the project(s).	**Good**
11. If the contractor worked in collaboration with subcontractors, rate the effectiveness of the collaboration.	**Acceptable**
12. Rate the overall performance of the contractor.	**Acceptable**
13. Rate overall recommendation to re-use this contractor	**Acceptable**

Please type additional comments: Project Manager Luis Cordova is knowledgeable about the tasks, materials, scope of work and process.

Name: Gavin Junk **Title:** Utilities Maintenance Superintendent **Date:** 1/29/2026

Name of Firm: City Of Margate Department Of Engineering and Environmental Services

Please save and email this document to:

Christopher Lyle
Email Christopher.lyle@tamarac.org
Project Manager
Public Services Dept.
City of Tamarac
Fax: (954) 597-3510 Phone: (954) 597-3704

26-03B - LIFT STATIONS 29 and 10 REHABILITATION PROJECT - Overview of Specifications and Schedule of Prices

	Intercounty Enginering	uthern Underground Industrie,	Hinterland Group, Inc.	Foster Marine Contractors
	Submission 1	Submission 1	Submission 1	Submission 1
Schedule/Specifications	Total	Total	Total	Total
26-03B BID SCHEDULE 1: INDEMNIFICATION	**$10.00**	$10.00	$10.00	$10.00
26-03B BID SCHEDULE 2: Lift Station 29 Rehabilitatior	**$1,220,154.00**	$1,306,227.00	$1,485,500.00	$2,116,000.00
26-03B BID SCHEDULE 3: LIFT STATION 10	**$1,103,248.00**	$1,242,487.00	$1,465,500.00	$1,855,000.00
CERTIFICATION	Not included in total	Not included in total	Not included in total	Not included in total
VENDOR DRUG-FREE WORKPLACE	Not included in total	Not included in total	Not included in total	Not included in total
SCRUTINIZED COMPANIES AND BOYCOTT LIST	Not included in total	Not included in total	Not included in total	Not included in total
E-VERIFY	Not included in total	Not included in total	Not included in total	Not included in total
BIDDER'S QUALIFICATION STATEMENT	Not included in total	Not included in total	Not included in total	Not included in total
FIRM'S PRIMARY OWNERSHIP	Not included in total	Not included in total	Not included in total	Not included in total
LOCAL, VETERAN AND CBE INFORMATION	Not included in total	Not included in total	Not included in total	Not included in total
CONVICTION HISTORY EMPLOYMENT POLICY INQUIRY	Not included in total	Not included in total	Not included in total	Not included in total
PAYMENT TERMS AND METHOD	Not included in total	Not included in total	Not included in total	Not included in total
REFERENCES	Not included in total	Not included in total	Not included in total	Not included in total
List of Subcontractors	Not included in total	Not included in total	Not included in total	Not included in total
Subtotal Contract Amount:	**$2,323,412.00**	$2,548,724.00	$2,951,010.00	$3,971,010.00

TAMARAC
The City For Your Life

NOTICE OF INTENT TO AWARD

Date: February 4, 2026
Bid Number: 26-03B
Project Title: Lift Stations 29 and 10 Rehabilitation Project

Notice is hereby given that the City of Tamarac intends to award **Bid No. 26-03B – Lift Stations 29 and 10 Rehabilitation Project** to the bidder identified below.

Bid Posting Date: November 25, 2025
Bid Closing Date: January 20, 2026

The City received bids from the following vendors:

- Intercounty Engineering
- Southern Underground Industries, Inc.
- Hinterland Group, Inc.
- Foster Marine Contractors

After review and evaluation of the bids received, it has been determined that **Intercounty Engineering** submitted the **lowest responsive and responsible bid** in accordance with the requirements of the bid documents and applicable procurement regulations.

Accordingly, the City of Tamarac intends to award the contract for Bid No. 26-03B to **Intercounty Engineering**, subject to approval by the appropriate authority and completion of all required contractual documents.

Paul A. Bassar
Acting Procurement and Contracts Manager | Financial Services Department
(954) 597-3570
paul.bassar@tamarac,org

TAMARAC
The City For Your Life

CONSTRUCTION AGREEMENT
26-03B
LIFT STATIONS 29 and 10 REHABILITATION PROJECT
BETWEEN THE CITY OF TAMARAC
AND
INTERCOUNTY ENGINEERING

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 Intercounty Engineering, a company with principal offices located at 1925 NW 18th Street Pompano Beach, FL 33069(the "Contractor") to provide for construction services for Lift Station 29 and 10 Rehabilitation Project.

In consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Bid# 26-03 Lift Station 29 and 10 Rehabilitation Project, issued by the City of Tamarac on _____, 2026, 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 July 8, 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 Bid# 26-03 Lift Station 29 and 10 Rehabilitation Project" as issued by the City, and the Contractor's bid response; Bid# 26-03 Lift Station 29 and 10 Rehabilitation Project 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
- Contractors pollution liability - $1M/$2M

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 **One Hundred Fifty (150)** 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 **One Hundred (180)** 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 Two Million and Three Hundred Twenty Three Thousand and Four Hundred and Twelve Dollars, ($2,323,412.00).

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 and Zero Cents ($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: Intercounty Engineering
Address: 1925 NW 18th Street
Pompano Beach, FL 33069
FIN/EIN: 65-0495335
Contract Licensee: CGC1528089
Contact: Eric Jones
Email: ejones@intercountyengineering.com
Phone: 954-972-9800
Fax:

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:

Intercounty Engineering, Inc.

Signature of Corporate Secretary

Signature of Vice President / Owner

Stephen Polk
Type/Print Name of Corporate Secy.

Eric Jones
Type/Print Name of Vice President / Owner

02/10/26
Date

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
:SS
COUNTY OF BROWARD :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Eric Jones Vice President of Intercounty Engineering Inc , a FL 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 February 10 , 20 26.

NOTARY PUBLIC STATE OF FLORIDA
SHELLEY MCDOUGLE
MY COMMISSION # HH 424540
EXPIRES: November 21, 2027

Signature of Notary Public
State of Florida at Large

Shelley McDougle
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.

Date: February 10, 2026
Entity: Intercounty Engineering Inc

ENTITY
Signed: _____
Name: Eric Jones
Title: Vice President

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.

Date: February 10, 2026
Entity: Intercounty Engineering, Inc

ENTITY
Signed: _____
Name: Eric Jones
Title: Vice President

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	February 25, 2026
SUBMITTED BY:	Collette Tibby
ITEM TYPE:	Ordinance
TEMP. ORDINANCE NUMBER:	2608
AGENDA SECTION:	**ORDINANCE(S) - FIRST READING**
TITLE:	TO2608 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 9, “Health, Sanitation and Nuisance,” Article IV, “Residential and Nonresidential Property Maintenance Standards,” Section 9-131, “Nonresidential Property Maintenance Standards,” Subsection (j), of the City of Tamarac Code of Ordinances, to add clarifying language regarding parking lot maintenance; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Memo to City Manager - TO 2608 Section 9-131.docx
TO2608 Ordinance - Non Residential Property Maintenance Amendment Section 9-131.docx
Business Impact Estimate (9-131).docx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (26-01-006M)
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu
City Manager

FROM: Kent Walia
Director of Community Development

DATE: January 15, 2026

RE: **TO# 2608:** Ordinance Amending Chapter 9, Section 9-131 "Non-Residential Property Maintenance," of the City of Tamarac Code of Ordinances to add clarifying language regarding parking lot maintenance for non-residential properties..."

Recommendation: The Director of Community Development recommends that the Mayor and City Commission adopt the proposed Ordinance to amend Chapter 9, Section 9-131 ("Non-Residential Property Maintenance") of the City of Tamarac Code of Ordinances. The amendment clarifies the maintenance responsibilities for non-residential parking lots. Staff recommend approval by the City Commission at First Reading at the February 25, 2026, meeting, and adoption at Second Reading at the March 11, 2026, meeting**.**

Issue: Chapter 9 currently lacks specific standards for the ongoing maintenance of parking lots on non-residential properties. This creates enforcement challenges and limits the City's ability to ensure that commercial and institutional parking facilities are kept in a safe, functional, and aesthetically acceptable condition.

Background: Non-residential properties play a central role in the economic vitality and image of the City of Tamarac. However, deteriorated or poorly maintained parking lots create safety hazards, accessibility concerns, and diminish community appearance. To address this issue, the ordinance amendment introduces clarifying language that defines the responsibilities of non-residential property owners to maintain their parking lots, including upkeep, resurfacing, and restriping. This initiative reflects the City's commitment to preserving its commercial corridors, strengthening enforcement tools, and enhancing the overall quality of the built environment. This initiative advances a priority identified during the City's 2025 Strategic Planning Exercise to strengthen and modernize the City's Code of Ordinances in support of community standards, operational efficiency, and long-term policy objectives.

Fiscal Impact: The amendment strengthens the City's ability to enforce parking lot maintenance standards without creating significant fiscal burden. This item supports the City's Strategic Plan Goal #1, "Tamarac is Well-Kept," by ensuring consistent upkeep of non-residential properties, and Goal #4, "Tamarac is Vibrant," by promoting a positive image and safe environment for residents, businesses, and visitors.

Kent Walia

Kent Walia,
Community Development Director

KW/sb

Attachment: Temporary Ordinance No. 2608/ Draft Ordinance

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 9, "HEALTH, SANITATION AND NUISANCE," ARTICLE IV, "RESIDENTIAL AND NONRESIDENTIAL PROPERTY MAINTENANCE STANDARDS," SECTION 9-131, "NONRESIDENTIAL PROPERTY MAINTENANCE STANDARDS," SUBSECTION (j), OF THE CITY OF TAMARAC CODE OF ORDINANCES, TO ADD CLARIFYING LANGUAGE REGARDING PARKING LOT MAINTENANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section (1)(f) of the Florida Constitution and Chapter 166, Florida Statutes, grant local municipalities broad home rule authority to adopt ordinances to provide for the health, safety, and welfare of the general public; and

WHEREAS, the City Commission recognizes the importance of maintaining paved areas, including parking lots, in safe and sanitary condition to ensure accessibility, proper drainage, and the prevention of hazardous conditions; and

WHEREAS, The City Commission of Tamarac has adopted standards for the maintenance of nonresidential property to promote safety, accessibility, and quality of life; and

WHEREAS, the City Commission recognizes the need to update Section 9-131, subsection (j), to clarify requirements for the resurfacing and restriping of parking lots and related maintenance responsibilities; and

WHEREAS, this initiative advances a priority identified during the City's 2025 Strategic Planning Exercise to strengthen and modernize the City's Code of Ordinances, where appropriate, to better support community standards, improve operational

efficiency, and further the City's long-term policy objectives; and

WHEREAS, the City Commission further finds that these amendments are in the best interest of the public health, safety, and welfare.

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

SECTION 1. Purpose and Intent.

The purpose of this Ordinance is to amend Chapter 9, "Health, Sanitation and Nuisance," Article IV, "Residential and Nonresidential Property Maintenance Standards," Section 9-131, "Nonresidential Property Maintenance Standards," subsection (j), to clarify routine parking lot maintenance responsibilities by expressly including resurfacing and restriping among required maintenance activities, thereby promoting safety, accessibility, aesthetics and compliance within the established maintenance standards.

SECTION 2. Amendment.

That Chapter 9 Health, Sanitation and Nuisance," Article IV, "Residential and Nonresidential Property Maintenance Standards," Section 9-131, "Nonresidential Property Maintenance Standards," of the City of Tamarac Code of Ordinances is hereby amended to read as follows (additions are underlined and deletions are ~~stricken~~).

***

Sec. 9-131. – Nonresidential property maintenance.

***

(j) It shall be the responsibility of all persons to maintain all paved areas in a neat and clean ~~condition~~ appearance, in good condition and ~~good~~ repair, which shall include proper drainage to prevent the accumulation of pools of water and the correction and removal of all ruts, potholes, and broken pavement. Paved areas must be repaired

or replaced when any deterioration occurs to the extent that the road rock or subbase is visible, or when the pavement surface has become excessively worn, discolored, or otherwise degraded so that it no longer presents a uniform, well-maintained appearance. ~~which~~ This shall include removal of all weeds and grass. In parking areas, the parking spaces shall be maintained in a manner which clearly delineates parking spaces, which shall include maintenance of parking space striping or other indicators, and tire stops. All parking lots and spaces shall be maintained so as not to create a hazard or nuisance. Such maintenance includes, but is not limited to, removing glass and litter; pruning, mowing, nourishing, and watering vegetation; resurfacing and restriping surface markings; re-anchoring or replacing loose and broken wheel stops; and replacing or painting signs. Permits shall be obtained from the City when required for related work. This section shall apply to all paved areas, including but not limited to parking areas and ingress or egress driveways. All parking spaces, stop bars, directional arrows, centerlines, edge lines and other pavement markings shall be painted properly, clearly visible and well defined at all times.

***

SECTION 3. Codification. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

SECTION 4. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any section, provision, paragraph, sentence, clause of word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective upon adoption.

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: VM BOLTON _____
DIST 2: COMM WRIGHT _____
DIST 3: COMM. PATTERSON _____
DIST 4: COMM. DANIEL _____

RECORD OF COMMISSION VOTE: 2ND Reading
MAYOR GOMEZ _____
DIST 1: VM 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 _____ 202_.

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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 9, "HEALTH, SANITATION AND NUISANCE," ARTICLE IV, "RESIDENTIAL AND NONRESIDENTIAL PROPERTY MAINTENANCE STANDARDS," SECTION 9-131, "NONRESIDENTIAL PROPERTY MAINTENANCE STANDARDS," SUBSECTION (j), TO ADD CLARIFYING LANGUAGE REGARDING PARKING LOT MAINTENANCE; 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:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): The proposed ordinance serves the public health, safety, and welfare by clarifying existing non-residential property maintenance standards related to paved areas and parking lots. The amendment expressly identifies resurfacing and restriping as part of routine parking lot maintenance responsibilities when deterioration occurs, ensuring safe vehicular and pedestrian circulation, proper drainage, accessibility, and a uniform, well-maintained appearance. The ordinance improves clarity and enforceability without expanding the scope of existing maintenance obligations.

Business Impact Estimate required pursuant to Fla. Stat. § 166.041(4)a

TAMARAC
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Business Impact Estimate

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac: The ordinance does not impose new or additional maintenance requirements beyond those already required under existing code provisions. Any economic impact is limited to routine property maintenance activities that property owners are already expected to perform when deterioration occurs. Estimated direct economic impact: $0.
3.

4. Estimate of direct compliance costs that businesses may reasonably incur: $0

5. Any new charge or fee imposed by the proposed ordinance: None

6. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: The City may incur minimal administrative costs related to routine inspections and enforcement conducted by Code Compliance staff. These activities are already part of existing operations and do not require additional staffing, equipment, or funding. No new revenues are generated.
7.

8. Estimate of the number of businesses likely to be impacted by the proposed ordinance: The ordinance applies uniformly to nonresidential properties citywide. It is anticipated to have a neutral to positive impact by providing clearer expectations for property maintenance and reducing ambiguity in enforcement.

9. Additional information (if any):

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	February 25, 2026
SUBMITTED BY:	Collette Tibby
ITEM TYPE:	Board Order
AGENDA SECTION:	**QUASI-JUDICIAL HEARING(S)**
TITLE:	TBO102 - Order Granting/Denying Special Exception approval for Scooter's Coffee-Tamarac, to allow for a drive-through restaurant in the MU-C (Mixed Use Corridor) zoning district, pursuant to the Tamarac Code of Ordinances at 8201 N. Pine Island Road, Tamarac, Florida.

ATTACHMENTS:

1 - SE Memo.docx
2 - SE Temp Board Order.docx
Scooter's #2698 - Site Plan - Tamarac, FL_60 SCALE_REV. 2.pdf
Scooters-TamaracFL - COLOR EXTERIOR ELEVATIONS_12172025.pdf
SE Justification Letter - Scooter's - Tamarac, FL.pdf
Traffic Impact Analysis - Scooter's #2698 - Tamarac, FL.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 25-12-001M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Levent Sucuoglu,
January 29, 2026

FROM: Kent Walia,
Director of Community Development

DATE: January 20, 2026

RE: Scooter's Coffee – Tamarac, Special Exception – *Quasi-Judicial*
TEMP BOARD ORDER NO. 102**; CASE#:** 5-Z-25**; MF#:** 20-80

RECOMMENDATION: The Director of Community Development recommends that the City Commission approve the proposed Special Exception to allow for the redevelopment of an existing retail structure to accommodate a (±1,491 sq.ft.) restaurant (coffee shop) with drive-through service and related infrastructure in the MU-C (Mixed-Use Corridor) zoning district at its February 25, 2026 meeting with conditions of approval (see attached Board Order– Temp Board Order No. 102).

ISSUE: Linfield, Hunter & Junius, Inc. designated agent for the applicant PALM Brew dba Scooter's Coffee, is requesting approval of a Special Exception to allow for the use of a restaurant (coffee shop) including new drive-thru lane service for the proposed *Scooter's Coffee-Tamarac* location pursuant to the City's Code of Ordinances. In addition, the project will also include new directory signage, traffic circulation enhancements, and dedicated parking for drive-thru order pick-ups, etc. in the MU-C (Mixed-Use Corridor) zoning district (see attached Justification Letter).



Aerial Photograph

LOCATION: The subject property is an outparcel of the existing Tamarac Town Square Plaza

located on the west side of N. Pine Island Road just north of NW 81st Ave and south of Southgate Boulevard with an assigned postal address of 8201 N. Pine Island Road in the City of Tamarac (see Aerial Photograph above and attached Location Map).

Surrounding Land Use and Zoning:

North:	Southgate Blvd – then RC (Recreation) Tamarac Linear Park
South:	NW 81st Ave – then, R-1 (Single Family Residential)
East:	N. Pine Island Road, then RC (Recreation), and R-1(Single Family Residential) Woodmont
West:	RC (Recreation) – then RE (Residential Estate) Westwood

BACKGROUND: The subject property is an existing out-parcel of the Tamarac Town Square Plaza currently developed with an existing ±5,226 sq.ft. multi-tenant commercial building generally located on the west side of N. Pine Island Road between N.W. 81st Avenue and Southgate Boulevard. The commercial retail/office structure was previously utilized as a 7-Eleven Convenience Store site for several years and has been recently subdivided internally, currently containing a dental office and two vacant retail bays. The applicant will occupy the larger of the two vacant bays and the smaller bay shall remain vacant for use by another tenant.

