CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING

Commission Chambers
Tuesday, April 7, 2026
7:00 PM

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE: Vice Mayor Marlon Bolton

1. CITY ATTORNEY REPORT

2. CITY MANAGER REPORT

2.a Proclamation Honoring the Life and Legacy of Vice Mayor Nancy Metayer
Requested by Vice Mayor Marlon Bolton

2.b Community Hero Award Presentation
Requested by Vice Mayor Marlon Bolton

2.c World Art Day 2026 Proclamation
Requested by Vice Mayor Marlon Bolton

2.d Paralyzed Veterans of America Awareness Month
Requested by Mayor Michelle J. Gomez

2.e Yom Hashoah Holocaust Remembrance Day
Requested by Mayor Michelle J. Gomez

2.f Autism Awareness Month Proclamation
Requested by Commissioner Kicia Daniel

2.g Firefighter of the Year Proclamation
Requested by Chief Jonathan Frasher

2.h BSO Monthly Update

Presented by BSO Captain David Franks

2.i Investment Report - January 2026

2.j Investment Report - February 2026

3. PUBLIC PARTICIPATION

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

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

4. COMMISSION REPORTS

District 1
District 2
District 3
District 4
Mayor

5. CONSENT AGENDA

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

5.a Approval of the March 11, 2026, Regular Meeting Minutes.

5.b TR14363 - A Resolution of the City Commission of the City of Tamarac, Florida, ratifying prior purchases from Miller Electric Company totaling $40,331.80; and approving the five (5) year Genetec Advantage renewal proposal through 2031 with Miller Electric Company for the Genetec Security Center System, attached hereto as Exhibit "1", at a total cost of $71,442.04, utilizing the City of St. Augustine and Miller Electric Company Contract RFP# PW2021-10, attached hereto as Exhibit "2"; authorizing expenditures from the appropriate accounts; authorizing the appropriate City Officials to approve renewal options; authorizing additional purchases up to $100,000 in accordance with the Tamarac Procurement Code, during the current fiscal year and for succeeding fiscal years for the duration of this agreement; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

5.c TR14377 - A Resolution of the City Commission of the City of Tamarac, Florida,

appointing thirteen (13) members to the Veterans' Affairs Committee. Each will serve a four-year term, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

5.d TR14385 - A Resolution of the City Commission of the City of Tamarac, Florida, amending the City of Tamarac list of charitable entities by adding "Vere Technical Alumni Association, Inc., Florida Chapter" and "Jafco," to the list of charitable entities with which the City of Tamarac recognizes a formally approved relationship, attached hereto as Exhibit "A," for the express purpose of compliance with Section 1-19(c)(5)(a)(4) of the Broward County Code of Ordinances; providing for conflicts; providing for severability; and providing for an effective date.

6. REGULAR AGENDA

7. ORDINANCE(S) - FIRST READING

7.a TO2625 - An Ordinance of the City Commission of the City of Tamarac, Florida, adopting a small scale local land use plan amendment to the City of Tamarac's Comprehensive Plan Future Land Use Map in accordance with Chapter 163, specifically Section 163.3187 of the Florida State Statutes, for said lands situated, lying, and being in Broward County, Florida, and located on the east side of N Hiatus Road, North of W Commercial Boulevard, at 5600 N Hiatus Road, shown in Exhibit "A" and more particularly described in the legal description shown in Exhibit "B" attached hereto, to change the future land use of approximately 6.1 gross acres of land from "Commercial" to "Industrial" to facilitate the development of an industrial warehouse facility and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 2-LUA-25) authorizing transmittal of the Small Scale Land Use Map Amendment to the Broward County Planning Council for recertification of the City of Tamarac Future Land Use Map; providing for amendment to the land use plan to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

8. ORDINANCE(S) - SECOND READING

9. PUBLIC HEARING(S)

10. QUASI-JUDICIAL HEARING(S)

10.a TO2626 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending the Official Zoning Map of the City of Tamarac referenced in Section 10-2.1(B) of Chapter 10 of the City of Tamarac Code of Ordinances for approximately 5.5 acres of land situated, lying, and being in Broward County, Florida, and legally described in Exhibit "A", from the current MU-C (Mixed-Use Corridor) zoning classification to the proposed BP (Business Park) zoning classification, for the subject property located on the east side of N Hiatus Road, north of W Commercial Boulevard, shown in Exhibit "B" at 5600 N

Hiatus Road to allow for the proposed industrial warehouse facility and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 8-Z-25); providing for amendment to the official zoning map to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

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:	April 7, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Proclamation Honoring the Life and Legacy of Vice Mayor Nancy Metayer *Requested by Vice Mayor Marlon Bolton*

ATTACHMENTS:

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	April 7, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Presentation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Community Hero Award Presentation *Requested by Vice Mayor Marlon Bolton*
RECOMMENDATION:	Vice Mayor Marlon Bolton will present Community Hero Awards to 4 deserving residents of Tamarac.

ATTACHMENTS:
Commission_Agenda_Request_Form_6a9e9e62-887e-45b9-9dc3-2f98320823ce_pdfa.pdf

Commission Agenda Request Form

Requested by: Marlon Bolton, Vice Mayor, District 1

Meeting Date: 04/08/2026

Agenda Item Title:
Community Hero Award

Item Description:
Vice Mayor Marlon Bolton will present Community Hero Awards to 4 deserving residents of Tamarac.

Medal of Honor Request

Vice Mayor Marlon Bolton will present Community Hero Awards to 4 deserving residents of Tamarac.

☐ **I have provided information, or attachment(s), that I would like included as backup material for agenda publication.**

☑ **There are no additional materials, or attachments, being provided for this item.**

eSigned via GovOS.com
Maria Smith
Key: 1dacc9970e1876684e959e225bdc9e35

TAMARAC
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CITY COMMISSION AGENDA ITEM REPORT

DATE:	April 7, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	World Art Day 2026 Proclamation *Requested by Vice Mayor Marlon Bolton*

ATTACHMENTS:
Commission_Agenda_Request_Form_d2573fab-8231-4cba-9cea-7bd0c3cad877_pdfa.pdf

Commission Agenda Request Form

Requested by: Marlon Bolton, Vice Mayor, District 1

Meeting Date: April 7th, 2026

Agenda Item Title:

Item Description:

Proclamation Request

World Art Day 2026

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☑ **There are no additional materials, or attachments, being provided for this item.**

eSigned via GovOS.com

Maria Smith

Key: 1dacc9970e1876684e959e225bdc9e35

TAMARAC
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CITY COMMISSION AGENDA ITEM REPORT

DATE:	April 7, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Paralyzed Veterans of America Awareness Month *Requested by Mayor Michelle J. Gomez*

ATTACHMENTS:
Commission_Agenda_Request_Form_b7020746-db4e-4473-9317-6aab8bbe3aad_pdfa.pdf
PARALYZED VETERANS OF AMERICA AWARENESS MONTH w-ribbon.pdf

Commission Agenda Request Form

Requested by: Michelle Gomez, Mayor

Meeting Date: 4/7/2026

Agenda Item Title:

Item Description:

Proclamation Request

Paralyzed Veterans of America

☑ **I have provided information, or attachment(s), that I would like included as backup material for agenda publication.**

☐ **There are no additional materials, or attachments, being provided for this item.**

eSigned via GovOS.com

Michelle J. Gomez

Key: 1dacc9970e1876684e959e225bdc9e35

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Mayor Michelle J. Gómez

***WHEREAS**, in 1984 the Paralyzed Veterans of America designated the month of April to honor both America's paralyzed Veterans and the organization's founding; and*

***WHEREAS**, this month-long series of public education activities allows paralyzed Veterans and its members to showcase their commitment to America's Veterans and celebrate their accomplishments; and*

***WHEREAS**, Veterans with disabilities have served their country when it needed them, and they continue to serve their communities through research and advocacy; and*

***WHEREAS**, we are reminded that paralyzed Veterans personify the highest ideals of service to country, sacrifice of self, and perseverance in overcoming adversity, and their stories of hardship and triumph provide life-affirming lessons for all of us; and*

***WHEREAS**, residing within the boundaries of Tamarac, many of our neighbors have served as members of the Armed Forces, and in doing so honored our community with exemplary dedication in the line of duty. These brave and honorable men and women made sacrifices on our behalf for which we can never repay them; and*

***NOW, THEREFORE,** I, Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, on behalf of the Commission encourage everyone to honor our paralyzed Veterans, reflect upon and appreciate the sacrifices they and their families have endured for our freedom, and hereby proclaim the month of April 2026 as:*

"PARALYZED VETERANS OF AMERICA AWARENESS MONTH"

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 7th day of April, 2026.*

Michelle J. Gómez, Mayor

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	April 7, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Yom Hashoah Holocaust Remembrance Day *Requested by Mayor Michelle J. Gomez*

ATTACHMENTS:
Commission_Agenda_Request_Form_30b7d556-8811-43d0-bc1a-de6542fa4c08_pdfa.pdf
YOM HASHOAH, HOLOCAUST REMEMBRANCE DAY w-ribbon.pdf

Commission Agenda Request Form

Requested by: Michelle Gomez, Mayor

Meeting Date: 4/7/26

Agenda Item Title:

Item Description:

Proclamation Request

YOM HASHOAH, HOLOCAUST REMEMBRANCE DAY

☑ **I have provided information, or attachment(s), that I would like included as backup material for agenda publication.**

☐ **There are no additional materials, or attachments, being provided for this item.**

eSigned via GovOS.com

Michelle J. Gómez

Key: 1dacc9970e1876684e959e225bdc9e35



Proclamation

Requested by Mayor Michelle J. Gómez

***WHEREAS**, the United States Holocaust Memorial Council designates April 12 through April 19, 2026, as the Days of Remembrance of the Victims of the Holocaust, including the Day of Remembrance known as Yom HaShoah on April 14, 2026; and*

***WHEREAS**, on this day, we remember and honor the six million Jewish victims of the Holocaust, including Roma and Sinti, people with disabilities, political dissidents, LGBTQ+ individuals, and others targeted for persecution and extermination; and*

***WHEREAS,** the history of the Holocaust compels us to reflect on the moral responsibilities of individuals, societies, and governments, and the City of Tamarac reaffirms its commitment to human dignity, tolerance, mutual respect, and opposition to all forms of hatred and discrimination; and*

***WHEREAS,** this Day of Remembrance stands as a solemn reminder of the dangers of antisemitism, bigotry, hatred, and indifference, and underscores the vital importance of education, vigilance, and moral courage to ensure such atrocities are never repeated; and*

***WHEREAS,** antisemitism has no place in our community and the City is dedicated to confronting hate wherever it appears, ensuring that "Never Again" is not merely remembered, but upheld through moral clarity and civic action; and*

***WHEREAS,** together we honor the memory of the victims, pay tribute to the survivors, and recommit ourselves to building a community rooted in dignity, respect, and the equal worth of every person; and*

***NOW, THEREFORE**, I, Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, on behalf of the City Commission, urge all residents to join in remembering the victims of the Holocaust, honoring survivors, and reflecting on the lessons of this tragedy and hereby proclaim April 7, 2026, as:*

"YOM HASHOAH, HOLOCAUST REMEMBRANCE DAY"

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 7th day of April 2026.*

Michelle J. Gómez, Mayor

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	April 7, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Autism Awareness Month Proclamation *Requested by Commissioner Kicia Daniel*

ATTACHMENTS:
Autism Awareness - S. Sims.pdf

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Commissioner Dr. Kicia Daniel

***WHEREAS**, Autism Awareness Month is observed each April to increase understanding, promote acceptance, and celebrate the unique strengths and contributions of individuals on the autism spectrum; and*

***WHEREAS**, autism is a developmental condition that affects how individuals communicate, interact, and experience the world, and it is essential that communities foster inclusive environments where all individuals are respected, supported, and empowered to thrive; and*

***WHEREAS**, Dr. Shirley Sims, a devoted mother, educator, and advocate, has transformed her personal journey into a powerful mission to uplift children on the autism spectrum and support families navigating similar paths; and*

***WHEREAS**, inspired by her daughter Kali, who was diagnosed with autism at the age of four and a half, Dr. Sims has intentionally created spaces that provide resources, shared experiences, and a sense of belonging for children and families, ensuring they feel seen, supported, and empowered; and*

***WHEREAS**, Dr. Sims co-authored the children's book My Sparkle, My Way: Autism & Acceptance alongside her daughter, a heartfelt story that highlights the beauty, confidence, and brilliance of autistic children, while promoting representation, understanding, and meaningful dialogue within homes, schools, and communities; and*

***WHEREAS**, as the founder of AuSome Pals, an autism-affirming brand, Dr. Sims has developed impactful programs, storytelling initiatives, and community engagement opportunities that foster inclusion, celebrate differences, and strengthen connections among families and communities; and*

***WHEREAS**, through over 25 years of professional leadership experience, a Doctorate in Education and Leadership, and her designation as a Certified Autism Specialist, Dr. Sims combines both lived experience and professional expertise to champion acceptance and create lasting, meaningful change; and*

***NOW, THEREFORE,** on behalf of the City of Tamarac, Broward County, Florida, I hereby recognize April as Autism Awareness Month in the City of Tamarac and proudly honor Dr. Shirley Sims for her unwavering dedication, advocacy, and commitment to uplifting children on the autism spectrum and their families.*

Dr. Kicia Daniel, Commissioner

Michelle J. Gómez, Mayor

***IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 7th day of April 2026.*

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	April 7, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Firefighter of the Year Proclamation *Requested by Chief Jonathan Frasher*

ATTACHMENTS:
2025 City of Tamarac Firefighter of the Year - Final.pdf

THE CITY OF TAMARAC, FLORIDA



Proclamation

Requested by Fire Chief, Jonathan Frasher

***WHEREAS**, each year the members of the City of Tamarac Fire Rescue nominate their peers for the City of Tamarac Fire Rescue Firefighter of the Year Award, and the Selection Committee reviews all nominations submitted; and*

***WHEREAS**, Firefighter James Murad's nomination was unanimously selected as the 2025 Tamarac Firefighter of the Year for his exceptional commitment as the lead instructor of the Tamarac Fire Rescue Cadet Program and his consistent high performance and exceptional service to the greater good of the Department; and*

***WHEREAS**, Firefighter James Murad dedication and commitment to his role as the Tamarac Cadet Program lead instructor has resulted in an increased enrollment in the Cadet Program and has produced 2 cadets who have been hired by Hollywood Fire Rescue and Miramar Fire Rescue; and*

***WHEREAS**, his role as the lead instructor has motivated former Tamarac Cadets to a higher enrollment rate in EMT, Paramedic, and Fire Academy programs/ schools and some former cadets have even returned to assist with the Tamarac Cadet Program; and*

***WHEREAS,** Firefighter James Murad serves as an Acting Lieutenant and is currently on the Lieutenant Promotional List, demonstrating strong leadership and mentoring qualities that have earned him the respect and admiration of his crew;*

***NOW, THEREFORE,** I, Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, on behalf of the City Commission, do hereby commend Firefighter James Murad for his accomplishments and actions on behalf of the City of Tamarac, and I congratulate him on being selected the:*

"2025 CITY OF TAMARAC FIREFIGTHER OF THE YEAR"

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 11th day of March 2026.*

Michelle J. Gómez, Mayor

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	April 7, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Presentation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	BSO Monthly Update *Presented by BSO Captain David Franks*

ATTACHMENTS:

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	April 7, 2026
SUBMITTED BY:	Fariel Khan
ITEM TYPE:	Other
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Investment Report - January 2026
RECOMMENDATION:	Review the Investment Report for an update of the City's investment activity through the month of January 2026.

ATTACHMENTS:
CITY OF TAMARAC Monthly Memo Jan 2026 - Full Packet.pdf

CITY OF TAMARAC

INTEROFFICE MEMORANDUM

FINANCIAL SERVICES

AMINISTRATION DIVISION

TO: **Levent Sucuoglu**
City Manager

DATE: **February 24th, 2026**

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

RE: **Investment Report: January 2026**

Recommendation:

The following report outlines the results of the City's investment activities for the Month of January 2026.

Issue:

This report provides an update of the City's investment activity through January 2026. Tamarac's Code, Section 6-29 "Investment Reports", provides that: "The Finance Director shall prepare a written report of the City's investments at least on a monthly basis. The report shall be presented and explained to the City Commission at a regular or special meeting."

Background:

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

Investment Portfolio Weighted Yield:

The total Operations & Reserve investment portfolio weighted average yield for the month of January, was 2.75%. The managed portion of the portfolio had a weighted average yield of 3.78%, while the cash portion of the portfolio had a weighted average yield of 2.60%.

SMA ACCT	– $41,604,036.30	3.78%
FL SAFE Enhanced Cash -	$15,065,142.57	3.71%
FL SAFE	– $77,984,721.50	3.74%
FL SAFE Series 2018 Capital Improvements Bonds	– $3,880,034.30	3.74%
Florida Prime	– $90,078,411.04	3.88%

TD Concentration ACCT – $87,174,075.66

Investment Strategy:

The City's interest-bearing checking account at TD Bank holds funds needed to pay its weekly obligations. Funds held for short-term liquidity needs are invested in the TD Bank, the AIM Treasury money market fund, Wells Fargo and the FLSAFE Local Government Investment Pool. Based on the cash flow model and short-term investment strategy, the target amount for liquidity purposes is at least $15 million. Funds not needed for liquidity purposes are used to purchase longer-term securities. Total liquidity in the Operations and Reserve Portfolio held in FLSAFE, Florida Prime, and at TD Bank as of the end of January 2026, was $270,302,350.77. The Series 2018 Capital Improvement Bond proceeds portfolio had $3,880,034.30 in FLSAFE, bringing total liquidity to $274,182,385.07. The managed portfolio with Chandler Asset Management held $41,604,036.30. The total of all portfolios was $315,786,421.37.

Investment Activity – January 2026

Investment Maturities/Calls/Sold:
Three securities were sold, two corporate securities in the amount of $504,734 and $355,788 one U.S. Treasury security in the amount of $503,071 all for a gain. No securities matured or called.

Investment Purchases:
Three securities were purchased in January. One U.S. Treasury security was purchased in the par amount of $500,000. Two corporate securities were purchased in the par amount of $500,000 and $350,000 respectively.

Economic Summary

Recent economic data has signaled moderating inflation alongside a continued rebalancing in labor market conditions. Price pressures continues to run modestly above the Federal Reserve's longer-run objective, while the unemployment rate dropped to 4.4%. As the data flow normalizes, the Chandler team anticipates additional yield curve steepening as the Federal Reserve gradually guides the policy rate toward a more neutral range. One additional 25 basis point rate cut may come in the first half of 2026, while U.S. trade and fiscal policy continue to represent important sources of elevated market uncertainty.

The Federal Reserve's January Federal Open Market Committee meeting concluded with policymakers leaving the target range unchanged at 3.50%–3.75% after three consecutive 25-basis-point cuts at the end of 2025. However, officials remain divided on the appropriate path forward, with Governors Christopher Waller and Stephen Miran dissenting in favor of an additional reduction. The future policy regime also began to take shape as President Trump announced Kevin Warsh as his nominee for the next Federal Reserve Chair.

The US Treasury yield curve steepened in January, as the 2-year Treasury yield rose 4 basis points to 3.52%, the 5-year Treasury was up 6 basis points to 3.79%, and the 10-year Treasury yield was 7 basis points higher at 4.24%. The spread between the 2-year and 10-year Treasury yield points on the curve was 2 basis points wider from December at +71 basis points at January month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was +56 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was +58 basis points in January versus +54 basis points in December.

Employment

The January Nonfarm Payrolls report exceeded expectations, adding 130,000 jobs compared to the forecast of 65,000. Job gains were concentrated in the private education and health services sectors, while government employment posted the largest decline. Meanwhile, the unemployment rate declined for a second straight month to 4.3% in January, according to the Bureau of Labor Statistics. Taken together, the data suggest the labor market may be showing signs of stabilization at the start of 2026.

Inflation

On the headline basis, inflation moderated in January with the Consumer Price Index (CPI) rising 0.2% for the month, down from 0.3% in December. On an annual basis, headline CPI eased to 2.4% from 2.7% a month earlier. Core CPI, which excludes volatile food and energy prices, edged up to 0.3% in January from 0.2% the previous month, while the annual rate eased slightly to 2.5% from 2.6%. The Personal Consumption Expenditures (PCE) Index for October and November, released on January 22, showed headline inflation rising 0.2% in each month, driven by increases in both goods and services. On an annual basis, headline PCE inflation advanced 2.7% in October and 2.8% in November. Core PCE, which excludes food and energy, also rose 0.2% month-over-month in both months, while the annual rate edged up from 2.7% to 2.8% in November.

Housing

The S&P Cotality Case-Shiller 20-City Composite Home Price Index rose 1.4% year-over-year in November remaining near the slowest annual increase since mid-2023. Short-term momentum softened further, with 15 of the 20 tracked markets posting month-over-month price declines on a non-seasonally adjusted basis as higher mortgage rates and stretched affordability continued to weigh on demand. Housing starts declined in October to an annualized rate of 1.25 million units adding 875 thousand single-family home starts and 372 thousand multifamily home starts. The Freddie Mac 30-year fixed mortgage rate continued to trend lower at 6.10% at the end of January.

GDP

Real gross domestic product (GDP) demonstrated continued strength in the third quarter, with the third estimate showing a 4.4% annualized quarter-over-quarter increase, up from 3.8% in the second quarter. Consumer spending accelerated, alongside of upturns in investment, exports, and government spending. The stronger-than-expected result represented the fastest pace of U.S. economic expansion in two years. The consensus projection calls for 2.3% growth in the fourth quarter and 2.2% for the full year 2025.

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Tamarac | Account #11314 | As of January 31, 2026

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

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

Custodian:

US Bank

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

PORTFOLIO SUMMARY

City of Tamarac | Account #11314 | As of January 31, 2026

Portfolio Characteristics

Average Modified Duration	1.76
Average Coupon	3.58%
Average Purchase YTM	3.78%
Average Market YTM	3.68%
Average Credit Quality*	AA
Average Final Maturity	2.01
Average Life	1.89

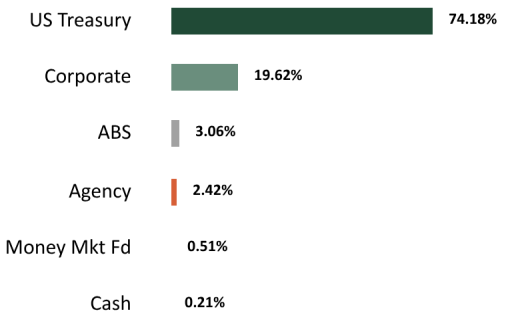
Account Summary

	End Values as of 12/31/2025	End Values as of 01/31/2026
Market Value	41,135,857.34	41,314,818.37
Accrued Interest	370,576.66	289,217.93
Total Market Value	**41,506,434.00**	**41,604,036.30**
Income Earned	153,394.04	45,537.98
Cont/WD	0.00	0.00
Par	41,041,779.25	41,256,986.35
Book Value	40,896,379.29	41,115,312.83
Cost Value	40,808,855.98	41,026,364.30

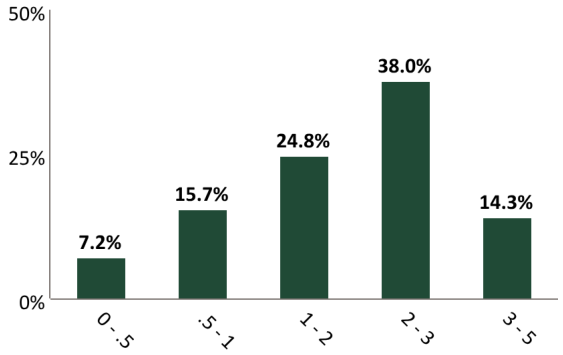
Top Issuers

United States	74.18%
Bank of America Corporation	1.58%
Morgan Stanley	1.57%
JPMorgan Chase & Co.	1.57%
BNY Mellon Corp	1.23%
American Express Credit Master Trust	1.22%
Wells Fargo & Company	1.22%
WF Card Issuance Trust	1.22%

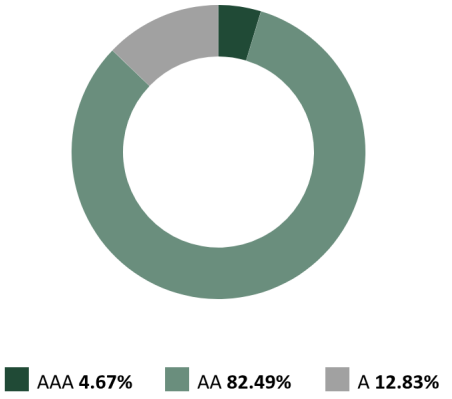
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (12/01/24)
City of Tamarac	0.24%	1.03%	0.24%	5.11%	--	--	--	--	4.98%
Benchmark Return	0.21%	0.99%	0.21%	4.86%	--	--	--	--	4.73%

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

STATEMENT OF COMPLIANCE

City of Tamarac | Account #11314 | As of January 31, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE-BACKED SECURITIES				
Max % (MV)	15.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	10.0	3.1	Compliant	
Max % Issuer (MV)	5.0	1.2	Compliant	
Max Maturity (Years)	5.0	4.5	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	180.0	0.0	Compliant	
Min Rating (A-1/P-1 by Moody's & S&P)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	180.0	0.0	Compliant	
Min Rating (A-1/P-1 by Moody's & S&P)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	20.0	19.6	Compliant	
Max % Issuer (MV)	5.0	1.6	Compliant	
Max Maturity (Years)	5.0	3.5	Compliant	
Min Rating (A- by 2 or AA- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	10.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
FEDERAL AGENCIES (NON-FULL FAITH & CREDIT)				
Max % (MV)	75.0	2.4	Compliant	
Max % Issuer (MV)	10.0	1.2	Compliant	
Max Maturity (Years)	5.0	0.7	Compliant	

STATEMENT OF COMPLIANCE

City of Tamarac | Account #11314 | As of January 31, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
FEDERAL AGENCIES (FULL FAITH & CREDIT)				
Max % (MV)	50.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND (SBA)				
Max % (MV)	50.0	0.0	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	50.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	100.0	0.5	Compliant	
Min Rating (AAA by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	3.0	0.0	Compliant	
Min Rating (Aa2 by Moody's or AA by S&P)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	100.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	90.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	74.2	Compliant	
Max Maturity (Years)	5.0	3.7	Compliant	