Founded in 1998, the Scooter's Coffee franchise opened its first location in Bellevue, Nebraska, serving a variety of coffee blended beverages. Since experiencing strong success in the Midwest market, the franchise has expanded into the southeast region of the U.S. and has opened over 20 locations in Florida alone. The proposed Tamarac location would be one of the first in South Florida, positioning the City as the inaugural franchise site in Broward County. By redeveloping the existing structure and surrounding lot to accommodate a drive-through with dedicated parking stalls the applicant aims to provide a quick service coffee restaurant with minimal disruption to the existing built environment.

To that end, there are multiple points of access to the property from existing driveways for the Tamarac Town Square parcel including three (3) driveways along N. Pine Island Rd. and two (2) driveways along Southgate Boulevard. More specifically, there are two (2) driveways within close proximity to the proposed Scooter's building including a full-access driveway to the north and a right-in/right-out driveway to the south. There is also ample parking for the proposed project facilitated by an existing Cross-Parking and Easement Agreement that allows all developments within Tamarac Town Square, including the proposed Scooter's, to share parking and access throughout the entire development.

To further ensure the traffic circulation pattern would be optimized for the proposed use, the *Scooter's Coffee* development was also required to provide a Traffic Impact Statement which included traffic counts and analysis of the internal and external circulation patterns for both pedestrian and vehicular travel. Staff provided input alongside the City's traffic engineering consultant, and the proposed drive-thru and parking lot layouts were examined to optimize vehicular movement and minimize potential vehicular and pedestrian hazards. As a result, the shared access drives along the east and north sides of the proposed Scooter's building will be converted from two-way traffic flow to one-way traffic flow drive aisles. The drive aisles will also be

restriped with new directional arrows, stop bars, and pavement markings to appropriately direct vehicular traffic flow and promote the most efficient and safe traffic circulation possible for patrons utilizing the area.

Regarding business operations, Scooter's Coffee aims to be a good neighbor and desires to maintain business practices that will have a minimal impact on the environment. The applicant is hopeful that the establishment will enhance the attractiveness of the plaza and contribute to the continued economic development of the area. The applicant has already discussed their operations with the neighboring dental office and has noted that the peak hours of their drive-thru services (6:00 am-8:00 am) will occur before the dental office opens at 10:00 am most mornings. The Scooter's Coffee location proposes to operate 7 days a week and on the following schedule:

- Weekdays (Monday - Friday): 5:00 A.M. – 8:00 P.M.
- Weekends (Saturday & Sunday): 6:00 A.M. – 8:00 P.M

This schedule provides for minimal impact to the neighboring dental office as it is also closed on the weekends.

The proposed Scooter's Coffee- Tamarac will be a drive-thru-only location providing no indoor dining or walk-up service. The proposed drive-thru lane will be a single stacking lane that wraps the north and east side of the building and provides space for up to 8 vehicles from the pick-up window to the end of the stacking lane near the southeast corner of the building to meet the City of Tamarac's minimum standards for the stacking queue. In addition, there will be a minimal need for parking as only Scooter's employees will utilize parking stalls on a regular basis. A typical Scooter's shift has only 3-4 employees working, and an extra employee may be added during peak hours to ensure drive-thru operation efficiency. There will also be two (2) dedicated stalls for order pickup during peak queuing hours to alleviate any potential spillover into drive aisles from drive-thru operations. All other trips will be vehicular patrons using the drive-thru to order.

The Scooter's team has also been proactive in conversation with City staff to ensure adequate services are provided to remove trash and waste from the site. Contact was made with the appropriate waste management personnel, and a letter has been furnished to indicate that the dumpster and the location of its existing enclosure will be adequate to service the site.

To facilitate the site modifications needed to accommodate the drive-thru service component of *Scooter's Coffee* the applicant will submit a Minor Revised Site Plan application to City staff for administrative review and will need to submit the appropriate permits for building and engineering approval to complete construction of the proposed project. Special Exception approval will be required prior to approving any of the applicant's subsequent site plan and building permit applications all of which will help with the aesthetics and visual appeal of the existing plaza.

ANALYSIS: The applicant is requesting approval of a Special Exception to allow for the redevelopment of an existing commercial structure to accommodate a (±1,491 sq.ft.) restaurant "coffee shop" with the addition of a drive-through lane and related infrastructure in the MU-C (Mixed-Use Corridor) zoning district. Per Section 10-3.2, Table 10-3.1: *Table of Allowed Uses*, in the City's Land Development Code, restaurants with drive-thru services in the MU-C (Mixed-Use Corridor) zoning district are subject to Special Exception approval by the City Commission.

To facilitate the redevelopment of the property, the applicant has submitted the required Special Exception application and will subsequently submit a Minor Revised Site Plan application for administrative review prior to applying for the necessary building and engineering permits.

The proposed Scooter's Coffee location in Tamarac will be the franchisee's first establishment in South Florida and is expected to contribute to increased economic activity within the existing plaza. City staff conducted a standard review of parking, traffic circulation, and architectural elevations to ensure the proposed improvements are compatible with the surrounding built environment. The review evaluated compliance with general building design standards, including exterior enhancements, redevelopment of the existing structure and parking area, drive aisle improvements, pedestrian connectivity, and ADA requirements.

The Trip Generation and Parking Statement was reviewed by the City's traffic consultant, Traf Tech. The consultant evaluated the trip generation analysis and concurred with the applicant's conclusion that the proposed use will generate fewer trips than the former 7-Eleven convenience store. Additionally, Traf Tech confirmed that the proposed drive-thru queuing lane, together with optional pull-forward service into designated parking stalls, is expected to sufficiently accommodate anticipated peak-hour demand.

Section 10-5.4(G)(4), Code of Ordinances, identifies Special Exception review standards to be determined by the City Commission to consider the request. The Special Exception review standards and the responses to each standard shall be demonstrated in compliance, as specified in the justification statement document:

Special Exception Review Standards

(a) The proposed development will be consistent with the Comprehensive Plan;

The proposed Scooter's Coffee Restaurant is in alignment with the goals, objectives, and policies of the City of Tamarac's 2050 Comprehensive Plan. Specifically, the proposed Scooter's Coffee development will comply with the following policies listed below:

Goal 1.1 – Future Land Use Element: The City will promote land uses that encourage smart community growth, maximize economic benefits, and protect and preserve the natural environment.

Objective 10 – **Future Land use Element**: The City will continue to enforce its Land Development Code which addresses controlled access to adjacent traffic circulation facilities, adequate onsite circulation and off-street parking for existing and planned commercial development.

Objective 11 – Economic Development Element: The City shall redevelop its underutilized, obsolete, and aging areas to promote new residential, commercial, and mixed-use development.

The applicant proposes to redevelop an existing commercial retail structure to accommodate a restaurant (coffee shop) with drive-thru service. The exterior of the building will be updated to include façade improvements to the structure, and the parking lot area will be redesigned to

accommodate dedicated parking and circulating queues that will allow for the effective operation of the business. The redevelopment of the property to accommodate the use in the existing retail plaza development is consistent with the provisions outlined in the goals and objectives above.

The proposed site design provides clearly defined crosswalks and pedestrian pathways connecting the site to the public frontage and nearby transit amenities. These improvements facilitate safe and direct access for pedestrians, including those traveling to and from the adjacent transit stop. Pedestrian circulation is prioritized throughout the site using designated, striped pathways along drive aisles, ensuring safe movement across vehicular areas. Additionally, a direct pedestrian connection to N. Pine Island Road is provided, offering a convenient and walkable route to nearby transit services also in compliance with the provisions outlined above.

(b) The proposed development will comply with applicable zoning district, use, and development standards of this Code;

The proposed development will comply with the applicable zoning district, use, and development standards of the City's Code. Per Section 10-3.2, Table 10-3.1: Table of Allowed Uses, in the City's Land Development Code, restaurants with drive-thru service in the MU-C (Mixed-Use Corridor) zoning district are subject to Special Exception approval by the City Commission. The applicant has submitted the appropriate application and supporting materials for Special Exception approval and will work with City staff in review of the subsequent Minor Revised Site Plan to ensure the site is designed in alignment with the City's Code provisions.

(c) The proposed development will be compatible with the existing natural environment and community character of the properties within the immediate neighborhood;

The proposed development will be compatible with the existing natural environment and community character of the properties within the immediate neighborhood; The adjacent land uses within the Tamarac Town Square are a mix of retail, office space, and restaurants with drive-thru lanes. The proposed Scooter's Coffee Shop and future tenant space along with the existing dental office would be compatible with the existing natural environment and community character of the adjacent, nearby properties since similar uses are already existing within the Tamarac Town Square.

Additionally, since the proposed Scooter's development will be within the existing building, there will be minimal change to the existing character of the development and immediate neighborhood.

(d) The proposed development will be desirable for public convenience, and not injurious or otherwise detrimental to the public health, safety, comfort, and welfare;

The proposed development will be desirable for public convenience and not injurious or detrimental to the public health, safety, and welfare. Public convenience will be increased by the drive-thru providing a convenient neighborhood location for patrons seeking local coffee shop experience on the go. Scooter's business model is built on efficient drive-thru service times aiming to maximize traffic efficiency and its customers' experience. Scooter's Coffee operates on a 3-minute service standard meaning that a customer should receive their order at the pick-up window within 3 minutes or less of placing their order at the menu board.

(e) The proposed development will minimize adverse effects, including noise, light, dust. or other potential nuisances, on adjacent properties to the greatest extent practicable;

Since the Scooter's development will be part of an existing building and development, the proposed development will minimize any adverse impacts on the nearby properties. Erosion control measures are being designed for during the construction period to limit effects of any construction affecting the adjacent neighbors. No objectionable noise, light, dust, or other potential nuisances will negatively impact neighboring properties. The existing site lighting will be used, so no additional lighting will be added to the existing development. The speaker for the drive-thru will be facing east away from all adjacent commercial developments and out towards N. Pine Island Road. The nearest residential area is ±370 linear feet away and should not be affected by the operations at the Scooter's Coffee Shop. All surrounding uses are commercial in nature.

(f) The proposed development will include adequate provisions for safe and convenient vehicular and pedestrian traffic movement to, from, and through the site that minimizes traffic congestion in the public streets;

None of the existing drive aisles surrounding the building will be removed, so all existing access (with some circulation improvements for the new Scooter's) will remain available to residents accessing the site. Drive aisle striping, including striping for crosswalks, will be added for additional pedestrian safety. Striped pedestrian crossings will also be incorporated in areas where pedestrians would be entering vehicular areas to reach the building. There will also be parking and sidewalks directly adjacent to the building which will allow pedestrians to access the building without entering any vehicular areas. To enhance transit connectivity, a pedestrian pathway leading to the bus stop on N. Pine Island Road via the existing sidewalk on N. Pine Island Road is also being proposed.

Additional safety improvements are anticipated with the redirection of traffic flow from a two-way to one-way drive aisle on the west and north side of the building. Site circulation using the drive-thru lane with a bypass lane and one-way directional traffic in the drive aisles adjacent to the proposed drive-thru lane will improve efficiency in customer service time and keep vehicular traffic movement at a satisfactory level. The proposed Scooter's drive-thru lane will also meet the required minimum stacking spaces for drive-thru queues as the lane provides for the stacking of 8 total vehicles, (with 4 from the pick-up window) as required by the City's Code to minimize traffic congestion and impacts on the public streets.

(g) The site area is sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use:

The proposed area is sufficient for the development of the Scooter's Coffee Shop along with its related drive-thru lane, bypass lane, parking, and proposed site improvements. The Scooter's Coffee development will be redeveloping a portion of the existing building and surrounding paved areas and will only be making minor modifications to the drive aisles and parking spaces to improve the overall site design for the implementation of the drive-thru lane and new/additional landscape islands.

(h) The Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remains active;

The owner and operators of Scooter's have received, acknowledge, and agree that the Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remain active. It is the intent of Scooter's to keep the Certificate of Occupancy and business license for Scooter's active to allow the drive-thru operation.

(i) The Special Exception is transferable administratively pursuant to compliance with City Codes, submitting documentation and payment of fees only after the previous condition has been met; and

The owner and operators of Scooter's have acknowledged this requirement in writing and understand the transferable conditions of the Special Exception.

(j) Any pre-existing code violations shall be satisfied before a business tax receipt and/or certificate of occupancy is issued for the proposed use.

The owner and operators of Scooter's have been informed of this requirement and have acknowledged that if there are any pre-existing code violations on the property, the applicant will work with City staff to resolve the violation prior to receiving the certificate of occupancy for the building.

It is the opinion of the Director of Community Development that the review standards for special exception, as outlined in Section 10-5.4(G)(4), Code of Ordinances, have been satisfied.

CONCLUSION: This item supports Goal #3 of the City of Tamarac's 2040 Strategic Plan, *"The City of Tamarac is Economically Resilient."* The applicant proposes redevelopment of an existing commercial property to accommodate a coffee shop with drive-thru service and associated infrastructure within a currently vacant tenant bay. The proposed use is anticipated to stimulate economic activity within the plaza while improving the architectural aesthetic of the existing structure, thereby advancing the City's economic development objectives focused on revitalizing underutilized commercial properties and infrastructure.

As such, the Director of Community Development recommends that the City Commission approve the proposed Special Exception to allow for the redevelopment of an existing retail structure to accommodate a ±1,491 square-foot coffee shop with drive-thru service and associated infrastructure within the MU-C (Mixed-Use Corridor) zoning district, subject to the conditions of approval, at its February 25, 2026 meeting.

1. That the applicant agrees that any transfer of Special Exception including all associated conditions will be acknowledged by the new owner in writing.
2. The applicant agrees that additional measures to mitigate any traffic impact to the surrounding area will be implemented to include: mobile menu ordering, sufficient personnel for drive-thru assignment, and pull-through parking spaces dedicated for

drive-thru order pick-ups.

FISCAL IMPACT: There will be no direct budgetary impact. This application is funded by an application/processing fee.

INTERVENING ACTION: At its January 7, 2026 meeting, the Planning Board voted 4-0 to forward a recommendation of approval with conditions for the proposed Special Exception application to the City Commission at its January 29, 2026 meeting.

At its January 29, 2026 meeting, the City Commission voted 5-0 to table the item to the February 25, 2026 meeting to allow the Applicant to present additional information and respond to Commission questions regarding the proposal.

Kent Walia,
Director of Community Development

Attachments:
Board Order for Special Exception– Temp Board Order No. 102
Justification Letter (*5-Z-25 / Special Exception*)
Site Location Map
Scooter's Coffee Proposed Site Plan
Traffic Impact Statement
Scooter's Coffee Elevations – Sheets 1 & 2

KW/ATJ

Prepared by and Return to:
CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

Space Above This Line for Processing Data

Space Above This Line for Recording

FINAL ORDER FOR DEVELOPMENT PERMIT

BEFORE THE CITY COMMISSION
CITY OF TAMARAC, FLORIDA
BO – 2026 – _____

HEARING DATE: February 25, 2026
CASE NO. 5-Z-25

IN RE: The Application of: Scooter's Coffee- Tamarac
Location: 8201 N Pine Island Road, Tamarac, Florida 33321

Property Folio Identification Number: 4941-05-17-0040

Property Legal Description: TAMARAC TOWN SQUARE 112-1 B POR PAR A DESC AS COMM NW COR PAR A, E 158.62,SE 200.90,E 141.63,S 181.67,E 193,S 152.96, SW 130.76,S 200,E 12,S 67.86,SW 75.95,S 23.83,W 57.34TO POB,W 92.75,N 69.50,E 92.75,S 69.50 TO POB

FINAL ORDER APPROVING/DENYING SPECIAL EXCEPTION

Order granting/denying Special Exception approval for Scooter's Coffee-Tamarac, to allow for a drive-through restaurant in the MU-C (Mixed Use Corridor) zoning district, pursuant to the Tamarac Code of Ordinances.

Linfield, Hunter & Junius, Inc. designated agent for PALM Brew dba Scooter's Coffee (the "Applicant"), is requesting approval of a Special Exception to allow for a *Restaurant,(with drive through)* use on the subject property, legally described as TAMARAC TOWN SQUARE 112-1 B POR PAR A, located at 8201 N. Pine Island Road, Tamarac, Florida ("Property").

Notice of the request for Special Exception was given pursuant to Chapter 2, Article X and Chapter 10, Section 10-5.3(F) of the City of Tamarac Code of Ordinances. The City Commission of the City of Tamarac ("Commission") has identified that the Property is in the MU-C (Mixed-Use Corridor) zoning district.

Pursuant to the authority contained in Section 10-5.4(G) of the City of Tamarac Code of Ordinances, the Planning Board has reviewed the application, held a quasi-judicial public hearing on, and recommend to the City Commission, **APPROVAL OF THE APPLICATION.**

Following consideration of all testimony and evidence presented at the City Commission hearing on **February 25, 2026**, and pursuant to Sections 2-369, 2-370, 10-5.3(G) and 10-5.3(H) of the City of Tamarac Code of Ordinances, the City Commission **FINDS**:

a) That the proposed development will/will not be consistent with the Comprehensive Plan.

b) That the proposed development will/will not comply with applicable district, use, and development standards in the City of Tamarac Code of Ordinances.

c) That the proposed development will/will not be compatible with the existing natural environment and community character of the properties within the immediate neighborhood.

d) That the proposed development will/will not be desirable for public convenience and is/is not injurious or otherwise detrimental to the public health, safety, comfort, and welfare.

e) That the proposed development will/will not minimize adverse effects, including noise, light, dust, or other potential nuisances, on adjacent properties to the greatest extent practicable.

f) That the proposed development will/will not include adequate provisions for safe and convenient vehicular and pedestrian traffic movement to, from, and through the site that minimizes traffic congestion in the public streets.

g) That the site area is/is not sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use.

h) That the Special Exception shall only remain valid during the period of which the certificate of occupancy and business tax receipt remains active.

i) That the Special Exception is transferable administratively subject to compliance with City Codes, all conditions of approval set forth herein (if any), and the submission of documentation and payment of all fees (if any).

j) Any pre-existing code violations shall be satisfied before a business tax receipt and/or certificate of occupancy is issued for the proposed use.