RECONCILIATION SUMMARY

City of Tamarac | Account #11314 | As of January 31, 2026

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**(1,825,000.00)**

Principal Paydowns

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

Purchases

Month to Date	**1,474,954.61**
Fiscal Year to Date	**7,741,833.01**

Sales

Month to Date	**(1,356,363.94)**
Fiscal Year to Date	**(5,487,018.74)**

Interest Received

Month to Date	**116,733.07**
Fiscal Year to Date	**438,196.19**

Purchased / Sold Interest

Month to Date	**3,584.35**
Fiscal Year to Date	**(1,514.42)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (10/01/2025)
Beginning Book Value	40,896,379.29	40,559,877.03
Maturities/Calls	0.00	(1,825,000.00)
Principal Paydowns	0.00	0.00
Purchases	1,474,954.61	7,741,833.01
Sales	(1,356,363.94)	(5,487,018.74)
Change in Cash, Payables, Receivables	85,482.68	84,512.48
Amortization/Accretion	6,579.29	28,025.96
Realized Gain (Loss)	8,280.90	13,083.10
Ending Book Value	41,115,312.83	41,115,312.83

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (10/01/2025)
Beginning Market Value	41,135,857.34	40,724,195.79
Maturities/Calls	0.00	(1,825,000.00)
Principal Paydowns	0.00	0.00
Purchases	1,474,954.61	7,741,833.01
Sales	(1,356,363.94)	(5,487,018.74)
Change in Cash, Payables, Receivables	85,482.68	84,512.48
Amortization/Accretion	6,579.29	28,025.96
Change in Net Unrealized Gain (Loss)	(39,972.51)	35,186.77
Realized Gain (Loss)	8,280.90	13,083.10
Ending Market Value	41,314,818.37	41,314,818.37

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	500,000.00	08/12/2025 4.02%	503,183.59 502,493.08	100.82 3.83%	504,078.50 953.33	1.22% 1,585.42	Aaa/AAA NA	3.70 1.61
02582JKV1	AMXCA 2025-4 A 4.3 07/15/2030	500,000.00	08/12/2025 3.98%	504,414.06 503,703.59	101.20 3.82%	506,000.00 955.56	1.22% 2,296.41	NA/AAA AAA	4.45 2.28
161571HZ0	CHAIT 2025-1 A 4.16 07/15/2030	250,000.00	12/15/2025 3.86%	252,031.25 251,929.90	100.91 3.80%	252,268.00 462.22	0.61% 338.10	NA/AAA AAA	4.45 2.29
Total ABS		**1,250,000.00**	**3.97%**	**1,259,628.90** **1,258,126.57**	**100.99** **3.82%**	**1,262,346.50** **2,371.11**	**3.06%** **4,219.93**		**4.15** **2.02**
AGENCY									
3133ERVU2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	500,000.00	10/03/2024 3.72%	497,874.50 499,290.53	99.92 3.61%	499,612.50 5,784.72	1.21% 321.97	Aa1/AA+ AA+	0.67 0.65
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	500,000.00	10/22/2024 4.06%	499,405.00 499,792.25	100.22 3.66%	501,122.00 6,222.22	1.21% 1,329.75	Aa1/AA+ AA+	0.69 0.66
Total Agency		**1,000,000.00**	**3.89%**	**997,279.50** **999,082.78**	**100.07** **3.64%**	**1,000,734.50** **12,006.94**	**2.42%** **1,651.72**		**0.68** **0.66**
CASH									
CCYUSD	Receivable	85,846.91	--	85,846.91 85,846.91	1.00	85,846.91 0.00	0.21% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**85,846.91**		**85,846.91** **85,846.91**	**1.00**	**85,846.91** **0.00**	**0.21%** **0.00**		**0.00** **0.00**
CORPORATE									
931142EM1	WALMART INC 3.05 07/08/2026	375,000.00	01/24/2022 1.65%	396,618.75 376,328.68	99.73 3.68%	373,986.38 730.73	0.91% (2,342.31)	Aa2/AA AA	0.43 0.43
037833DN7	APPLE INC 2.05 09/11/2026	375,000.00	01/19/2022 1.79%	379,125.00 375,404.66	98.98 3.77%	371,160.38 2,989.58	0.90% (4,244.28)	Aaa/AA+ NA	0.61 0.59
02665WFP1	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	350,000.00	09/16/2024 4.06%	352,285.50 350,751.65	100.36 3.85%	351,244.95 4,962.22	0.85% 493.30	A3/A- NA	0.68 0.65
369550BL1	GENERAL DYNAMICS CORP 3.5 04/01/2027	350,000.00	09/26/2024 3.90%	346,696.00 348,470.64	99.82 3.65%	349,378.05 4,083.33	0.85% 907.41	A2/A NA	1.16 1.12
24422EXV6	JOHN DEERE CAPITAL CORP 4.2 07/15/2027	350,000.00	09/16/2024 3.78%	353,899.00 352,000.55	100.77 3.65%	352,687.30 653.33	0.85% 686.75	A1/A A+	1.45 1.40

City of Tamarac | Account #11314 | As of January 31, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
63743HFT4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027	350,000.00	09/16/2024 3.94%	351,757.00 350,927.26	100.41 3.86%	351,421.70 5,407.50	0.85% 494.44	A2/A- A	1.62 1.46
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	350,000.00	09/26/2024 3.85%	340,984.00 344,969.51	98.59 3.81%	345,080.40 3,040.14	0.84% 110.89	A2/A+ A	1.70 1.63
911312BM7	UNITED PARCEL SERVICE INC 3.05 11/15/2027	350,000.00	09/26/2024 3.96%	340,690.00 344,693.95	98.92 3.68%	346,210.90 2,253.61	0.84% 1,516.95	A2/A NA	1.79 1.71
61747YER2	MORGAN STANLEY 4.21 04/20/2028	350,000.00	09/16/2024 4.22%	349,919.50 349,962.26	100.23 4.56%	350,794.50 4,133.99	0.85% 832.24	A1/A- A+	2.22 1.16
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	350,000.00	09/16/2024 4.17%	351,298.50 350,613.07	100.40 4.53%	351,389.85 3,992.77	0.85% 776.78	A1/A AA-	2.24 1.18
06051GKP3	BANK OF AMERICA CORP 4.376 04/27/2028	350,000.00	09/16/2024 4.23%	351,270.50 350,600.55	100.46 4.54%	351,604.75 3,999.18	0.85% 1,004.20	A1/A- AA-	2.24 1.18
06406RBX4	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028	500,000.00	01/14/2025 4.83%	500,710.00 500,414.23	101.52 4.09%	507,598.00 679.17	1.23% 7,183.77	Aa3/A AA-	2.47 1.41
95000U3A9	WELLS FARGO & CO 4.808 07/25/2028	500,000.00	01/14/2025 5.12%	496,335.00 497,855.12	101.16 4.64%	505,781.00 400.67	1.22% 7,925.88	A1/BBB+ A+	2.48 1.42
437076DH2	HOME DEPOT INC 3.75 09/15/2028	400,000.00	11/05/2025 3.88%	398,580.00 398,698.33	100.06 3.72%	400,248.40 5,666.67	0.97% 1,550.07	A2/A A	2.62 2.44
14913UBD1	CATERPILLAR FINANCIAL SERVICES CORP 3.95 11/14/2028	500,000.00	12/15/2025 3.89%	500,790.00 500,755.10	100.33 3.82%	501,665.50 4,224.31	1.21% 910.40	A2/A A+	2.79 2.59
023135CS3	AMAZON.COM INC 3.9 11/20/2028	250,000.00	12/15/2025 3.82%	250,515.00 250,491.70	100.36 3.76%	250,895.00 1,922.92	0.61% 403.30	A1/AA AA-	2.80 2.54
89236TFT7	TOYOTA MOTOR CREDIT CORP 3.65 01/08/2029	500,000.00	01/12/2026 3.93%	496,035.00 496,104.05	99.39 3.87%	496,959.00 1,165.97	1.20% 854.95	A1/A+ A+	2.94 2.75
46647PAM8	JPMORGAN CHASE & CO 3.509 01/23/2029	300,000.00	08/12/2025 4.60%	294,810.00 295,519.04	99.04 4.31%	297,108.00 233.93	0.72% 1,588.96	A1/A AA-	2.98 1.89
61744YAP3	MORGAN STANLEY 3.772 01/24/2029	300,000.00	08/12/2025 4.69%	296,202.00 296,720.46	99.45 4.40%	298,351.20 220.03	0.72% 1,630.74	A1/A- A+	2.98 1.88
91159HJK7	US BANCORP 4.653 02/01/2029	300,000.00	06/05/2025 4.58%	300,501.00 300,377.04	101.19 4.31%	303,577.80 6,979.50	0.73% 3,200.76	A3/A A	3.00 1.89
756109CW2	REALTY INCOME CORP 3.95 02/01/2029	350,000.00	01/12/2026 4.07%	348,757.50 348,778.67	99.68 4.06%	348,895.05 4,416.32	0.84% 116.38	A3/A- NA	3.00 2.80
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	300,000.00	08/12/2025 4.26%	300,051.00 300,042.84	100.47 4.39%	301,424.70 284.73	0.73% 1,381.86	A1/A- AA-	3.47 2.33

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
				8,097,830.25	**100.10**	**8,107,462.80**	**19.62%**		**2.17**
Total Corporate		**8,100,000.00**	**3.98%**	**8,080,479.37**	**4.04%**	**62,440.60**	**26,983.43**		**1.66**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	211,139.44	--	211,139.44	1.00	211,139.44	0.51%	Aaa/ AAAm	0.00
			3.30%	211,139.44	3.30%	0.00	0.00	AAA	0.00
Total Money Market Fund		**211,139.44**	**3.30%**	**211,139.44**	**1.00**	**211,139.44**	**0.51%**		**0.00**
				211,139.44	**3.30%**	**0.00**	**0.00**		**0.00**
US TREASURY									
91282CBQ3	UNITED STATES TREASURY 0.5 02/28/2026	650,000.00	08/04/2021	646,699.22	99.77	648,489.40	1.57%	Aa1/AA+	0.08
			0.61%	649,946.51	3.74%	1,382.60	(1,457.11)	AA+	0.07
91282CBW0	UNITED STATES TREASURY 0.75 04/30/2026	650,000.00	08/04/2021	653,529.30	99.30	645,467.55	1.56%	Aa1/AA+	0.24
			0.63%	650,179.84	3.67%	1,252.42	(4,712.29)	AA+	0.24
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	500,000.00	09/26/2024	503,710.94	100.20	500,982.00	1.21%	Aa1/AA+	0.37
			3.67%	500,794.35	3.56%	2,719.78	187.65	AA+	0.36
91282CLB5	UNITED STATES TREASURY 4.375 07/31/2026	500,000.00	10/22/2024	502,382.81	100.35	501,757.00	1.21%	Aa1/AA+	0.50
			4.09%	500,663.94	3.65%	60.43	1,093.06	AA+	0.49
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	500,000.00	10/03/2024	500,292.97	100.06	500,320.50	1.21%	Aa1/AA+	0.58
			3.72%	500,088.82	3.63%	7,976.52	231.68	AA+	0.55
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	450,000.00	03/14/2022	426,550.78	98.23	442,047.60	1.07%	Aa1/AA+	0.66
			2.08%	446,591.52	3.62%	1,341.35	(4,543.92)	AA+	0.64
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	500,000.00	11/05/2024	498,984.38	100.34	501,722.50	1.21%	Aa1/AA+	0.75
			4.23%	499,618.44	3.64%	5,298.69	2,104.06	AA+	0.72
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	500,000.00	09/26/2024	483,632.81	98.77	493,836.00	1.20%	Aa1/AA+	0.79
			3.61%	493,969.98	3.61%	2,154.70	(133.98)	AA+	0.76
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	500,000.00	11/05/2024	501,542.97	100.67	503,352.50	1.22%	Aa1/AA+	0.87
			4.22%	500,636.05	3.58%	2,884.62	2,716.45	AA+	0.84
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	835,000.00	01/03/2022	830,564.06	97.95	817,863.30	1.98%	Aa1/AA+	0.91
			1.36%	834,188.37	3.56%	922.65	(16,325.07)	AA+	0.89
91282CJT9	UNITED STATES TREASURY 4.0 01/15/2027	500,000.00	10/22/2024	499,843.75	100.41	502,047.00	1.22%	Aa1/AA+	0.96
			4.01%	499,933.20	3.56%	939.23	2,113.80	AA+	0.92
91282CMH1	UNITED STATES TREASURY 4.125 01/31/2027	1,000,000.00	01/28/2025	998,671.88	100.55	1,005,492.00	2.43%	Aa1/AA+	1.00
			4.19%	999,337.76	3.56%	113.95	6,154.24	AA+	0.97

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	500,000.00	10/03/2024 3.66%	484,160.16 493,051.74	98.68 3.56%	493,378.50 5,197.01	1.19% 326.76	Aa1/AA+ AA+	1.04 1.00
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	500,000.00	09/16/2024 3.45%	488,515.63 494,748.23	98.81 3.56%	494,043.00 4,258.24	1.20% (705.23)	Aa1/AA+ AA+	1.16 1.12
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	500,000.00	11/05/2024 4.21%	503,339.84 501,643.65	101.11 3.54%	505,547.00 6,737.64	1.22% 3,903.35	Aa1/AA+ AA+	1.20 1.15
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	500,000.00	09/26/2024 3.57%	485,058.59 492,716.06	98.55 3.54%	492,734.50 2,558.70	1.19% 18.44	Aa1/AA+ AA+	1.28 1.24
91282CKV2	UNITED STATES TREASURY 4.625 06/15/2027	1,000,000.00	01/28/2025 4.20%	1,009,414.06 1,005,418.24	101.44 3.53%	1,014,375.00 6,098.90	2.46% 8,956.76	Aa1/AA+ AA+	1.37 1.31
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	500,000.00	09/16/2024 3.44%	497,421.88 498,695.71	99.62 3.53%	498,086.00 1,436.46	1.21% (609.71)	Aa1/AA+ AA+	1.41 1.36
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	500,000.00	11/05/2024 4.22%	481,250.00 489,750.50	98.87 3.53%	494,355.50 37.98	1.20% 4,605.00	Aa1/AA+ AA+	1.50 1.45
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	500,000.00	11/05/2024 4.21%	485,722.66 492,000.25	99.38 3.54%	496,875.00 6,647.10	1.20% 4,874.75	Aa1/AA+ AA+	1.58 1.50
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	1,000,000.00	-- 3.81%	988,398.44 993,444.38	99.75 3.54%	997,461.00 12,959.25	2.41% 4,016.62	Aa1/AA+ AA+	1.62 1.54
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	500,000.00	10/22/2024 3.98%	498,593.75 499,196.61	100.55 3.54%	502,754.00 5,801.85	1.22% 3,557.39	Aa1/AA+ AA+	1.70 1.61
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	500,000.00	11/05/2024 4.20%	498,925.78 499,360.37	101.00 3.54%	504,980.50 4,444.06	1.22% 5,620.13	Aa1/AA+ AA+	1.79 1.69
91282CMB4	UNITED STATES TREASURY 4.0 12/15/2027	1,000,000.00	01/14/2025 4.46%	987,656.25 992,087.93	100.82 3.54%	1,008,203.00 5,274.73	2.44% 16,115.07	Aa1/AA+ AA+	1.87 1.78
91282CMF5	UNITED STATES TREASURY 4.25 01/15/2028	1,000,000.00	01/28/2025 4.24%	1,000,312.50 1,000,206.12	101.31 3.55%	1,013,125.00 1,995.86	2.45% 12,918.88	Aa1/AA+ AA+	1.96 1.86
91282CMN8	UNITED STATES TREASURY 4.25 02/15/2028	600,000.00	04/08/2025 3.79%	607,359.38 605,254.68	101.37 3.55%	608,203.20 11,779.89	1.47% 2,948.52	Aa1/AA+ AA+	2.04 1.90
91282CBS9	UNITED STATES TREASURY 1.25 03/31/2028	1,000,000.00	01/14/2025 4.49%	904,335.94 935,543.17	95.25 3.56%	952,461.00 4,258.24	2.31% 16,917.83	Aa1/AA+ AA+	2.16 2.09
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	500,000.00	04/08/2025 3.81%	495,488.28 496,691.94	99.87 3.56%	499,336.00 4,495.86	1.21% 2,644.06	Aa1/AA+ AA+	2.25 2.12
91282CND9	UNITED STATES TREASURY 3.75 05/15/2028	1,100,000.00	05/13/2025 3.96%	1,093,597.66 1,095,128.15	100.41 3.56%	1,104,512.20 8,888.12	2.67% 9,384.05	Aa1/AA+ AA+	2.29 2.15
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	500,000.00	12/12/2024 4.17%	497,226.56 498,115.35	101.01 3.56%	505,058.50 1,767.96	1.22% 6,943.15	Aa1/AA+ AA+	2.41 2.27

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Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	750,000.00	07/09/2025 3.84%	750,673.83 750,550.25	100.70 3.57%	755,244.00 1,364.81	1.83% 4,693.75	Aa1/AA+ AA+	2.45 2.32
91282CNU1	UNITED STATES TREASURY 3.625 08/15/2028	1,000,000.00	10/07/2025 3.58%	1,001,250.00 1,001,110.84	100.13 3.57%	1,001,250.00 16,745.92	2.42% 139.16	Aa1/AA+ AA+	2.54 2.36
91282CNY3	UNITED STATES TREASURY 3.375 09/15/2028	750,000.00	09/11/2025 3.47%	748,037.11 748,286.05	99.47 3.59%	746,045.25 9,719.44	1.81% (2,240.80)	Aa1/AA+ AA+	2.62 2.45
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	1,000,000.00	01/14/2025 4.54%	1,002,812.50 1,002,019.02	102.62 3.58%	1,026,172.00 15,755.49	2.48% 24,152.98	Aa1/AA+ AA+	2.67 2.45
91282CPC9	UNITED STATES TREASURY 3.5 10/15/2028	1,000,000.00	11/05/2025 3.64%	996,015.63 996,338.39	99.76 3.59%	997,578.00 10,480.77	2.41% 1,239.61	Aa1/AA+ AA+	2.71 2.53
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	1,000,000.00	01/28/2025 4.30%	1,002,695.31 1,001,987.33	102.05 3.60%	1,020,508.00 7,572.12	2.47% 18,520.67	Aa1/AA+ AA+	2.83 2.62
91282CPP0	UNITED STATES TREASURY 3.5 12/15/2028	500,000.00	01/12/2026 3.59%	498,710.94 498,733.89	99.73 3.60%	498,633.00 2,307.69	1.21% (100.89)	Aa1/AA+ AA+	2.87 2.69
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	500,000.00	12/12/2024 4.19%	491,796.88 494,098.63	100.40 3.60%	501,992.00 1,657.46	1.22% 7,893.37	Aa1/AA+ AA+	2.92 2.73
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	1,150,000.00	08/12/2025 3.75%	1,159,343.75 1,158,075.30	101.09 3.61%	1,162,578.70 127.07	2.81% 4,503.40	Aa1/AA+ AA+	3.00 2.80
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	1,000,000.00	06/05/2025 3.94%	1,006,562.50 1,005,432.66	101.46 3.63%	1,014,609.00 14,052.20	2.46% 9,176.34	Aa1/AA+ AA+	3.16 2.90
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	750,000.00	07/09/2025 3.89%	732,480.47 734,967.74	98.71 3.66%	740,302.50 2,154.70	1.79% 5,334.76	Aa1/AA+ AA+	3.41 3.19
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	1,200,000.00	08/12/2025 3.77%	1,209,843.75 1,208,674.46	101.09 3.66%	1,213,125.60 132.60	2.94% 4,451.14	Aa1/AA+ AA+	3.50 3.24
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	725,000.00	12/15/2025 3.65%	721,233.40 721,361.31	99.36 3.69%	720,383.93 8,644.23	1.74% (977.39)	Aa1/AA+ AA+	3.66 3.36
Total US Treasury		**30,610,000.00**	**3.72%**	**30,374,639.30** **30,480,637.76**	**100.14** **3.59%**	**30,647,288.22** **212,399.27**	**74.18%** **166,650.46**		**1.95** **1.83**
Total Portfolio		**41,256,986.35**	**3.78%**	**41,026,364.30** **41,115,312.83**	**99.44** **3.68%**	**41,314,818.37** **289,217.93**	**100.00%** **199,505.54**		**2.01** **1.76**
Total Market Value + Accrued						**41,604,036.30**			

TRANSACTION LEDGER

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/05/2026	31846V203	364.23	FIRST AMER:GVT OBLG Y	1.000	3.38%	(364.23)	0.00	(364.23)	0.00
Purchase	01/08/2026	31846V203	17,218.75	FIRST AMER:GVT OBLG Y	1.000	3.31%	(17,218.75)	0.00	(17,218.75)	0.00
Purchase	01/13/2026	756109CW2	350,000.00	REALTY INCOME CORP 3.95 02/01/2029	99.645	4.07%	(348,757.50)	(3,725.07)	(352,482.57)	0.00
Purchase	01/13/2026	89236TFT7	500,000.00	TOYOTA MOTOR CREDIT CORP 3.65 01/08/2029	99.207	3.93%	(496,035.00)	(253.47)	(496,288.47)	0.00
Purchase	01/13/2026	91282CPP0	500,000.00	UNITED STATES TREASURY 3.5 12/15/2028	99.742	3.59%	(498,710.94)	(1,394.23)	(500,105.17)	0.00
Purchase	01/13/2026	31846V203	14,718.10	FIRST AMER:GVT OBLG Y	1.000	3.31%	(14,718.10)	0.00	(14,718.10)	0.00
Purchase	01/15/2026	31846V203	7,350.00	FIRST AMER:GVT OBLG Y	1.000	3.31%	(7,350.00)	0.00	(7,350.00)	0.00
Purchase	01/15/2026	31846V203	50,227.09	FIRST AMER:GVT OBLG Y	1.000	3.31%	(50,227.09)	0.00	(50,227.09)	0.00
Purchase	01/21/2026	31846V203	12,225.00	FIRST AMER:GVT OBLG Y	1.000	3.30%	(12,225.00)	0.00	(12,225.00)	0.00
Purchase	01/23/2026	31846V203	11,670.00	FIRST AMER:GVT OBLG Y	1.000	3.30%	(11,670.00)	0.00	(11,670.00)	0.00
Purchase	01/26/2026	31846V203	17,678.00	FIRST AMER:GVT OBLG Y	1.000	3.31%	(17,678.00)	0.00	(17,678.00)	0.00
Total Purchase			**1,481,451.17**				**(1,474,954.61)**	**(5,372.77)**	**(1,480,327.38)**	**0.00**
TOTAL ACQUISITIONS			**1,481,451.17**				**(1,474,954.61)**	**(5,372.77)**	**(1,480,327.38)**	**0.00**
DISPOSITIONS										
Sale	01/08/2026	31846V203	(1,726.75)	FIRST AMER:GVT OBLG Y	1.000	3.31%	1,726.75	0.00	1,726.75	0.00
Sale	01/13/2026	89236TMY8	(500,000.00)	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027	100.883	4.69%	504,415.00	(319.44)	504,734.44	4,840.73

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Sale	01/13/2026	756109BG8	(350,000.00)	REALTY INCOME CORP 3.95 08/15/2027	100.030	4.42%	350,105.00	(5,683.61)	355,788.61	2,548.26
Sale	01/13/2026	91282CHB0	(500,000.00)	UNITED STATES TREASURY 3.625 05/15/2026	100.023	4.11%	500,117.19	(2,954.07)	503,071.26	891.92
Total Sale			**(1,351,726.75)**				**1,356,363.94**	**(8,957.12)**	**1,365,321.06**	**8,280.90**
TOTAL DISPOSITIONS			**(1,351,726.75)**				**1,356,363.94**	**(8,957.12)**	**1,365,321.06**	**8,280.90**
OTHER TRANSACTIONS										
Coupon	01/08/2026	89236TMY8	0.00	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027		4.69%	11,500.00	0.00	11,500.00	0.00
Coupon	01/08/2026	931142EM1	0.00	WALMART INC 3.05 07/08/2026		1.65%	5,718.75	0.00	5,718.75	0.00
Coupon	01/15/2026	91282CMF5	0.00	UNITED STATES TREASURY 4.25 01/15/2028		4.24%	21,250.00	0.00	21,250.00	0.00
Coupon	01/15/2026	92970QAE5	0.00	WFCIT 2024-2 A 4.29 10/15/2029		4.02%	1,787.50	0.00	1,787.50	0.00
Coupon	01/15/2026	91282CJT9	0.00	UNITED STATES TREASURY 4.0 01/15/2027		4.01%	10,000.00	0.00	10,000.00	0.00
Coupon	01/15/2026	02582JKV1	0.00	AMXCA 2025-4 A 4.3 07/15/2030		3.98%	1,791.67	0.00	1,791.67	0.00
Coupon	01/15/2026	161571HZ0	0.00	CHAIT 2025-1 A 4.16 07/15/2030		3.86%	866.67	0.00	866.67	0.00
Coupon	01/15/2026	91282CNM9	0.00	UNITED STATES TREASURY 3.875 07/15/2028		3.84%	14,531.25	0.00	14,531.25	0.00
Coupon	01/15/2026	24422EXV6	0.00	JOHN DEERE CAPITAL CORP 4.2 07/15/2027		3.78%	7,350.00	0.00	7,350.00	0.00

TRANSACTION LEDGER

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	01/21/2026	06406RBX4	0.00	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028		4.83%	12,225.00	0.00	12,225.00	0.00
Coupon	01/23/2026	46647PAM8	0.00	JPMORGAN CHASE & CO 3.509 01/23/2029		4.60%	5,263.50	0.00	5,263.50	0.00
Coupon	01/23/2026	06051GHM4	0.00	BANK OF AMERICA CORP 4.271 07/23/2029		4.26%	6,406.50	0.00	6,406.50	0.00
Coupon	01/24/2026	61744YAP3	0.00	MORGAN STANLEY 3.772 01/24/2029		4.69%	5,658.00	0.00	5,658.00	0.00
Coupon	01/25/2026	95000U3A9	0.00	WELLS FARGO & CO 4.808 07/25/2028		5.12%	12,020.00	0.00	12,020.00	0.00
Coupon	01/31/2026	91282CFB2	0.00	UNITED STATES TREASURY 2.75 07/31/2027		4.22%	6,875.00	0.00	6,875.00	0.00
Coupon	01/31/2026	91282CMH1	0.00	UNITED STATES TREASURY 4.125 01/31/2027		4.19%	20,625.00	0.00	20,625.00	0.00
Coupon	01/31/2026	91282CLB5	0.00	UNITED STATES TREASURY 4.375 07/31/2026		4.09%	10,937.50	0.00	10,937.50	0.00
Coupon	01/31/2026	91282CLC3	0.00	UNITED STATES TREASURY 4.0 07/31/2029		3.77%	24,000.00	0.00	24,000.00	0.00
Coupon	01/31/2026	91282CJW2	0.00	UNITED STATES TREASURY 4.0 01/31/2029		3.75%	23,000.00	0.00	23,000.00	0.00
Total Coupon			**0.00**				**201,806.34**	**0.00**	**201,806.34**	**0.00**
Dividend	01/31/2026	31846V203	0.00	FIRST AMER:GVT OBLG Y		3.31%	409.41	0.00	409.41	0.00
Total Dividend			**0.00**				**409.41**	**0.00**	**409.41**	**0.00**
Management Fee	01/08/2026	CCYUSD	(1,726.75)	Cash		0.00%	(1,726.75)	0.00	(1,726.75)	0.00
Total Management Fee			**(1,726.75)**				**(1,726.75)**	**0.00**	**(1,726.75)**	**0.00**

TRANSACTION LEDGER

City of Tamarac | Account #11314 | As of January 31, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
TOTAL OTHER TRANSACTIONS			**(1,726.75)**				**200,489.00**	**0.00**	**200,489.00**	**0.00**

City of Tamarac | Account #11314 | As of January 31, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V203	FIRST AMER:GVT OBLG Y	211,139.44	81,415.02 131,451.17 (1,726.75) 211,139.44	0.00 364.23 0.00 364.23	0.00 0.00 0.00 364.23	364.23
CCYUSD	Receivable	85,846.91	364.23 0.00 0.00 85,846.91	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**296,986.35**	**81,779.25** **131,451.17** **(1,726.75)** **296,986.35**	**0.00** **364.23** **0.00** **364.23**	**0.00** **0.00** **0.00** **364.23**	**364.23**
FIXED INCOME						
023135CS3	AMAZON.COM INC 3.9 11/20/2028	12/15/2025 12/16/2025 250,000.00	250,507.07 0.00 0.00 250,491.70	1,110.42 0.00 1,922.92 812.50	0.00 (15.37) (15.37) 797.13	797.13
02582JKV1	AMXCA 2025-4 A 4.3 07/15/2030	08/12/2025 08/13/2025 500,000.00	503,831.59 0.00 0.00 503,703.59	955.56 1,791.67 955.56 1,791.67	0.00 (127.99) (127.99) 1,663.68	1,663.68
02665WFP1	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	09/16/2024 09/17/2024 350,000.00	350,846.37 0.00 0.00 350,751.65	3,678.89 0.00 4,962.22 1,283.33	0.00 (94.72) (94.72) 1,188.61	1,188.61
037833DN7	APPLE INC 2.05 09/11/2026	01/19/2022 01/21/2022 375,000.00	375,483.06 0.00 0.00 375,404.66	2,348.96 0.00 2,989.58 640.63	0.00 (78.40) (78.40) 562.22	562.22
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	08/12/2025 08/13/2025 300,000.00	300,044.31 0.00 0.00 300,042.84	5,623.48 6,406.50 284.73 1,067.75	0.00 (1.47) (1.47) 1,066.28	1,066.28

INCOME EARNED

City of Tamarac | Account #11314 | As of January 31, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06051GKP3	BANK OF AMERICA CORP 4.376 04/27/2028	09/16/2024 09/17/2024 350,000.00	350,641.92 0.00 0.00 350,600.55	2,722.84 0.00 3,999.18 1,276.33	0.00 (41.37) (41.37) 1,234.96	1,234.96
06406RBX4	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028	01/14/2025 01/15/2025 500,000.00	500,438.23 0.00 0.00 500,414.23	10,866.67 12,225.00 679.17 2,037.50	0.00 (24.00) (24.00) 2,013.50	2,013.50
14913UBD1	CATERPILLAR FINANCIAL SERVICES CORP 3.95 11/14/2028	12/15/2025 12/16/2025 500,000.00	500,778.12 0.00 0.00 500,755.10	2,578.47 0.00 4,224.31 1,645.83	0.00 (23.02) (23.02) 1,622.82	1,622.82
161571HZ0	CHAIT 2025-1 A 4.16 07/15/2030	12/15/2025 12/16/2025 250,000.00	251,996.75 0.00 0.00 251,929.90	462.22 866.67 462.22 866.67	0.00 (66.85) (66.85) 799.82	799.82
24422EXV6	JOHN DEERE CAPITAL CORP 4.2 07/15/2027	09/16/2024 09/17/2024 350,000.00	352,117.79 0.00 0.00 352,000.55	6,778.33 7,350.00 653.33 1,225.00	0.00 (117.23) (117.23) 1,107.77	1,107.77
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	10/22/2024 10/23/2024 500,000.00	499,766.49 0.00 0.00 499,792.25	4,555.56 0.00 6,222.22 1,666.67	25.76 0.00 25.76 1,692.43	1,692.43
3133ERVU2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	10/03/2024 10/04/2024 500,000.00	499,200.02 0.00 0.00 499,290.53	4,326.39 0.00 5,784.72 1,458.33	90.51 0.00 90.51 1,548.84	1,548.84
369550BL1	GENERAL DYNAMICS CORP 3.5 04/01/2027	09/26/2024 09/27/2024 350,000.00	348,358.82 0.00 0.00 348,470.64	3,062.50 0.00 4,083.33 1,020.83	111.82 0.00 111.82 1,132.65	1,132.65
437076DH2	HOME DEPOT INC 3.75 09/15/2028	11/05/2025 11/06/2025 400,000.00	398,656.17 0.00 0.00 398,698.33	4,416.67 0.00 5,666.67 1,250.00	42.16 0.00 42.16 1,292.16	1,292.16

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
46647PAM8	JPMORGAN CHASE & CO 3.509 01/23/2029	08/12/2025 08/13/2025 300,000.00	295,391.25 0.00 0.00 295,519.04	4,620.18 5,263.50 233.93 877.25	127.79 0.00 127.79 1,005.04	1,005.04
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	09/16/2024 09/17/2024 350,000.00	350,655.39 0.00 0.00 350,613.07	2,731.90 0.00 3,992.77 1,260.88	0.00 (42.33) (42.33) 1,218.55	1,218.55
61744YAP3	MORGAN STANLEY 3.772 01/24/2029	08/12/2025 08/13/2025 300,000.00	296,627.01 0.00 0.00 296,720.46	4,935.03 5,658.00 220.03 943.00	93.44 0.00 93.44 1,036.44	1,036.44
61747YER2	MORGAN STANLEY 4.21 04/20/2028	09/16/2024 09/17/2024 350,000.00	349,959.62 0.00 0.00 349,962.26	2,906.07 0.00 4,133.99 1,227.92	2.64 0.00 2.64 1,230.56	1,230.56
63743HFT4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027	09/16/2024 09/17/2024 350,000.00	350,978.50 0.00 0.00 350,927.26	4,205.83 0.00 5,407.50 1,201.67	0.00 (51.24) (51.24) 1,150.43	1,150.43
756109BG8	REALTY INCOME CORP 3.95 08/15/2027	10/22/2024 10/23/2024 0.00	347,506.11 0.00 (347,556.74) 0.00	5,222.78 5,683.61 0.00 460.83	50.64 0.00 50.64 511.47	511.47
756109CW2	REALTY INCOME CORP 3.95 02/01/2029	01/12/2026 01/13/2026 350,000.00	0.00 348,757.50 0.00 348,778.67	0.00 (3,725.07) 4,416.32 691.25	21.17 0.00 21.17 712.42	712.42
89236TFT7	TOYOTA MOTOR CREDIT CORP 3.65 01/08/2029	01/12/2026 01/13/2026 500,000.00	0.00 496,035.00 0.00 496,104.05	0.00 (253.47) 1,165.97 912.50	69.05 0.00 69.05 981.55	981.55
89236TMY8	TOYOTA MOTOR CREDIT CORP 4.6 01/08/2027	01/14/2025 01/15/2025 0.00	499,560.08 0.00 (499,574.27) 0.00	11,052.78 11,819.44 0.00 766.66	14.19 0.00 14.19 780.85	780.85

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
911312BM7	UNITED PARCEL SERVICE INC 3.05 11/15/2027	09/26/2024 09/27/2024 350,000.00	344,441.67 0.00 0.00 344,693.95	1,364.03 0.00 2,253.61 889.58	252.28 0.00 252.28 1,141.86	1,141.86
91159HJK7	US BANCORP 4.653 02/01/2029	06/05/2025 06/06/2025 300,000.00	300,393.05 0.00 0.00 300,377.04	5,816.25 0.00 6,979.50 1,163.25	0.00 (16.01) (16.01) 1,147.24	1,147.24
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	09/26/2024 09/27/2024 500,000.00	493,318.66 0.00 0.00 493,969.98	1,298.34 0.00 2,154.70 856.35	651.33 0.00 651.33 1,507.68	1,507.68
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	10/03/2024 10/04/2024 500,000.00	492,483.41 0.00 0.00 493,051.74	4,249.32 0.00 5,197.01 947.69	568.33 0.00 568.33 1,516.02	1,516.02
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	09/26/2024 09/27/2024 500,000.00	492,233.58 0.00 0.00 492,716.06	1,541.78 0.00 2,558.70 1,016.92	482.48 0.00 482.48 1,499.40	1,499.40
91282CBQ3	UNITED STATES TREASURY 0.5 02/28/2026	08/04/2021 08/06/2021 650,000.00	649,885.09 0.00 0.00 649,946.51	1,104.28 0.00 1,382.60 278.31	61.42 0.00 61.42 339.73	339.73
91282CBS9	UNITED STATES TREASURY 1.25 03/31/2028	01/14/2025 01/15/2025 1,000,000.00	933,010.65 0.00 0.00 935,543.17	3,193.68 0.00 4,258.24 1,064.56	2,532.52 0.00 2,532.52 3,597.08	3,597.08
91282CBW0	UNITED STATES TREASURY 0.75 04/30/2026	08/04/2021 08/06/2021 650,000.00	650,243.19 0.00 0.00 650,179.84	834.94 0.00 1,252.42 417.47	0.00 (63.35) (63.35) 354.12	354.12
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	03/14/2022 03/16/2022 450,000.00	446,153.08 0.00 0.00 446,591.52	1,006.01 0.00 1,341.35 335.34	438.44 0.00 438.44 773.77	773.77

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	01/03/2022 01/05/2022 835,000.00	834,112.81 0.00 0.00 834,188.37	28.83 0.00 922.65 893.82	75.56 0.00 75.56 969.38	969.38
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	09/16/2024 09/17/2024 500,000.00	494,363.35 0.00 0.00 494,748.23	3,193.68 0.00 4,258.24 1,064.56	384.88 0.00 384.88 1,449.44	1,449.44
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	07/09/2025 07/10/2025 750,000.00	734,593.44 0.00 0.00 734,967.74	67.33 0.00 2,154.70 2,087.36	374.30 0.00 374.30 2,461.66	2,461.66
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	09/16/2024 09/17/2024 500,000.00	498,617.05 0.00 0.00 498,695.71	44.89 0.00 1,436.46 1,391.57	78.66 0.00 78.66 1,470.24	1,470.24
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	11/05/2024 11/06/2024 500,000.00	489,167.50 0.00 0.00 489,750.50	5,754.08 0.00 37.98 (5,716.09)	583.00 0.00 583.00 (5,133.09)	(5,133.09)
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	11/05/2024 11/06/2024 500,000.00	491,569.70 0.00 0.00 492,000.25	5,309.05 0.00 6,647.10 1,338.05	430.54 0.00 430.54 1,768.59	1,768.59
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	04/08/2025 04/09/2025 500,000.00	496,566.73 0.00 0.00 496,691.94	2,997.24 0.00 4,495.86 1,498.62	125.21 0.00 125.21 1,623.83	1,623.83
91282CHB0	UNITED STATES TREASURY 3.625 05/15/2026	10/22/2024 10/23/2024 0.00	499,149.07 0.00 (499,225.27) 0.00	2,353.25 2,954.07 0.00 600.82	76.20 0.00 76.20 677.03	677.03
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	09/26/2024 09/27/2024 500,000.00	500,978.12 0.00 0.00 500,794.35	963.26 0.00 2,719.78 1,756.52	0.00 (183.77) (183.77) 1,572.76	1,572.76

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	12/12/2024 12/13/2024 500,000.00	498,048.95 0.00 0.00 498,115.35	55.25 0.00 1,767.96 1,712.71	66.39 0.00 66.39 1,779.10	1,779.10
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	01/14/2025 01/15/2025 1,000,000.00	1,002,083.41 0.00 0.00 1,002,019.02	11,816.62 0.00 15,755.49 3,938.87	0.00 (64.39) (64.39) 3,874.48	3,874.48
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	01/28/2025 01/29/2025 1,000,000.00	1,002,046.97 0.00 0.00 1,001,987.33	3,846.15 0.00 7,572.12 3,725.96	0.00 (59.64) (59.64) 3,666.32	3,666.32
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	11/05/2024 11/06/2024 500,000.00	500,698.25 0.00 0.00 500,636.05	1,021.63 0.00 2,884.62 1,862.98	0.00 (62.20) (62.20) 1,800.78	1,800.78
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	12/12/2024 12/13/2024 500,000.00	493,926.70 0.00 0.00 494,098.63	51.80 0.00 1,657.46 1,605.66	171.94 0.00 171.94 1,777.60	1,777.60
91282CJT9	UNITED STATES TREASURY 4.0 01/15/2027	10/22/2024 10/23/2024 500,000.00	499,927.25 0.00 0.00 499,933.20	9,239.13 10,000.00 939.23 1,700.10	5.95 0.00 5.95 1,706.05	1,706.05
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	08/12/2025 08/13/2025 1,150,000.00	1,158,303.92 0.00 0.00 1,158,075.30	19,250.00 0.00 127.07 (19,122.93)	0.00 (228.62) (228.62) (19,351.54)	(19,351.54)
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	06/05/2025 06/06/2025 1,000,000.00	1,005,578.60 0.00 0.00 1,005,432.66	10,539.15 0.00 14,052.20 3,513.05	0.00 (145.94) (145.94) 3,367.11	3,367.11
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	11/05/2024 11/06/2024 500,000.00	501,759.98 0.00 0.00 501,643.65	4,821.43 0.00 6,737.64 1,916.21	0.00 (116.33) (116.33) 1,799.88	1,799.88

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91282CKV2	UNITED STATES TREASURY 4.625 06/15/2027	01/28/2025 01/29/2025 1,000,000.00	1,005,754.85 0.00 0.00 1,005,418.24	2,160.03 0.00 6,098.90 3,938.87	0.00 (336.60) (336.60) 3,602.27	3,602.27
91282CLB5	UNITED STATES TREASURY 4.375 07/31/2026	10/22/2024 10/23/2024 500,000.00	500,778.29 0.00 0.00 500,663.94	9,154.21 0.00 60.43 (9,093.78)	0.00 (114.35) (114.35) (9,208.13)	(9,208.13)
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	08/12/2025 08/13/2025 1,200,000.00	1,208,885.21 0.00 0.00 1,208,674.46	20,086.96 0.00 132.60 (19,954.36)	0.00 (210.74) (210.74) (20,165.10)	(20,165.10)
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	10/03/2024 10/04/2024 500,000.00	500,101.87 0.00 0.00 500,088.82	6,370.86 0.00 7,976.52 1,605.66	0.00 (13.05) (13.05) 1,592.61	1,592.61
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	1,000,000.00	993,100.51 0.00 0.00 993,444.38	10,069.06 0.00 12,959.25 2,890.19	343.87 0.00 343.87 3,234.06	3,234.06
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	12/15/2025 12/16/2025 725,000.00	721,276.94 0.00 0.00 721,361.31	6,483.17 0.00 8,644.23 2,161.06	84.37 0.00 84.37 2,245.43	2,245.43
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	10/22/2024 10/23/2024 500,000.00	499,156.51 0.00 0.00 499,196.61	4,151.79 0.00 5,801.85 1,650.07	40.10 0.00 40.10 1,690.17	1,690.17
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	11/05/2024 11/06/2024 500,000.00	499,574.95 0.00 0.00 499,618.44	3,532.46 0.00 5,298.69 1,766.23	43.49 0.00 43.49 1,809.72	1,809.72
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	11/05/2024 11/15/2024 500,000.00	499,329.96 0.00 0.00 499,360.37	2,677.83 0.00 4,444.06 1,766.23	30.41 0.00 30.41 1,796.64	1,796.64

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91282CMB4	UNITED STATES TREASURY 4.0 12/15/2027	01/14/2025 01/15/2025 1,000,000.00	991,728.30 0.00 0.00 992,087.93	1,868.13 0.00 5,274.73 3,406.59	359.64 0.00 359.64 3,766.23	3,766.23
91282CMF5	UNITED STATES TREASURY 4.25 01/15/2028	01/28/2025 01/29/2025 1,000,000.00	1,000,215.08 0.00 0.00 1,000,206.12	19,633.15 21,250.00 1,995.86 3,612.70	0.00 (8.96) (8.96) 3,603.74	3,603.74
91282CMH1	UNITED STATES TREASURY 4.125 01/31/2027	01/28/2025 01/31/2025 1,000,000.00	999,281.36 0.00 0.00 999,337.76	17,262.23 0.00 113.95 (17,148.28)	56.40 0.00 56.40 (17,091.88)	(17,091.88)
91282CMN8	UNITED STATES TREASURY 4.25 02/15/2028	04/08/2025 04/09/2025 600,000.00	605,473.63 0.00 0.00 605,254.68	9,631.79 0.00 11,779.89 2,148.10	0.00 (218.95) (218.95) 1,929.15	1,929.15
91282CND9	UNITED STATES TREASURY 3.75 05/15/2028	05/13/2025 05/15/2025 1,100,000.00	1,094,947.06 0.00 0.00 1,095,128.15	5,355.66 0.00 8,888.12 3,532.46	181.09 0.00 181.09 3,713.55	3,713.55
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	07/09/2025 07/15/2025 750,000.00	750,569.31 0.00 0.00 750,550.25	13,425.61 14,531.25 1,364.81 2,470.45	0.00 (19.06) (19.06) 2,451.39	2,451.39
91282CNU1	UNITED STATES TREASURY 3.625 08/15/2028	10/07/2025 10/08/2025 1,000,000.00	1,001,148.03 0.00 0.00 1,001,110.84	13,692.26 0.00 16,745.92 3,053.67	0.00 (37.19) (37.19) 3,016.48	3,016.48
91282CNY3	UNITED STATES TREASURY 3.375 09/15/2028	09/11/2025 09/15/2025 750,000.00	748,230.53 0.00 0.00 748,286.05	7,551.80 0.00 9,719.44 2,167.65	55.52 0.00 55.52 2,223.16	2,223.16
91282CPC9	UNITED STATES TREASURY 3.5 10/15/2028	11/05/2025 11/06/2025 1,000,000.00	996,223.38 0.00 0.00 996,338.39	7,500.00 0.00 10,480.77 2,980.77	115.01 0.00 115.01 3,095.77	3,095.77