Pursuant to the authority contained in Sections 2-369, 2-370, 10-3.2, 10-5.3 (G) and (H) and 10-5.4 (G) of the City of Tamarac Code of Ordinances, the Applicant's request for Special Exception Approval to allow for a *Restaurant, (with drive through)* use in the MU-C (Mixed-Use Corridor) zoning district located at 8201 N Pine Island Road, is hereby **DENIED / GRANTED WITH CONDITIONS** subject to the following:

1. *That the applicant agrees that any transfer of the Special Exception including all associated conditions will be acknowledged by the new owner in writing.*
2. *The applicant agrees that additional measures to mitigate any traffic impact to the surrounding area will be implemented to include mobile menu ordering, sufficient*

personnel for drive-thru assignment, and pull-through parking spaces dedicated for drive-thru order pick-ups.

3. *The applicant agrees that the hours of operation on weekdays (Monday through Friday) are from 5:00 a.m. to 8:00 p.m., and on weekends (Saturday and Sunday) from 5:00 a.m. to 8:00 p.m.*

This document shall be recorded in the public records of Broward, County, Florida.

DONE and ORDERED this _____ day of _____, 2026, in Tamarac, Florida.

CITY COMMISSION
CITY OF TAMARAC, FLORIDA

_____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

STATE OF FLORIDA)
) §§
COUNTY OF BROWARD)

I hereby certify that on this day, before me, by means of ☑ **physical presence or** ☐ **online** notarization, appeared City Commission, Mayor Michelle J. Gomez, to me personally known, who acknowledged that she is the Mayor of the City of Tamarac ("City") City Commission, a Florida municipal corporation, and that this instrument was signed for the purposes contained on behalf of the City and by the authority of the City, and that she further acknowledges the instrument to be the free act and deed of the City Commission.

Sworn to and subscribed before me this _____ day of _____, 2026.

_____
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

This Board Order was filed in the Office of the City Clerk on this ___ day of _____ 2026.

EST. 1998
SCOOTER'S COFFEE

1 REVISED 10/24/25
2 REVISED 11/26/25

N. PINE ISLAND RD.

SCOOTER'S PROPOSED "DO NOT ENTER/THANK YOU" SIGN
PROPOSED STOP/ DO NOT ENTER SIGN
SCOOTER'S PROPOSED "PULL FORWARD" SIGNS & PARKING SPACES
PROPOSED STOP BAR
EXIST. DRAINAGE & UTILITY EASEMENT
PROPOSED MONUMENT SIGN
PROPOSED ADA/SIDEWALK CONNECTION
PROPOSED DRIVE-THRU WINDOW/ WALK-OUT DOOR
PROPOSED ADA/ PEDESTRIAN CROSSWALK
PROPOSED ADA RAMP
PROPOSED SCOOTER'S COFFEE BUILDING SPACE (±1,420 S.F.)
FUTURE PROPOSED TENANT SPACE (±1,465 S.F.)
PROPOSED MENU BOARD & SPEAKER/ CANOPY
EXIST. DENTIST OFFICE TO REMAIN (±2,341 S.F.)
PROPOSED SIDEWALK
PROPOSED CLEARANCE BAR
EXIST. BUILDING SETBACK LINE
EXISTING PROPERTY LINE
EXISTING DUMPSTER ENCLOSURE
EXISTING STOP SIGN
EXISTING STOP BAR
EXISTING 12' UTILITY EASEMENT
EXIST. FLO-THRU EASEMENT
EXISTING BUILDING CANOPY/ OVERHANG
PROPOSED DRIVE-THRU DIRECTIONAL SIGN
EXISTING STOP BAR
EXISTING SIDEWALK/ PEDESTRIAN CONNECTION
EXISTING STOP SIGN
EXISTING PEDESTRIAN CROSSWALK
EXISTING 12' FPL EASEMENT
EXISTING 12' DRAINAGE EASEMENT
EXISTING 10' FPL EASEMENT
STM

0' 60' 120'
11"x17" SCALE: 1" = 60'

LINFIELD, HUNTER & JUNIUS, INC.
PROFESSIONAL ENGINEERS,
ARCHITECTS AND SURVEYORS
3608 18th Street, Suite 200
Metairie, Louisiana 70002

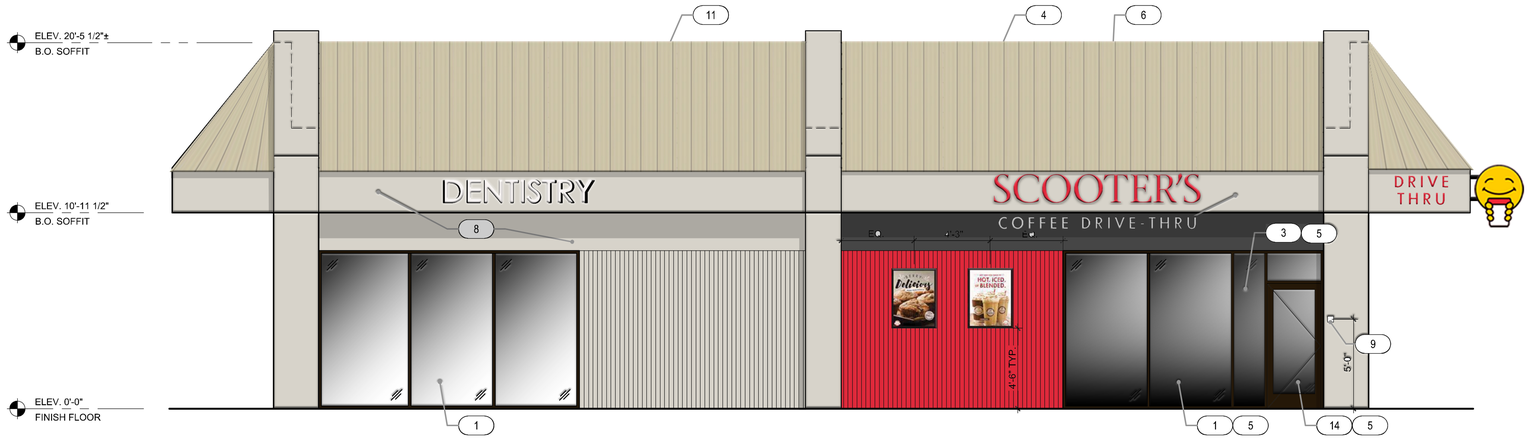
© 2024 by Linfield, Hunter & Junius, Inc.

SCOOTER'S #2698 - 8201 N. PINE ISLAND RD., TAMARAC (BROWARD COUNTY), FL

THIS SHEET: SITE PLAN

DRAWN BY LHJ
CHECKED BY LHJ
APPROVED BY LHJ

PROJ. NO. 25-074
DATE 10/10/2025
SHEET NO. 1



1 EXTERIOR ELEVATION

SCALE: 1/4" = 1'-0"



2 EXTERIOR ELEVATION

SCALE: 1/4" = 1'-0"

GENERAL NOTES

A. CONTRACTOR TO VERIFY EXISTING CONDITIONS.
B. CONTRACTOR TO PROTECT ALL EXISTING EXTERIOR FINISHES, WINDOWS, AND ELEMENTS TO REMAIN DURING CONSTRUCTION. PATCH OR REPAIR AS NEEDED.
C. ALL NEW WORK TO MARCH EXISTING ADJACENT MATERIALS IN FINISH, TEXTURE, AND COLOR UNLESS NOTED OTHERWISE.
D. CONTRACTOR TO COORDINATE PLACEMENT OF ANY NEW EXTERIOR MOUNTED EQUIPMENT, SIGNAGE, OR LIGHTING WITH ARCHITECTURAL ELEVATIONS AND MEP DRAWINGS.
E. MAINTAIN EXISTING DRAINAGE PATTERS. ENSURE ROOF DRAINAGE AND/OR GUTTER AND DOWNSPOUTS REMAIN CLEAR AND FUNCTIONAL THROUGH OUT CONSTRUCTION.
F. ANY MODIFICATIONS TO EXTERIOR OPENINGS MUST MAINTAIN STRUCTURAL INTEGRITY, BE WEATHER-TIGHT AND FLASHED PROPERLY.
G. CONTRACTOR TO MAINTAIN CLEAN WORK AREAS AROUND BUILDING EXTERIOR, REMOVE DEBRIS AS NEEDED SO NOT TO INTERFERE WITH SITE TRAFFIC.

KEY NOTES (X)

1. EXISTING STOREFRONT SYSTEM. G.C. TO INSPECT AND CLEAN TO "LIKE NEW" CONDITION.
2. EXPRESS DOOR/WINDOW WITH BI-PART CONFIGURATION - COLOR; DARK BRONZE
3. PORTION OF NEW STOREFRONT FRAME AND GLAZING. G.C. TO MATCH EXISTING STOREFRONT.
4. ROOF TOP UNIT BEYOND, REFER TO MECHANICAL DRAWINGS.
5. INSTALL BLACK OUT FILM ON INTERIOR SIDE OF GLAZING.
6. SIGNAGE BY OTHERS, UNDER A SEPARATE SUBMITTAL & PERMIT.
7. OWNER PROVIDED SIGN PANELS.
8. EXISTING BUILDING EXTERIOR FINISH
9. KNOX BOX AT 60" A.F.F. AS REQUIRED BY FIRE DEPARTMENT.
10. ELECTRICAL SERVICE, REFER TO ELECTRICAL DRAWINGS. PAINT TO MATCH EXTERIOR FINISH.
11. EXISTING ROOF TILE TO REMAIN.
12. INFILL POTION OF WALL. CONSTRUCTION AND FINISH TO MATCH ADJACENT WALL.
13. NEW STOREFRONT DOOR. FRAME AND GLAZING TO MATCH ADJCENT STOREFRONT SYSTEM.
14. NEW REAR DOOR WITH GLAZING, FRAME AND GLAZING TO MATCH ADJACENT WINDOW SYSTEM.
15. INSULATED DARK BRONZE ALUMINUM WINDOWS WITH DUAL PANE TEMPERED GLASS

REGISTRATION SEAL

NOT FOR CONSTRUCTION

FREDERICK J. GOGLIA
ARCHITECT, NCARB, RDI
1950 CRAIG ROAD, SUITE 300 ST. LOUIS, MO 63146
PH. (314) 415-2400 FAX (314) 415-2300 www.arcv.com

SCOOTER'S COFFEE EST. 1998

REV	DATE	DESCRIPTION	BY
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8			
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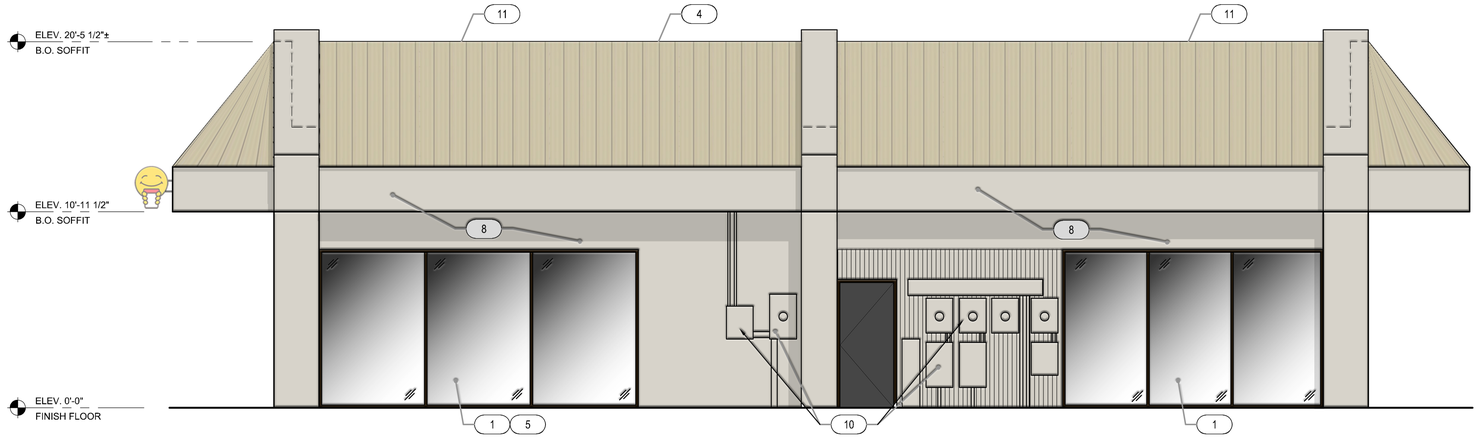
TITLE:
EXTERIOR ELEVATIONS

PROJECT ADDRESS:
8201 NW 88TH AVE.
TAMARAC, FL 33321

FRANCHISEE & STORE NUMBER:
SCOOTER'S COFFEE #2698
PALM BREW, LLC

ISSUE DATE:
11/18/2025
PROJECT NO.
250296
DRAWN BY:
BTD
CHECKED BY:
MD

SHEET NO.
A4.0



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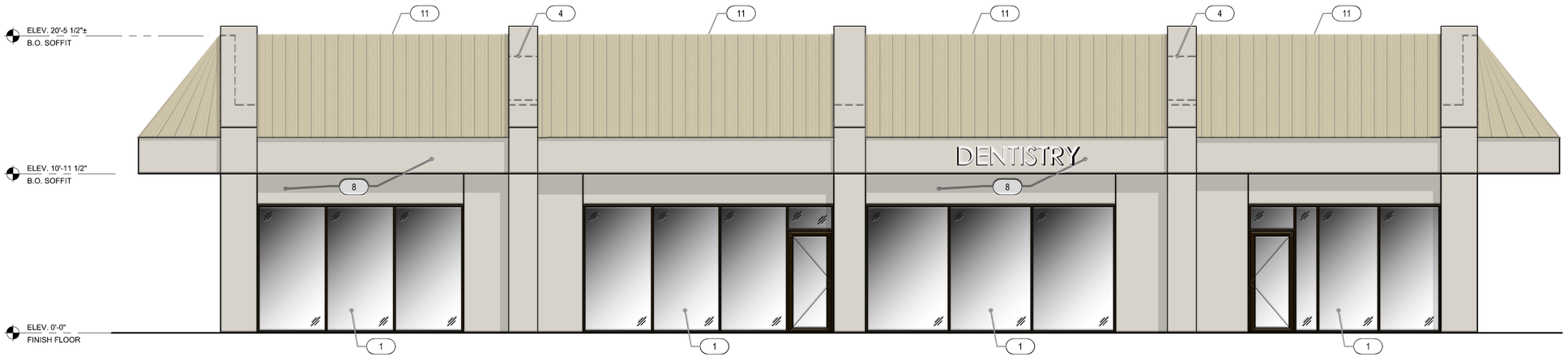

2 EXTERIOR ELEVATION

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SCOOTER'S COFFEE EST. 1998

REV	DATE	DESCRIPTION	BY
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TITLE:

EXTERIOR ELEVATIONS

PROJECT ADDRESS:
8201 NW 88TH AVE.
TAMARAC, FL 33321

FRANCHISEE & STORE NUMBER:
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PALM BREW, LLC

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SHEET NO.

A4.1

LINFIELD, HUNTER & JUNIUS, INC.
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ARCHITECTS AND SURVEYORS

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Robert E. Nockton, P.E.
Mark K. Annino
Casey M. Genovese, P.E.

Daniel A. Flores, P.E.
John M. Jackson, P.E.
Vincent J. Leco, III, P.E.
Eric R. Wright, P.E.
Timothy J. Roth, P.E.
Richard A. Van Wootten, P.E.

October 14, 2025
Revised: November 6, 2025

City of Tamarac – Community Development, Planning Board, and City Commission

RE: Special Exception Request
Scooter's Drive-Thru Coffee Shop
8201 N. Pine Island Rd.
Tamarac, FL 33321
Our File #: 25-074

Introduction

On behalf of the applicant, PALM Brew (dba Scooter's Coffee), Linfield, Hunter, & Junius, Inc. ("the agent") has prepared and hereby submits a Special Exception application for a drive-thru to be allowable with the proposed remodel of an existing ±2,885 S.F. 7-Eleven within a shared ±5,226 S.F. multi-tenant building into a Scooter's Drive-Thru Only Coffee Shop and additional future tenant space located at 8201 N. Pine Island Rd., Tamarac FL 33321. The Property ID number is 4941 05 17 0040 and the site is ±0.148 Acres (±6,446 S.F.). The site is currently zoned MU-C (Mixed-Use Corridor). According to the City of Tamarac Land Development Code Article 3 Table 10-3.1, a special exception is required for a restaurant with a drive-thru. According to the City of Tamarac's Future Land Use, the subject property is currently under the COM (Commercial) Future Land Use designation.

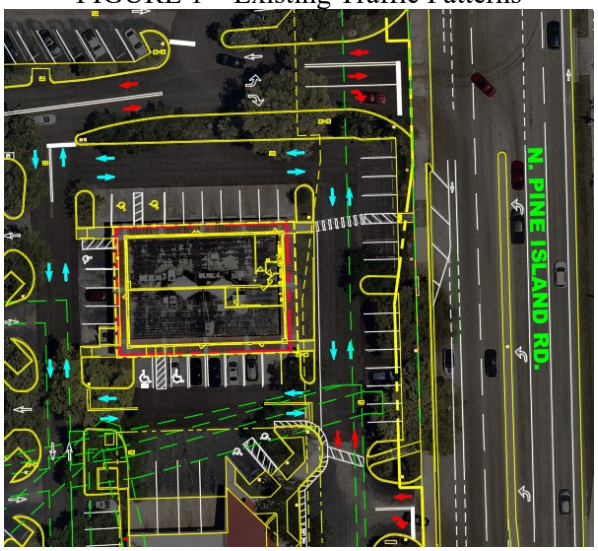
This application is being submitted on behalf of the potential Lessee, PALM Brew (dba Scooter's Coffee). Consent has also been provided from the property owner of the subject property, Jamestown Tamarac LP, for the agent to submit this special exception request.

Background

The subject property currently is developed with an existing ±5,226 S.F. multi-tenant building. There is an existing ±2,341 S.F. dental office on the south side of the building and a ±2,885 S.F. 7-Eleven occupying the north side of the building. The existing dental office will remain, and the 7-Eleven space will be remodeled for a Scooter's Drive-thru Only Coffee Shop and an additional future tenant space. The existing site is within the parking lot of the Tamarac Town Square development. Currently, there is an existing Cross-Parking and Easement Agreement including the building for the proposed Scooter's Coffee Shop which allows for cross-parking and access for all developments within the Tamarac Town Square, including the proposed Scooter's development building, to access and park within all access and parking areas throughout the Tamarac Town Square development. There are also existing driveways for the Tamarac Town Square including three (3) driveways along N. Pine Island Rd. and two (2) driveways along Southgate Boulevard. More specifically, there are two (2) driveways within close proximity to the proposed Scooter's building including a full-access driveway to the north and a right-in/right-out driveway to the south. Please see Figure 1 for an exhibit depicting the existing traffic circulation for the site. The blue arrows represent the traffic flow patterns around the Scooter's building, and the red arrows

represent the traffic flow patterns on shared access drives surrounding the Scooter's building and accessing to N. Pine Island Road.