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91282CPP0	UNITED STATES TREASURY 3.5 12/15/2028	01/12/2026 01/13/2026 500,000.00	0.00 498,710.94 0.00 498,733.89	0.00 (1,394.23) 2,307.69 913.46	22.95 0.00 22.95 936.42	936.42
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	09/26/2024 09/27/2024 350,000.00	344,718.39 0.00 0.00 344,969.51	2,179.72 0.00 3,040.14 860.42	251.12 0.00 251.12 1,111.54	1,111.54
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	08/12/2025 08/13/2025 500,000.00	502,617.53 0.00 0.00 502,493.08	953.33 1,787.50 953.33 1,787.50	0.00 (124.45) (124.45) 1,663.05	1,663.05
931142EM1	WALMART INC 3.05 07/08/2026	01/24/2022 01/26/2022 375,000.00	376,757.73 0.00 0.00 376,328.68	5,496.35 5,718.75 730.73 953.13	0.00 (429.05) (429.05) 524.07	524.07
95000U3A9	WELLS FARGO & CO 4.808 07/25/2028	01/14/2025 01/15/2025 500,000.00	497,731.76 0.00 0.00 497,855.12	10,417.33 12,020.00 400.67 2,003.33	123.36 0.00 123.36 2,126.69	2,126.69
Total Fixed Income		**40,960,000.00**	**40,814,600.04** **1,343,503.44** **(1,346,356.29)** **40,818,326.48**	**370,576.66** **119,953.19** **289,217.93** **38,594.46**	**9,715.93** **(3,136.64)** **6,579.29** **45,173.75**	**45,173.75**
TOTAL PORTFOLIO		**41,256,986.35**	**40,896,379.29** **1,474,954.61** **(1,348,083.04)** **41,115,312.83**	**370,576.66** **120,317.42** **289,217.93** **38,958.69**	**9,715.93** **(3,136.64)** **6,579.29** **45,537.98**	**45,537.98**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
FEBRUARY 2026							
02/02/2026	Coupon	91282CMH1	0.00	UNITED STATES TREASURY 4.125 01/31/2027		20,625.00	20,625.00
02/02/2026	Coupon	91282CLC3	0.00	UNITED STATES TREASURY 4.0 07/31/2029		24,000.00	24,000.00
02/02/2026	Coupon	91282CLB5	0.00	UNITED STATES TREASURY 4.375 07/31/2026		10,937.50	10,937.50
02/02/2026	Coupon	91282CJW2	0.00	UNITED STATES TREASURY 4.0 01/31/2029		23,000.00	23,000.00
02/02/2026	Coupon	91282CFB2	0.00	UNITED STATES TREASURY 2.75 07/31/2027		6,875.00	6,875.00
02/02/2026	Coupon	91159HJK7	0.00	US BANCORP 4.653 02/01/2029		6,979.50	6,979.50
02/02/2026	Coupon	756109CW2	0.00	REALTY INCOME CORP 3.95 02/01/2029		4,416.32	4,416.32
02/02/2026	Dividend	31846V203	0.00	FIRST AMER:GVT OBLG Y	409.41		409.41
02/16/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
02/17/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
02/17/2026	Coupon	912828V98	500,000.00	UNITED STATES TREASURY 2.25 02/15/2027		5,625.00	5,625.00
02/17/2026	Coupon	91282CMN8	600,000.00	UNITED STATES TREASURY 4.25 02/15/2028		12,750.00	12,750.00
02/17/2026	Coupon	91282CNU1	1,000,000.00	UNITED STATES TREASURY 3.625 08/15/2028		18,125.00	18,125.00
02/17/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
February 2026 Total					**409.41**	**137,779.15**	**138,188.56**
MARCH 2026							
03/02/2026	Coupon	91282CBQ3	650,000.00	UNITED STATES TREASURY 0.5 02/28/2026		1,625.00	1,625.00
03/02/2026	Final Maturity	91282CBQ3	650,000.00	UNITED STATES TREASURY 0.5 02/28/2026	650,000.00		650,000.00
03/02/2026	Coupon	91282CFH9	500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		7,812.50	7,812.50
03/02/2026	Coupon	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026		9,375.00	9,375.00
03/11/2026	Coupon	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026		3,843.75	3,843.75
03/16/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
03/16/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
03/16/2026	Coupon	437076DH2	400,000.00	HOME DEPOT INC 3.75 09/15/2028		7,500.00	7,500.00
03/16/2026	Coupon	63743HFT4	350,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027		7,210.00	7,210.00
03/16/2026	Coupon	91282CLL3	1,000,000.00	UNITED STATES TREASURY 3.375 09/15/2027		16,875.00	16,875.00
03/16/2026	Coupon	91282CNY3	750,000.00	UNITED STATES TREASURY 3.375 09/15/2028		12,656.25	12,656.25
03/16/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
03/31/2026	Coupon	91282CBS9	1,000,000.00	UNITED STATES TREASURY 1.25 03/31/2028		6,250.00	6,250.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/31/2026	Coupon	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026		1,968.75	1,968.75
03/31/2026	Coupon	91282CEF4	500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		6,250.00	6,250.00
03/31/2026	Coupon	91282CJA0	1,000,000.00	UNITED STATES TREASURY 4.625 09/30/2028		23,125.00	23,125.00
03/31/2026	Coupon	91282CKG5	1,000,000.00	UNITED STATES TREASURY 4.125 03/31/2029		20,625.00	20,625.00
03/31/2026	Coupon	91282CLN9	725,000.00	UNITED STATES TREASURY 3.5 09/30/2029		12,687.50	12,687.50
March 2026 Total					**650,000.00**	**142,249.58**	**792,249.58**
APRIL 2026							
04/01/2026	Coupon	369550BL1	350,000.00	GENERAL DYNAMICS CORP 3.5 04/01/2027		6,125.00	6,125.00
04/02/2026	Coupon	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026		8,750.00	8,750.00
04/06/2026	Coupon	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026		7,700.00	7,700.00
04/09/2026	Coupon	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026		10,000.00	10,000.00
04/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
04/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
04/15/2026	Coupon	91282CKJ9	500,000.00	UNITED STATES TREASURY 4.5 04/15/2027		11,250.00	11,250.00
04/15/2026	Coupon	91282CLQ2	500,000.00	UNITED STATES TREASURY 3.875 10/15/2027		9,687.50	9,687.50
04/15/2026	Coupon	91282CPC9	1,000,000.00	UNITED STATES TREASURY 3.5 10/15/2028		17,500.00	17,500.00
04/15/2026	Coupon	91324PDE9	350,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		5,162.50	5,162.50
04/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
04/20/2026	Coupon	61747YER2	350,000.00	MORGAN STANLEY 4.21 04/20/2028		7,367.50	7,367.50
04/27/2026	Coupon	06051GKP3	350,000.00	BANK OF AMERICA CORP 4.376 04/27/2028		7,658.00	7,658.00
04/27/2026	Coupon	46647PDA1	350,000.00	JPMORGAN CHASE & CO 4.323 04/26/2028		7,565.25	7,565.25
04/30/2026	Coupon	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026		2,437.50	2,437.50
04/30/2026	Final Maturity	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026	650,000.00		650,000.00
04/30/2026	Coupon	91282CHA2	500,000.00	UNITED STATES TREASURY 3.5 04/30/2028		8,750.00	8,750.00
04/30/2026	Coupon	91282CLS8	500,000.00	UNITED STATES TREASURY 4.125 10/31/2026		10,312.50	10,312.50
April 2026 Total					**650,000.00**	**124,711.58**	**774,711.58**
MAY 2026							
05/14/2026	Coupon	14913UBD1	500,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.95 11/14/2028		9,875.00	9,875.00
05/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
05/15/2026	Coupon	911312BM7	350,000.00	UNITED PARCEL SERVICE INC 3.05 11/15/2027		5,337.50	5,337.50
05/15/2026	Coupon	912828U24	500,000.00	UNITED STATES TREASURY 2.0 11/15/2026		5,000.00	5,000.00
05/15/2026	Coupon	912828X88	500,000.00	UNITED STATES TREASURY 2.375 05/15/2027		5,937.50	5,937.50
05/15/2026	Coupon	91282CLX7	500,000.00	UNITED STATES TREASURY 4.125 11/15/2027		10,312.50	10,312.50
05/15/2026	Coupon	91282CND9	1,100,000.00	UNITED STATES TREASURY 3.75 05/15/2028		20,625.00	20,625.00
05/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
05/20/2026	Coupon	023135CS3	250,000.00	AMAZON.COM INC 3.9 11/20/2028		4,875.00	4,875.00
May 2026 Total						**66,408.33**	**66,408.33**
JUNE 2026							
06/01/2026	Coupon	91282CJN2	1,000,000.00	UNITED STATES TREASURY 4.375 11/30/2028		21,875.00	21,875.00
06/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
06/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
06/15/2026	Coupon	91282CHH7	500,000.00	UNITED STATES TREASURY 4.125 06/15/2026		10,312.50	10,312.50
06/15/2026	Final Maturity	91282CHH7	500,000.00	UNITED STATES TREASURY 4.125 06/15/2026	500,000.00		500,000.00
06/15/2026	Coupon	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026		10,937.50	10,937.50
06/15/2026	Coupon	91282CKV2	1,000,000.00	UNITED STATES TREASURY 4.625 06/15/2027		23,125.00	23,125.00
06/15/2026	Coupon	91282CMB4	1,000,000.00	UNITED STATES TREASURY 4.0 12/15/2027		20,000.00	20,000.00
06/15/2026	Coupon	91282CPP0	500,000.00	UNITED STATES TREASURY 3.5 12/15/2028		8,750.00	8,750.00
06/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
06/30/2026	Coupon	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026		5,218.75	5,218.75
06/30/2026	Coupon	91282CEV9	750,000.00	UNITED STATES TREASURY 3.25 06/30/2029		12,187.50	12,187.50
06/30/2026	Coupon	91282CEW7	500,000.00	UNITED STATES TREASURY 3.25 06/30/2027		8,125.00	8,125.00
06/30/2026	Coupon	91282CHK0	500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		10,000.00	10,000.00
06/30/2026	Coupon	91282CJR3	500,000.00	UNITED STATES TREASURY 3.75 12/31/2028		9,375.00	9,375.00
June 2026 Total					**500,000.00**	**144,352.08**	**644,352.08**
JULY 2026							
07/08/2026	Coupon	89236TFT7	500,000.00	TOYOTA MOTOR CREDIT CORP 3.65 01/08/2029		9,125.00	9,125.00
07/08/2026	Coupon	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026		5,718.75	5,718.75
07/08/2026	Final Maturity	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026	375,000.00		375,000.00
07/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
07/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2026	Coupon	24422EXV6	350,000.00	JOHN DEERE CAPITAL CORP 4.2 07/15/2027		7,350.00	7,350.00
07/15/2026	Coupon	91282CJT9	500,000.00	UNITED STATES TREASURY 4.0 01/15/2027		10,000.00	10,000.00
07/15/2026	Coupon	91282CMF5	1,000,000.00	UNITED STATES TREASURY 4.25 01/15/2028		21,250.00	21,250.00
07/15/2026	Coupon	91282CNM9	750,000.00	UNITED STATES TREASURY 3.875 07/15/2028		14,531.25	14,531.25
07/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
07/21/2026	Coupon	06406RBX4	500,000.00	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028		12,225.00	12,225.00
07/23/2026	Coupon	06051GHM4	300,000.00	BANK OF AMERICA CORP 4.271 07/23/2029		6,406.50	6,406.50
07/23/2026	Coupon	46647PAM8	300,000.00	JPMORGAN CHASE & CO 3.509 01/23/2029		5,263.50	5,263.50
07/24/2026	Coupon	61744YAP3	300,000.00	MORGAN STANLEY 3.772 01/24/2029		5,658.00	5,658.00
07/27/2026	Coupon	95000U3A9	500,000.00	WELLS FARGO & CO 4.808 07/25/2028		12,020.00	12,020.00
07/31/2026	Coupon	91282CFB2	500,000.00	UNITED STATES TREASURY 2.75 07/31/2027		6,875.00	6,875.00
07/31/2026	Coupon	91282CJW2	1,150,000.00	UNITED STATES TREASURY 4.0 01/31/2029		23,000.00	23,000.00
07/31/2026	Coupon	91282CLB5	500,000.00	UNITED STATES TREASURY 4.375 07/31/2026		10,937.50	10,937.50
07/31/2026	Final Maturity	91282CLB5	500,000.00	UNITED STATES TREASURY 4.375 07/31/2026	500,000.00		500,000.00
07/31/2026	Coupon	91282CLC3	1,200,000.00	UNITED STATES TREASURY 4.0 07/31/2029		24,000.00	24,000.00
07/31/2026	Coupon	91282CMH1	1,000,000.00	UNITED STATES TREASURY 4.125 01/31/2027		20,625.00	20,625.00
July 2026 Total					**875,000.00**	**199,431.33**	**1,074,431.33**
AUGUST 2026							
08/03/2026	Coupon	756109CW2	350,000.00	REALTY INCOME CORP 3.95 02/01/2029		6,912.50	6,912.50
08/03/2026	Coupon	91159HJK7	300,000.00	US BANCORP 4.653 02/01/2029		6,979.50	6,979.50
08/17/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
08/17/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
08/17/2026	Coupon	912828V98	500,000.00	UNITED STATES TREASURY 2.25 02/15/2027		5,625.00	5,625.00
08/17/2026	Coupon	91282CMN8	600,000.00	UNITED STATES TREASURY 4.25 02/15/2028		12,750.00	12,750.00
08/17/2026	Coupon	91282CNU1	1,000,000.00	UNITED STATES TREASURY 3.625 08/15/2028		18,125.00	18,125.00
08/17/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
08/31/2026	Coupon	91282CFH9	500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		7,812.50	7,812.50
08/31/2026	Coupon	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026		9,375.00	9,375.00
08/31/2026	Final Maturity	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026	500,000.00		500,000.00
August 2026 Total					**500,000.00**	**72,025.33**	**572,025.33**
SEPTEMBER 2026							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/11/2026	Coupon	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026		3,843.75	3,843.75
09/11/2026	Final Maturity	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026	375,000.00		375,000.00
09/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
09/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
09/15/2026	Coupon	437076DH2	400,000.00	HOME DEPOT INC 3.75 09/15/2028		7,500.00	7,500.00
09/15/2026	Coupon	91282CLL3	1,000,000.00	UNITED STATES TREASURY 3.375 09/15/2027		16,875.00	16,875.00
09/15/2026	Coupon	91282CNY3	750,000.00	UNITED STATES TREASURY 3.375 09/15/2028		12,656.25	12,656.25
09/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
09/16/2026	Coupon	63743HFT4	350,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027		7,210.00	7,210.00
09/30/2026	Coupon	91282CBS9	1,000,000.00	UNITED STATES TREASURY 1.25 03/31/2028		6,250.00	6,250.00
09/30/2026	Coupon	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026		1,968.75	1,968.75
09/30/2026	Final Maturity	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026	450,000.00		450,000.00
09/30/2026	Coupon	91282CEF4	500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		6,250.00	6,250.00
09/30/2026	Coupon	91282CJA0	1,000,000.00	UNITED STATES TREASURY 4.625 09/30/2028		23,125.00	23,125.00
09/30/2026	Coupon	91282CKG5	1,000,000.00	UNITED STATES TREASURY 4.125 03/31/2029		20,625.00	20,625.00
09/30/2026	Coupon	91282CLN9	725,000.00	UNITED STATES TREASURY 3.5 09/30/2029		12,687.50	12,687.50
September 2026 Total					**825,000.00**	**123,437.08**	**948,437.08**
OCTOBER 2026							
10/01/2026	Coupon	369550BL1	350,000.00	GENERAL DYNAMICS CORP 3.5 04/01/2027		6,125.00	6,125.00
10/02/2026	Coupon	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026		8,750.00	8,750.00
10/02/2026	Final Maturity	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	500,000.00		500,000.00
10/05/2026	Coupon	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026		7,700.00	7,700.00
10/05/2026	Final Maturity	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	350,000.00		350,000.00
10/09/2026	Coupon	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026		10,000.00	10,000.00
10/09/2026	Final Maturity	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	500,000.00		500,000.00
10/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
10/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2026	Coupon	91282CKJ9	500,000.00	UNITED STATES TREASURY 4.5 04/15/2027		11,250.00	11,250.00
10/15/2026	Coupon	91282CLQ2	500,000.00	UNITED STATES TREASURY 3.875 10/15/2027		9,687.50	9,687.50
10/15/2026	Coupon	91282CPC9	1,000,000.00	UNITED STATES TREASURY 3.5 10/15/2028		17,500.00	17,500.00
10/15/2026	Coupon	91324PDE9	350,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		5,162.50	5,162.50
10/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
10/20/2026	Coupon	61747YER2	350,000.00	MORGAN STANLEY 4.21 04/20/2028		7,367.50	7,367.50
10/26/2026	Coupon	46647PDA1	350,000.00	JPMORGAN CHASE & CO 4.323 04/26/2028		7,565.25	7,565.25
10/27/2026	Coupon	06051GKP3	350,000.00	BANK OF AMERICA CORP 4.376 04/27/2028		7,658.00	7,658.00
October 2026 Total					**1,350,000.00**	**103,211.58**	**1,453,211.58**
NOVEMBER 2026							
11/02/2026	Coupon	91282CHA2	500,000.00	UNITED STATES TREASURY 3.5 04/30/2028		8,750.00	8,750.00
11/02/2026	Coupon	91282CLS8	500,000.00	UNITED STATES TREASURY 4.125 10/31/2026		10,312.50	10,312.50
11/02/2026	Final Maturity	91282CLS8	500,000.00	UNITED STATES TREASURY 4.125 10/31/2026	500,000.00		500,000.00
11/16/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
11/16/2026	Coupon	14913UBD1	500,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.95 11/14/2028		9,875.00	9,875.00
11/16/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
11/16/2026	Coupon	911312BM7	350,000.00	UNITED PARCEL SERVICE INC 3.05 11/15/2027		5,337.50	5,337.50
11/16/2026	Coupon	912828U24	500,000.00	UNITED STATES TREASURY 2.0 11/15/2026		5,000.00	5,000.00
11/16/2026	Final Maturity	912828U24	500,000.00	UNITED STATES TREASURY 2.0 11/15/2026	500,000.00		500,000.00
11/16/2026	Coupon	912828X88	500,000.00	UNITED STATES TREASURY 2.375 05/15/2027		5,937.50	5,937.50
11/16/2026	Coupon	91282CLX7	500,000.00	UNITED STATES TREASURY 4.125 11/15/2027		10,312.50	10,312.50
11/16/2026	Coupon	91282CND9	1,100,000.00	UNITED STATES TREASURY 3.75 05/15/2028		20,625.00	20,625.00
11/16/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
11/20/2026	Coupon	023135CS3	250,000.00	AMAZON.COM INC 3.9 11/20/2028		4,875.00	4,875.00
11/30/2026	Coupon	91282CJN2	1,000,000.00	UNITED STATES TREASURY 4.375 11/30/2028		21,875.00	21,875.00
November 2026 Total					**1,000,000.00**	**107,345.83**	**1,107,345.83**
DECEMBER 2026							
12/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
12/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
12/15/2026	Coupon	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026		10,937.50	10,937.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2026	Final Maturity	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026	500,000.00		500,000.00
12/15/2026	Coupon	91282CKV2	1,000,000.00	UNITED STATES TREASURY 4.625 06/15/2027		23,125.00	23,125.00
12/15/2026	Coupon	91282CMB4	1,000,000.00	UNITED STATES TREASURY 4.0 12/15/2027		20,000.00	20,000.00
12/15/2026	Coupon	91282CPP0	500,000.00	UNITED STATES TREASURY 3.5 12/15/2028		8,750.00	8,750.00
12/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
12/31/2026	Coupon	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026		5,218.75	5,218.75
12/31/2026	Final Maturity	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026	835,000.00		835,000.00
12/31/2026	Coupon	91282CEV9	750,000.00	UNITED STATES TREASURY 3.25 06/30/2029		12,187.50	12,187.50
12/31/2026	Coupon	91282CEW7	500,000.00	UNITED STATES TREASURY 3.25 06/30/2027		8,125.00	8,125.00
12/31/2026	Coupon	91282CHK0	500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		10,000.00	10,000.00
12/31/2026	Coupon	91282CJR3	500,000.00	UNITED STATES TREASURY 3.75 12/31/2028		9,375.00	9,375.00
December 2026 Total					**1,335,000.00**	**112,164.58**	**1,447,164.58**
Grand Total			**88,680,000.00**		**7,685,409.41**	**1,333,116.49**	**9,018,525.90**

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

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

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

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

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

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

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

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

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

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	April 7, 2026
SUBMITTED BY:	Fariel Khan
ITEM TYPE:	Other
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Investment Report - February 2026
RECOMMENDATION:	Review the Investment Report for an update of the City's investment activity through the month of February 2026.

ATTACHMENTS:
CITY OF TAMARAC Monthly Memo Feb 2026-FULL PACKET.pdf

CITY OF TAMARAC

INTEROFFICE MEMORANDUM

FINANCIAL SERVICES

AMINISTRATION DIVISION

TO:	**Levent Sucuoglu**	**DATE:**	**March 12th, 2026**
	City Manager		
FROM:	**Christine Cajuste, CPA MBA**	**RE:**	**Investment Report:**
	Director of Financial Services		**February 2026**

Recommendation:

The following report outlines the results of the City's investment activities for the Month of February 2026.

Issue:

This report provides an update of the City's investment activity through February 2026. Tamarac's Code, Section 6-29 "Investment Reports", provides that: "The Finance Director shall prepare a written report of the City's investments at least on a monthly basis. The report shall be presented and explained to the City Commission at a regular or special meeting."

Background:

The Financial Services staff reviews the City's cash positions daily and invests funds as cash flow, investment needs, and interest rates dictate. Operating funds are invested according to cash flow needs with surplus funds invested in securities of varying maturities. No single investment is invested longer than a maturity of sixty three (63) months or five and a quarter (5.25) years, and the average duration of Tamarac's investment portfolio is targeted to be less than thirty-six (36) months.

Investment Portfolio Weighted Yield:

The total Operations & Reserve investment portfolio weighted average yield for the month of February, was 2.74%. The managed portion of the portfolio had a weighted average yield of 3.83%, while the cash portion of the portfolio had a weighted average yield of 2.58%.

SMA ACCT	– $41,830,714.68	3.83%
FL SAFE Enhanced Cash -	$15,113,077.67	3.83%
FL SAFE	– $78,207,575.07	3.72%
FL SAFE Series 2018 Capital Improvements Bonds	– $3,891,122.09	3.72%
Florida Prime	– $90,343,422.77	3.84%

TD Concentration ACCT – $87,880,634.02

Investment Strategy:

The City's interest-bearing checking account at TD Bank holds funds needed to pay its weekly obligations. Funds held for short-term liquidity needs are invested in the TD Bank, the AIM Treasury money market fund, Wells Fargo and the FLSAFE Local Government Investment Pool. Based on the cash flow model and short-term investment strategy, the target amount for liquidity purposes is at least $15 million. Funds not needed for liquidity purposes are used to purchase longer-term securities. Total liquidity in the Operations and Reserve Portfolio held in FLSAFE, Florida Prime, and at TD Bank as of the end of February 2026, was $271,544,709.53. The Series 2018 Capital Improvement Bond proceeds portfolio had $3,891,122.09 in FLSAFE, bringing total liquidity to $275,435,831.62. The managed portfolio with Chandler Asset Management held $41,830,714.68. The total of all portfolios was $317,266,546.30.

Investment Activity – February 2026

Investment Maturities/Calls/Sold:
Two US Treasury securities were sold in the amount of $504,202 and $502,444 both at slight gains. One Treasury Security matured during the month in the amount of $650,000. No securities were called.

Investment Purchases:
Three securities were purchased in February. Two U.S. Treasury securities were purchased in the par amount of $500,000. One asset-backed security was purchased in the par amount of $300,000.

Economic Summary

Recent economic data has signaled lingering inflation alongside weakening labor market conditions. Price pressures continue to run modestly above the Federal Reserve's longer-run objective, while the unemployment rate ticked up to 4.4%. As the data flow normalizes, the Chandler team anticipates additional yield curve steepening as the Federal Reserve gradually guides the policy rate toward a more neutral range. One additional 25 basis point rate cut may come in the next six months, while geopolitical risks, along with U.S. trade and fiscal policy, continue to represent important sources of elevated market uncertainty.

The Federal Reserve's January Federal Open Market Committee meeting concluded with policymakers leaving the target range unchanged at 3.50%–3.75% after three consecutive 25-basis-point cuts at the end of 2025. However, officials remain divided on the appropriate path forward, with Governors Christopher Waller and Stephen Miran dissenting in favor of an additional reduction. The future policy regime also began to take shape as President Trump announced Kevin Warsh as his nominee for the next Federal Reserve Chair.

The US Treasury yield curve flattened in February, as the 2-year Treasury yield fell 15 basis points to 3.38%, the 5-year Treasury was down 29 basis points to 3.50%, and the 10-year Treasury yield was 30 basis points lower at 3.94%. The spread between the 2-year and 10-year Treasury yield points on the curve was 15 basis points tighter from January at +56 basis points at February month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was +22 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was +28 basis points in February versus +58 basis points in January.

Employment

The February Nonfarm Payrolls report showed an unexpected decline of 92,000 jobs, contrasting with expectations for a 55,000 increase. The loss partly reflected a month-long strike involving more than 30,000 Kaiser Permanente employees, while severe winter weather further weighed on hiring. Even so, payroll declines were broad-based across several industries. The unemployment rate rose to 4.4% in February, according to the Bureau of Labor Statistics. The unexpectedly weak jobs report may prompt renewed concerns about the labor market's recent stability.

Inflation

The Consumer Price Index (CPI) rose 0.3% in February and increased 2.4% year-over-year, matching consensus expectations. Core CPI, which excludes volatile food and

energy prices, edged up 0.2% in February, while the annual rate remained steady at 2.5%. Housing costs and used car prices moderated, while grocery and gasoline prices increased. The Personal Consumption Expenditures (PCE) Index for December, released on February 20, showed both headline and core inflation rising 0.4%, which was 0.1% higher than expectations. On an annual basis, headline PCE inflation advanced 2.9% and Core PCE, which excludes food and energy, rose 3.0% in December.

Housing

The December S&P Cotality Case-Shiller 20-City Composite Home Price Index posted a 1.3% year-over-year gain in 2025 on a non-seasonally adjusted basis—the weakest annual increase since 2011. Notably, inflation outpaced home price appreciation in the second half of the year, ending a 10-year trend of positive real returns. Housing starts increased 6.2% to an annualized rate of 1,404,000 in December adding 981 thousand single-family home starts and 402 thousand multifamily home starts. Meanwhile, the Freddie Mac 30-year fixed mortgage rate continued to edge lower, reaching 5.98% by the end of February.

GDP

The advanced estimate for real gross domestic product (Real GDP) decelerated to 1.4% in the fourth quarter. The deceleration from 4.4% in the third quarter reflects downturns in government spending, exports, and slower consumer spending. The consensus projection calls for 2.3% growth in the first quarter and 2.5% for the full year 2026.

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Tamarac | Account #11314 | As of February 28, 2026

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

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

Custodian:

US Bank

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

PORTFOLIO SUMMARY

City of Tamarac | Account #11314 | As of February 28, 2026

Portfolio Characteristics

Average Modified Duration	1.74
Average Coupon	3.56%
Average Purchase YTM	3.83%
Average Market YTM	3.57%
Average Credit Quality*	AA+
Average Final Maturity	2.00
Average Life	1.87

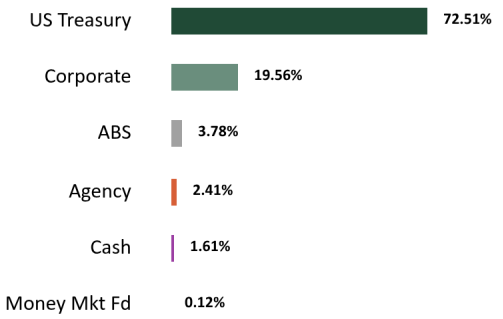
Account Summary

	End Values as of 01/31/2026	End Values as of 02/28/2026
Market Value	41,314,818.37	41,499,471.20
Accrued Interest	289,217.93	331,243.43
Total Market Value	**41,604,036.30**	**41,830,714.63**
Income Earned	45,537.98	188,814.50
Cont/WD	0.00	0.00
Par	41,256,986.35	41,330,695.71
Book Value	41,115,312.83	41,194,917.41
Cost Value	41,026,364.30	41,098,542.41

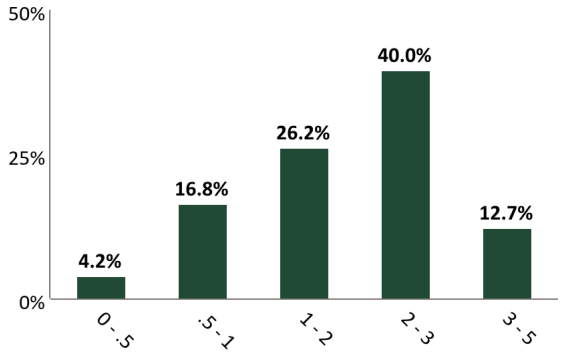
Top Issuers

United States	72.51%
Bank of America Corporation	1.57%
Morgan Stanley	1.57%
JPMorgan Chase & Co.	1.56%
American Express Credit Master Trust	1.22%
BNY Mellon Corp	1.22%
Wells Fargo & Company	1.22%
WF Card Issuance Trust	1.22%

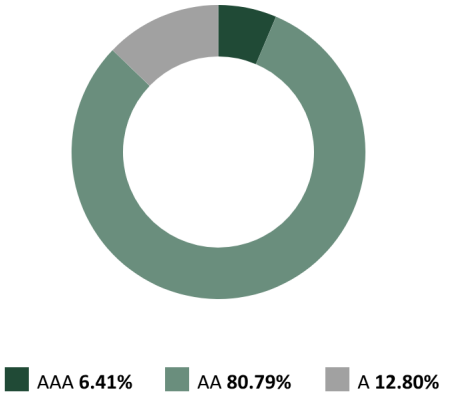
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (12/01/24)
City of Tamarac	0.55%	1.11%	0.79%	4.94%	--	--	--	--	5.13%
Benchmark Return	0.52%	1.06%	0.73%	4.69%	--	--	--	--	4.87%

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

STATEMENT OF COMPLIANCE

City of Tamarac | Account #11314 | As of February 28, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE-BACKED SECURITIES				
Max % (MV)	15.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	10.0	3.8	Compliant	
Max % Issuer (MV)	5.0	1.2	Compliant	
Max Maturity (Years)	5.0	4.4	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	180.0	0.0	Compliant	
Min Rating (A-1/P-1 by Moody's & S&P)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	180.0	0.0	Compliant	
Min Rating (A-1/P-1 by Moody's & S&P)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	20.0	19.6	Compliant	
Max % Issuer (MV)	5.0	1.6	Compliant	
Max Maturity (Years)	5.0	3.4	Compliant	
Min Rating (A- by 2 or AA- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	10.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
FEDERAL AGENCIES (NON-FULL FAITH & CREDIT)				
Max % (MV)	75.0	2.4	Compliant	
Max % Issuer (MV)	10.0	1.2	Compliant	
Max Maturity (Years)	5.0	0.6	Compliant	

STATEMENT OF COMPLIANCE

City of Tamarac | Account #11314 | As of February 28, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
FEDERAL AGENCIES (FULL FAITH & CREDIT)				
Max % (MV)	50.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND (SBA)				
Max % (MV)	50.0	0.0	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	50.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	100.0	0.1	Compliant	
Min Rating (AAA by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	3.0	0.0	Compliant	
Min Rating (Aa2 by Moody's or AA by S&P)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	100.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Days)	90.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	72.5	Compliant	
Max Maturity (Years)	5.0	3.6	Compliant	

RECONCILIATION SUMMARY

City of Tamarac | Account #11314 | As of February 28, 2026

Maturities / Calls

Month to Date	**(650,000.00)**
Fiscal Year to Date	**(2,475,000.00)**

Principal Paydowns

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

Purchases

Month to Date	**1,441,182.79**
Fiscal Year to Date	**9,183,015.80**

Sales

Month to Date	**(1,302,111.27)**
Fiscal Year to Date	**(6,789,130.01)**

Interest Received

Month to Date	**139,296.07**
Fiscal Year to Date	**577,492.26**

Purchased / Sold Interest

Month to Date	**1,506.92**
Fiscal Year to Date	**(7.50)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (10/01/2025)
Beginning Book Value	41,115,312.83	40,559,877.03
Maturities/Calls	(650,000.00)	(2,475,000.00)
Principal Paydowns	0.00	0.00
Purchases	1,441,182.79	9,183,015.80
Sales	(1,302,111.27)	(6,789,130.01)
Change in Cash, Payables, Receivables	583,321.43	667,833.91
Amortization/Accretion	5,986.01	34,011.97
Realized Gain (Loss)	1,225.62	14,308.72
Ending Book Value	41,194,917.41	41,194,917.41

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (10/01/2025)
Beginning Market Value	41,314,818.37	40,724,195.79
Maturities/Calls	(650,000.00)	(2,475,000.00)
Principal Paydowns	0.00	0.00
Purchases	1,441,182.79	9,183,015.80
Sales	(1,302,111.27)	(6,789,130.01)
Change in Cash, Payables, Receivables	583,321.43	667,833.91
Amortization/Accretion	5,986.01	34,011.97
Change in Net Unrealized Gain (Loss)	105,048.25	140,235.02
Realized Gain (Loss)	1,225.62	14,308.72
Ending Market Value	41,499,471.20	41,499,471.20

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
096912AD2	BMWLT 2025-1 A3 4.43 06/26/2028	300,000.00	02/11/2026 3.68%	302,531.25 302,454.27	100.82 3.74%	302,447.10 221.50	0.73% (7.17)	NA/AAA AAA	2.33 1.12
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	500,000.00	08/12/2025 4.02%	503,183.59 502,380.67	100.98 3.69%	504,920.50 953.33	1.22% 2,539.83	Aaa/AAA NA	3.63 1.54
02582JKV1	AMXCA 2025-4 A 4.3 07/15/2030	500,000.00	08/12/2025 3.98%	504,414.06 503,587.99	101.51 3.66%	507,569.00 955.56	1.22% 3,981.01	NA/AAA AAA	4.38 2.21
161571HZ0	CHAIT 2025-1 A 4.16 07/15/2030	250,000.00	12/15/2025 3.86%	252,031.25 251,869.53	101.28 3.62%	253,196.25 462.22	0.61% 1,326.72	NA/AAA AAA	4.38 2.22
Total ABS		**1,550,000.00**	**3.91%**	**1,562,160.15** **1,560,292.45**	**101.17** **3.68%**	**1,568,132.85** **2,592.61**	**3.78%** **7,840.40**		**3.74** **1.78**
AGENCY									
3133ERVU2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	500,000.00	10/03/2024 3.72%	497,874.50 499,372.28	99.90 3.68%	499,481.00 7,243.06	1.20% 108.72	Aa1/AA+ AA+	0.59 0.56
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	500,000.00	10/22/2024 4.06%	499,405.00 499,815.52	100.24 3.59%	501,187.50 7,888.89	1.21% 1,371.98	Aa1/AA+ AA+	0.61 0.58
Total Agency		**1,000,000.00**	**3.89%**	**997,279.50** **999,187.79**	**100.07** **3.64%**	**1,000,668.50** **15,131.94**	**2.41%** **1,480.71**		**0.60** **0.57**
CASH									
CCYUSD	Receivable	669,168.34	--	669,168.34 669,168.34	1.00	669,168.34 0.00	1.61% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**669,168.34**		**669,168.34** **669,168.34**	**1.00**	**669,168.34** **0.00**	**1.61%** **0.00**		**0.00** **0.00**
CORPORATE									
931142EM1	WALMART INC 3.05 07/08/2026	375,000.00	01/24/2022 1.65%	396,618.75 375,941.15	99.75 3.77%	374,047.13 1,683.85	0.90% (1,894.02)	Aa2/AA AA	0.36 0.35
037833DN7	APPLE INC 2.05 09/11/2026	375,000.00	01/19/2022 1.79%	379,125.00 375,333.84	99.09 3.81%	371,592.00 3,630.21	0.90% (3,741.84)	Aaa/AA+ NA	0.53 0.51
02665WFP1	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	350,000.00	09/16/2024 4.06%	352,285.50 350,666.09	100.31 3.86%	351,088.15 6,245.56	0.85% 422.06	A3/A- NA	0.60 0.57
369550BL1	GENERAL DYNAMICS CORP 3.5 04/01/2027	350,000.00	09/26/2024 3.90%	346,696.00 348,571.63	99.86 3.63%	349,517.35 5,104.17	0.84% 945.72	A2/A NA	1.09 1.04

City of Tamarac | Account #11314 | As of February 28, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
24422EXV6	JOHN DEERE CAPITAL CORP 4.2 07/15/2027	350,000.00	09/16/2024 3.78%	353,899.00 351,894.66	100.74 3.64%	352,576.70 1,878.33	0.85% 682.04	A1/A A+	1.38 1.32
63743HFT4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027	350,000.00	09/16/2024 3.94%	351,757.00 350,880.98	100.47 3.80%	351,659.35 6,609.17	0.85% 778.37	A2/A- A	1.55 1.37
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	350,000.00	09/26/2024 3.85%	340,984.00 345,196.33	98.85 3.68%	345,983.40 3,900.56	0.83% 787.07	A2/A+ A	1.63 1.55
911312BM7	UNITED PARCEL SERVICE INC 3.05 11/15/2027	350,000.00	09/26/2024 3.96%	340,690.00 344,921.82	99.14 3.57%	346,989.30 3,143.19	0.84% 2,067.48	A2/A NA	1.71 1.63
61747YER2	MORGAN STANLEY 4.21 04/20/2028	350,000.00	09/16/2024 4.22%	349,919.50 349,964.65	100.19 4.61%	350,670.60 5,361.90	0.85% 705.95	A1/A- A+	2.14 1.08
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	350,000.00	09/16/2024 4.17%	351,298.50 350,574.84	100.34 4.58%	351,193.15 5,253.65	0.85% 618.31	A1/A AA-	2.16 1.10
06051GKP3	BANK OF AMERICA CORP 4.376 04/27/2028	350,000.00	09/16/2024 4.23%	351,270.50 350,563.18	100.46 4.56%	351,601.25 5,275.51	0.85% 1,038.07	A1/A- AA-	2.16 1.10
06406RBX4	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028	500,000.00	01/14/2025 4.83%	500,710.00 500,392.55	101.50 4.08%	507,523.50 2,716.67	1.22% 7,130.95	Aa3/A AA-	2.39 1.33
95000U3A9	WELLS FARGO & CO 4.808 07/25/2028	500,000.00	01/14/2025 5.12%	496,335.00 497,966.54	101.10 4.67%	505,489.00 2,404.00	1.22% 7,522.46	A1/BBB+ A+	2.41 1.34
437076DH2	HOME DEPOT INC 3.75 09/15/2028	400,000.00	11/05/2025 3.88%	398,580.00 398,736.42	100.46 3.56%	401,851.20 6,916.67	0.97% 3,114.78	A2/A A	2.55 2.29
14913UBD1	CATERPILLAR FINANCIAL SERVICES CORP 3.95 11/14/2028	500,000.00	12/15/2025 3.89%	500,790.00 500,734.31	100.55 3.73%	502,725.50 5,870.14	1.21% 1,991.19	A2/A A+	2.71 2.51
023135CS3	AMAZON.COM INC 3.9 11/20/2028	250,000.00	12/15/2025 3.82%	250,515.00 250,477.82	100.54 3.69%	251,362.25 2,735.42	0.61% 884.43	A1/AA AA-	2.73 2.46
89236TFT7	TOYOTA MOTOR CREDIT CORP 3.65 01/08/2029	500,000.00	01/12/2026 3.93%	496,035.00 496,205.81	99.88 3.69%	499,383.00 2,686.81	1.20% 3,177.19	A1/A+ A+	2.86 2.67
46647PAM8	JPMORGAN CHASE & CO 3.509 01/23/2029	300,000.00	08/12/2025 4.60%	294,810.00 295,634.46	99.15 4.29%	297,442.80 1,111.18	0.72% 1,808.34	A1/A AA-	2.90 1.80
61744YAP3	MORGAN STANLEY 3.772 01/24/2029	300,000.00	08/12/2025 4.69%	296,202.00 296,804.86	99.61 4.36%	298,817.10 1,163.03	0.72% 2,012.24	A1/A- A+	2.91 1.80
91159HJK7	US BANCORP 4.653 02/01/2029	300,000.00	06/05/2025 4.58%	300,501.00 300,362.58	101.28 4.27%	303,825.60 1,163.25	0.73% 3,463.02	A3/A A	2.93 1.81
756109CW2	REALTY INCOME CORP 3.95 02/01/2029	350,000.00	01/12/2026 4.07%	348,757.50 348,809.87	100.22 3.87%	350,766.50 1,152.08	0.85% 1,956.63	A3/A- NA	2.93 2.65

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	300,000.00	08/12/2025 4.26%	300,051.00 300,041.51	100.57 4.37%	301,696.80 1,352.48	0.73% 1,655.29	A1/A- AA-	3.40 2.24
Total Corporate		**8,100,000.00**	**3.98%**	**8,097,830.25** **8,080,675.93**	**100.22** **4.00%**	**8,117,801.63** **77,357.82**	**19.56%** **37,125.70**		**2.09** **1.58**
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	51,527.37	-- 3.30%	51,527.37 51,527.37	1.00 3.30%	51,527.37 0.00	0.12% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**51,527.37**	**3.30%**	**51,527.37** **51,527.37**	**1.00** **3.30%**	**51,527.37** **0.00**	**0.12%** **0.00**		**0.00** **0.00**
US TREASURY									
91282CBW0	UNITED STATES TREASURY 0.75 04/30/2026	650,000.00	08/04/2021 0.63%	653,529.30 650,122.62	99.51 3.75%	646,831.25 1,629.49	1.56% (3,291.37)	Aa1/AA+ AA+	0.17 0.16
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	500,000.00	10/03/2024 3.72%	500,292.97 500,077.03	100.04 3.67%	500,183.50 50.95	1.21% 106.47	Aa1/AA+ AA+	0.50 0.49
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	450,000.00	03/14/2022 2.08%	426,550.78 446,987.52	98.42 3.65%	442,907.10 1,644.23	1.07% (4,080.42)	Aa1/AA+ AA+	0.59 0.57
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	500,000.00	11/05/2024 4.23%	498,984.38 499,657.72	100.31 3.64%	501,558.50 6,893.99	1.21% 1,900.78	Aa1/AA+ AA+	0.67 0.64
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	500,000.00	09/26/2024 3.61%	483,632.81 494,558.28	98.88 3.62%	494,392.00 2,928.18	1.19% (166.28)	Aa1/AA+ AA+	0.71 0.69
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	500,000.00	11/05/2024 4.22%	501,542.97 500,579.87	100.63 3.56%	503,129.00 4,567.31	1.21% 2,549.13	Aa1/AA+ AA+	0.79 0.76
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	835,000.00	01/03/2022 1.36%	830,564.06 834,256.61	98.12 3.56%	819,334.57 1,729.97	1.97% (14,922.05)	Aa1/AA+ AA+	0.84 0.81
91282CJT9	UNITED STATES TREASURY 4.0 01/15/2027	500,000.00	10/22/2024 4.01%	499,843.75 499,938.57	100.39 3.54%	501,933.50 2,486.19	1.21% 1,994.93	Aa1/AA+ AA+	0.88 0.85
91282CMH1	UNITED STATES TREASURY 4.125 01/31/2027	1,000,000.00	01/28/2025 4.19%	998,671.88 999,388.70	100.52 3.55%	1,005,164.00 3,304.56	2.42% 5,775.30	Aa1/AA+ AA+	0.92 0.89
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	500,000.00	10/03/2024 3.66%	484,160.16 493,565.07	98.79 3.54%	493,957.00 435.08	1.19% 391.94	Aa1/AA+ AA+	0.96 0.94
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	500,000.00	09/16/2024 3.45%	488,515.63 495,095.86	98.95 3.50%	494,726.50 5,219.78	1.19% (369.36)	Aa1/AA+ AA+	1.08 1.04

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	500,000.00	11/05/2024 4.21%	503,339.84 501,538.58	101.09 3.50%	505,429.50 8,468.41	1.22% 3,890.92	Aa1/AA+ AA+	1.13 1.07
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	500,000.00	09/26/2024 3.57%	485,058.59 493,151.85	98.68 3.50%	493,418.00 3,477.21	1.19% 266.15	Aa1/AA+ AA+	1.21 1.17
91282CKV2	UNITED STATES TREASURY 4.625 06/15/2027	1,000,000.00	01/28/2025 4.20%	1,009,414.06 1,005,114.21	101.44 3.47%	1,014,375.00 9,656.59	2.44% 9,260.79	Aa1/AA+ AA+	1.29 1.23
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	500,000.00	09/16/2024 3.44%	497,421.88 498,766.77	99.73 3.46%	498,652.50 2,693.37	1.20% (114.27)	Aa1/AA+ AA+	1.33 1.29
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	500,000.00	11/05/2024 4.22%	481,250.00 490,277.08	99.04 3.45%	495,195.50 1,101.52	1.19% 4,918.42	Aa1/AA+ AA+	1.42 1.37
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	500,000.00	11/05/2024 4.21%	485,722.66 492,389.12	99.54 3.44%	497,715.00 42.46	1.20% 5,325.88	Aa1/AA+ AA+	1.50 1.45
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	1,000,000.00	-- 3.81%	988,398.44 993,754.97	99.91 3.44%	999,063.00 15,569.75	2.41% 5,308.03	Aa1/AA+ AA+	1.54 1.46
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	500,000.00	10/22/2024 3.98%	498,593.75 499,232.84	100.70 3.43%	503,476.50 7,292.24	1.21% 4,243.66	Aa1/AA+ AA+	1.63 1.54
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	500,000.00	11/05/2024 4.20%	498,925.78 499,387.84	101.16 3.42%	505,781.50 6,039.36	1.22% 6,393.66	Aa1/AA+ AA+	1.71 1.62
91282CMB4	UNITED STATES TREASURY 4.0 12/15/2027	1,000,000.00	01/14/2025 4.46%	987,656.25 992,412.77	101.02 3.41%	1,010,195.00 8,351.65	2.43% 17,782.23	Aa1/AA+ AA+	1.79 1.70
91282CMF5	UNITED STATES TREASURY 4.25 01/15/2028	1,000,000.00	01/28/2025 4.24%	1,000,312.50 1,000,198.02	101.52 3.41%	1,015,156.00 5,283.15	2.45% 14,957.98	Aa1/AA+ AA+	1.88 1.78
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	500,000.00	02/11/2026 3.52%	499,804.69 499,809.31	100.19 3.39%	500,957.00 1,401.93	1.21% 1,147.69	Aa1/AA+ AA+	1.92 1.84
91282CMN8	UNITED STATES TREASURY 4.25 02/15/2028	600,000.00	04/08/2025 3.79%	607,359.38 605,056.93	101.60 3.40%	609,609.60 986.19	1.47% 4,552.67	Aa1/AA+ AA+	1.96 1.87
91282CBS9	UNITED STATES TREASURY 1.25 03/31/2028	1,000,000.00	01/14/2025 4.49%	904,335.94 937,830.62	95.75 3.39%	957,461.00 5,219.78	2.31% 19,630.38	Aa1/AA+ AA+	2.09 2.01
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	500,000.00	04/08/2025 3.81%	495,488.28 496,805.04	100.22 3.39%	501,094.00 5,849.45	1.21% 4,288.96	Aa1/AA+ AA+	2.17 2.04
91282CND9	UNITED STATES TREASURY 3.75 05/15/2028	1,100,000.00	05/13/2025 3.96%	1,093,597.66 1,095,291.71	100.75 3.39%	1,108,292.90 12,078.73	2.67% 13,001.19	Aa1/AA+ AA+	2.21 2.08
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	500,000.00	12/12/2024 4.17%	497,226.56 498,175.31	101.38 3.38%	506,914.00 3,314.92	1.22% 8,738.69	Aa1/AA+ AA+	2.34 2.20
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	750,000.00	07/09/2025 3.84%	750,673.83 750,533.04	101.10 3.39%	758,232.75 3,612.74	1.83% 7,699.71	Aa1/AA+ AA+	2.38 2.24

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CNU1	UNITED STATES TREASURY 3.625 08/15/2028	1,000,000.00	10/07/2025 3.58%	1,001,250.00 1,001,077.26	100.57 3.38%	1,005,703.00 1,401.93	2.42% 4,625.74	Aa1/AA+ AA+	2.46 2.33
91282CNY3	UNITED STATES TREASURY 3.375 09/15/2028	750,000.00	09/11/2025 3.47%	748,037.11 748,336.20	99.96 3.39%	749,736.00 11,677.31	1.81% 1,399.80	Aa1/AA+ AA+	2.55 2.37
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	1,000,000.00	01/14/2025 4.54%	1,002,812.50 1,001,960.86	103.04 3.38%	1,030,430.00 19,313.19	2.48% 28,469.14	Aa1/AA+ AA+	2.59 2.38
91282CPC9	UNITED STATES TREASURY 3.5 10/15/2028	1,000,000.00	11/05/2025 3.64%	996,015.63 996,442.26	100.27 3.39%	1,002,734.00 13,173.08	2.42% 6,291.74	Aa1/AA+ AA+	2.63 2.45
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	1,000,000.00	01/28/2025 4.30%	1,002,695.31 1,001,933.47	102.55 3.39%	1,025,508.00 10,937.50	2.47% 23,574.53	Aa1/AA+ AA+	2.76 2.55
91282CPP0	UNITED STATES TREASURY 3.5 12/15/2028	500,000.00	01/12/2026 3.59%	498,710.94 498,767.72	100.30 3.39%	501,484.50 3,653.85	1.21% 2,716.78	Aa1/AA+ AA+	2.80 2.62
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	500,000.00	12/12/2024 4.19%	491,796.88 494,253.93	100.96 3.39%	504,824.00 3,107.73	1.22% 10,570.07	Aa1/AA+ AA+	2.84 2.65
91282CPT2	UNITED STATES TREASURY 3.5 01/15/2029	500,000.00	02/11/2026 3.58%	498,925.78 498,942.88	100.30 3.39%	501,523.50 2,175.41	1.21% 2,580.62	Aa1/AA+ AA+	2.88 2.70
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	1,150,000.00	08/12/2025 3.75%	1,159,343.75 1,157,868.81	101.67 3.39%	1,169,226.85 3,685.08	2.82% 11,358.04	Aa1/AA+ AA+	2.93 2.73
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	1,000,000.00	06/05/2025 3.94%	1,006,562.50 1,005,300.84	102.10 3.40%	1,021,016.00 17,225.27	2.46% 15,715.16	Aa1/AA+ AA+	3.08 2.83
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	750,000.00	07/09/2025 3.89%	732,480.47 735,305.81	99.48 3.42%	746,074.50 4,040.06	1.80% 10,768.69	Aa1/AA+ AA+	3.33 3.11
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	1,200,000.00	08/12/2025 3.77%	1,209,843.75 1,208,484.12	101.85 3.42%	1,222,219.20 3,845.30	2.95% 13,735.08	Aa1/AA+ AA+	3.42 3.17
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	725,000.00	12/15/2025 3.65%	721,233.40 721,437.51	100.21 3.44%	726,557.30 10,596.15	1.75% 5,119.79	Aa1/AA+ AA+	3.59 3.29
Total US Treasury		**29,960,000.00**	**3.78%**	**29,720,576.80** **29,834,065.53**	**100.46** **3.45%**	**30,092,172.52** **236,161.05**	**72.51%** **258,106.98**		**1.98** **1.86**
Total Portfolio		**41,330,695.71**	**3.83%**	**41,098,542.41** **41,194,917.41**	**98.70** **3.57%**	**41,499,471.20** **331,243.43**	**100.00%** **304,553.79**		**2.00** **1.74**
Total Market Value + Accrued						**41,830,714.63**			

TRANSACTION LEDGER

City of Tamarac | Account #11314 | As of February 28, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/02/2026	31846V203	89,853.82	FIRST AMER:GVT OBLG Y	1.000	3.31%	(89,853.82)	0.00	(89,853.82)	0.00
Purchase	02/02/2026	31846V203	6,979.50	FIRST AMER:GVT OBLG Y	1.000	3.31%	(6,979.50)	0.00	(6,979.50)	0.00
Purchase	02/03/2026	31846V203	409.41	FIRST AMER:GVT OBLG Y	1.000	3.31%	(409.41)	0.00	(409.41)	0.00
Purchase	02/12/2026	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028	100.844	3.68%	(302,531.25)	(627.58)	(303,158.83)	0.00
Purchase	02/12/2026	91282CPT2	500,000.00	UNITED STATES TREASURY 3.5 01/15/2029	99.785	3.58%	(498,925.78)	(1,353.59)	(500,279.37)	0.00
Purchase	02/12/2026	91282CGH8	500,000.00	UNITED STATES TREASURY 3.5 01/31/2028	99.961	3.52%	(499,804.69)	(580.11)	(500,384.80)	0.00
Purchase	02/17/2026	31846V203	41,570.84	FIRST AMER:GVT OBLG Y	1.000	3.29%	(41,570.84)	0.00	(41,570.84)	0.00
Purchase	02/25/2026	31846V203	1,107.50	FIRST AMER:GVT OBLG Y	1.000	3.30%	(1,107.50)	0.00	(1,107.50)	0.00
Total Purchase			**1,439,921.07**				**(1,441,182.79)**	**(2,561.28)**	**(1,443,744.07)**	**0.00**
TOTAL ACQUISITIONS			**1,439,921.07**				**(1,441,182.79)**	**(2,561.28)**	**(1,443,744.07)**	**0.00**
DISPOSITIONS										
Maturity	02/28/2026	91282CBQ3	(650,000.00)	UNITED STATES TREASURY 0.5 02/28/2026	100.000	0.61%	650,000.00	0.00	650,000.00	0.00
Total Maturity			**(650,000.00)**				**650,000.00**	**0.00**	**650,000.00**	**0.00**
Sale	02/06/2026	31846V203	(1,731.47)	FIRST AMER:GVT OBLG Y	1.000	3.29%	1,731.47	0.00	1,731.47	0.00
Sale	02/12/2026	91282CLB5	(500,000.00)	UNITED STATES TREASURY 4.375 07/31/2026	100.344	4.09%	501,718.75	(725.14)	502,443.89	1,095.38

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Sale	02/12/2026	91282CHH7	(500,000.00)	UNITED STATES TREASURY 4.125 06/15/2026	100.172	3.67%	500,859.38	(3,343.06)	504,202.44	130.23
Sale	02/12/2026	31846V203	(297,176.67)	FIRST AMER:GVT OBLG Y	1.000	3.29%	297,176.67	0.00	297,176.67	0.00
Sale	02/17/2026	31846V203	(625.00)	FIRST AMER:GVT OBLG Y	1.000	3.29%	625.00	0.00	625.00	0.00
Total Sale			**(1,299,533.14)**				**1,302,111.27**	**(4,068.20)**	**1,306,179.47**	**1,225.62**
TOTAL DISPOSITIONS			**(1,949,533.14)**				**1,952,111.27**	**(4,068.20)**	**1,956,179.47**	**1,225.62**
OTHER TRANSACTIONS										
Coupon	02/01/2026	91159HJK7	0.00	US BANCORP 4.653 02/01/2029		4.58%	6,979.50	0.00	6,979.50	0.00
Coupon	02/01/2026	756109CW2	0.00	REALTY INCOME CORP 3.95 02/01/2029		4.07%	4,416.32	0.00	4,416.32	0.00
Coupon	02/15/2026	92970QAE5	0.00	WFCIT 2024-2 A 4.29 10/15/2029		4.02%	1,787.50	0.00	1,787.50	0.00
Coupon	02/15/2026	02582JKV1	0.00	AMXCA 2025-4 A 4.3 07/15/2030		3.98%	1,791.67	0.00	1,791.67	0.00
Coupon	02/15/2026	161571HZ0	0.00	CHAIT 2025-1 A 4.16 07/15/2030		3.86%	866.67	0.00	866.67	0.00
Coupon	02/15/2026	91282CMN8	0.00	UNITED STATES TREASURY 4.25 02/15/2028		3.79%	12,750.00	0.00	12,750.00	0.00
Coupon	02/15/2026	912828V98	0.00	UNITED STATES TREASURY 2.25 02/15/2027		3.66%	5,625.00	0.00	5,625.00	0.00
Coupon	02/15/2026	91282CNU1	0.00	UNITED STATES TREASURY 3.625 08/15/2028		3.58%	18,125.00	0.00	18,125.00	0.00

TRANSACTION LEDGER

City of Tamarac | Account #11314 | As of February 28, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	02/25/2026	096912AD2	0.00	BMWLT 2025-1 A3 4.43 06/26/2028		3.68%	1,107.50	0.00	1,107.50	0.00
Coupon	02/28/2026	91282CFH9	0.00	UNITED STATES TREASURY 3.125 08/31/2027		4.21%	7,812.50	0.00	7,812.50	0.00
Coupon	02/28/2026	91282CLH2	0.00	UNITED STATES TREASURY 3.75 08/31/2026		3.72%	9,375.00	0.00	9,375.00	0.00
Coupon	02/28/2026	91282CBQ3	0.00	UNITED STATES TREASURY 0.5 02/28/2026		0.61%	1,625.00	0.00	1,625.00	0.00
Total Coupon			**0.00**				**72,261.66**	**0.00**	**72,261.66**	**0.00**
Dividend	02/28/2026	31846V203	0.00	FIRST AMER:GVT OBLG Y		3.30%	355.84	0.00	355.84	0.00
Total Dividend			**0.00**				**355.84**	**0.00**	**355.84**	**0.00**
Management Fee	02/06/2026	CCYUSD	(1,731.47)	Cash		0.00%	(1,731.47)	0.00	(1,731.47)	0.00
Total Management Fee			**(1,731.47)**				**(1,731.47)**	**0.00**	**(1,731.47)**	**0.00**
TOTAL OTHER TRANSACTIONS			**(1,731.47)**				**70,886.03**	**0.00**	**70,886.03**	**0.00**

INCOME EARNED

City of Tamarac | Account #11314 | As of February 28, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V203	FIRST AMER:GVT OBLG Y	51,527.37	211,139.44 139,921.07 (299,533.14) 51,527.37	0.00 409.41 0.00 409.41	0.00 0.00 0.00 409.41	409.41
CCYUSD	Receivable	669,168.34	85,846.91 0.00 0.00 669,168.34	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**720,695.71**	**296,986.35** **139,921.07** **(299,533.14)** **720,695.71**	**0.00** **409.41** **0.00** **409.41**	**0.00** **0.00** **0.00** **409.41**	**409.41**
FIXED INCOME						
023135CS3	AMAZON.COM INC 3.9 11/20/2028	12/15/2025 12/16/2025 250,000.00	250,491.70 0.00 0.00 250,477.82	1,922.92 0.00 2,735.42 812.50	0.00 (13.88) (13.88) 798.62	798.62
02582JKV1	AMXCA 2025-4 A 4.3 07/15/2030	08/12/2025 08/13/2025 500,000.00	503,703.59 0.00 0.00 503,587.99	955.56 1,791.67 955.56 1,791.67	0.00 (115.61) (115.61) 1,676.06	1,676.06
02665WFP1	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	09/16/2024 09/17/2024 350,000.00	350,751.65 0.00 0.00 350,666.09	4,962.22 0.00 6,245.56 1,283.33	0.00 (85.55) (85.55) 1,197.78	1,197.78
037833DN7	APPLE INC 2.05 09/11/2026	01/19/2022 01/21/2022 375,000.00	375,404.66 0.00 0.00 375,333.84	2,989.58 0.00 3,630.21 640.63	0.00 (70.82) (70.82) 569.81	569.81
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	08/12/2025 08/13/2025 300,000.00	300,042.84 0.00 0.00 300,041.51	284.73 0.00 1,352.48 1,067.75	0.00 (1.33) (1.33) 1,066.42	1,066.42