FIGURE 1 – Existing Traffic Patterns



Due to the addition of the drive-thru and to eliminate as many conflicts as possible, the shared access drives along the east and north sides of the proposed Scooter's building will be converted from two-way traffic flow to one-way traffic flow. The existing cross-parking and shared access agreement to the Tamarac Town Square development is proposed to remain. Patrons can utilize either of the above-mentioned N. Pine Island Road driveways to enter and exit the site via the shared access agreement with the Tamarac Town Square development. Restriping of the eastern and northern drive aisles is proposed with new directional arrows, stop bars, and "DO NOT ENTER" pavement striping to direct vehicular traffic and to promote the most efficient and safe traffic circulation possible for patrons utilizing this area for access. Additionally, in conjunction with the existing signage along the drive aisles directing traffic flow ("Stop" signs, "Do Not Enter" signs, etc.), new and additional Scooter's wayfinding signs and new directional signage ("Stop" sign & "Do Not Enter" sign) will be installed at the intersections of drive aisles surrounding the Scooter's development to safely direct motorists through and around the development. Figure 2 illustrates the proposed traffic circulation for the site. The blue arrows represent the traffic flow patterns around the Scooter's building, and the red arrows represent the traffic flow patterns on shared access drives surrounding the Scooter's building and accessing N. Pine Island Road.

FIGURE 2 – Proposed Traffic Patterns



Scooter's Coffee Business Operations

It is the intent of Scooter's Coffee to have business operations which have as minimal impact as possible on adjacent developments. Once the store has opened and the franchisee has assessed the store's performance, the operating/business hours may be modified by approximately 30 minutes to an hour for either the opening or closing times. Currently, the Scooter's Coffee is planned to be open 7 days a week with the business/operating hours as follows:

- Weekdays (Monday - Friday): 5:00 A.M. – 8:00 P.M.
- Weekends (Saturday & Sunday): 6:00 A.M. – 8:00 P.M.

As is the case with almost all coffee shops, the busiest time of day for the Scooter's Coffee is typically 6:00 A.M. – 8:00 A.M. coinciding with patrons' morning commute. The drive-thru lane provided for the Scooter's Coffee development meets the City of Tamarac's requirements for drive-thru lanes providing 8 stacking spaces.

This Scooter's Coffee will be the first location operated by Palm Brew, LLC, who is the owner/operator of the proposed store. The South Florida Laser Dentistry is located within the same building as the proposed Scooter's Coffee. The dentist office's access is located on the south side of the building. The dentist office has the following hours of operation: Monday 9 AM – 6 PM; Tuesday 11 AM – 8 PM; Wednesday 8 AM – 2 PM; Thursday 8 AM – 4 PM; Alternating Fridays 8 AM – 2 PM; Closed Saturday & Sunday. The dental office does not open any earlier than 8:00 A.M. and only opens at 8:00 AM on a few days of the week (Wednesday, Thursday, and alternating Fridays). The dental office is closed on weekends and opens at 9:00 A.M. on Mondays and 11:00 A.M. on Tuesdays. Since the dental office's opening hours do not conflict with the Scooter's Coffee peak hours, it is not anticipated that the operations of the Scooter's Coffee will adversely impact the operations of the dental office.

Since the Scooter's Coffee will be drive-thru service only with no indoor dining or walk-up service, the only people parking at the Scooter's will be employees going to work. All other trips will be vehicular patrons using the drive-thru to order. A typical Scooter's shift has only 3-4 employees working, and an extra employee may be added during peak hours for approximately 4-5 employees working a shift. The Scooter's Coffee should not affect adjacent businesses due to parking since the maximum parking spaces needed for the Scooter's at any time should be only 5 parking spaces for the employees.

The Scooter's pre-development team has already reached out to the Scooter's delivery team and distribution company and has confirmed that only one delivery will be required per week, and the delivery will be dropped off one hour before the Scooter's opens. Therefore, there will be no adverse impact to adjacent businesses caused by Scooter's delivery trucks.

Per conversation with Andrew Kandy, Commercial Operations Manager for Waste Management (solid waste services provider for the dumpster), the amount of garbage collection pickups per week can be modified to meet the demands of any development. Additionally, garbage collection times can be modified to any times between 7:00 A.M. – 7:00 P.M. to best fit the needs of the Scooter's facility and to ensure that the trash truck does not have any conflicts with the operations of the Scooter's facility. Waste Management has reviewed the proposed site plan and existing dumpster location and has issued an approval letter to confirm that "the ability to service the existing dumpster for the business in its current location and the adequacy of the existing dumpster to service the location is satisfactory."

The Scooter's Coffee shop will be drive-thru only service. Scooter's Coffee now offers mobile orders to be placed, but patrons must still go to through the drive-thru to pick up their mobile order. No walk-up window or indoor dining will be available. The proposed drive-thru lane will be a single stacking lane that wraps the north and east side of the building and provides space for up to 8 stacking vehicles from the

pick up window to the end of the stacking lane near the southeast corner of the building to meet the City of Tamarac's minimum standards for a drive-thru lane.

While the drive-thru lane was designed per the City of Tamarac's minimum standards, the Scooter's development has multiple stacking mitigation measures that could possibly be implemented to reduce the amount of vehicles stacked in the drive-thru lane. One measure that could possibly be implemented is the use of a few "pull-forward" parking stalls located on the north side of the Scooter's parking lot. If a large order was placed that will take longer to prepare, the customer can be asked to move to a parking stall and out of the drive-thru lane to allow for smaller orders to be processed and cleared from the drive-thru lane while the larger order is still being prepared. In conjunction with the "pull forward" parking stalls, Scooter's may also possibly implement a drive-thru window/walk-out door instead of a traditional drive-thru pick-up window. This door would act as a sliding door which would fully open and allow for employees to walk directly out to a patron waiting to receive their order in line or to a patron that was directed to move to a "pull-forward" parking stall. Additionally, to help expedite collecting and processing payment for orders, Scooter's is developing a system to allow staff to walk up to cars with a handheld Point of Sale device to take orders. If implemented, this will allow for orders to be received earlier, so the order can be prepared quicker and reduce any congestion & the amount of time patrons spend waiting at the pick-up window. The methods above are available for Scooter's to possibly incorporate if necessary in order to mitigate & reduce any impact to surrounding drive aisles, parking, and business.

Special Exception Review Standards (LDC Article 5, Section 10-5.4-G-4)

(a) The proposed development will be consistent with the Comprehensive Plan;
The City of Tamarac's 2050 Comprehensive Plan was reviewed to ensure that key elements of the Comprehensive Plan were implemented in the design of the Scooter's Coffee development. The proposed Scooter's Coffee Restaurant is in alignment with the Future Land Use Element as the future land use for the Scooter's site on the City's Future Land Use Map is listed as Commercial (Policy 1.1). Pedestrian circulation is a priority throughout the site design. Pedestrian pathways are provided and striped along drive aisles to allow for safe travel of pedestrians when crossing vehicular use areas. Pedestrian paths are also provided to N. Pine Island Road which allows for a direct path to the bus stop along N. Pine Island Road (Policy 1.3). The site will be reusing the existing building and existing site paving areas. The Scooter's Coffee Shop will be surrounded by a restaurant with drive-thru and multiple commercial retail spaces, so the Scooter's Coffee Shop will be compatible with the adjacent land uses. (Policy 1.5). The site will be implemented into an existing building and development and will reuse existing services to the building and site (Objective 2). The site will not modify the existing stormwater management system in place for the Tamarac Town Square (Policy 5.3). The site drive aisles will be restriped to ensure safe and convenient on-site traffic circulation with adequate off-street parking (Policy 10.1). The site is in alignment with the Transportation element by providing crosswalks and walking paths directly to the public frontage which will allow for walking pedestrians and pedestrians from the bus stop to access the site (Objective 4). The Scooter's Coffee Shop does not apply to the Housing element of the comprehensive plan. The proposed Scooter's Coffee Shop development plans to reuse the existing infrastructure including water service, sanitary sewer service, and storm water collection system which will conserve the existing infrastructure in line with the Infrastructure Element. The Scooter's Coffee Shop project aligns with the Conservation Element of the City's Comprehensive Plan by being developed within an existing building and not further expanding onto any undeveloped land. The Scooter's Coffee Shop project does not apply to the Recreation and Open Space Element of the City's comprehensive plan. The Scooter's Coffee Shop does not apply to the Intergovernmental Coordination Element of

the City's Comprehensive Plan. The Scooter's Coffee Shop project conforms to the development requirement of the Comprehensive Plan, LDC, and will reuse the existing public facilities provided to the site in conformance with Objective 4 of the Capital Improvement Element of the City of Tamarac's Comprehensive Plan. This project does not apply to the Education Element of the City of Tamarac's Comprehensive Plan. The Scooter's Coffee Shop will generate new jobs and a location for the sale of food and drinks which will generate economic development in line with the Economic Development Element of the City of Tamarac's Comprehensive Plan.

(b) The proposed development will comply with applicable zoning district, use, and development standards of this Code;

Per the LDC Article 2 Section 10-2.3, the intent of the Mixed-Use districts is to foster compact mixed-use development patterns that provide people with the opportunity to live, work, recreate, and shop in pedestrian-friendly environments. The proposed site is inclusive of pedestrian access via sidewalk connections provided, safe vehicular ingress/egress options through the shared access throughout the Tamarac Town Square and driveway connections along N. Pine Island Road, and public transit access provided via the existing bus stop just north of the proposed Scooter's building along N. Pine Island Road. It is designed to maximize proposed landscaped areas by providing new/additional landscaped islands around parking areas while providing efficient traffic circulation. The proposed drive-thru lane complies with the City of Tamarac's LDC requirements for Drive-Though Stacking Space Requirements as outlined in Table 10-4.5 which requires a "minimum 8 stacking spaces total including 4 between the street and the order box and 4 between the order box and the pick-up window." The proposed Scooter's drive-thru lane as designed meets the overall 8 minimum required stacking spaces as well as the other aforementioned stacking space requirements.

(c) The proposed development will be compatible with the existing natural environment and community character of the properties within the immediate neighborhood;

The adjacent land uses within the Tamarac Town Square are a mix of retail, office space, and restaurants with drive-thru lanes. The proposed Scooter's Coffee Shop and future tenant space along with the existing dental office would be compatible with the existing natural environment and community character of the adjacent, nearby properties since similar uses are already existing within the Tamarac Town Square. None of the existing drive aisles surrounding the building will be removed, so all existing access (with some circulation improvements for the new Scooter's) will still remain available to residents accessing the site. Additionally, since the proposed Scooter's development will be within the existing building, there will be minimal change to the existing character of the development and immediate neighborhood.

(d) The proposed development will be desirable for public convenience, and not injurious or otherwise detrimental to the public health, safety, and welfare;

The proposed development will utilize the existing building and utilities already in place for water and sewer. There should be no public health effects associated with this development. Public convenience will be increased by the drive-thru service proposed for providing efficient wait times and maximizing traffic efficiency to contribute to public safety and comfort. Scooter's Coffee operates on a 3 minute service standard meaning that a customer should receive their order at the pick-up window within 3 minutes or less of placing their order at the menu board. Additionally, safety improvements are anticipated with the redirection of traffic flow from two-way to one-way. Drive aisle striping, including striping for crosswalks will be added for pedestrian safety.

(e) The proposed development will minimize adverse effects, including noise, light, dust, or other potential nuisances, on adjacent properties to the greatest extent practicable;

Since the Scooter's development will be part of an existing building and development, the proposed development will not have an adverse impact on the nearby properties and will not be detrimental to its use and peaceful enjoyment. Erosion control measures are being designed for during the construction period to limit effects of any construction affecting the adjacent neighbors. No objectionable noise, light, dust, or other potential nuisances will negatively impact neighboring properties. The existing site lighting will be used, so no additional lighting will be added to the existing development. The speaker for the drive-thru will be facing east away from all adjacent commercial developments and out towards N. Pine Island Road. The nearest residential area is ±370 linear feet away and should not be effected by the operations at the Scooter's Coffee Shop. All surrounding uses are commercial in nature.

(f) The proposed development will include adequate provisions for safe and convenient vehicular and pedestrian traffic movement to, from, and through the site that minimizes traffic congestion in the public streets;

Site circulation using the drive-thru lane with a bypass lane and one-way directional traffic in the drive aisles adjacent to the proposed drive-thru lane are implemented to improve efficiency in customer service time and to keep vehicular and traffic movement at a satisfactory level. Striped pedestrian crossings are incorporated in areas where pedestrians would be entering vehicular areas to reach the building. Additionally, there will be parking and sidewalks directly adjacent to the building which will allow for pedestrians to access the building without entering any vehicular areas. A pedestrian pathway that serves the bus stop on N. Pine Island Road via the existing sidewalk on N. Pine Island Road is proposed. Since the drive-thru lane is implemented around the existing building, is located within the existing parking lot, is offset from the main access along N. Pine Island Road, and is proposed along with by-pass drives adjacent to and around the stacking lane, the drive-thru lane is designed in order to minimize traffic congestion within the Tamarac Town Square development and the public streets. Since the proposed Scooter's Coffee Shop will be drive-thru only service, all employees and operations will be dedicated to the orders being placed in the drive-thru to ensure that the drive-thru customers are served as quickly as possible. Additionally, the proposed drive-thru lane complies with the City of Tamarac's LDC requirements for Drive-Though Stacking Space Requirements as outlined in Table 10-4.5 which requires a "minimum 8 stacking spaces total including 4 between the street and the order box and 4 between the order box and the pick-up window." The proposed Scooter's drive-thru lane as designed meets the overall 8 minimum required stacking spaces as well as the other aforementioned stacking space requirements.

(g) The site area is sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use;

The proposed area is sufficient for the development of the Scooter's Coffee Shop along with its related drive-thru lane, bypass lane, parking, and proposed landscaping. The Scooter's Coffee development will be reusing a portion of the existing building and the existing paved areas and will only be making minor modifications to the drive aisles and parking spaces to improve the overall site design for the implementation of the drive-thru lane and new/additional landscape islands. It complies with the FLU designation for this site as well.

(h) The Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remain active;

The owner, owner/operator, and Scooter's have received, acknowledge, and agree that the Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remain active. It is the intent of Scooter's to keep the Certificate of Occupancy and business license for Scooter's active to allow the drive-thru operation.

(i) The Special Exception is transferable administratively pursuant to compliance with City Codes, submitting documentation and payment of fees only after the previous condition has been met; and
The owner, owner/operator, and Scooter's have received, acknowledge, and agree that the Special Exception is transferable administratively pursuant to compliance with City Codes, submitting documentation and payment of fees only after the previous condition has been met.

(j) Any pre-existing code violations shall be satisfied before a certificate of occupancy is issued for the proposed use;
The owner, owner/operator, and Scooter's have received, acknowledge, and agree that any pre-existing code violations shall be satisfied before a certificate of occupancy is issued for the proposed use.

Very truly yours,
LINFIELD, HUNTER & JUNIUS, INC.



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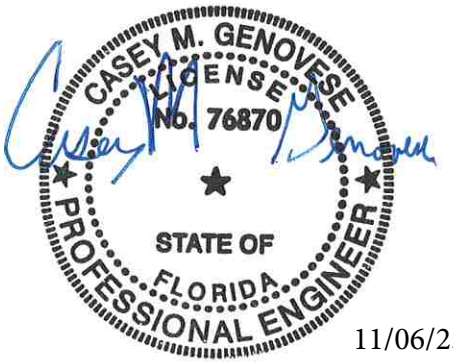
TRAFFIC IMPACT ANALYSIS
FOR
SCOOTER'S COFFEE
8201 N. PINE ISLAND RD.
TAMARAC, FL

Project #25-074



11/06/25

November 2025

Prepared By:

LINFIELD, HUNTER & JUNIUS, INC.

PROFESSIONAL ENGINEERS, ARCHITECTS AND SURVEYORS

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EXECUTIVE SUMMARY

The following report is submitted as documentation of a study to examine the potential impact of a Drive-Thru Only Scooter's Coffee development in Tamarac, FL upon the existing roadway system and prevailing traffic conditions in the surrounding area. Its proposed location is at 8201 N. Pine Island Rd. The Scooter's Coffee will be located within the existing building space previously occupied by the 7-Eleven convenience store.

The purpose of this investigation is to ascertain and quantify any relevant issues involving traffic movements to and from this proposed establishment through the approximation and evaluation of future conditions and to recommend remedial measures if such are determined necessary.

In support of this concept, an analysis was conducted of the lane orientation, functional characteristics, and trip generations on N. Pine Island Rd. at the existing Tamarac Town Square main driveway.

Traffic volumes and other salient information were procured for this thoroughfare and vehicular capacity calculations were conducted to determine the current times and values of traffic volume along the existing roadway. Projections for arrival and departure trips associated with the new Scooter's Coffee development were determined and distributed as dictated by existing movements and regional circulation patterns. The Scooter's Coffee trips entering and exiting the existing Tamarac Town Square main access driveway were used to simulate conditions after the opening of the facility. A new residential townhome development is also proposed to be constructed by another developer along the east side of N. Pine Island Rd. opposite the Scooter's Coffee Shop with a new future driveway aligned with the existing driveway for the Tamarac Town Square development which the Scooter's Coffee development is within. Per direction from the City of Tamarac, the intersection was also analyzed for how it would perform with the addition of the Scooter's Coffee and the future residential townhome development. Trip generations and distributions of the proposed residential development were based on a Traffic Impact Study performed by others for the proposed residential development. The volumes projected for entry and exit at the existing Tamarac Town Square main access driveway were determined to operate within acceptable parameters.

A comparison of trip generations to the building for the proposed Scooter's Coffee development was performed for trip generations of the previous 7-Eleven and the proposed Scooter's Coffee. It was determined that significantly fewer trips will be generated to the driveway by the proposed Scooter's Coffee development than the previously existing 7-Eleven.

It is thus found that the installation of a new Scooter's Coffee development at 8201 N. Pine Island Rd. will impose no significant additional congestion or delay at the N. Pine Island Rd. and main Tamarac Town Square driveway intersection above and beyond what already currently exists today.

INTRODUCTION

The new Scooter's Coffee development is located in the existing closed 7-Eleven located at 8201 N. Pine Island Rd. in Tamarac, Florida as shown in **Appendix A Figure 1**. The site is currently a building with drive aisles, parking spaces, sidewalks, landscaping, and signage throughout. The development will consist of only minor site paving work and restriping with the addition of relocated parking stalls and directional signage and site striping for clear traffic circulation direction. There will be no indoor dining or walk-up service available, so all trips generated to the site will be entering the drive-thru lane with the exception of employees working a shift at the Scooter's.

N. Pine Island Rd. is a four-lane divided city-roadway with two northbound lanes, two southbound lanes, and bike lanes along both sides of the roadway. At the subject intersection of N. Pine Island Rd. and the main Tamarac Town Square driveway which is the second driveway north of the N. Pine Island Rd. and NW 81st Street intersection, there is an existing median cut which allows for northbound left turns into the driveway via a dedication left-turn deceleration/stacking lane and an existing right-turn deceleration lane for southbound right turns into the driveway.

EXISTING AM & PM VOLUME TIMES AND VALUES COLLECTED AT N. PINE ISLAND RD. & MAIN TAMARAC TOWN SQUARE DRIVEWAY

Turning Movement Counts (TMCs) were taken at the intersection of N. Pine Island Rd. & the main driveway of the Tamarac Town Square next to the Scooter's Coffee site to count the hourly traffic turning movements in all directions from 6:00 AM to 9:30 AM and from 3:30 PM to 7:00 PM on Wednesday, October 29, 2025 to determine the AM and PM peak hour traffic movements through the roadway network. These values are listed in **Appendix B Figure 1** for the AM TMCs and **Appendix B Figure 2** for the PM TMCs. The AM and PM Peak Hour were determined by determining which 4 consecutive 15-minute intervals had the highest total traffic volume. It was determined that the AM peak hour was between 7:15 AM and 8:15 AM, and the PM peak hour was between 5:00 PM and 6:00 PM. These volumes were then used in Synchro Pro SimTraffic 12 along with projected arrivals and departures to analyze the HCM Level of Service for the developed condition with the Scooter's Coffee facility in place. **Table 1** below summarizes the existing AM and PM peak hour volumes.

Table 1: Existing Conditions Volume for All Directions of Travel at the Intersection of N. Pine Island Rd. & Main Tamarac Town Square Driveway

Travel Direction	Existing AM Volume	Percentage of Total for Existing AM	Existing PM Volume	Percentage of Total for Existing PM
Northbound Flow	1015	45.2	1410	47.4
Southbound Flow	1162	51.9	1390	46.8
Eastbound Flow	65	2.9	172	5.8
Westbound Flow	0	0.0	0	0.0
Total for All Directions	2242	100	2972	100

TRIP GENERATION COMPARISON

The purpose of this evaluation is to provide trip generations for the proposed Scooter's Coffee development to compare the trip generations of the proposed Scooter's Coffee to the previously existing 7-Eleven development. The property access is via the Tamarac Town Square existing driveway & existing internal drive aisles, and no direct access is proposed to N. Pine Island Rd. The Scooter's Coffee trip generations may access the Scooter's Coffee site via the internal Tamarac Town Square access drives from N. Pine Island Rd..

Trip Generation Rates

The number of vehicle trips that will originate from, or are destined to, a development is dependent upon the type and amount of land uses contained within that development. Trip rates used in this analysis are from the ITE Trip Generation Manual, 11th Edition. Tables 2A and 2B below summarize the land use type, land use code, and trip rates for the previous 7-Eleven development, and Tables 3A and 3B below summarize the land use type, land use code, and trip rates for the proposed Scooter's Coffee. The pages from the ITE Trip Generation Manual where the rates were determined can be found in **Appendix C Figures 1-4**.

Table 2A – ITE AM Peak Hour Trip Rate – 7-Eleven

Land Use	LUC	Unit Rate	AM Peak Hour		
			Equation	% In	% Out
Convenience Store	851	Trips/1,000 S.F.	Average Rate = 62.54	50%	50%

Table 2B – ITE PM Peak Hour Trip Rate – 7-Eleven

Land Use	LUC	Unit Rate	PM Peak Hour		
			Equation	% In	% Out
Convenience Store	851	Trips/1,000 S.F.	Average Rate = 49.11	51%	49%

Table 3A – ITE AM Peak Hour Trip Rate – Scooter's Coffee

Land Use	LUC	Unit Rate	AM Peak Hour		
			Equation	% In	% Out
Coffee/Donut Shop with Drive-thru Window & No Indoor Seating	938	Drive-Through Lanes	Average Rate = 39.81	50%	50%

Table 3B – ITE PM Peak Hour Trip Rate – Scooter's Coffee

Land Use	LUC	Unit Rate	PM Peak Hour		
			Equation	% In	% Out
Coffee/Donut Shop with Drive-thru Window & No Indoor Seating	938	Drive-Through Lanes	Average Rate = 15.08	50%	50%

Studies conducted by ITE reveal that certain land uses do not have all trips generated by new trips onto the roadway network. The trip generation volumes need to be adjusted to consider the effects of pass-by trips and internal capture. Pass-by trips are the portion of the total trips that

are already on the roadway network and are intermediate stops on the way from an origin to a destination. Internal capture is the portion of the total number of trips that are contained within the Tamarac Town Square shopping center. First, the number of internal capture trips are subtracted from the trip generation volumes. Then, the number of pass-by trips are subtracted from the resultant volumes to determine the adjusted/net volume of project traffic that impacts the road system. For this evaluation the percentage of internal capture is 5%. The percentage of pass-by trips is taken from the ITE Trip Generation Manual, 11th Edition. There is no pass-by data available for the 7-Eleven Land Use Code 851, Convenience Store, but the pass-by data for the Scooter's Land Use Code 938, Coffee/Donut Shop with Drive-thru Window & No Indoor Seating, has a pass-by rate of 90% for the AM Peak Hour and 98% for the PM Peak Hour. The tables showing these pass-by rates can be found in **Appendix C Figures 5-6**. The trip generation reductions for both the 7-Eleven and the Scooter's via the internal capture and pass-by (if applicable) are calculated and outlined in the tables below. Since there is no pass-by data available for the 7-Eleven development, the trip generations for both developments will be compared using the trip generations of both developments only with the internal capture reductions.

Trip Generations – Previous (7-Eleven)

According to ITE Trip Generation Manual, 11th Edition, for Code 851, Convenience Store, the trips generated to the site are dependent on square footage of the building. Table 4 below summarizes the gross trip generation for the previously existing 7-Eleven building. Table 4A below shows the calculation of the internal capture reduction and the resultant volume when the internal capture trips are subtracted from the gross trip generations.

Table 4 – ITE Gross Trip Generation Volumes (Previous 7-Eleven) – Land Use Code 851

Land Use	Amount	AM Peak Hour	PM Peak Hour
Convenience Store	2,885 S.F.	180 (90 In / 90 Out)	142 (73 In / 69 Out)

Table 4A – Trip Generation Reduction (Internal Capture Trips)

Land Use	% Internal Capture	AM Peak Hour (Internal)	PM Peak Hour (Internal)
Convenience Store	5%	-9	-7
Resultant Volume	-	171 (86 In / 85 Out)	135 (69 In / 66 Out)

Trip Generations – Proposed (Scooter's Coffee)

According to ITE Trip Generation Manual, 11th Edition, for Code 938, Coffee/Donut Shop with Drive-Through Window & No Indoor Seating, the trips generated to the site are dependent on the number of drive-through lanes. Table 5 below summarizes the gross trip generation for the proposed project. Table 5A below shows the calculation of the internal capture reduction and the resultant volume when the internal capture trips are subtracted from the gross trip generations. Table 5B below shows the pass-by reduction amounts and the resultant volume when the pass-by trips are subtracted from the net trips already reduced by the internal capture reduction.

Table 5 – ITE Gross Trip Generation Volumes (Proposed Scooter's Coffee) – Land Use Code 938

Land Use	Amount	AM Peak Hour	PM Peak Hour
Coffee/Donut Shop with Drive-Thru Window & No Indoor Seating	1 Drive-Thru Lane	40 (20 In / 20 Out)	15 (8 In / 7 Out)

Table 5A – Trip Generation Reduction (Internal Capture Trips)

Land Use	% Internal Capture	AM Peak Hour (Internal)	PM Peak Hour (Internal)
Coffee/Donut Shop with Drive-Thru Window & No Indoor Seating	5%	-2	-1
Resultant Volume	-	38 (19 In / 19 Out)	14 (7 In / 7 Out)

Table 5B – ITE Trip Generation Reduction (Pass-By Trips) – Land Use Code 938

Land Use	% Pass-By AM	AM Peak Hour (Pass-By)	% Pass-By PM	PM Peak Hour (Pass-By)
Coffee/Donut Shop with Drive-Thru Window & No Indoor Seating	90%	-34	98%	-12
Net Resultant Volume	-	4 (2 In / 2 Out)	-	2 (1 In / 1 Out)

Net Trip Generation Comparison

Net trips are determined by calculating the difference in the adjusted trip volumes between the existing and proposed uses and further by subtracting the internal capture trips then the pass-by trips from the proposed trip volumes. As mentioned previously and since only the Scooter's Coffee land use has pass-by data available, the 7-Eleven resultant trips (with only the internal capture reduction) will be compared to the Scooter's resultant trips (with only the internal capture reduction). Table 6 summarizes the estimated trip generation between the previously existing 7-Eleven and the Scooter's Coffee with only internal capture reduction considered.

Table 6 – Net Trips Comparison Between 7-Eleven and Scooter's with Internal Capture Reduction Only

	AM Peak Hour	PM Peak Hour
7-Eleven	171	135
Scooter's	38	14
Net Reduction in Generated Trips	-133 (-67 In / -66 Out)	-121 (-62 In / -59 Out)

As shown in **Table 6**, the projected trips generated by the Scooter's Coffee development is expected to be significantly less than the projected trips generated by the previously existing 7-Eleven development. Therefore, the anticipated impact on the roadway network and driveway intersection caused by the proposed Scooter's Coffee development is anticipated to be less than the impact previously caused by the 7-Eleven.

PROJECTED TRIP ENDS

During the 1960's, the Institute of Transportation Engineers began collecting and compiling data relative to the magnitude and time distribution of arrival and departure trips at various types and sizes of commercial, business, residential, and governmental facilities. Their findings were subsequently published in "Trip Generation", an informational report made available to planners, transportation officials, zoning administrators, and others as a tool for the estimation of future traffic volumes associated with proposed developments. This document has become the most widely accepted authority on this type of information.

The Trip Generation Manual incorporates new data with that of all previous recordation in graphic plots as a function of independent variables, such as number of drive-through lanes and peak hour traffic volume on adjacent streets. This method allows derivation from a composite pattern, greatly reducing the potential for skewed results based upon a limited number of samples, one or more of which may be atypical. The trip end projections are presented as 24-hour totals on a weekday, Saturday, or Sunday, and as hourly volumes for peak periods for those same day-of-week designations.

In the case of the proposed Scooter's Coffee development and existing access driveway, Trip Generation land use code 938, Coffee/Donut Shop with Drive-Through Window and No Indoor Seating, was used. The trip generations for the AM peak hour were determined using the number of drive-through lanes (1 lane) and the trip generations average rate from the ITE Trip Generation Manual, 11th Edition, Volume 5. The ITE Trip Generation average rate used for determining the trip generation of the AM and PM Peak Hours can be found in **Appendix C Figures 3 & 4, respectively**. **Table 5** above in the previous section of this report shows the calculation of the gross trip generations of the Scooter's Coffee development per the ITE Trip Generation Manual.

As previously mentioned and calculated in **Table 5A** in this report, internal capture trips are considered as part of the trips generated to the Scooter's Coffee development. Internal capture occurs when the proposed trip-generating development is a part of an existing overall shopping center development. In this particular case the existing overall development is the Tamarac Town Square shopping center. Some of the trips generated by the Scooter's Coffee development may come from another development within the Tamarac Town Square. For example, an employee of one of the stores or developments in the Tamarac Town Square may stop at the Scooter's Coffee. Since these internal capture trips come from the Tamarac Town Square and the subject intersection is for the driveway into Tamarac Town Square, the calculated internal capture reduction trips are not included within the trips generated to the Tamarac Town Square driveway.

As previously mentioned and calculated in **Table 5B** of this report, pass-by trips are considered as part of the trips generated to the Scooter's Coffee development site. However, studies conducted by ITE reveal that trips generated to uses such as a drive-through only coffee shops are not all newly generated trips on the roadway network. For example, a driver may decide to stop at the coffee/donut shop while heading to work. That driver's trip is already on the roadway network but is temporarily diverted to the coffee/donut shop. These trips are considered pass-by trips. These pass-by trip are not included within the new trips generated in the roadway network at the intersection of N. Pine Island Rd. and the main Tamarac Town Square driveway. However, these pass-by trips are obviously included within the new trips generated in and out of the proposed Scooter's Coffee shop development site. Pass-by activity is anticipated to be a significant portion of the trips generated by the Scooter's Coffee Shop. The ITE Trip Generation Manual (11th Edition) shows that based on studies performed by ITE for land use 938 coffee/donut shop with drive-through window and no indoor seating, the average pass-by trip generation percent is 90% for the AM Peak Hour and 98% for the PM Peak Hour. **Table 5B** above shows application of the 90% and 98% pass-by rate to the new trips from the roadway network (not including the internal capture trips) to reach the net new trips generated which will be added to the existing traffic volumes.

The new trips added to the roadway network from N. Pine Island Rd. were added proportionally, based on the existing traffic volumes of the northbound and southbound movements only. The entering new trips generated and the pass-by trips are distributed proportionally based on the existing volumes entering the intersection from the northbound and southbound approaches of N. Pine Island Rd., and the exiting new trips generated are distributed proportionally based on the existing volumes exiting the intersection from the northbound and southbound approaches. Since the pass-by trips are for existing vehicles already on the roadway network and passing the Scooter's development, the pass-by trips that enter the site from a certain approach (northbound or southbound) must exit via the same direction. **Tables 7 and 8** below show how the percentages used for determining trip distributions for newly-generated and pass-by trips anticipated to enter and exit the Scooter's were calculated for the AM and PM peak hours, respectively.

Table 7: Percent Proportion of Existing Traffic Volume & Trip Distribution on N. Pine Island Rd. for the AM Peak Hour

Entering Scooter's Coffee				
Direction	**AM Volume**	**Percentage of Existing Volume on N. Pine Island Rd.**	**New Generated Trips**	**Pass-By Trips***
Northbound	1015	46.6	1	8
Southbound	1162	53.4	1	9
Exiting Scooter's Coffee				
Direction	**AM Volume**	**Percentage of Existing Volume on N. Pine Island Rd.**	**New Generated Trips**	**Pass-By Trips***
Northbound	924	43.8	1	8
Southbound	1186	56.2	1	9

*Pass-By trips are only proportionally distributed based on the entering volume and must be the same for the entering and exiting volume.

Table 8: Percent Proportion of Existing Traffic Volume & Trip Distribution on N. Pine Island Rd. for the PM Peak Hour

Entering Scooter's Coffee				
Direction	**PM Volume**	**Percentage of Existing Volume on N. Pine Island Rd.**	**New Generated Trips**	**Pass-By Trips***
Northbound	1410	50.4	1	3
Southbound	1390	49.6	0	3
Exiting Scooter's Coffee				
Direction	**PM Volume**	**Percentage of Existing Volume on N. Pine Island Rd.**	**New Generated Trips**	**Pass-By Trips***
Northbound	1248	45.7	0	3
Southbound	1481	54.3	1	3

*Pass-By trips are only proportionally distributed based on the entering volume and must be the same for the entering and exiting volume.

The volumes in **Tables 7 & 8**, when incorporated into those originally recorded, as given in **Table 1,** yield the projected traffic load for the subject intersection with the Scooter's Coffee development at full operational status. Northbound Through pass-by trips will be rerouted to a Northbound Left and Eastbound Left. Southbound Through pass-by trips will be rerouted to a Southbound Right and Eastbound Right. **Tables 9 & 10** show the total projected trips for each directional movement at the intersection of N. Pine Island Rd. and the main Tamarac Town Square driveway. The above mentioned generated trips and rerouted trips due to pass-by are shown in the "Net Trip Change" column in **Tables 9 & 10**.

Table 9: Total AM Projected Trips at the Intersection of N. Pine Island Rd. and Tamarac Town Square Driveway (Scooter's Only)

Travel Direction	Path	Existing Trips	Net Trip Change	Projected Trips
Northbound	Left Turn	102 (3 U-Turns)	+9	111 (3 U-Turns)
Northbound	Through	913	-8	905
Northbound	Right Turn	-	-	-
Southbound	Left Turn	4 (4 U-Turns)	-	4 (4 U-Turns)
Southbound	Through	1125	-9	1116
Southbound	Right Turn	33	+10	43
Westbound	Left Turn	-	-	-
Westbound	Through	-	-	-
Westbound	Right Turn	-	-	-
Eastbound	Left Turn	7	+9	16
Eastbound	Through	-	-	-
Eastbound	Right Turn	58	+10	68

Table 10: Total PM Projected Trips at the Intersection of N. Pine Island Rd. and Tamarac Town Square Driveway (Scooter's Only)

Travel Direction	Path	Existing Trips	Net Trip Change	Projected Trips
Northbound	Left Turn	180 (1 U-Turn)	+4	184 (1 U-Turn)
Northbound	Through	1230	-3	1227
Northbound	Right Turn	-	-	-
Southbound	Left Turn	6 (6 U-Turns)	-	6 (6 U-Turns)
Southbound	Through	1320	-3	1317
Southbound	Right Turn	64	+3	67
Westbound	Left Turn	-	-	-
Westbound	Through	-	-	-
Westbound	Right Turn	-	-	-
Eastbound	Left Turn	12	+3	15
Eastbound	Through	-	-	-
Eastbound	Right Turn	160	+4	164

Along the east side of N. Pine Island Rd., there are currently plans for a new residential townhome development which will have a driveway in line with the Tamarac Town Square main driveway at the intersection of the Tamarac Town Square main driveway and N. Pine Island Rd.. Per request of the City of Tamarac's traffic engineering consultant, the intersection (including the impact to N. Pine Island Rd. & the Tamarac Town Square driveway) will also be studied for the scenario of both the Scooter's Coffee development and the new residential development at the same time. A Traffic Impact Study was previously prepared by others for the residential townhome development. For the purposes of including the trip generations added by the residential development, the trip generations and distribution from the Traffic Impact Study titled "Woodmont SEC of Pine Island Rd. & Southgate Blvd., City of Tamarac, Florida – Traffic Impact Study" originally dated October 25, 2021 and with a revision date of March 20, 2024, were added to the Projected Trips from Tables 9 & 10. The Woodmont Traffic Impact Study also states that *"a southbound left turn lane at the project entrance is being required as shown on the*

proposed [Woodmont] site plan," so a southbound left turn lane was included in the model for the scenario of both the Scooter's Coffee and residential development being developed. **Tables 11 & 12** show the total projected trips for each directional movement at the intersection of N. Pine Island Rd. and the main Tamarac Town Square driveway with the new trips generated by the residential development added. The generated trip distribution for the new residential development performed for the Woodmont Traffic Impact Study can be found in **Appendix D Figure 3**.