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06051GKP3	BANK OF AMERICA CORP 4.376 04/27/2028	09/16/2024 09/17/2024 350,000.00	350,600.55 0.00 0.00 350,563.18	3,999.18 0.00 5,275.51 1,276.33	0.00 (37.37) (37.37) 1,238.97	1,238.97
06406RBX4	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028	01/14/2025 01/15/2025 500,000.00	500,414.23 0.00 0.00 500,392.55	679.17 0.00 2,716.67 2,037.50	0.00 (21.68) (21.68) 2,015.82	2,015.82
096912AD2	BMWLT 2025-1 A3 4.43 06/26/2028	02/11/2026 02/12/2026 300,000.00	0.00 302,531.25 0.00 302,454.27	0.00 479.92 221.50 701.42	0.00 (76.98) (76.98) 624.44	624.44
14913UBD1	CATERPILLAR FINANCIAL SERVICES CORP 3.95 11/14/2028	12/15/2025 12/16/2025 500,000.00	500,755.10 0.00 0.00 500,734.31	4,224.31 0.00 5,870.14 1,645.83	0.00 (20.79) (20.79) 1,625.04	1,625.04
161571HZ0	CHAIT 2025-1 A 4.16 07/15/2030	12/15/2025 12/16/2025 250,000.00	251,929.90 0.00 0.00 251,869.53	462.22 866.67 462.22 866.67	0.00 (60.38) (60.38) 806.29	806.29
24422EXV6	JOHN DEERE CAPITAL CORP 4.2 07/15/2027	09/16/2024 09/17/2024 350,000.00	352,000.55 0.00 0.00 351,894.66	653.33 0.00 1,878.33 1,225.00	0.00 (105.89) (105.89) 1,119.11	1,119.11
3130B3A29	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	10/22/2024 10/23/2024 500,000.00	499,792.25 0.00 0.00 499,815.52	6,222.22 0.00 7,888.89 1,666.67	23.27 0.00 23.27 1,689.93	1,689.93
3133ERVU2	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	10/03/2024 10/04/2024 500,000.00	499,290.53 0.00 0.00 499,372.28	5,784.72 0.00 7,243.06 1,458.33	81.75 0.00 81.75 1,540.08	1,540.08
369550BL1	GENERAL DYNAMICS CORP 3.5 04/01/2027	09/26/2024 09/27/2024 350,000.00	348,470.64 0.00 0.00 348,571.63	4,083.33 0.00 5,104.17 1,020.83	101.00 0.00 101.00 1,121.83	1,121.83

INCOME EARNED

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437076DH2	HOME DEPOT INC 3.75 09/15/2028	11/05/2025 11/06/2025 400,000.00	398,698.33 0.00 0.00 398,736.42	5,666.67 0.00 6,916.67 1,250.00	38.08 0.00 38.08 1,288.08	1,288.08
46647PAM8	JPMORGAN CHASE & CO 3.509 01/23/2029	08/12/2025 08/13/2025 300,000.00	295,519.04 0.00 0.00 295,634.46	233.93 0.00 1,111.18 877.25	115.43 0.00 115.43 992.68	992.68
46647PDA1	JPMORGAN CHASE & CO 4.323 04/26/2028	09/16/2024 09/17/2024 350,000.00	350,613.07 0.00 0.00 350,574.84	3,992.77 0.00 5,253.65 1,260.88	0.00 (38.23) (38.23) 1,222.64	1,222.64
61744YAP3	MORGAN STANLEY 3.772 01/24/2029	08/12/2025 08/13/2025 300,000.00	296,720.46 0.00 0.00 296,804.86	220.03 0.00 1,163.03 943.00	84.40 0.00 84.40 1,027.40	1,027.40
61747YER2	MORGAN STANLEY 4.21 04/20/2028	09/16/2024 09/17/2024 350,000.00	349,962.26 0.00 0.00 349,964.65	4,133.99 0.00 5,361.90 1,227.92	2.39 0.00 2.39 1,230.30	1,230.30
63743HFT4	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027	09/16/2024 09/17/2024 350,000.00	350,927.26 0.00 0.00 350,880.98	5,407.50 0.00 6,609.17 1,201.67	0.00 (46.28) (46.28) 1,155.39	1,155.39
756109CW2	REALTY INCOME CORP 3.95 02/01/2029	01/12/2026 01/13/2026 350,000.00	348,778.67 0.00 0.00 348,809.87	4,416.32 4,416.32 1,152.08 1,152.08	31.20 0.00 31.20 1,183.29	1,183.29
89236TFT7	TOYOTA MOTOR CREDIT CORP 3.65 01/08/2029	01/12/2026 01/13/2026 500,000.00	496,104.05 0.00 0.00 496,205.81	1,165.97 0.00 2,686.81 1,520.83	101.76 0.00 101.76 1,622.59	1,622.59
911312BM7	UNITED PARCEL SERVICE INC 3.05 11/15/2027	09/26/2024 09/27/2024 350,000.00	344,693.95 0.00 0.00 344,921.82	2,253.61 0.00 3,143.19 889.58	227.87 0.00 227.87 1,117.45	1,117.45

INCOME EARNED

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91159HJK7	US BANCORP 4.653 02/01/2029	06/05/2025 06/06/2025 300,000.00	300,377.04 0.00 0.00 300,362.58	6,979.50 6,979.50 1,163.25 1,163.25	0.00 (14.46) (14.46) 1,148.79	1,148.79
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	09/26/2024 09/27/2024 500,000.00	493,969.98 0.00 0.00 494,558.28	2,154.70 0.00 2,928.18 773.48	588.29 0.00 588.29 1,361.78	1,361.78
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	10/03/2024 10/04/2024 500,000.00	493,051.74 0.00 0.00 493,565.07	5,197.01 5,625.00 435.08 863.07	513.33 0.00 513.33 1,376.40	1,376.40
912828X88	UNITED STATES TREASURY 2.375 05/15/2027	09/26/2024 09/27/2024 500,000.00	492,716.06 0.00 0.00 493,151.85	2,558.70 0.00 3,477.21 918.51	435.79 0.00 435.79 1,354.30	1,354.30
91282CBQ3	UNITED STATES TREASURY 0.5 02/28/2026	08/04/2021 08/06/2021 0.00	649,946.51 0.00 (650,000.00) 0.00	1,382.60 0.00 0.00 (1,382.60)	53.49 0.00 53.49 (1,329.10)	(1,329.10)
91282CBS9	UNITED STATES TREASURY 1.25 03/31/2028	01/14/2025 01/15/2025 1,000,000.00	935,543.17 0.00 0.00 937,830.62	4,258.24 0.00 5,219.78 961.54	2,287.44 0.00 2,287.44 3,248.98	3,248.98
91282CBW0	UNITED STATES TREASURY 0.75 04/30/2026	08/04/2021 08/06/2021 650,000.00	650,179.84 0.00 0.00 650,122.62	1,252.42 0.00 1,629.49 377.07	0.00 (57.22) (57.22) 319.85	319.85
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	03/14/2022 03/16/2022 450,000.00	446,591.52 0.00 0.00 446,987.52	1,341.35 0.00 1,644.23 302.88	396.01 0.00 396.01 698.89	698.89
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	01/03/2022 01/05/2022 835,000.00	834,188.37 0.00 0.00 834,256.61	922.65 0.00 1,729.97 807.32	68.25 0.00 68.25 875.57	875.57

INCOME EARNED

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91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	09/16/2024 09/17/2024 500,000.00	494,748.23 0.00 0.00 495,095.86	4,258.24 0.00 5,219.78 961.54	347.64 0.00 347.64 1,309.17	1,309.17
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	07/09/2025 07/10/2025 750,000.00	734,967.74 0.00 0.00 735,305.81	2,154.70 0.00 4,040.06 1,885.36	338.08 0.00 338.08 2,223.43	2,223.43
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	09/16/2024 09/17/2024 500,000.00	498,695.71 0.00 0.00 498,766.77	1,436.46 0.00 2,693.37 1,256.91	71.05 0.00 71.05 1,327.96	1,327.96
91282CFB2	UNITED STATES TREASURY 2.75 07/31/2027	11/05/2024 11/06/2024 500,000.00	489,750.50 0.00 0.00 490,277.08	37.98 6,875.00 1,101.52 7,938.54	526.58 0.00 526.58 8,465.12	8,465.12
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	11/05/2024 11/06/2024 500,000.00	492,000.25 0.00 0.00 492,389.12	6,647.10 0.00 42.46 (6,604.64)	388.88 0.00 388.88 (6,215.76)	(6,215.76)
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	02/11/2026 02/12/2026 500,000.00	0.00 499,804.69 0.00 499,809.31	0.00 (580.11) 1,401.93 821.82	4.62 0.00 4.62 826.45	826.45
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	04/08/2025 04/09/2025 500,000.00	496,691.94 0.00 0.00 496,805.04	4,495.86 0.00 5,849.45 1,353.59	113.10 0.00 113.10 1,466.69	1,466.69
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	09/26/2024 09/27/2024 0.00	500,794.35 0.00 (500,729.15) 0.00	2,719.78 3,343.06 0.00 623.28	0.00 (65.21) (65.21) 558.07	558.07
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	12/12/2024 12/13/2024 500,000.00	498,115.35 0.00 0.00 498,175.31	1,767.96 0.00 3,314.92 1,546.96	59.97 0.00 59.97 1,606.93	1,606.93

INCOME EARNED

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91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	01/14/2025 01/15/2025 1,000,000.00	1,002,019.02 0.00 0.00 1,001,960.86	15,755.49 0.00 19,313.19 3,557.69	0.00 (58.16) (58.16) 3,499.53	3,499.53
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	01/28/2025 01/29/2025 1,000,000.00	1,001,987.33 0.00 0.00 1,001,933.47	7,572.12 0.00 10,937.50 3,365.38	0.00 (53.87) (53.87) 3,311.52	3,311.52
91282CJP7	UNITED STATES TREASURY 4.375 12/15/2026	11/05/2024 11/06/2024 500,000.00	500,636.05 0.00 0.00 500,579.87	2,884.62 0.00 4,567.31 1,682.69	0.00 (56.18) (56.18) 1,626.51	1,626.51
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	12/12/2024 12/13/2024 500,000.00	494,098.63 0.00 0.00 494,253.93	1,657.46 0.00 3,107.73 1,450.28	155.30 0.00 155.30 1,605.58	1,605.58
91282CJT9	UNITED STATES TREASURY 4.0 01/15/2027	10/22/2024 10/23/2024 500,000.00	499,933.20 0.00 0.00 499,938.57	939.23 0.00 2,486.19 1,546.96	5.37 0.00 5.37 1,552.34	1,552.34
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	08/12/2025 08/13/2025 1,150,000.00	1,158,075.30 0.00 0.00 1,157,868.81	127.07 23,000.00 3,685.08 26,558.01	0.00 (206.49) (206.49) 26,351.52	26,351.52
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	06/05/2025 06/06/2025 1,000,000.00	1,005,432.66 0.00 0.00 1,005,300.84	14,052.20 0.00 17,225.27 3,173.08	0.00 (131.81) (131.81) 3,041.26	3,041.26
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	11/05/2024 11/06/2024 500,000.00	501,643.65 0.00 0.00 501,538.58	6,737.64 0.00 8,468.41 1,730.77	0.00 (105.07) (105.07) 1,625.70	1,625.70
91282CKV2	UNITED STATES TREASURY 4.625 06/15/2027	01/28/2025 01/29/2025 1,000,000.00	1,005,418.24 0.00 0.00 1,005,114.21	6,098.90 0.00 9,656.59 3,557.69	0.00 (304.03) (304.03) 3,253.66	3,253.66

INCOME EARNED

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91282CLB5	UNITED STATES TREASURY 4.375 07/31/2026	10/22/2024 10/23/2024 0.00	500,663.94 0.00 (500,623.37) 0.00	60.43 11,662.64 0.00 11,602.21	0.00 (40.57) (40.57) 11,561.64	11,561.64
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	08/12/2025 08/13/2025 1,200,000.00	1,208,674.46 0.00 0.00 1,208,484.12	132.60 24,000.00 3,845.30 27,712.71	0.00 (190.35) (190.35) 27,522.36	27,522.36
91282CLH2	UNITED STATES TREASURY 3.75 08/31/2026	10/03/2024 10/04/2024 500,000.00	500,088.82 0.00 0.00 500,077.03	7,976.52 0.00 50.95 (7,925.57)	0.00 (11.79) (11.79) (7,937.35)	(7,937.35)
91282CLL3	UNITED STATES TREASURY 3.375 09/15/2027	1,000,000.00	993,444.38 0.00 0.00 993,754.97	12,959.25 0.00 15,569.75 2,610.50	310.59 0.00 310.59 2,921.09	2,921.09
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	12/15/2025 12/16/2025 725,000.00	721,361.31 0.00 0.00 721,437.51	8,644.23 0.00 10,596.15 1,951.92	76.20 0.00 76.20 2,028.13	2,028.13
91282CLQ2	UNITED STATES TREASURY 3.875 10/15/2027	10/22/2024 10/23/2024 500,000.00	499,196.61 0.00 0.00 499,232.84	5,801.85 0.00 7,292.24 1,490.38	36.22 0.00 36.22 1,526.61	1,526.61
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	11/05/2024 11/06/2024 500,000.00	499,618.44 0.00 0.00 499,657.72	5,298.69 0.00 6,893.99 1,595.30	39.28 0.00 39.28 1,634.58	1,634.58
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	11/05/2024 11/15/2024 500,000.00	499,360.37 0.00 0.00 499,387.84	4,444.06 0.00 6,039.36 1,595.30	27.47 0.00 27.47 1,622.77	1,622.77
91282CMB4	UNITED STATES TREASURY 4.0 12/15/2027	01/14/2025 01/15/2025 1,000,000.00	992,087.93 0.00 0.00 992,412.77	5,274.73 0.00 8,351.65 3,076.92	324.84 0.00 324.84 3,401.76	3,401.76

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91282CMF5	UNITED STATES TREASURY 4.25 01/15/2028	01/28/2025 01/29/2025 1,000,000.00	1,000,206.12 0.00 0.00 1,000,198.02	1,995.86 0.00 5,283.15 3,287.29	0.00 (8.09) (8.09) 3,279.20	3,279.20
91282CMH1	UNITED STATES TREASURY 4.125 01/31/2027	01/28/2025 01/31/2025 1,000,000.00	999,337.76 0.00 0.00 999,388.70	113.95 20,625.00 3,304.56 23,815.61	50.94 0.00 50.94 23,866.55	23,866.55
91282CMN8	UNITED STATES TREASURY 4.25 02/15/2028	04/08/2025 04/09/2025 600,000.00	605,254.68 0.00 0.00 605,056.93	11,779.89 12,750.00 986.19 1,956.30	0.00 (197.76) (197.76) 1,758.54	1,758.54
91282CND9	UNITED STATES TREASURY 3.75 05/15/2028	05/13/2025 05/15/2025 1,100,000.00	1,095,128.15 0.00 0.00 1,095,291.71	8,888.12 0.00 12,078.73 3,190.61	163.56 0.00 163.56 3,354.17	3,354.17
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	07/09/2025 07/15/2025 750,000.00	750,550.25 0.00 0.00 750,533.04	1,364.81 0.00 3,612.74 2,247.93	0.00 (17.21) (17.21) 2,230.71	2,230.71
91282CNU1	UNITED STATES TREASURY 3.625 08/15/2028	10/07/2025 10/08/2025 1,000,000.00	1,001,110.84 0.00 0.00 1,001,077.26	16,745.92 18,125.00 1,401.93 2,781.01	0.00 (33.59) (33.59) 2,747.42	2,747.42
91282CNY3	UNITED STATES TREASURY 3.375 09/15/2028	09/11/2025 09/15/2025 750,000.00	748,286.05 0.00 0.00 748,336.20	9,719.44 0.00 11,677.31 1,957.87	50.15 0.00 50.15 2,008.02	2,008.02
91282CPC9	UNITED STATES TREASURY 3.5 10/15/2028	11/05/2025 11/06/2025 1,000,000.00	996,338.39 0.00 0.00 996,442.26	10,480.77 0.00 13,173.08 2,692.31	103.88 0.00 103.88 2,796.18	2,796.18
91282CPP0	UNITED STATES TREASURY 3.5 12/15/2028	01/12/2026 01/13/2026 500,000.00	498,733.89 0.00 0.00 498,767.72	2,307.69 0.00 3,653.85 1,346.15	33.83 0.00 33.83 1,379.98	1,379.98

INCOME EARNED

City of Tamarac | Account #11314 | As of February 28, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CPT2	UNITED STATES TREASURY 3.5 01/15/2029	02/11/2026 02/12/2026 500,000.00	0.00 498,925.78 0.00 498,942.88	0.00 (1,353.59) 2,175.41 821.82	17.10 0.00 17.10 838.92	838.92
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	09/26/2024 09/27/2024 350,000.00	344,969.51 0.00 0.00 345,196.33	3,040.14 0.00 3,900.56 860.42	226.82 0.00 226.82 1,087.23	1,087.23
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	08/12/2025 08/13/2025 500,000.00	502,493.08 0.00 0.00 502,380.67	953.33 1,787.50 953.33 1,787.50	0.00 (112.41) (112.41) 1,675.09	1,675.09
931142EM1	WALMART INC 3.05 07/08/2026	01/24/2022 01/26/2022 375,000.00	376,328.68 0.00 0.00 375,941.15	730.73 0.00 1,683.85 953.13	0.00 (387.53) (387.53) 565.59	565.59
95000U3A9	WELLS FARGO & CO 4.808 07/25/2028	01/14/2025 01/15/2025 500,000.00	497,855.12 0.00 0.00 497,966.54	400.67 0.00 2,404.00 2,003.33	111.42 0.00 111.42 2,114.76	2,114.76
Total Fixed Income		**40,610,000.00**	**40,818,326.48** **1,301,261.72** **(1,651,352.51)** **40,474,221.70**	**289,217.93** **140,393.58** **331,243.43** **182,419.08**	**8,732.61** **(2,746.59)** **5,986.01** **188,405.09**	**188,405.09**
TOTAL PORTFOLIO		**41,330,695.71**	**41,115,312.83** **1,441,182.79** **(1,950,885.65)** **41,194,917.41**	**289,217.93** **140,802.99** **331,243.43** **182,828.49**	**8,732.61** **(2,746.59)** **5,986.01** **188,814.50**	**188,814.50**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MARCH 2026							
03/02/2026	Coupon	91282CLH2	0.00	UNITED STATES TREASURY 3.75 08/31/2026		9,375.00	9,375.00
03/02/2026	Coupon	91282CFH9	0.00	UNITED STATES TREASURY 3.125 08/31/2027		7,812.50	7,812.50
03/02/2026	Coupon	91282CBQ3	0.00	UNITED STATES TREASURY 0.5 02/28/2026		1,625.00	1,625.00
03/02/2026	Maturity	91282CBQ3	(650,000.00)	UNITED STATES TREASURY 0.5 02/28/2026	650,000.00		650,000.00
03/02/2026	Dividend	31846V203	0.00	FIRST AMER:GVT OBLG Y	355.84		355.84
03/11/2026	Coupon	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026		3,843.75	3,843.75
03/16/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
03/16/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
03/16/2026	Coupon	437076DH2	400,000.00	HOME DEPOT INC 3.75 09/15/2028		7,500.00	7,500.00
03/16/2026	Coupon	63743HFT4	350,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027		7,210.00	7,210.00
03/16/2026	Coupon	91282CLL3	1,000,000.00	UNITED STATES TREASURY 3.375 09/15/2027		16,875.00	16,875.00
03/16/2026	Coupon	91282CNY3	750,000.00	UNITED STATES TREASURY 3.375 09/15/2028		12,656.25	12,656.25
03/16/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
03/25/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
03/31/2026	Coupon	91282CBS9	1,000,000.00	UNITED STATES TREASURY 1.25 03/31/2028		6,250.00	6,250.00
03/31/2026	Coupon	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026		1,968.75	1,968.75
03/31/2026	Coupon	91282CEF4	500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		6,250.00	6,250.00
03/31/2026	Coupon	91282CJA0	1,000,000.00	UNITED STATES TREASURY 4.625 09/30/2028		23,125.00	23,125.00
03/31/2026	Coupon	91282CKG5	1,000,000.00	UNITED STATES TREASURY 4.125 03/31/2029		20,625.00	20,625.00
03/31/2026	Coupon	91282CLN9	725,000.00	UNITED STATES TREASURY 3.5 09/30/2029		12,687.50	12,687.50
March 2026 Total					**650,355.84**	**143,357.08**	**793,712.92**
APRIL 2026							
04/01/2026	Coupon	369550BL1	350,000.00	GENERAL DYNAMICS CORP 3.5 04/01/2027		6,125.00	6,125.00
04/02/2026	Coupon	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026		8,750.00	8,750.00
04/06/2026	Coupon	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026		7,700.00	7,700.00
04/09/2026	Coupon	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026		10,000.00	10,000.00
04/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
04/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2026	Coupon	91282CKJ9	500,000.00	UNITED STATES TREASURY 4.5 04/15/2027		11,250.00	11,250.00
04/15/2026	Coupon	91282CLQ2	500,000.00	UNITED STATES TREASURY 3.875 10/15/2027		9,687.50	9,687.50
04/15/2026	Coupon	91282CPC9	1,000,000.00	UNITED STATES TREASURY 3.5 10/15/2028		17,500.00	17,500.00
04/15/2026	Coupon	91324PDE9	350,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		5,162.50	5,162.50
04/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
04/20/2026	Coupon	61747YER2	350,000.00	MORGAN STANLEY 4.21 04/20/2028		7,367.50	7,367.50
04/27/2026	Coupon	06051GKP3	350,000.00	BANK OF AMERICA CORP 4.376 04/27/2028		7,658.00	7,658.00
04/27/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
04/27/2026	Coupon	46647PDA1	350,000.00	JPMORGAN CHASE & CO 4.323 04/26/2028		7,565.25	7,565.25
04/30/2026	Coupon	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026		2,437.50	2,437.50
04/30/2026	Final Maturity	91282CBW0	650,000.00	UNITED STATES TREASURY 0.75 04/30/2026	650,000.00		650,000.00
04/30/2026	Coupon	91282CHA2	500,000.00	UNITED STATES TREASURY 3.5 04/30/2028		8,750.00	8,750.00
04/30/2026	Coupon	91282CLS8	500,000.00	UNITED STATES TREASURY 4.125 10/31/2026		10,312.50	10,312.50
April 2026 Total					**650,000.00**	**125,819.08**	**775,819.08**
MAY 2026							
05/14/2026	Coupon	14913UBD1	500,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.95 11/14/2028		9,875.00	9,875.00
05/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
05/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
05/15/2026	Coupon	911312BM7	350,000.00	UNITED PARCEL SERVICE INC 3.05 11/15/2027		5,337.50	5,337.50
05/15/2026	Coupon	912828U24	500,000.00	UNITED STATES TREASURY 2.0 11/15/2026		5,000.00	5,000.00
05/15/2026	Coupon	912828X88	500,000.00	UNITED STATES TREASURY 2.375 05/15/2027		5,937.50	5,937.50
05/15/2026	Coupon	91282CLX7	500,000.00	UNITED STATES TREASURY 4.125 11/15/2027		10,312.50	10,312.50
05/15/2026	Coupon	91282CND9	1,100,000.00	UNITED STATES TREASURY 3.75 05/15/2028		20,625.00	20,625.00
05/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
05/20/2026	Coupon	023135CS3	250,000.00	AMAZON.COM INC 3.9 11/20/2028		4,875.00	4,875.00
05/25/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
May 2026 Total						**67,515.83**	**67,515.83**
JUNE 2026							
06/01/2026	Coupon	91282CJN2	1,000,000.00	UNITED STATES TREASURY 4.375 11/30/2028		21,875.00	21,875.00
06/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
06/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2026	Coupon	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026		10,937.50	10,937.50
06/15/2026	Coupon	91282CKV2	1,000,000.00	UNITED STATES TREASURY 4.625 06/15/2027		23,125.00	23,125.00
06/15/2026	Coupon	91282CMB4	1,000,000.00	UNITED STATES TREASURY 4.0 12/15/2027		20,000.00	20,000.00
06/15/2026	Coupon	91282CPP0	500,000.00	UNITED STATES TREASURY 3.5 12/15/2028		8,750.00	8,750.00
06/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
06/25/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
06/30/2026	Coupon	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026		5,218.75	5,218.75
06/30/2026	Coupon	91282CEV9	750,000.00	UNITED STATES TREASURY 3.25 06/30/2029		12,187.50	12,187.50
06/30/2026	Coupon	91282CEW7	500,000.00	UNITED STATES TREASURY 3.25 06/30/2027		8,125.00	8,125.00
06/30/2026	Coupon	91282CHK0	500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		10,000.00	10,000.00
06/30/2026	Coupon	91282CJR3	500,000.00	UNITED STATES TREASURY 3.75 12/31/2028		9,375.00	9,375.00
June 2026 Total						**135,147.08**	**135,147.08**
JULY 2026							
07/08/2026	Coupon	89236TFT7	500,000.00	TOYOTA MOTOR CREDIT CORP 3.65 01/08/2029		9,125.00	9,125.00
07/08/2026	Coupon	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026		5,718.75	5,718.75
07/08/2026	Final Maturity	931142EM1	375,000.00	WALMART INC 3.05 07/08/2026	375,000.00		375,000.00
07/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
07/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
07/15/2026	Coupon	24422EXV6	350,000.00	JOHN DEERE CAPITAL CORP 4.2 07/15/2027		7,350.00	7,350.00
07/15/2026	Coupon	91282CJT9	500,000.00	UNITED STATES TREASURY 4.0 01/15/2027		10,000.00	10,000.00
07/15/2026	Coupon	91282CMF5	1,000,000.00	UNITED STATES TREASURY 4.25 01/15/2028		21,250.00	21,250.00
07/15/2026	Coupon	91282CNM9	750,000.00	UNITED STATES TREASURY 3.875 07/15/2028		14,531.25	14,531.25
07/15/2026	Coupon	91282CPT2	500,000.00	UNITED STATES TREASURY 3.5 01/15/2029		8,750.00	8,750.00
07/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
07/21/2026	Coupon	06406RBX4	500,000.00	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028		12,225.00	12,225.00
07/23/2026	Coupon	06051GHM4	300,000.00	BANK OF AMERICA CORP 4.271 07/23/2029		6,406.50	6,406.50
07/23/2026	Coupon	46647PAM8	300,000.00	JPMORGAN CHASE & CO 3.509 01/23/2029		5,263.50	5,263.50
07/24/2026	Coupon	61744YAP3	300,000.00	MORGAN STANLEY 3.772 01/24/2029		5,658.00	5,658.00
07/27/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
07/27/2026	Coupon	95000U3A9	500,000.00	WELLS FARGO & CO 4.808 07/25/2028		12,020.00	12,020.00
07/31/2026	Coupon	91282CFB2	500,000.00	UNITED STATES TREASURY 2.75 07/31/2027		6,875.00	6,875.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/31/2026	Coupon	91282CGH8	500,000.00	UNITED STATES TREASURY 3.5 01/31/2028		8,750.00	8,750.00
07/31/2026	Coupon	91282CJW2	1,150,000.00	UNITED STATES TREASURY 4.0 01/31/2029		23,000.00	23,000.00
07/31/2026	Coupon	91282CLC3	1,200,000.00	UNITED STATES TREASURY 4.0 07/31/2029		24,000.00	24,000.00
07/31/2026	Coupon	91282CMH1	1,000,000.00	UNITED STATES TREASURY 4.125 01/31/2027		20,625.00	20,625.00
July 2026 Total					**375,000.00**	**207,101.33**	**582,101.33**
AUGUST 2026							
08/03/2026	Coupon	756109CW2	350,000.00	REALTY INCOME CORP 3.95 02/01/2029		6,912.50	6,912.50
08/03/2026	Coupon	91159HJK7	300,000.00	US BANCORP 4.653 02/01/2029		6,979.50	6,979.50
08/17/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
08/17/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
08/17/2026	Coupon	912828V98	500,000.00	UNITED STATES TREASURY 2.25 02/15/2027		5,625.00	5,625.00
08/17/2026	Coupon	91282CMN8	600,000.00	UNITED STATES TREASURY 4.25 02/15/2028		12,750.00	12,750.00
08/17/2026	Coupon	91282CNU1	1,000,000.00	UNITED STATES TREASURY 3.625 08/15/2028		18,125.00	18,125.00
08/17/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
08/25/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
08/31/2026	Coupon	91282CFH9	500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		7,812.50	7,812.50
08/31/2026	Coupon	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026		9,375.00	9,375.00
08/31/2026	Final Maturity	91282CLH2	500,000.00	UNITED STATES TREASURY 3.75 08/31/2026	500,000.00		500,000.00
August 2026 Total					**500,000.00**	**73,132.83**	**573,132.83**
SEPTEMBER 2026							
09/11/2026	Coupon	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026		3,843.75	3,843.75
09/11/2026	Final Maturity	037833DN7	375,000.00	APPLE INC 2.05 09/11/2026	375,000.00		375,000.00
09/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
09/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
09/15/2026	Coupon	437076DH2	400,000.00	HOME DEPOT INC 3.75 09/15/2028		7,500.00	7,500.00
09/15/2026	Coupon	91282CLL3	1,000,000.00	UNITED STATES TREASURY 3.375 09/15/2027		16,875.00	16,875.00
09/15/2026	Coupon	91282CNY3	750,000.00	UNITED STATES TREASURY 3.375 09/15/2028		12,656.25	12,656.25
09/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
09/16/2026	Coupon	63743HFT4	350,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.12 09/16/2027		7,210.00	7,210.00
09/25/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
09/30/2026	Coupon	91282CBS9	1,000,000.00	UNITED STATES TREASURY 1.25 03/31/2028		6,250.00	6,250.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/30/2026	Coupon	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026		1,968.75	1,968.75
09/30/2026	Final Maturity	91282CCZ2	450,000.00	UNITED STATES TREASURY 0.875 09/30/2026	450,000.00		450,000.00
09/30/2026	Coupon	91282CEF4	500,000.00	UNITED STATES TREASURY 2.5 03/31/2027		6,250.00	6,250.00
09/30/2026	Coupon	91282CJA0	1,000,000.00	UNITED STATES TREASURY 4.625 09/30/2028		23,125.00	23,125.00
09/30/2026	Coupon	91282CKG5	1,000,000.00	UNITED STATES TREASURY 4.125 03/31/2029		20,625.00	20,625.00
09/30/2026	Coupon	91282CLN9	725,000.00	UNITED STATES TREASURY 3.5 09/30/2029		12,687.50	12,687.50
September 2026 Total					**825,000.00**	**124,544.58**	**949,544.58**
OCTOBER 2026							
10/01/2026	Coupon	369550BL1	350,000.00	GENERAL DYNAMICS CORP 3.5 04/01/2027		6,125.00	6,125.00
10/02/2026	Coupon	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026		8,750.00	8,750.00
10/02/2026	Final Maturity	3133ERVU2	500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.5 10/02/2026	500,000.00		500,000.00
10/05/2026	Coupon	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026		7,700.00	7,700.00
10/05/2026	Final Maturity	02665WFP1	350,000.00	AMERICAN HONDA FINANCE CORP 4.4 10/05/2026	350,000.00		350,000.00
10/09/2026	Coupon	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026		10,000.00	10,000.00
10/09/2026	Final Maturity	3130B3A29	500,000.00	FEDERAL HOME LOAN BANKS 4.0 10/09/2026	500,000.00		500,000.00
10/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
10/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
10/15/2026	Coupon	91282CKJ9	500,000.00	UNITED STATES TREASURY 4.5 04/15/2027		11,250.00	11,250.00
10/15/2026	Coupon	91282CLQ2	500,000.00	UNITED STATES TREASURY 3.875 10/15/2027		9,687.50	9,687.50
10/15/2026	Coupon	91282CPC9	1,000,000.00	UNITED STATES TREASURY 3.5 10/15/2028		17,500.00	17,500.00
10/15/2026	Coupon	91324PDE9	350,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		5,162.50	5,162.50
10/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
10/20/2026	Coupon	61747YER2	350,000.00	MORGAN STANLEY 4.21 04/20/2028		7,367.50	7,367.50
10/26/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
10/26/2026	Coupon	46647PDA1	350,000.00	JPMORGAN CHASE & CO 4.323 04/26/2028		7,565.25	7,565.25
10/27/2026	Coupon	06051GKP3	350,000.00	BANK OF AMERICA CORP 4.376 04/27/2028		7,658.00	7,658.00
October 2026 Total					**1,350,000.00**	**104,319.08**	**1,454,319.08**
NOVEMBER 2026							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/02/2026	Coupon	91282CHA2	500,000.00	UNITED STATES TREASURY 3.5 04/30/2028		8,750.00	8,750.00
11/02/2026	Coupon	91282CLS8	500,000.00	UNITED STATES TREASURY 4.125 10/31/2026		10,312.50	10,312.50
11/02/2026	Final Maturity	91282CLS8	500,000.00	UNITED STATES TREASURY 4.125 10/31/2026	500,000.00		500,000.00
11/16/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
11/16/2026	Coupon	14913UBD1	500,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.95 11/14/2028		9,875.00	9,875.00
11/16/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
11/16/2026	Coupon	911312BM7	350,000.00	UNITED PARCEL SERVICE INC 3.05 11/15/2027		5,337.50	5,337.50
11/16/2026	Coupon	912828U24	500,000.00	UNITED STATES TREASURY 2.0 11/15/2026		5,000.00	5,000.00
11/16/2026	Final Maturity	912828U24	500,000.00	UNITED STATES TREASURY 2.0 11/15/2026	500,000.00		500,000.00
11/16/2026	Coupon	912828X88	500,000.00	UNITED STATES TREASURY 2.375 05/15/2027		5,937.50	5,937.50
11/16/2026	Coupon	91282CLX7	500,000.00	UNITED STATES TREASURY 4.125 11/15/2027		10,312.50	10,312.50
11/16/2026	Coupon	91282CND9	1,100,000.00	UNITED STATES TREASURY 3.75 05/15/2028		20,625.00	20,625.00
11/16/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
11/20/2026	Coupon	023135CS3	250,000.00	AMAZON.COM INC 3.9 11/20/2028		4,875.00	4,875.00
11/25/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,107.50	1,107.50
11/25/2026	Principal Paydown	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028	23,073.04		23,073.04
11/30/2026	Coupon	91282CJN2	1,000,000.00	UNITED STATES TREASURY 4.375 11/30/2028		21,875.00	21,875.00
November 2026 Total					**1,023,073.04**	**108,453.33**	**1,131,526.37**
DECEMBER 2026							
12/15/2026	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
12/15/2026	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
12/15/2026	Coupon	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026		10,937.50	10,937.50
12/15/2026	Final Maturity	91282CJP7	500,000.00	UNITED STATES TREASURY 4.375 12/15/2026	500,000.00		500,000.00
12/15/2026	Coupon	91282CKV2	1,000,000.00	UNITED STATES TREASURY 4.625 06/15/2027		23,125.00	23,125.00
12/15/2026	Coupon	91282CMB4	1,000,000.00	UNITED STATES TREASURY 4.0 12/15/2027		20,000.00	20,000.00
12/15/2026	Coupon	91282CPP0	500,000.00	UNITED STATES TREASURY 3.5 12/15/2028		8,750.00	8,750.00
12/15/2026	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
12/25/2026	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		1,022.32	1,022.32
12/25/2026	Principal Paydown	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028	37,809.11		37,809.11
12/31/2026	Coupon	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026		5,218.75	5,218.75