Table 11: Total AM Projected Trips at the Intersection of N. Pine Island Rd. and Tamarac Town Square Driveway (Scooter's and Residential Development)

Travel Direction	Path	Scooter's Trip Volumes	Trips Added By Residential Dev.	Projected Trips
Northbound	Left Turn	111 (3 U-Turns)	-	111 (3 U-Turns)
Northbound	Through	905	-	905
Northbound	Right Turn	0	+2	2
Southbound	Left Turn	4 (4 U-Turns)	+7	11 (4 U-Turns)
Southbound	Through	1116	-	1116
Southbound	Right Turn	43	-	43
Westbound	Left Turn	0	+6	6
Westbound	Through	0	-	0
Westbound	Right Turn	0	+23	23
Eastbound	Left Turn	16	-	16
Eastbound	Through	0	-	0
Eastbound	Right Turn	68	-	68

Table 12: Total PM Projected Trips at the Intersection of N. Pine Island Rd. and Tamarac Town Square Driveway (Scooter's and Residential Development)

Travel Direction	Path	Scooter's Trip Volumes	Trips Added By Residential Dev.	Projected Trips
Northbound	Left Turn	184 (1 U-Turn)	-	184 (1 U-Turns)
Northbound	Through	1227	-	1227
Northbound	Right Turn	0	+5	5
Southbound	Left Turn	6 (6 U-Turns)	+21	27 (6 U-Turns)
Southbound	Through	1317	-	1317
Southbound	Right Turn	67	-	67
Westbound	Left Turn	0	+3	3
Westbound	Through	0	-	0
Westbound	Right Turn	0	+13	13
Eastbound	Left Turn	15	-	15
Eastbound	Through	0	-	0
Eastbound	Right Turn	164	-	164

HCM LANE LEVEL OF SERVICE – DEVELOPED CONDITION RESULTS

The added delay from the AM and PM Peak Hour Existing Conditions to the projected trips for both the Scooter's Only Condition and the Scooter's + Residential Condition was compared for each movement to determine if the added trips would significantly impact the existing Level of Service for individual turning movements. The complete HCM Lane Level of Service Results generated by Synchro Pro SimTraffic 12 can be found in **Appendix E Figures 1-6**. For all of the scenarios below, there will be no delay at all for the "free flow" movements (southbound right turn, southbound through, northbound through, and "future" northbound right turn).

Table 13 shows the added delays for the AM Peak Hour for the Scooter's Only Condition. As shown in **Table 13** below, the greatest increase in delay is the eastbound Left Turn lane at the main Tamarac Town Square driveway with only 0.5 seconds of added delay. The added traffic due to the Scooter's Coffee development did not have a significant impact on the existing delay at the intersection and the Projected Level of Service for each lane movement remains the same.

Table 13: Existing and Projected Delay and Level of Service at N. Pine Island Rd. and Main Tamarac Town Square Driveway for the AM Peak Hour (Scooter's Only Condition)

Path	Existing Delay (seconds)	Existing LOS	Added Delay (seconds)	Projected LOS
NB Left Turn	13.4	B	0.2	B
EB Left Turn	15.1	C	0.5	C
EB Right Turn	14.4	B	0.2	B

Table 14 shows the added delays for the N. Pine Island Rd. & Main Tamarac Town Square driveway turning movements during the AM Peak Hour for the Scooter's + Residential Condition. As shown in **Table 14** below, the greatest increase in delay to a previously existing turning movement is the Eastbound Left Turn lane at the main Tamarac Town Square driveway with only 0.8 seconds of added delay. In addition, the new southbound left turn lane delay is only 12.3 seconds with an acceptable level of service of B. The added traffic due to the new residential development being constructed after the Scooter's Coffee development does not have a significant impact on the existing delay at the intersection and the Projected Level of Service remains the same for all existing movements.

Table 14: Existing and Projected Delay and Level of Service at N. Pine Island Rd. and Main Tamarac Town Square Driveway for the AM Peak Hour (Scooter's + Residential Condition)

Path	Existing Delay (seconds)	Existing LOS	Added Delay (seconds)	Projected LOS
NB Left Turn	13.4	B	0.2	B
EB Left Turn	15.1	C	0.8	C
EB Right Turn	14.4	B	0.2	B
SB Left Turn	-	-	12.3	B

Table 15 shows the added delays for the PM Peak Hour for the Scooter's Only Condition. As shown in **Table 15** below, the greatest increase in delay is the eastbound Left Turn lane at the main Tamarac Town Square driveway with only 0.4 seconds of added delay. The added traffic due to the Scooter's Coffee development did not have a significant impact on the existing delay at the intersection and the Projected Level of Service for each lane movement remains the same.

Table 15: Existing and Projected Delay and Level of Service at N. Pine Island Rd. and Main Tamarac Town Square Driveway for the PM Peak Hour (Scooter's Only Condition)

Path	Existing Delay (seconds)	Existing LOS	Added Delay (seconds)	Projected LOS
NB Left Turn	19.1	C	0.2	C
EB Left Turn	21.3	C	0.4	C
EB Right Turn	21.9	C	0.3	C

Table 16 shows the added delays for the N. Pine Island Rd. & Main Tamarac Town Square driveway turning movements during the PM Peak Hour for the Scooter's + Residential Condition. As shown in **Table 16** below, the greatest increase in delay to a previously existing turning movement is the Eastbound Left Turn lane at the main Tamarac Town Square driveway with only 1.6 seconds of added delay. In addition, the new southbound left turn lane delay is only 15.0 seconds with an acceptable level of service of C. The added traffic due to the new residential development being constructed after the Scooter's Coffee development does not have a significant impact on the existing delay at the intersection and the Projected Level of Service remains the same for all existing movements.

Table 16: Existing and Projected Delay and Level of Service at N. Pine Island Rd. and Main Tamarac Town Square Driveway for the PM Peak Hour (Scooter's + Residential Condition)

Path	Existing Delay (seconds)	Existing LOS	Added Delay (seconds)	Projected LOS
NB Left Turn	19.1	C	0.2	C
EB Left Turn	21.3	C	1.6	C
EB Right Turn	21.9	C	0.3	C
SB Left Turn	-	-	15.0	C

CONCLUSION

Inasmuch as the proposed site of the Scooter's drive-through only coffee shop in Tamarac, FL will be adding trip generations to the existing main Tamarac Town Square driveway, it was necessary to examine the current quality of traffic flow at that critical point and to determine the effect of the arrival and departure trips associated with the new facility upon those conditions.

In support of this process, methodology set forth in the Highway Capacity Manual was applied to the existing physical characteristics observed and recorded in the field. Peak period trip ends for the Scooter's Coffee development were then approximated from data contained in the ITE Trip Generation Manual and distributed to the various access movements in a manner consistent with logical ingress and egress patterns to and from the proposed project tract.

In addition, per direction from the City of Tamarac's Traffic Engineering Consultant, this intersection was also examined for the quality of the traffic flow for when both the Scooter's Coffee and the future proposed residential townhome development by others (to be located across N. Pine Island Rd. from Scooter's) have both been developed. Peak period trip ends for the future residential development were added to the analysis of the Scooter's development by incorporating the trip generations and associated access movements based on a previous Traffic Impact Study performed by JFO Group, Inc, entitled "Woodmont SEC of Pine Island Rd. & Southgate Blvd., City of Tamarac, Florida – Traffic Impact Study" originally dated October 25, 2021 and with a revision date of March 20, 2024. This resulted in two existing scenarios to be analyzed (AM Peak Hour and PM Peak Hour) and four developed scenarios to be analyzed (Scooter's Only AM, Scooter's Only PM, Scooter's + Residential AM, and Scooter's + Residential PM).

The findings of this process have revealed minor increases in the average delay parameter for the independent N. Pine Island Rd. approach movements and for the main Tamarac Town Square driveway approach movements to which projected trip ends were added. The northbound through, southbound through, and southbound right turn movements will not be affected by the proposed Scooter's development. The northbound left turn movement reflected a negligible extension of delay in all four developed scenarios of 0.2 seconds each, for which peak period motorists utilizing the northbound and southbound approaches along N. Pine Island Rd. would probably not even become aware of such a small magnitude of change in the routine delay experienced. Also, no turning movement along N. Pine Island Rd. experienced a letter-grade reduction in the level of service of that movement from the existing levels of service.

Given the findings of this endeavor, it is clear that operating conditions on the movements and approaches of N. Pine Island Rd. and the existing Tamarac Town Square access point have reflected levels of service within those traditionally considered acceptable. The main Tamarac Town Square driveway existing left-turn traffic conditions have acceptable levels of service (LOS) of C in both the AM and PM Peak Hours, and the addition of a Scooter's Coffee development at this intersection does not worsen these existing acceptable levels of service.

In view of these factors, it is the conclusion of this report that a Scooter's drive-through only coffee shop can be established at the 8201 N. Pine Island Rd. site with no significant detrimental effect upon prevailing conditions.

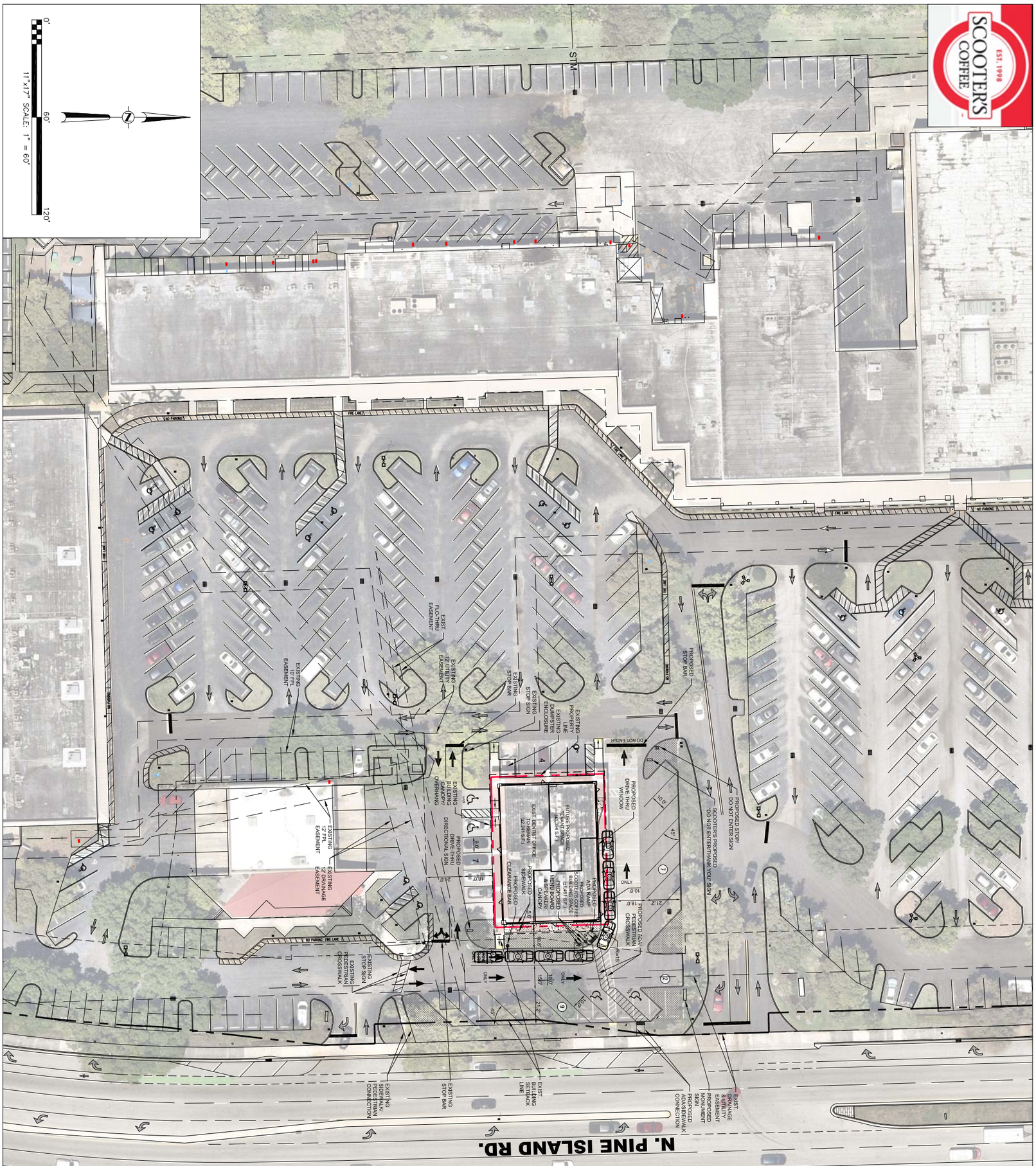
APPENDIX A – Site Vicinity Map & Site Plan

Site Vicinity Map - Figure 1

Site Plan – Figure 2

Figure 1


N. PINE ISLAND RD.
MAIN TAMARAC TOWN SQUARE DRIVEWAY
SCOOTER'S SITE
NW. 81ST ST.



SCOOTER'S #2698 - 8201 N. PINE ISLAND RD., TAMARAC (BROWARD COUNTY), FL		
THIS SHEET: SITE PLAN		
DRAWN BY: LHJ	CHECKED BY: LHJ	APPROVED BY: LHJ

PROJ. NO. 25-074
DATE 10/10/2025
SHEET NO. 1

LINFIELD, HUNTER & JUNIUS, INC.
PROFESSIONAL ENGINEERS,
ARCHITECTS AND SURVEYORS
3608 18th Street, Suite 200
Metairie, Louisiana 70002

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APPENDIX B – Existing Turning Movement Counts

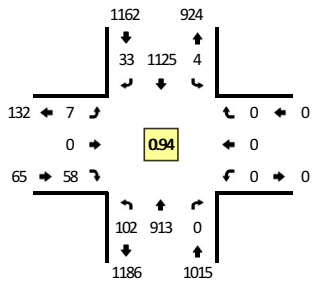
AM Peak Period Existing Turning Movement Counts – Figure 1
PM Peak Period Existing Turning Movement Counts – Figure 2

Figure 1

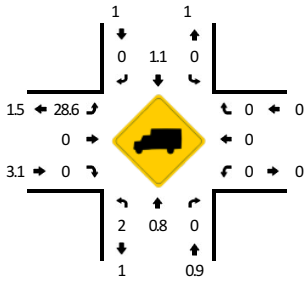
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

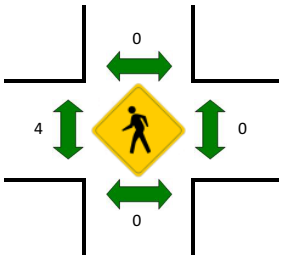
LOCATION: N Pine Island Rd -- Tamarac Town Square Dwy | **QC JOB #:** 17315901
CITY/STATE: Tamarac, FL | **DATE:** Wed, Oct 29 2025

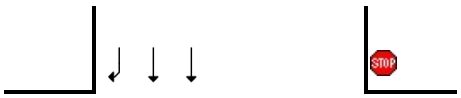
Peak-Hour: 7:15 AM -- 8:15 AM
Peak 15-Min: 7:15 AM -- 7:30 AM

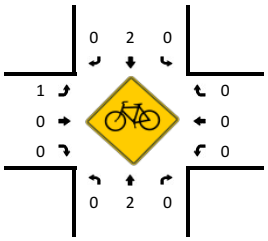


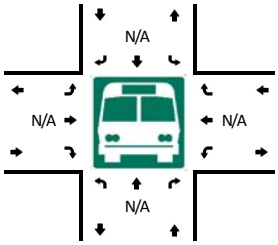


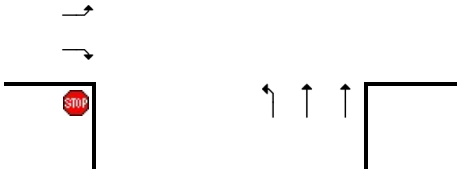


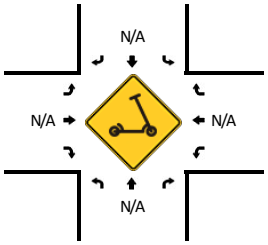












15-Min Count Period Beginning At	N Pine Island Rd (Northbound)				N Pine Island Rd (Southbound)				Tamarac Town Square Dwy (Eastbound)				Tamarac Town Square Dwy (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
6:00 AM	5	60	0	1	0	52	0	0	1	0	3	0	0	0	0	0	122	
6:15 AM	10	88	0	0	0	58	2	1	0	0	5	0	0	0	0	0	164	
6:30 AM	6	109	0	2	0	84	2	1	1	0	2	0	0	0	0	0	207	
6:45 AM	17	162	0	0	0	116	4	0	3	0	1	0	0	0	0	0	303	796
7:00 AM	28	200	0	1	0	140	5	0	6	0	8	0	0	0	0	0	388	1062
7:15 AM	38	314	0	2	0	222	4	2	1	0	14	0	0	0	0	0	597	1495
7:30 AM	15	208	0	0	0	294	12	2	1	0	17	0	0	0	0	0	549	1837
7:45 AM	21	201	0	0	0	314	9	0	3	0	14	0	0	0	0	0	562	2096
8:00 AM	25	190	0	1	0	295	8	0	2	0	13	0	0	0	0	0	534	2242
8:15 AM	19	212	0	0	0	267	7	1	6	0	20	0	0	0	0	0	532	2177
8:30 AM	27	203	0	0	0	243	13	1	4	0	17	0	0	0	0	0	508	2136
8:45 AM	27	211	0	0	0	194	11	1	7	0	16	0	0	0	0	0	467	2041
9:00 AM	36	175	0	0	0	209	11	1	3	0	27	0	0	0	0	0	462	1969
9:15 AM	17	131	0	0	0	150	8	4	5	0	20	0	0	0	0	0	335	1772

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	152	1256	0	8	0	888	16	8	4	0	56	0	0	0	0	0	2388
Heavy Trucks	0	4	0		0	8	0		0	0	0		0	0	0		12
Buses																	
Pedestrians		0				0				4				0			4
Bicycles	0	8	0		0	0	0		0	0	0		0	0	0		8
Scooters																	

Comments:

Report generated on 11/1/2025 5:38 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Figure 2

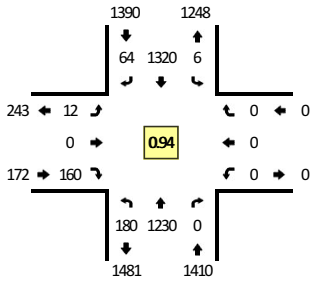
Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

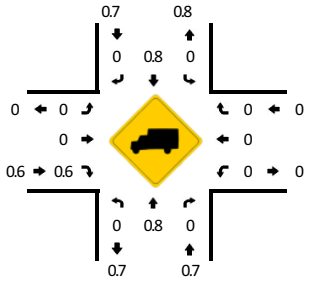
LOCATION: N Pine Island Rd -- Tamarac Town Square Dwy
CITY/STATE: Tamarac, FL

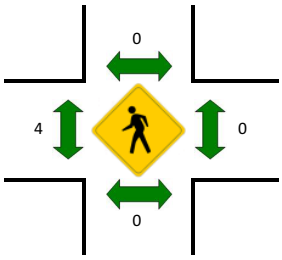
QC JOB #: 17315902
DATE: Wed, Oct 29 2025

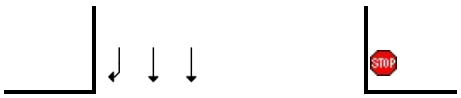
Peak-Hour: 5:00 PM -- 6:00 PM
Peak 15-Min: 5:30 PM -- 5:45 PM

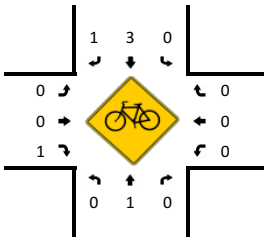


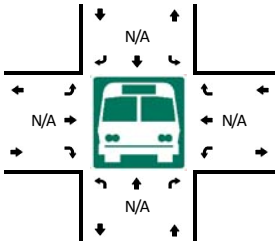


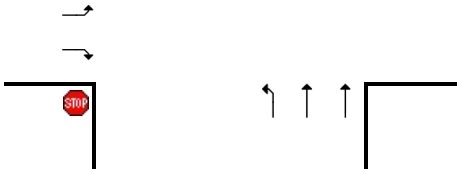


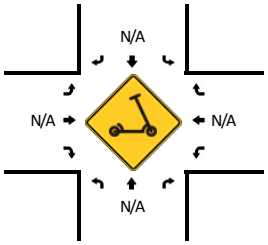












15-Min Count Period Beginning At	N Pine Island Rd (Northbound)				N Pine Island Rd (Southbound)				Tamarac Town Square Dwy (Eastbound)				Tamarac Town Square Dwy (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	30	238	0	1	0	266	11	5	4	0	43	0	0	0	0	0	598	
3:45 PM	39	225	0	0	0	243	13	0	5	0	29	0	0	0	0	0	554	
4:00 PM	50	235	0	0	0	251	21	1	7	0	35	0	0	0	0	0	600	
4:15 PM	33	232	0	0	0	287	12	2	8	0	37	0	0	0	0	0	611	2363
4:30 PM	40	253	0	0	0	251	17	0	5	0	41	0	0	0	0	0	607	2372
4:45 PM	42	273	0	0	0	320	18	3	4	0	30	0	0	0	0	0	690	2508
5:00 PM	31	305	0	1	0	345	9	0	1	0	46	0	0	0	0	0	738	2646
5:15 PM	47	308	0	0	0	314	18	5	2	0	44	0	0	0	0	0	738	2773
5:30 PM	43	334	0	0	0	350	24	1	4	0	33	0	0	0	0	0	789	2955
5:45 PM	58	283	0	0	0	311	13	0	5	0	37	0	0	0	0	0	707	2972
6:00 PM	39	248	0	0	0	217	22	1	9	0	31	0	0	0	0	0	567	2801
6:15 PM	38	215	0	2	0	292	28	0	2	0	50	0	0	0	0	0	627	2690
6:30 PM	39	256	0	0	0	222	18	0	8	0	53	0	0	0	0	0	596	2497
6:45 PM	28	232	0	2	0	231	28	1	4	0	43	0	0	0	0	0	569	2359

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	172	1336	0	0	0	1400	96	4	16	0	132	0	0	0	0	0	3156
Heavy Trucks	0	8	0		0	16	0		0	0	0		0	0	0		24
Buses																	
Pedestrians		0				0				4				0			4
Bicycles	0	4	0		0	0	0		0	0	4		0	0	0		8
Scooters																	

Comments:

Report generated on 11/1/2025 5:38 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

APPENDIX C – ITE Trip Generation Data

Land Use Code 851 – Convenience Store – AM – Figure 1

Land Use Code 851 – Convenience Store – PM – Figure 2

Land Use Code 938 – Coffee/Donut Shop with Drive-thru Window & No Indoor Seating – AM – Figure 3

Land Use Code 938 – Coffee/Donut Shop with Drive-thru Window & No Indoor Seating – PM – Figure 4

Land Use Code 938 – Coffee/Donut Shop with Drive-thru Window & No Indoor Seating – AM Pass-By Rate – Figure 5

Land Use Code 938 – Coffee/Donut Shop with Drive-thru Window & No Indoor Seating – PM Pass-By Rate – Figure 6

Figure 1

Convenience Store
(851)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 39
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
62.54	12.97 - 138.91	35.04

Data Plot and Equation

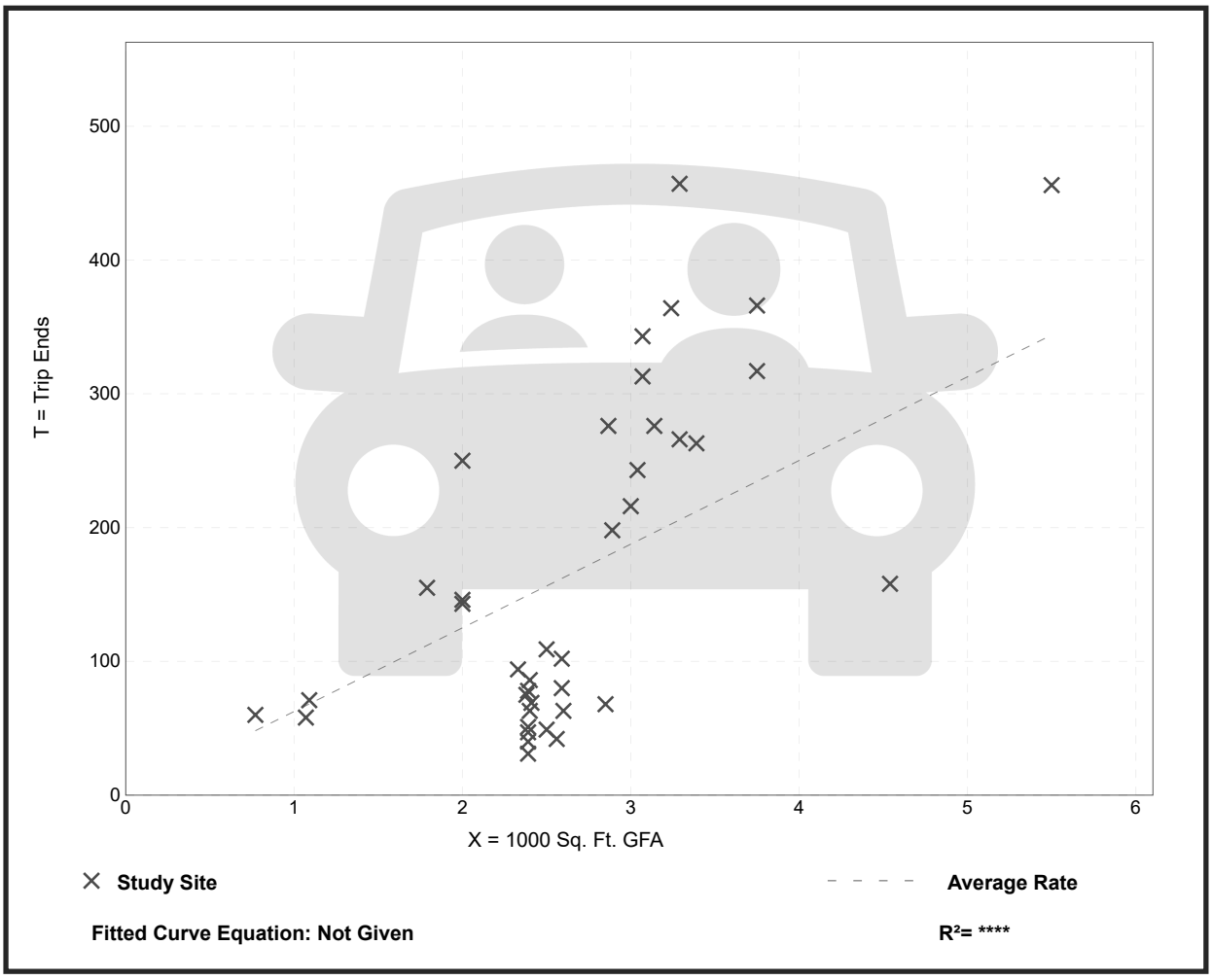


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Figure 2

Convenience Store
(851)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 39
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
49.11	15.90 - 98.18	20.84

Data Plot and Equation

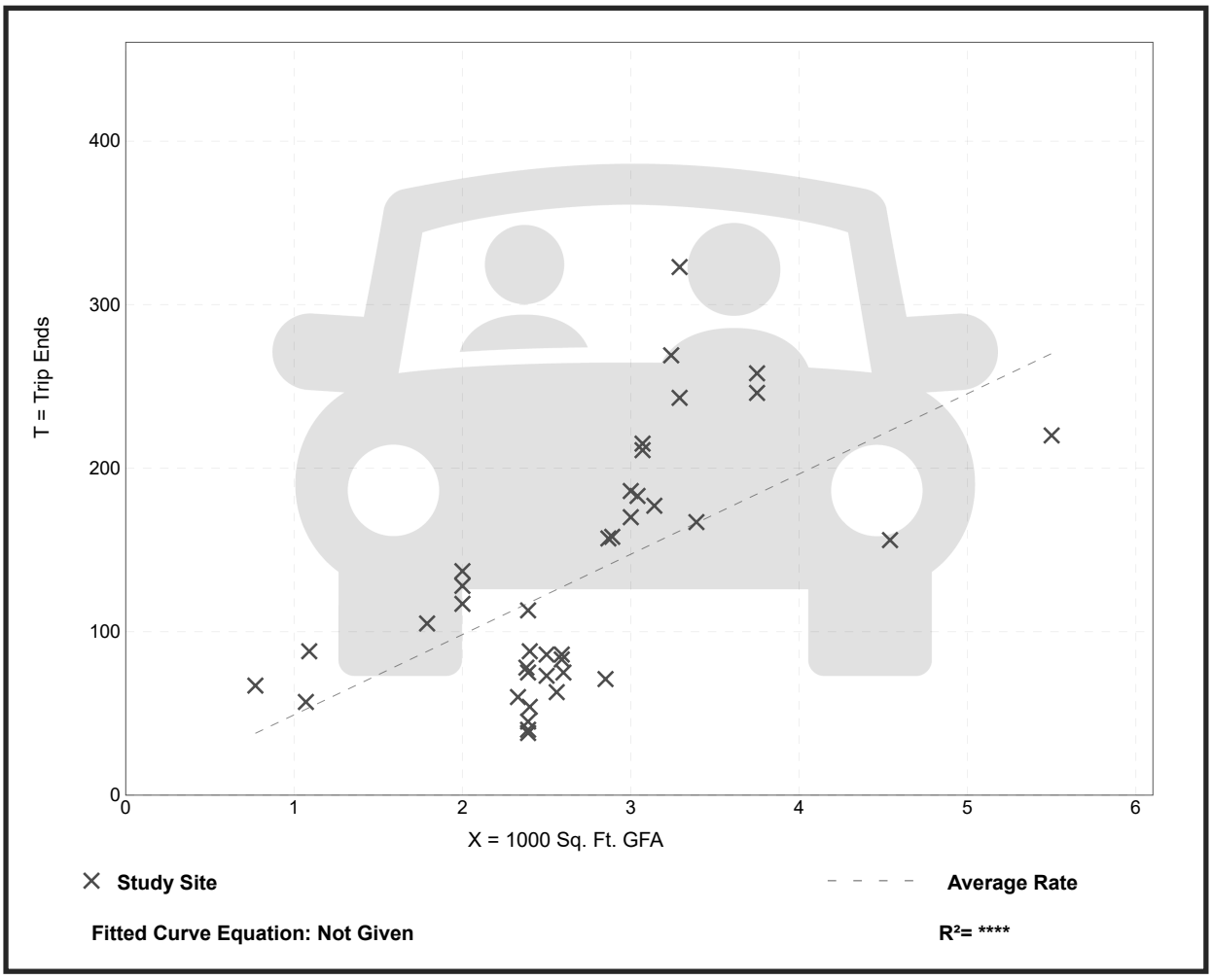

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Figure 3

Coffee/Donut Shop with Drive-Through Window and No Indoor Seating (938)

Vehicle Trip Ends vs:	**Drive-Through Lanes**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	20
Avg. Num. of Drive-Through Lanes:	1
Directional Distribution:	50% entering, 50% exiting

Vehicle Trip Generation per Drive-Through Lane

Average Rate	Range of Rates	Standard Deviation
39.81	16.00 - 69.00	15.44

Data Plot and Equation

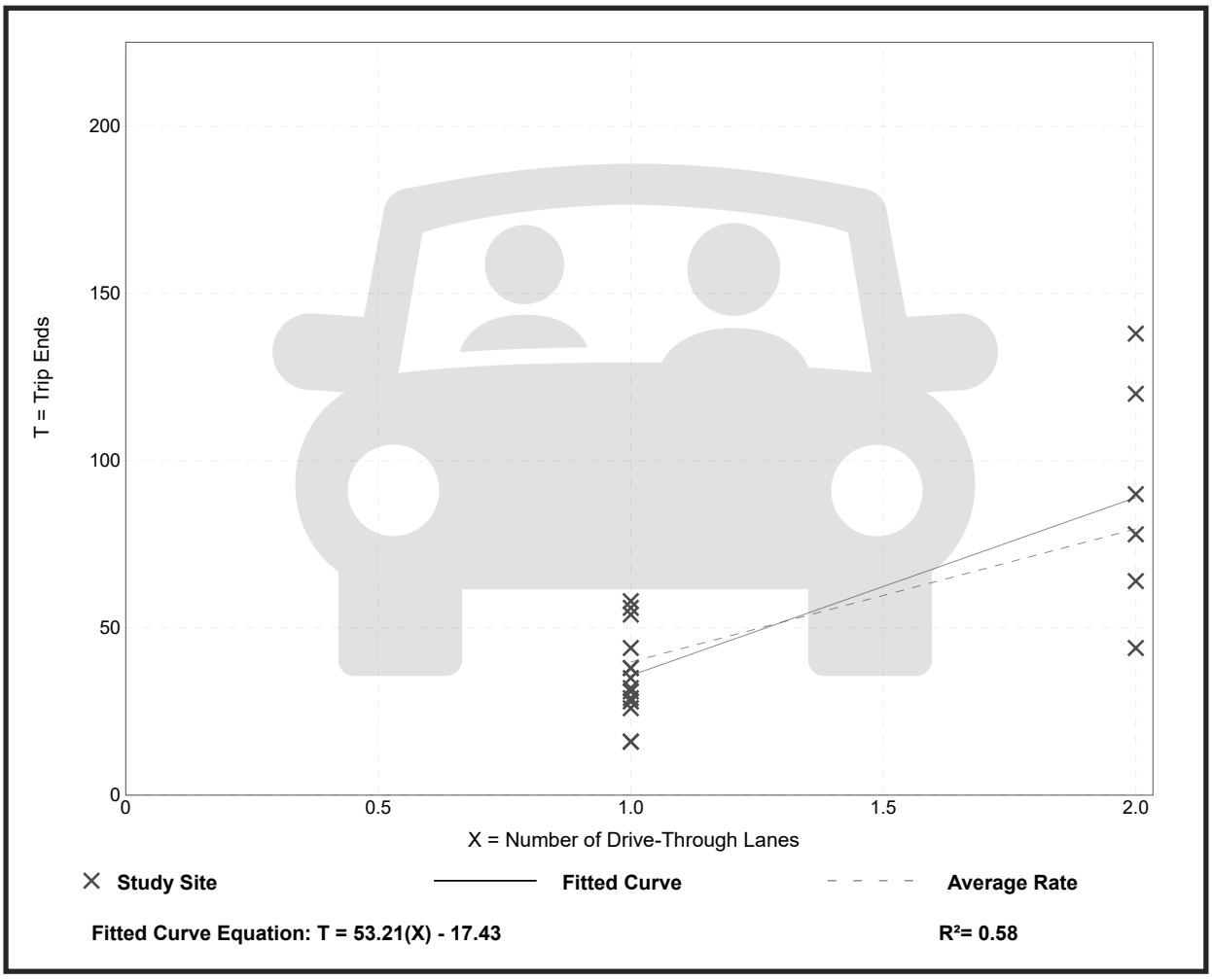

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Figure 4

Coffee/Donut Shop with Drive-Through Window and No Indoor Seating (938)

Vehicle Trip Ends vs:	**Drive-Through Lanes**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 4 and 6 p.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	8
Avg. Num. of Drive-Through Lanes:	2
Directional Distribution:	50% entering, 50% exiting