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/31/2026	Final Maturity	91282CDQ1	835,000.00	UNITED STATES TREASURY 1.25 12/31/2026	835,000.00		835,000.00
12/31/2026	Coupon	91282CEV9	750,000.00	UNITED STATES TREASURY 3.25 06/30/2029		12,187.50	12,187.50
12/31/2026	Coupon	91282CEW7	500,000.00	UNITED STATES TREASURY 3.25 06/30/2027		8,125.00	8,125.00
12/31/2026	Coupon	91282CHK0	500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		10,000.00	10,000.00
12/31/2026	Coupon	91282CJR3	500,000.00	UNITED STATES TREASURY 3.75 12/31/2028		9,375.00	9,375.00
December 2026 Total					**1,372,809.11**	**113,186.91**	**1,485,996.02**
JANUARY 2027							
01/08/2027	Coupon	89236TFT7	500,000.00	TOYOTA MOTOR CREDIT CORP 3.65 01/08/2029		9,125.00	9,125.00
01/15/2027	Coupon	02582JKV1	500,000.00	AMXCA 2025-4 A 4.3 07/15/2030		1,791.67	1,791.67
01/15/2027	Coupon	161571HZ0	250,000.00	CHAIT 2025-1 A 4.16 07/15/2030		866.67	866.67
01/15/2027	Coupon	24422EXV6	350,000.00	JOHN DEERE CAPITAL CORP 4.2 07/15/2027		7,350.00	7,350.00
01/15/2027	Coupon	91282CJT9	500,000.00	UNITED STATES TREASURY 4.0 01/15/2027		10,000.00	10,000.00
01/15/2027	Final Maturity	91282CJT9	500,000.00	UNITED STATES TREASURY 4.0 01/15/2027	500,000.00		500,000.00
01/15/2027	Coupon	91282CMF5	1,000,000.00	UNITED STATES TREASURY 4.25 01/15/2028		21,250.00	21,250.00
01/15/2027	Coupon	91282CNM9	750,000.00	UNITED STATES TREASURY 3.875 07/15/2028		14,531.25	14,531.25
01/15/2027	Coupon	91282CPT2	500,000.00	UNITED STATES TREASURY 3.5 01/15/2029		8,750.00	8,750.00
01/15/2027	Coupon	92970QAE5	500,000.00	WFCIT 2024-2 A 4.29 10/15/2029		1,787.50	1,787.50
01/21/2027	Coupon	06406RBX4	500,000.00	BANK OF NEW YORK MELLON CORP 4.89 07/21/2028		12,225.00	12,225.00
01/25/2027	Coupon	06051GHM4	300,000.00	BANK OF AMERICA CORP 4.271 07/23/2029		6,406.50	6,406.50
01/25/2027	Coupon	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028		882.74	882.74
01/25/2027	Principal Paydown	096912AD2	300,000.00	BMWLT 2025-1 A3 4.43 06/26/2028	42,589.48		42,589.48
01/25/2027	Coupon	46647PAM8	300,000.00	JPMORGAN CHASE & CO 3.509 01/23/2029		5,263.50	5,263.50
01/25/2027	Coupon	61744YAP3	300,000.00	MORGAN STANLEY 3.772 01/24/2029		5,658.00	5,658.00
01/25/2027	Coupon	95000U3A9	500,000.00	WELLS FARGO & CO 4.808 07/25/2028		12,020.00	12,020.00
January 2027 Total					**542,589.48**	**117,907.83**	**660,497.31**
Grand Total			**92,830,000.00**		**7,288,827.47**	**1,320,484.98**	**8,609,312.45**

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

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

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

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

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

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

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

LGIP Yields: Reported yields for local government investment pools may be presented as either the 30-day yield or the monthly distribution yield, as applicable. For certain funds, the 30-day yield is calculated using reported daily yield data. Yield calculations are subject to change and may not be directly comparable across funds.

LAIF Yields: Additional Disclosure for CA Clients - As a result of a reporting lag from the Local Agency Investment Fund (LAIF), reported LAIF yields represent the most recently available Daily Effective Yield and may reflect data from approximately 7–10 days prior to month-end.

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

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	April 7, 2026
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Minutes
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval of the March 11, 2026, Regular Meeting Minutes.

ATTACHMENTS:
031126 COT-CC Regular Meeting Draft Minutes.docx

CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING

Commission Chambers
Wednesday, March 11, 2026
7:00 PM

CALL TO ORDER:
Mayor Michelle J. Gomez called the Wednesday, March11, 2026, City Commission meeting, being held in Commission Chambers, to order at 7:06 PM.

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

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

PLEDGE OF ALLEGIANCE:

Mayor Gomez led the Pledge of Allegiance, followed by a moment of silence.

1. CITY ATTORNEY REPORT

City Attorney Ottinot indicated a joint report with the City Manager regarding the HOA permit process; however, no formal report was presented during this portion of the meeting.

Mayor Gomez welcomed dignitaries in attendance and announced the commencement of the Women's History Month celebration.

2. CITY MANAGER REPORT

2.a. Women's History Month Proclamation
Requested by City Commission

Honorees:
District 1 - Dr. Sharetta Remikie
District 2 - Pastor Michelle Alexander
District 3 - Sharon Jacobs
District 4 - Seema Lakhani
Mayor - Lena Jones

Vice Mayor Bolton recognized Dr. Sharetta Remikie for her leadership in public affairs and advocacy for maternal and child health.

Dr. Ramesh expressed gratitude to the Mayor and Commission, noting her deep connection to Broward County as a native. She shared that serving individuals from birth through later stages of life has been an honor and emphasized that women must understand their value, use their voices, and contribute meaningfully to their communities.

Commissioner Wright Jr. recognized Pastor Michelle Alexander for her decades of service through ministry, mentorship, and community outreach.

Pastor Alexander thanked the Mayor, Commission, and the Ruth Bader Ginsburg Commission, and acknowledged her family and organization. She shared a deeply personal reflection, dedicating the recognition to her late daughter, and spoke about drawing strength and inspiration from both older and younger women. She emphasized the importance of service, love for community, and perseverance through life's challenges.

Commissioner Patterson recognized Sharon Jacobs for her civic leadership and longstanding community involvement.

Ms. Jacobs thanked the City Commission and highlighted the essential role women play as the foundation of families and communities. She expressed pride in representing women who continue to strengthen and support the community and reaffirmed her commitment to ongoing service.

Commissioner Daniel recognized Seema Lakhani for her compassionate leadership in healthcare and memory care services.

Ms. Lakhani expressed heartfelt gratitude to the Mayor, Commission, and the Tamarac community for their support. She shared that her work is driven by purpose and passion, particularly in caring for individuals with Alzheimer's and dementia. She emphasized the fulfillment that comes from serving others and encouraged the community to engage with and support those in need.

Mayor Gomez recognized Lena Jones for her leadership and dedication to her community.

Ms. Jones expressed appreciation to the Mayor, Commission, and her board, acknowledging the strong support system that enabled her service. She conveyed gratitude for the recognition and pride in contributing to her community.

2.b Presentation of a Key to the City to Rutshelle Guillaume
Requested by Vice Mayor Marlon Bolton

Vice Mayor Bolton presented a Key to the City to Rutshelle Guillaume, recognizing international success as a Haitian recording artist and cultural ambassador. Vice Mayor Bolton highlighted Ms. Guillaume's musical career, entrepreneurial work, and advocacy for Haitian culture. Ms. Guillaume thanked the City for the honor and stated the recognition represented not only personal accomplishment but also Haiti, Haitian culture, and young people pursuing dreams.

2.c Presentation of Congressional Proclamation and Congressional Record
Requested by Vice Mayor Marlon Bolton

Congresswoman Sheila Cherfilus-McCormick presented Ms. Guillaume with a Congressional Proclamation. Congresswoman Cherfilus-McCormick also presented Congressional Record recognition to of each Women's History Month honoree.

2.d Community Hero Award Presentations
Requested by Vice Mayor Marlon Bolton

Vice Mayor Bolton introduced the City's Community Hero Award and Medal of Honor program and recognized residents for leadership and service.

Ilene Lieberman Michelson was recognized for continued civic advocacy, public service, and work on behalf of the Woodlands community. Ms. Lieberman thanked the City.

Tricia Soman was recognized for management and oversight work that helped preserve safety and appearance within several Tamarac communities. Ms. Soman thanked the City and encouraged continued support of community service and younger generations.

Susan Steinberg was recognized for active involvement in neighborhood and city issues and for helping identify a broken pipe that could have resulted in major water loss.

Judy Hunter was recognized for continued service on City boards, HOA leadership, and advocacy through civic and sorority work, including travel to Tallahassee in connection with state-level engagement.

Vice Mayor Bolton also recognized North Lauderdale Commissioner Dr. Regina Martin for leadership and assistance related to the evening's presentations.

2.e National Athletic Training Month (NATM) Proclamation
Requested by Mayor Michelle J. Gomez

Mayor Gomez stated the recipient was unable to attend and the proclamation would be entered into the record.

2.f Irish American Heritage Month Proclamation
Requested by Mayor Michelle J. Gomez

Mayor Gomez stated the proclamation would be entered into the record in recognition of Irish American Heritage Month..

The City Commission recessed for a break at 8:15 PM.

The City Commission reconvened at 8:25 PM.

2.e BSO Monthly Update
Presented by BSO Captain David Franks

BSO Captain David Franks presented the monthly report. Captain Franks stated overall crime had decreased 23 percent from the prior month and violent crime had decreased 23 percent year over year. Captain Franks reviewed crime trends, enforcement activity, and traffic enforcement efforts. He also reported citations continued to increase due to focused traffic enforcement.

Captain Franks recognized CSA Katie for forensic work that helped identify a suspect in an armed robbery investigation through DNA evidence recovered from discarded clothing. She was recognized as Employee of the Month.

City Manager Sucuoglu then continued the City Manager's report and recognized James Murad as 2025 Firefighter of the Year for bravery, leadership, and service.

City Manager Sucuoglu provided project updates, including the Pine Island Road buffer wall, Prestige Commons wall, Westwood Boulevard roadway and drainage improvements, Sabal Palm Park, and Caporella parking expansion. City Manager Sucuoglu also directed residents to the City's projects webpage for updates.

City Manager Sucuoglu reported staff was working to add an affidavit to the permitting process for residents in HOA communities so applicants would acknowledge responsibility for obtaining required HOA or architectural approvals. City Attorney Ottinot explained state law did not allow the City to condition permit issuance on HOA approval, but an affidavit requirement would improve notice and accountability.

3. PUBLIC PARTICIPATION

Mayor Gomez briefly reviewed the rules for public participation were posted and opened the floor to comments from the public.

1) Darcy Schiller, Kings Point, stated concern regarding exclusion of a district commissioner from mayoral meetings at Kings Point and also discussed prior ethics and inspector general complaints. Ms. Schiller stated residents should be protected and treated fairly.

2) Ronald Wasserman, Tamarac, urged residents to obtain health screenings and spoke about community issues involving contractor parking and code concerns in his neighborhood.

3) Ilene Lieberman Michelson, Woodlands, thanked the City Commission, City Manager, and City Attorney for efforts related to the HOA permit issue.

4) Kate Johnson, Mainlands 4, complimented the Women's History Month reception, then raised concern regarding the public comment process for the HUD consolidated plan item and objected to the size and cost of the proposed Yard on the Lawn festival.

5) Patti Lynn, Mainlands 8, thanked the City Commission for supporting the Commission on the Status of Women and also expressed concern regarding the proposed expenditure for Yard on the Lawn, stating the City should conserve resources.

4. COMMISSION REPORTS:

Vice Mayor Bolton and Commissioner Wright Jr. had no reports.

Commissioner Patterson thanked all women recognized during Women's History Month and thanked staff for the event. She announced the monthly community bike ride on March 21, a District 3 senior social on March 30, and the April 11 "Planting Seeds of Kindness" sustainability event.

Commissioner Daniel announced continuation of the "Get in Step with Keisha" line dancing class beginning March 19, Saturday classes beginning April 11, a citizenship drive, a youth symposium, and the annual senior expo. She also highlighted the success of the Sneakers Ball, women's events, and business workshops.

Mayor Gomez announced upcoming Move with the Mayor events, including March 19 and April 18 activities. She congratulated City employees recognized by the Chamber, highlighted Tamarac University, recognized the opening of Goodwill in Midway Plaza, and commented on recent strategic planning discussions. Mayor Gomez stated the City Commission had reached consensus at strategic planning to move forward with Yard on the Lawn and stated the event would proceed. She also encouraged awareness of AI-related scams and campaign misinformation.

5. CONSENT AGENDA

5.a Approval of the January 29, 2026, Regular Commission Meeting Minutes

5.b Approval of the February 11, 2026, Regular Commission Meeting Minutes.

5.c Approval of the February 23, 2026, Commission Workshop Minutes.

5.d Approval of the February 25, 2026, Regular Meeting Minutes.

5.e TR14370 - A Resolution of the City Commission of the City of Tamarac, Florida approving a substantial amendment to the 2025-2029 Consolidated Plan and Program Year 2025-2026 Annual Action Plan as combined in Exhibit "A" for the U.S. Department of Housing & Urban Development (HUD) Community Development Block Grant (CDBG) program; providing for conflicts; providing for severability; and providing for an effective date.

5.f TR14374 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding bid no. 26-04B and approving an agreement with The Stout Group, LLC., attached hereto as Exhibit "2", for the construction of Phase VII of the Citywide Culvert Headwall installation project for a contract amount of $1,537,735.00; authorizing a contingency in the amount of $153,773.50 for a total project budget of $1,691,508.50; authorizing an additional appropriation in an amount not to exceed $666,419.33, 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.

5.g TR14376 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing a four-week consecutive period (July 19, 2026 - August 16, 2026) during which time the City Commission will not schedule any regular meetings pursuant to Section 4.06(1) of the City Charter; providing for conflicts; providing for severability; and providing for an effective date.

5.h TR14377 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing ten (10) members to the Veterans' Affairs Committee. Each will serve a four-year term, or until such time as new appointments are made; providing for conflicts; providing for conflicts; providing for severability; and providing for an effective date.

5.i TR14377 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing ten (10) members to the Veterans' Affairs Committee. Each will serve a four-year term, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective event.

City Manager Sucuoglu requested to remove Item 5.e and 11.b.

Commissioner Patterson requested to pull Item 5.h. for discussion.

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

Motion Approved: 5-0.

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

5.h TR14377 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing ten (10) members to the Veterans' Affairs Committee. Each will serve a four-year term, or until such time as new appointments are made; providing for conflicts; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Mayor Gomez; seconded by Commissioner Daniel. to adopt Resolution TR14377.

Commissioner Patterson stated concern regarding the process used for appointments, the lack of supporting information, and whether all districts were represented.

City Clerk Dillon explained the Veterans' Affairs Committee process differed from other advisory boards due to difficulty obtaining applicants and the qualifications required for service. She stated six members were reappointments and four were new applicants.

Commissioner Patterson reiterated concern regarding transparency, district representation, and whether the process should be clarified.

Mayor Gomez stated current members could continue to serve until new appointments were made and expressed concern about preventing the committee from functioning.

Mayor Gomez opened public comment.

1) Jay Kauchert, Woodmont, stated the Veterans Affairs Committee helped organize Memorial Day, Veterans Day, and other veterans ceremonies. Mr. Kauchert recognized Commissioner Daniel and Vice Mayor Bolton for support provided to veterans in Broward County, noted concern regarding the board's approval status, and asked the City Commission to continue supporting the committee.

2) Kate Johnson, Mainlands 4, suggested the board should remain open to any veteran who wished to serve. She said veterans had earned the opportunity to continue serving the city and supported allowing additional members to be added as applications were received.

3) Ron Wasserman, Tamarac, supported the Veterans Affairs Board and veterans ceremonies. Mr. Wasserman said the events were meaningful,

thanked veterans for their service, and urged the city to work together in support of them.

4) Gary Gray, Isles of Tamarac, thanked veterans for their service and supported allowing the Veterans Affairs Board to continue without limiting participation. Mr. Grey stated any honorably discharged veteran should be welcome to serve and encouraged the city to allow additional veterans to join rather than restrict the board.

Commissioner Daniel thanked the speakers and residents in attendance, including those from the district. She said the issue appeared to be clarification of the appointment process, not opposition to veterans serving. Commissioner Danel noted a veteran had previously been recruited to apply because few applications were received, and asked whether any further clarification was needed given the City Clerk's explanation that additional veterans could be added at any time.

City Clerk Dillon explained that applicants to the Veterans Affairs Committee had historically been appointed by the commission as long as they met the board requirements, due in part to difficulty recruiting members. She clarified that Commissioners could continue to find eligible veterans to apply at any time and the board remained open to applications year-round.

Vice Mayor Bolton asked when the terms expired. City Clerk Dillon stated five expired in August 2025 and one in February 2026, while four remained active. She confirmed the board could still meet if the item was tabled, and Vice Mayor Bolton noted there would be no disruption.

Vice Mayor Bolton questioned why board applications and resumes were not included in the backup, and Deputy City Manager Calloway said it was an oversight. Vice Mayor Bolton stated the issue was not opposition to veterans, noted the board could continue meeting if the item was tabled, and supported postponement to allow further review and possible recruitment of additional members.

Mayor Gomez asked whether new appointments were required, and City Clerk Dillon explained the board could continue operating because members serve until replaced or reappointed. She also clarified veterans board applicants were not required to submit resumes, only eligibility documentation. Mayor Gomez stated the item should not be delayed over missing resumes and added any eligible veteran, including Commissioner Patterson's husband, could be invited to apply.

Commissioner Wright Jr. stated a resume was not necessary for the Veterans Affairs Committee because military service and proof of eligibility were sufficient.

Commissioner Patterson clarified that she was seeking more information, not opposing the veterans board. She said she wanted to ensure District 3 and the city as a whole were properly represented, and stated an application would have been helpful for transparency. Commissioner Patterson supported the current members but said the item should be tabled or deferred until the process and board information were clearer.

Moved by Vice Mayor Bolton; seconded by Commissioner Daniel to table all new appointments, with the board still operating until the next City Commission meeting, and appointment of Ms. Spence.

Discussion continued about motion.

Moved by Vice Mayor Bolton; seconded by Commissioner Daniel to table Resolution TR14377 until the next City Commission meeting.

Motion Approved: 3-2.

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

Commissioner Patterson stated that when the item returned, the backup should clarify whether applicants were new or returning members, their districts, and their terms. City Attorney Ottinot stated that staff would review the appointment rules with the Manager's Office and provide additional information before the next meeting.