Vehicle Trip Generation per Drive-Through Lane

Average Rate	Range of Rates	Standard Deviation
15.08	2.50 - 55.00	19.41

Data Plot and Equation

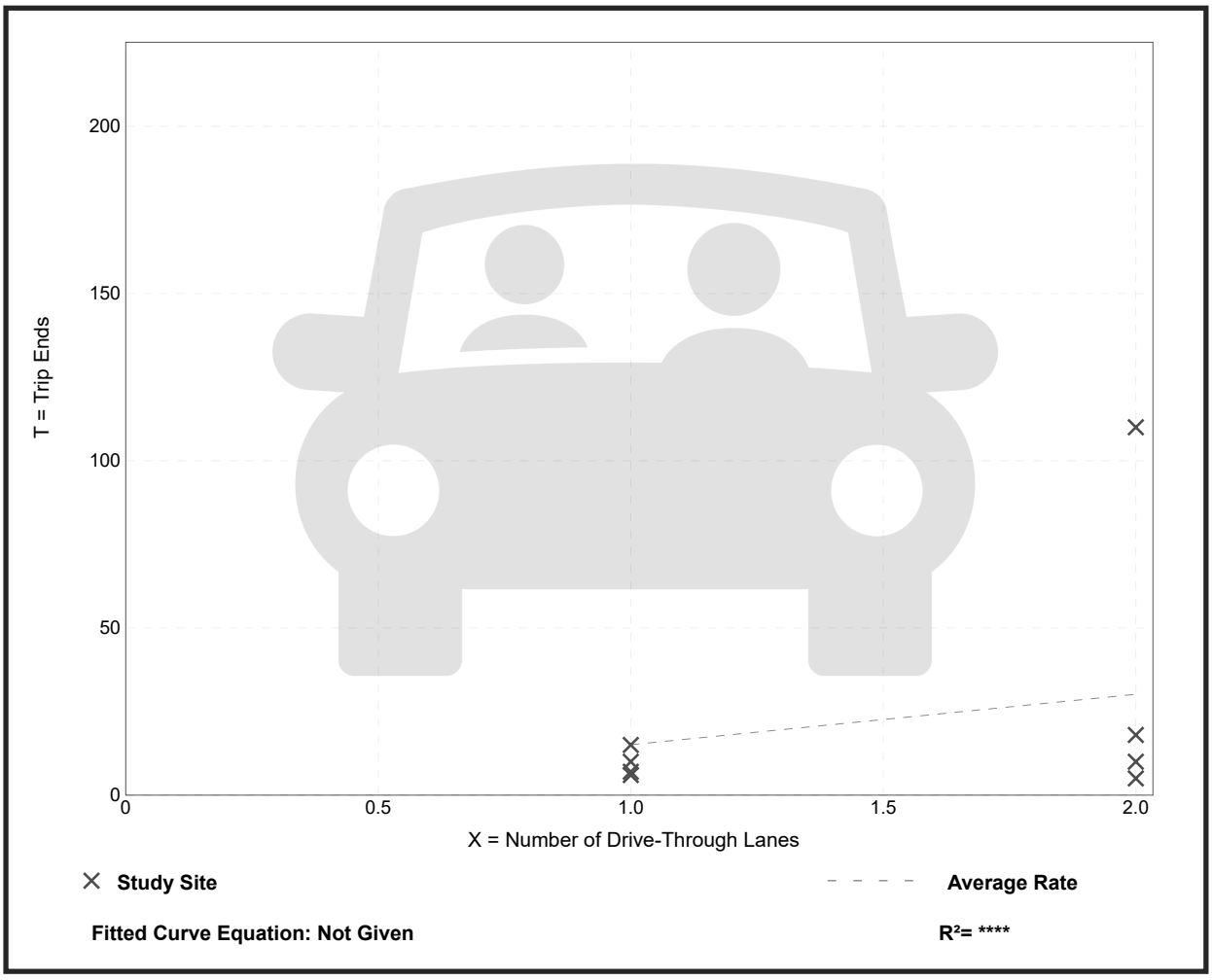

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Figure 5

Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual* , 11th Edition

Land Use Code	938
Land Use	Coffee/Donut Shop with Drive-Through Window and No Indoor Seating
Setting	General Urban/Suburban
Time Period	Weekday AM Peak Period
# Data Sites	3
Average Pass-By Rate	90%

Pass-By Characteristics for Individual Sites

Drive-Through Lanes	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
					Primary (%)	Diverted (%)	Total (%)		
1	Washington	1997	—	83	—	—	17	—	18
1	Oregon	1998	—	95	—	—	5	—	18
1	Washington	1998	—	92	—	—	8	—	18

Figure 6

Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual* , 11th Edition

Land Use Code	938
Land Use	Coffee/Donut Shop with Drive-Through Window and No Indoor Seating
Setting	General Urban/Suburban
Time Period	Weekday PM Peak Period
# Data Sites	2
Average Pass-By Rate	98%

Pass-By Characteristics for Individual Sites

Drive-Through Lanes	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
					Primary (%)	Diverted (%)	Total (%)		
1	Washington	1997	—	100	—	—	0	—	18
1	Oregon	1998	—	95	—	—	5	—	18

APPENDIX D – New Residential Projected Trip Generations & Distributions from Traffic Impact Analysis by JFO Group, Inc. Titled "Woodmont SEC of Pine Island Rd. & Southgate Blvd. City of Tamarac, Florida Traffic Impact Study

Revised March 20, 2024"

New Residential Trip Distributions AM and PM Peak Hour –

Figure 3

Figure 3



Intensity	Daily Traffic	AM Peak Hour		PM Peak Hour	
		In	Out	In	Out
50 DUs	396	9	29	26	16

LEGEND

AM Peak Hour = XX
PM Peak Hour = (XY)
Daily = YY

WOODMONT
SEC Pine Island Rd & Southgate Blvd
City of Tamarac

FIGURE 3: PROJECT TRIPS

APPENDIX E – Synchro Pro SimTraffic 12 HCM Lane Level of Service Reports

Existing Condition Report (AM Peak Hour) – Figure 1

Scooter's Only Condition Report (AM Peak Hour) – Figure 2

Scooter's + Residential Condition Report (AM Peak Hour) – Figure 3

Existing Condition Report (PM Peak Hour) – Figure 4

Scooter's Only Condition Report (PM Peak Hour) – Figure 5

Scooter's + Residential Condition Report (PM Peak Hour) – Figure 6

Figure 1

HCM 7th TWSC
N. Pine Island Rd. & Tamarac Town Square Driveway

Existing Condition
AM Peak Hour

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBR	NBU	NBL	NBT	SBT	SBR
Lane Configurations							
Traffic Vol, veh/h	7	58	3	99	913	1125	33
Future Vol, veh/h	7	58	3	99	913	1125	33
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	0	0	-	200	-	-	220
Veh in Median Storage, #	1	-	-	-	0	0	-
Grade, %	0	-	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	7	62	3	105	971	1197	35

Major/Minor	Minor2		Major1			Major2	
Conflicting Flow All	1899	598	1197	1232	0	-	0
Stage 1	1197	-	-	-	-	-	-
Stage 2	703	-	-	-	-	-	-
Critical Hdwy	4.1	6.94	6.44	4.14	-	-	-
Critical Hdwy Stg 1	3.1	-	-	-	-	-	-
Critical Hdwy Stg 2	3.1	-	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.52	2.22	-	-	-
Pot Cap-1 Maneuver	259	445	248	561	-	-	-
Stage 1	619	-	-	-	-	-	-
Stage 2	772	-	-	-	-	-	-
Platoon blocked, %					-	-	-
Mov Cap-1 Maneuver	206	445	536	536	-	-	-
Mov Cap-2 Maneuver	362	-	-	-	-	-	-
Stage 1	494	-	-	-	-	-	-
Stage 2	772	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	14.47	1.35	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	536	-	362	445	-	-
HCM Lane V/C Ratio	0.203	-	0.021	0.139	-	-
HCM Ctrl Dly (s/v)	13.4	-	15.1	14.4	-	-
HCM Lane LOS	B	-	C	B	-	-
HCM 95th %tile Q(veh)	0.8	-	0.1	0.5	-	-

Figure 2

HCM 7th TWSC
N. Pine Island Rd. & Tamarac Town Square Driveway

Scooter's Condition
AM Peak Hour

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBR	NBU	NBL	NBT	SBT	SBR
Lane Configurations							
Traffic Vol, veh/h	16	68	3	108	905	1116	43
Future Vol, veh/h	16	68	3	108	905	1116	43
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	0	0	-	200	-	-	220
Veh in Median Storage, #	1	-	-	-	0	0	-
Grade, %	0	-	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	17	72	3	115	963	1187	46

Major/Minor	Minor2		Major1		Major2		
Conflicting Flow All	1905	594	1187	1233	0	-	0
Stage 1	1187	-	-	-	-	-	-
Stage 2	718	-	-	-	-	-	-
Critical Hdwy	4.1	6.94	6.44	4.14	-	-	-
Critical Hdwy Stg 1	3.1	-	-	-	-	-	-
Critical Hdwy Stg 2	3.1	-	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.52	2.22	-	-	-
Pot Cap-1 Maneuver	258	448	252	561	-	-	-
Stage 1	622	-	-	-	-	-	-
Stage 2	767	-	-	-	-	-	-
Platoon blocked, %					-	-	-
Mov Cap-1 Maneuver	201	448	537	537	-	-	-
Mov Cap-2 Maneuver	356	-	-	-	-	-	-
Stage 1	485	-	-	-	-	-	-
Stage 2	767	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	14.77	1.48	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	537	-	356	448	-	-
HCM Lane V/C Ratio	0.22	-	0.048	0.161	-	-
HCM Ctrl Dly (s/v)	13.6	-	15.6	14.6	-	-
HCM Lane LOS	B	-	C	B	-	-
HCM 95th %tile Q(veh)	0.8	-	0.2	0.6	-	-

Figure 3

HCM 7th TWSC — Scooter's + Residential Condition
N. Pine Island Rd. & Tamarac Town Square Driveway — AM Peak Hour

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Lane Configurations														
Traffic Vol, veh/h	16	0	68	6	0	23	3	108	905	2	4	7	1116	43
Future Vol, veh/h	16	0	68	6	0	23	3	108	905	2	4	7	1116	43
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	-	None	-	-	-	None
Storage Length	0	-	0	0	-	-	-	200	-	-	-	200	-	220
Veh in Median Storage, #	-	1	-	-	0	-	-	-	0	-	-	-	0	-
Grade, %	-	0	-	-	0	-	-	-	0	-	-	-	0	-
Peak Hour Factor	94	94	94	94	94	92	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	17	0	72	6	0	25	3	115	963	2	4	7	1187	46

Major/Minor	Minor2			Minor1			Major1				Major2			
Conflicting Flow All	1928	-	594	1817	2456	482	1187	1233	0	0	965	965	0	0
Stage 1	1211	-	-	1200	1200	-	-	-	-	-	-	-	-	-
Stage 2	718	-	-	617	1256	-	-	-	-	-	-	-	-	-
Critical Hdwy	4.1	-	6.94	4.1	6.9	6.94	6.44	4.14	-	-	6.44	4.14	-	-
Critical Hdwy Stg 1	3.1	-	-	3.1	5.9	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	3.1	-	-	3.1	5.9	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	-	3.32	3.52	4.02	3.32	2.52	2.22	-	-	2.52	2.22	-	-
Pot Cap-1 Maneuver	253	0	448	276	24	530	252	561	-	-	350	709	-	-
Stage 1	615	0	-	618	227	-	-	-	-	-	-	-	-	-
Stage 2	767	0	-	801	213	-	-	-	-	-	-	-	-	-
Platoon blocked, %									-	-			-	-
Mov Cap-1 Maneuver	184	-	448	176	18	530	537	537	-	-	503	503	-	-
Mov Cap-2 Maneuver	348	-	-	176	18	-	-	-	-	-	-	-	-	-
Stage 1	601	-	-	482	177	-	-	-	-	-	-	-	-	-
Stage 2	570	-	-	656	208	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	14.82	14.98	1.48	0.12
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	537	-	-	348	448	176	530	503	-	-
HCM Lane V/C Ratio	0.22	-	-	0.049	0.161	0.036	0.047	0.023	-	-
HCM Ctrl Dly (s/v)	13.6	-	-	15.9	14.6	26.2	12.1	12.3	-	-
HCM Lane LOS	B	-	-	C	B	D	B	B	-	-
HCM 95th %tile Q(veh)	0.8	-	-	0.2	0.6	0.1	0.1	0.1	-	-

Figure 4

HCM 7th TWSC — Existing Condition
N. Pine Island Rd. & Tamarac Town Square Driveway — PM Peak Hour

Intersection	
Int Delay, s/veh	2.4

Movement	EBL	EBR	NBU	NBL	NBT	SBT	SBR
Lane Configurations							
Traffic Vol, veh/h	12	160	1	179	1230	1320	64
Future Vol, veh/h	12	160	1	179	1230	1320	64
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	0	0	-	200	-	-	220
Veh in Median Storage, #	1	-	-	-	0	0	-
Grade, %	0	-	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	13	170	1	190	1309	1404	68

Major/Minor	Minor2		Major1		Major2		
Conflicting Flow All	2441	702	1404	1472	0	-	0
Stage 1	1404	-	-	-	-	-	-
Stage 2	1037	-	-	-	-	-	-
Critical Hdwy	4.1	6.94	6.44	4.14	-	-	-
Critical Hdwy Stg 1	3.1	-	-	-	-	-	-
Critical Hdwy Stg 2	3.1	-	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.52	2.22	-	-	-
Pot Cap-1 Maneuver	167	381	182	454	-	-	-
Stage 1	561	-	-	-	-	-	-
Stage 2	666	-	-	-	-	-	-
Platoon blocked, %					-	-	-
Mov Cap-1 Maneuver	95	381	445	445	-	-	-
Mov Cap-2 Maneuver	234	-	-	-	-	-	-
Stage 1	320	-	-	-	-	-	-
Stage 2	666	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	21.85	2.43	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	445	-	234	381	-	-
HCM Lane V/C Ratio	0.43	-	0.055	0.447	-	-
HCM Ctrl Dly (s/v)	19.1	-	21.3	21.9	-	-
HCM Lane LOS	C	-	C	C	-	-
HCM 95th %tile Q(veh)	2.1	-	0.2	2.2	-	-

Figure 5

HCM 7th TWSC — Scooter's Only Condition
N. Pine Island Rd. & Tamarac Town Square Driveway — PM Peak Hour

Intersection	
Int Delay, s/veh	2.5

Movement	EBL	EBR	NBU	NBL	NBT	SBT	SBR
Lane Configurations							
Traffic Vol, veh/h	15	164	1	183	1227	1317	67
Future Vol, veh/h	15	164	1	183	1227	1317	67
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	0	0	-	200	-	-	220
Veh in Median Storage, #	1	-	-	-	0	0	-
Grade, %	0	-	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	16	174	1	195	1305	1401	71

Major/Minor	Minor2		Major1			Major2	
Conflicting Flow All	2445	701	1401	1472	0	-	0
Stage 1	1401	-	-	-	-	-	-
Stage 2	1044	-	-	-	-	-	-
Critical Hdwy	4.1	6.94	6.44	4.14	-	-	-
Critical Hdwy Stg 1	3.1	-	-	-	-	-	-
Critical Hdwy Stg 2	3.1	-	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.52	2.22	-	-	-
Pot Cap-1 Maneuver	166	381	183	454	-	-	-
Stage 1	562	-	-	-	-	-	-
Stage 2	664	-	-	-	-	-	-
Platoon blocked, %					-	-	-
Mov Cap-1 Maneuver	93	381	445	445	-	-	-
Mov Cap-2 Maneuver	231	-	-	-	-	-	-
Stage 1	315	-	-	-	-	-	-
Stage 2	664	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	22.12	2.51	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	445	-	231	381	-	-
HCM Lane V/C Ratio	0.44	-	0.069	0.457	-	-
HCM Ctrl Dly (s/v)	19.3	-	21.7	22.2	-	-
HCM Lane LOS	C	-	C	C	-	-
HCM 95th %tile Q(veh)	2.2	-	0.2	2.3	-	-

Figure 6

HCM 7th TWSC — Scooter's + Residential Condition
N. Pine Island Rd. & Tamarac Town Square Driveway — PM Peak Hour

Intersection	
Int Delay, s/veh	2.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Lane Configurations														
Traffic Vol, veh/h	15	0	164	3	0	13	1	183	1227	5	6	21	1317	67
Future Vol, veh/h	15	0	164	3	0	13	1	183	1227	5	6	21	1317	67
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	-	None	-	-	-	None
Storage Length	0	-	0	0	-	-	-	200	-	-	-	200	-	220
Veh in Median Storage, #	-	1	-	-	0	-	-	-	0	-	-	-	0	-
Grade, %	-	0	-	-	0	-	-	-	0	-	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	16	0	174	3	0	14	1	195	1305	5	6	22	1401	71

Major/Minor	Minor2			Minor1			Major1				Major2			
Conflicting Flow All	2503	-	701	2457	3229	655	1401	1472	0	0	1311	1311	0	0
Stage 1	1459	-	-	1699	1699	-	-	-	-	-	-	-	-	-
Stage 2	1044	-	-	758	1530	-	-	-	-	-	-	-	-	-
Critical Hdwy	4.1	-	6.94	4.1	6.54	6.94	6.44	4.14	-	-	6.44	4.14	-	-
Critical Hdwy Stg 1	3.1	-	-	3.1	5.54	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	3.1	-	-	3.1	5.54	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	-	3.32	3.52	4.02	3.32	2.52	2.22	-	-	2.52	2.22	-	-
Pot Cap-1 Maneuver	158	0	381	165	9	408	183	454	-	-	209	524	-	-
Stage 1	547	0	-	485	146	-	-	-	-	-	-	-	-	-
Stage 2	664	0	-	754	177	-	-	-	-	-	-	-	-	-
Platoon blocked, %									-	-			-	-
Mov Cap-1 Maneuver	79	-	381	46	5	408	445	445	-	-	387	387	-	-
Mov Cap-2 Maneuver	217	-	-	46	5	-	-	-	-	-	-	-	-	-
Stage 1	506	-	-	272	82	-	-	-	-	-	-	-	-	-
Stage 2	360	-	-	379	164	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	22.21	28.05	2.5	0.29
HCM LOS	C	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	445	-	-	217	381	46	408	387	-	-
HCM Lane V/C Ratio	0.44	-	-	0.074	0.457	0.069	0.034	0.074	-	-
HCM Ctrl Dly (s/v)	19.3	-	-	22.9	22.2	88.4	14.1	15	-	-
HCM Lane LOS	C	-	-	C	C	F	B	C	-	-
HCM 95th %tile Q(veh)	2.2	-	-	0.2	2.3	0.2	0.1	0.2	-	-