Mayor Gomez asked whether Commissioner Patterson also wanted clarification of the ordinance itself. Commissioner Patterson replied that the ordinance or resolution might need to be expanded, but staff could determine the best approach.

City Attorney Ottinot stated that the ordinance currently contained limited qualifications for service and staff would determine whether any additional board requirements applied.

6. REGULAR AGENDA

None.

7. ORDINANCE(S) - FIRST READING

None.

8. ORDINANCE(S) - SECOND READING

8.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.

City Attorney Ottinot read the title for the record.

Moved by Vice Mayor Bolton; seconded by Commissioner Wright Jr. to adopt Resolution TO2608.

Mayor Gomez opened public comment.

1) Kate Johnson, Mainlands 4, stated the pavement standard was too subjective, particularly regarding discoloration, and did not account for normal South Florida weathering. She suggested adding a clearer time frame or grace period before resurfacing could be required again.

Mayor Gomez closed public comment.

Mayor Gomez reiterated concerns that the item was vague and too burdensome on businesses and HOAs. She supported safety-related requirements such as wheel stops and striping, but opposed subjective pavement appearance standards that could force costly resurfacing. She stated the measure could unfairly impact plazas and could not support the item as written.

Motion Approved: 3-2.

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

9. PUBLIC HEARING(S)

There were none.

10. QUASI-JUDICIAL HEARING(S)

There were none.

11. OTHER

11.a Solid Waste Authority Presentation

Requested by Commissioner Patterson & Presented by Mayor, Steve Breitkreuz - Town of Southwest Ranches

Mayor Steve Breitkreuz of the Town of Southwest Ranches appeared at Commissioner Patterson's request and provided an overview of the Solid Waste Authority, the work completed over the past two years, and the proposed master plan and facilities agreement.

Mayor Breitkreuz stated Broward County generated substantial annual waste, said the problem would continue to grow more costly if not addressed, and noted 28 of 31 municipalities had joined the regional effort. He outlined benefits of the plan, including improved sustainability, better cost control, and stronger recycling outcomes, and stated the current recycling rate remained in the 30 percent range. He also noted the interlocal agreement had been extended through August 2026.

Mayor Breitkreuz stated the plan focused on using existing facilities, limiting added capital costs, and taking a countywide approach to improve efficiency and pricing. He explained the facilities agreement would later come before the City Commission and would identify the City's financial commitment for implementation, separate from the current planning contribution. He asked the City Commission to review the materials once available and consider the item within the next 60 days.

Commissioner Patterson stated the presentation was intended to provide context and allow the City Commission to receive information before formal action was requested.

Mayor Gomez stated the City had been involved in the effort for a considerable time and clarified the matter would return later for formal consideration.

The City Commission recessed for a break at 10:43 PM.

The City Commission reconvened at 10:55 PM.

11.b Municipal Complex Campus Solicitation Discussion and Direction
Presented by Gerard Yetming, Damian Johnson, and Julian Zuniga from Colliers International

Item 11.b was removed.

11.c Motion to rescind prior commission action dated April 23, 2025, prohibiting future consideration of the speed detection systems for the school zone speed limits Program. (Original Motion: "To Not Bring the Item Back in Perpetuity").

Item 11.c. was heard immediately following the Item 11.e.

Moved by Vice Mayor Bolton; seconded by Commissioner Patterson to rescind the original motion.

There was no discussion by the City Commission.

Motion Approved: 4-1.

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

Mayor Gomez noted the item would come back for discussion at the future meeting.

11.d Request to Amend the City of Tamarac On Street Parking Policy to Add Mainlands Section 6 to the List of Neighborhoods with On-Street Parking Restrictions.

Vice Mayor Bolton introduced the item and requested adding Mainlands 6 to the City's on-street parking restriction list, stating residents supported the restriction and enforcement.

Moved by Vice Mayor Bolton; seconded by Commissioner Wright Jr. to add Mainlands 6 to the list of neighborhoods with on street parking restrictions.

There was no discussion by the City Commission.

Motion Approved: 5-0.

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

11.e Presentation & Discussion on the establishment of a formal Sister City Partnership.
Presented by Sister Cities Committee Members, Jay Koutcher (Chair), Peter Mason, and Trisha Soman.

Item 11.e. was heard immediately following the break.

Grants and Government Affairs Manager Tanya Williams provided background on the Sister Cities Committee, stating it was created in February 2021 to research potential sister city partnerships that could promote cultural, educational, and economic exchange. She explained the committee had faced membership and quorum challenges over the years and had researched several cities, later narrowing its focus to Pickering, Canada, and Kingston, Jamaica.

Mr. Koutcher explained the purpose of a sister city relationship and stated the program was intended to promote mutual respect, cooperation, trade, and cultural understanding. He noted the committee had operated without funding and stated turnover in committee membership had slowed progress.

Mr. Mason presented Pickering, Canada as a potential partner, citing similarities in municipal structure, diversity, festivals, business activity, tourism opportunities, and

youth exchange potential. Ms. Soman then presented Kingston, Jamaica as a second option, citing strong cultural ties, shared Caribbean connections, economic and educational opportunities, and potential for tourism, business, and youth engagement.

Ms. Wilson stated the committee recommended Pickering, Canada and Kingston, Jamaica for the City Commission's consideration and requested authorization to begin formal communication with both cities. She explained the next step would be to establish contact and explore partnership opportunities before developing a framework through memoranda of understanding.

Moved by Vice Mayor Bolton; seconded by Commissioner Wright Jr. to extend the meeting to complete the remaining agenda items.

Motion Approved: 5-0.

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

Later in the meeting, Vice Mayor Bolton asked for clarification whether an action was required for the item.

It was clarified the Committee had completed the research phase and, if the recommendations were accepted, would move to the next step by contacting Kingston, Jamaica, and Pickering, Canada to determine interest in establishing a sister city partnership with Tamarac.

There was consensus to continue discussion on the item.

Vice Mayor Bolton stated he supported Kingston, Jamaica, as a sister city and was not opposed to Pickering, Canada, but said he was less familiar with it.

Commissioner Wright Jr. supported both Kingston and Pickering, noting Pickering's similarities to Tamarac as a suburban community, its proximity to Toronto, Canada's economic relationship with the United States, the presence of Canadian visitors in the area, and potential tourism and golf connections.

Ms. Wilson explained the Committee sought direction on which cities the Commission wished to pursue and stated the next step would be outreach to determine interest and potential areas of partnership.

Mayor Gomez stated Pickering appeared more comparable to Tamarac in governance and community structure, while Kingston seemed less directly aligned with Tamarac's size and operations, and expressed concern that additional information was still needed regarding the intended goals and benefits of each partnership.

Commissioner Daniel asked about funding and next steps, and Ms. Williams responded that funds had already been budgeted and the Committee was seeking direction on which cities to pursue and what type of partnership the Commission wanted to build.

Commissioner Patterson stated ChatGPT had identified Kingston as a strong sister city option, supported Kingston, and suggested adding a domestic city such as Charlotte, North Carolina, for comparison and economic development opportunities.

Vice Mayor Bolton agreed with adding Charlotte in addition to Kingston and Pickering.

Consensus was reached to move forward with Kingston, Jamaica, Pickering, Canada, and adding Charlotte, North Carolina.

13. ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 11:42 PM.

Minutes transcribed by Tasha Baclawski, Prototype, Inc. and submitted by Kimberly Dillon, City Clerk.

_____
Kimberly Dillon, City Clerk

_____
Michelle J. Gomez, Mayor

Note to the reader: The above signature is the City Clerk, of the City of Tamarac, Florida. If the minutes you have received are not signed, or completed as indicated above, they are not the official minutes of the Regular City Commission Meeting held Wednesday, March 11, 2026.

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

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service by dialing 7-1-1.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: April 7, 2026

SUBMITTED BY: Jason Campbell

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: 14363

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14363 - A Resolution of the City Commission of the City of Tamarac, Florida, ratifying prior purchases from Miller Electric Company totaling $40,331.80; and approving the five (5) year Genetec Advantage renewal proposal through 2031 with Miller Electric Company for the Genetec Security Center System, attached hereto as Exhibit "1", at a total cost of $71,442.04, utilizing the City of St. Augustine and Miller Electric Company Contract RFP# PW2021-10, attached hereto as Exhibit "2"; authorizing expenditures from the appropriate accounts; authorizing the appropriate City Officials to approve renewal options; authorizing additional purchases up to $100,000 in accordance with the Tamarac Procurement Code, during the current fiscal year and for succeeding fiscal years for the duration of this agreement; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

RECOMMENDATION: The Chief Information Officer recommends that the Mayor and City Commission approve the renewal of the City's Genetec Advantage maintenance and support coverage for a five (5) year term, at a total cost of $71,442.04; ratify past purchases from Miller Electric Company totaling $40,331.80; and approve additional purchases up to $100,000 in accordance with the Tamarac Procurement Code, at its April 7, 2026, meeting.

BACKGROUND: Technology is one of the key components in the efficient delivery of City services, and the security infrastructure is critical to ensuring continued operations and protecting City facilities.

The City utilizes the Genetec Security Center platform (security system hardware and software) as its enterprise-

wide physical security management system, supporting citywide operations including video surveillance (Omnicast), access control (Synergis), threat management, intrusion alarm monitoring, and intercom communications (Sipelia). Genetec Advantage is the manufacturer's required software maintenance and support program that provides access to technical support, system updates, and ongoing enhancements.

The City's current Genetec Advantage arrangement, previously purchased through Johnson Controls Security Solutions as part of the Citywide Security Systems Upgrade Project, Phase 1, is scheduled to expire on May 1, 2026.

The Genetec Advantage program provides:

· Access to the Genetec Technical Assistance Center (GTAC)
· Unlimited technical support
· Minor and major software upgrades
· Technical appointments with Genetec support engineers
· Discounts on professional services and training
· Access to the Genetec Technical Assistance Portal (GTAP)

Miller Electric Company has submitted a proposal, attached hereto as Exhibit 1, for a five (5) year Genetec Advantage renewal, extending coverage through April 30, 2031, at a total cost of $71,442.04. This renewal ensures continuity of service and protects the City's investment in its public safety and security infrastructure.

Their proposal reflects pricing piggybacked from the City of St. Augustine and Miller Electric Company contract, RFP No. PW2021-10, attached hereto as Exhibit 2, titled "Video Surveillance, Access Control Security, and Parking System Installation, Maintenance, Repairs, and Upgrades," a contract which was competitively bid and awarded by the City of St. Augustine, and is valid through September 30, 2026, with a copy of said contract as well as approval to piggyback the agreement from the City of St. Augustine, Miller Electric Company and the City's Procurement and Contracts Manager on file with the City Clerk's Office.

The proposed renewal includes Advantage coverage for:

· 327 Cameras
· 290 Card Readers
· 4 Intrusion (Burglar) Alarm Panels

· 39 Intercom Connections

During FY2026, while individually unrelated and issued as operational needs arose, the City has issued the following purchase orders and field purchase orders totaling $40,331.80 to Miller Electric Company for security system-related services, equipment, and repairs:

Date Purchase Order Purchase Purpose

10/1/2025
PO 290005
$12,052.80
Genetec Clearance digital evidence management system annual software subscription renewal
10/2/2025
PO 290009
$428.00
HID Origo Mobile Credentials Subscriptions Annual Renewal
10/2/2025
PO 290188
$4,600.00
Block of 40hrs for security system-related work
11/12/2025
PO 290369
$942.36
Spare HID Signo 40 Card Readers
12/24/2025
FPO 66387
$375.00
Camera repairs/troubleshooting
12/24/2025
FPO 66388
$600.00
Access Control System / Card Reader repairs
12/24/2025
FPO 66391
$1,175.00
Burglar alarm system repairs/troubleshooting
12/24/2025
FPO 66392
$250.00
Burglar alarm system repairs/troubleshooting
12/24/2025
FPO 66395
$125.00
Access Control System / Card Reader repairs
12/24/2025

FPO 66396
$125.00
Access Control System / Card Reader repairs
12/29/2025
FPO 66402
$150.00
Burglar alarm system repairs/troubleshooting
12/29/2025
FPO 66403
$170.00
Burglar alarm system repairs/troubleshooting
1/2/2026
PO 290485
$16,022.03
BSO Tamarac District HQ Emergency Phone Installation
1/6/2026
FPO 66405
$125.00
Access Control System repairs/troubleshooting at BSO
1/15/2026
PO 290473
$428.00
Additional HID Origo Mobile Credentials Subscriptions
3/19/2026
FPO 66826
$1,763.61
Replacement of two security cameras at Fire Station 78
3/19/2026
FPO 66827
$1,000.00
Troubleshooting/repairs to camera at Tamarac Sports Complex - Water Storage Facility (Tract 27)

The aforementioned expenditures with Miller Electric Company will bring their annual aggregate spend for FY2026 to $40,331.80. While the individual transactions were unrelated to each other, when the total spend for an individual vendor exceeds our administrative approval limit of $100,000 during any fiscal year, it is the City's policy that we present the aggregate total spend with that vendor to the City Commission for their ratification so that there is complete transparency related to the City's spending.

The recommended renewal of Genetec Advantage for a five (5) year term, at a total cost of $71,442.04, when combined with the City's existing FY2026 expenditures with Miller Electric Company totaling $40,331.80, would bring the FY2026 aggregate spend with Miller Electric Company to $111,773.84, resulting in an aggregate annual spend that would exceed the City's administrative approval threshold.

In accordance with City policy, expenditures exceeding this threshold are presented to the City Commission for approval to ensure transparency and compliance with procurement requirements.

Approval of this item will authorize the renewal of the Genetec Advantage maintenance and support coverage through April 30, 2031, utilizing Miller Electric Company as the authorized service provider, and will ensure continued access to manufacturer-required software maintenance, technical support, and system updates necessary to maintain the City's enterprise-wide security infrastructure.

In addition, as part of the City's ongoing Security Master Plan (SMP) for Citywide Security System Upgrades, Phase 1 of the project remains partially incomplete. Following a settlement with Johnson Controls Security Solutions in November 2025, funding in the amount of $106,662.57 remains available and is restricted for use toward security system-related repairs, replacements, and enhancements. As the City continues implementation of Phase 2 with Miller Electric Company, there are outstanding repairs and system improvements that must be completed. Furthermore, due to the expansion of the City's video surveillance environment, including the addition of new cameras under Phase 2, the City will soon require the procurement and configuration of an additional video archive server to maintain adequate storage capacity and system performance. Given the specialized nature of the Genetec Security Center platform, which requires certified, experienced vendors for proper integration, configuration, and security, the City must continue utilizing qualified providers familiar with the existing system architecture. Accordingly, while not all expenditures are anticipated at this time, staff is requesting authorization of up to $100,000 to allow for the timely completion of remaining repairs, system enhancements, and necessary infrastructure upgrades, utilizing available project funding and in compliance with the Tamarac Procurement Code.

Accordingly, it is recommended that the City Commission approve the renewal of the Genetec Advantage for a five (5) year term in the amount of $71,442.04; ratify past purchases from Miller Electric Company totaling $40,331.80; and approve additional purchases up to $100,000 in accordance with the Tamarac Procurement Code.

ISSUE:

Approval is required to renew the City's Genetec Advantage (software maintenance and support) to ensure continued support, software updates, and system stability for the City's Genetec Security Center software, which provides

enterprise-wide video surveillance, access control, intrusion detection, threat management, and intercom systems.

STRATEGIC GOALS: Goal #5: Tamarac is Smart and Connected

ATTACHMENTS:

TR14363 Resolution - Genetec Advantage Contract Renewal
TR14363 Memo - Genetec Advantage Contract Renewal
TR14363 Exhibit 1 Miller Electric Company Proposal
TR14363 Exhibit 2 City of St. Augustine and Miller Electric Company contract RFP PW2021-10
TR14363 Backup - 2026-03-31 Signed Certifications-Affidavits
TR14363 Backup - Certificate of Insurance (COI)

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, RATIFYING PRIOR PURCHASES FROM MILLER ELECTRIC COMPANY TOTALING $40,331.80; AND APPROVING THE FIVE (5) YEAR GENETEC ADVANTAGE RENEWAL PROPOSAL THROUGH 2031 WITH MILLER ELECTRIC COMPANY FOR THE GENETEC SECURITY CENTER SYSTEM, ATTACHED HERETO AS EXHIBIT "1", AT A TOTAL COST OF $71,442.04, UTILIZING THE CITY OF ST. AUGUSTINE AND MILLER ELECTRIC COMPANY CONTRACT RFP# PW2021-10, ATTACHED HERETO AS EXHIBIT "2"; AUTHORIZING EXPENDITURES FROM THE APPROPRIATE ACCOUNTS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO APPROVE RENEWAL OPTIONS; AUTHORIZING ADDITIONAL PURCHASES UP TO $100,000 IN ACCORDANCE WITH THE TAMARAC PROCUREMENT CODE, DURING THE CURRENT FISCAL YEAR AND FOR SUCCEEDING FISCAL YEARS FOR THE DURATION OF THIS AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

* Confidential and exempt pursuant to section 119.0725, F.S.

WHEREAS, technology is one of the key components in the efficient delivery of City services, and the security infrastructure is critical to ensuring continued operations and protecting City facilities; and

WHEREAS, the City utilizes the Genetec Security Center platform as its enterprise-wide physical security management system, supporting citywide operations including video surveillance (Omnicast), access control (Synergis), intrusion alarm monitoring, threat management, and intercom communications (Sipelia); and

WHEREAS, Genetec Advantage is the manufacturer's required software maintenance and support program that provides access to technical support, system updates, and ongoing enhancements; and

WHEREAS, the City's current Genetec Advantage maintenance and support coverage is scheduled to expire on May 1, 2026; and

WHEREAS, Miller Electric Company has submitted a proposal for a five (5) year Genetec Advantage renewal, attached hereto as Exhibit "1", extending coverage through April 30, 2031, at a total cost of $71,442.04, with pricing piggybacked on the City of St. Augustine and Miller Electric Company contract, RFP No. PW2021-10, attached hereto as Exhibit "2", a competitively solicited contract; and

WHEREAS, funding is available in the Information Technology operating account for this purchase; and

WHEREAS, during FY2026, the City issued multiple purchase orders and field purchase orders to Miller Electric Company for security system-related services, equipment, and repairs totaling $40,331.80; and

* Confidential and exempt pursuant to section 119.0725, F.S.

WHEREAS, the aggregate annual expenditure thus far through Miller Electric Company has been $40,331.80, but with the purchase of the five (5) year Genetec Advantage renewal at a cost of $71,442.04, will total $111,773.84, thereby requiring City Commission approval for expenditures in excess of $100,000; and

WHEREAS, it is the recommendation of the Chief Information Officer that the City Commission of the City of Tamarac ratify past purchases with Miller Electric Company in the amount of $40,331.80; approve the purchase of the five (5) year Genetec Advantage maintenance and support coverage from/thru Miller Electric Company, at a cost of $71,442.04, utilizing the City of St. Augustine and Miller Electric Company contract RFP# PW2021-10; and also authorize the appropriate City Officials to approve the purchase of additional new services and equipment from Miller Electric Company up to a total of $100,000, in accordance with the Tamarac Procurement Code, during the current fiscal year and for succeeding fiscal years for the duration of this agreement; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the residents, businesses, and visitors of the City to ratify past purchases with Miller Electric Company in the amount of $40,331.80; approve the purchase of the five (5) year Genetec Advantage maintenance and support coverage from/thru Miller Electric Company, at a cost of $71,442.04, utilizing the City of St. Augustine and Miller Electric Company contract RFP# PW2021-10; and also authorize the appropriate City Officials to approve the purchase of additional new services and equipment from Miller Electric Company up to a total of $100,000, in accordance with the Tamarac Procurement Code, during the current fiscal year and for succeeding fiscal years for the duration of this agreement.

* Confidential and exempt pursuant to section 119.0725, F.S.

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

Section 1: The foregoing recitals are true and correct and hereby adopted as the legislative and administrative findings of the City Commission; all exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2: The City Commission ratifies past purchases with Miller Electric Company in the amount of $40,331.80; approves the purchase of the five (5) year Genetec Advantage maintenance and support coverage from/thru Miller Electric Company, at a cost of $71,442.04, utilizing the City of St. Augustine and Miller Electric Company contract RFP# PW2021-10; and authorizes the appropriate City Officials to approve subsequent renewal options.

Section 3. The City Commission authorizes the appropriate City Officials to execute any associated contract documents and to issue required purchase orders.

Section 4. Funding is available for the Genetec Advantage maintenance and support coverage in the amount of $71,442.04 from the appropriate accounts.

Section 5: The City Manager or Designee is hereby authorized to approve additional purchases from Miller Electric Company up to a total of $100,000, in accordance with the Tamarac Procurement Code, during the current fiscal year and for succeeding fiscal years for the duration of this agreement.

Section 6: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7: If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or

* Confidential and exempt pursuant to section 119.0725, F.S.

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

Section 8: This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this 7th day of April, 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

* Confidential and exempt pursuant to section 119.0725, F.S.

City of Tamarac
Interoffice Memorandum
Information Technology

To:	**Levent Sucuoglu, City Manager**
Thru:	James Twigger, Chief Information Officer
From:	Jason Campbell, Deputy Chief Information Officer
Date:	March 25, 2026
Re:	**TR 14363: Genetec Advantage Contract Renewal – Five (5) Year Term**

Recommendation:

The Chief Information Officer recommends that the Mayor and City Commission approve the renewal of the City's Genetec Advantage maintenance and support coverage for a five (5) year term, at a total cost of $71,442.04; ratify past purchases from Miller Electric Company totaling $40,331.80; and approve additional purchases up to $100,000 in accordance with the Tamarac Procurement Code, at its April 7, 2026, meeting.

Issue:

Approval is required to renew the City's Genetec Advantage (software maintenance and support) to ensure continued support, software updates, and system stability for the City's Genetec Security Center software, which provides enterprise-wide video surveillance, access control, intrusion detection, threat management, and intercom systems.

Background:

Technology is one of the key components in the efficient delivery of City services, and the security infrastructure is critical to ensuring continued operations and protecting City facilities.

The City utilizes the Genetec Security Center platform (security system hardware and software) as its enterprise-wide physical security management system, supporting citywide operations including video surveillance (Omnicast), access control (Synergis), threat management, intrusion alarm monitoring, and intercom communications (Sipelia). Genetec Advantage is the manufacturer's required software maintenance and support program that provides access to technical support, system updates, and ongoing enhancements.

The City's current Genetec Advantage arrangement, previously purchased through Johnson Controls Security Solutions as part of the Citywide Security Systems Upgrade Project, Phase 1, is scheduled to expire on May 1, 2026.

The Genetec Advantage program provides:

- Access to the Genetec Technical Assistance Center (GTAC)
- Unlimited technical support
- Minor and major software upgrades
- Technical appointments with Genetec support engineers
- Discounts on professional services and training
- Access to the Genetec Technical Assistance Portal (GTAP)

Miller Electric Company has submitted a proposal, attached hereto as Exhibit 1, for a five (5) year Genetec Advantage renewal, extending coverage through April 30, 2031, at a total cost of $71,442.04. This renewal ensures continuity of service and protects the City's investment in its public safety and security infrastructure.

Their proposal reflects pricing piggybacked from the City of St. Augustine and Miller Electric Company contract, RFP No. PW2021-10, attached hereto as Exhibit 2, titled *"Video Surveillance, Access Control Security, and Parking System Installation, Maintenance, Repairs, and Upgrades,"* a contract which was competitively bid and awarded by the City of St. Augustine, and is valid through September 30, 2026, with a copy of said contract as well as approval to piggyback the agreement from the City of St. Augustine, Miller Electric Company and the City's Procurement and Contracts Manager on file with the City Clerk's Office.

The proposed renewal includes Advantage coverage for:

- 327 Cameras
- 290 Card Readers
- 4 Intrusion (Burglar) Alarm Panels
- 39 Intercom Connections

During FY2026, while individually unrelated and issued as operational needs arose, the City has issued the following purchase orders and field purchase orders totaling $40,331.80 to Miller Electric Company for security system-related services, equipment, and repairs:

Date	Purchase Order	Purchase	Purpose
10/1/2025	PO 290005	$12,052.80	Genetec Clearance digital evidence management system annual software subscription renewal
10/2/2025	PO 290009	$428.00	HID Origo Mobile Credentials Subscriptions Annual Renewal
10/2/2025	PO 290188	$4,600.00	Block of 40hrs for security system-related work
11/12/2025	PO 290369	$942.36	Spare HID Signo 40 Card Readers
12/24/2025	FPO 66387	$375.00	Camera repairs/troubleshooting

* Confidential and exempt pursuant to section 119.0725, F.S.

12/24/2025	FPO 66388	$600.00	Access Control System / Card Reader repairs
12/24/2025	FPO 66391	$1,175.00	Burglar alarm system repairs/troubleshooting
12/24/2025	FPO 66392	$250.00	Burglar alarm system repairs/troubleshooting
12/24/2025	FPO 66395	$125.00	Access Control System / Card Reader repairs
12/24/2025	FPO 66396	$125.00	Access Control System / Card Reader repairs
12/29/2025	FPO 66402	$150.00	Burglar alarm system repairs/troubleshooting
12/29/2025	FPO 66403	$170.00	Burglar alarm system repairs/troubleshooting
1/2/2026	PO 290485	$16,022.03	BSO Tamarac District HQ Emergency Phone Installation
1/6/2026	FPO 66405	$125.00	Access Control System repairs/troubleshooting at BSO
1/15/2026	PO 290473	$428.00	Additional HID Origo Mobile Credentials Subscriptions
3/19/2026	FPO 66826	$1,763.61	Replacement of two security cameras at Fire Station 78
3/19/2026	FPO 66827	$1,000.00	Troubleshooting/repairs to camera at Tamarac Sports Complex - Water Storage Facility (Tract 27)

The aforementioned expenditures with Miller Electric Company will bring their annual aggregate spend for FY2026 to $40,331.80. While the individual transactions were unrelated to each other, when the total spend for an individual vendor exceeds our administrative approval limit of $100,000 during any fiscal year, it is the City's policy that we present the aggregate total spend with that vendor to the City Commission for their ratification so that there is complete transparency related to the City's spending.

The recommended renewal of Genetec Advantage for a five (5) year term, at a total cost of $71,442.04, when combined with the City's existing FY2026 expenditures with Miller Electric Company totaling $40,331.80, would bring the FY2026 aggregate spend with Miller Electric Company to $111,773.84, resulting in an aggregate annual spend that would exceed the City's administrative approval threshold. In accordance with City policy, expenditures exceeding this threshold are presented to the City Commission for approval to ensure transparency and compliance with procurement requirements.

Approval of this item will authorize the renewal of the Genetec Advantage maintenance and support coverage through April 30, 2031, utilizing Miller Electric Company as the authorized service provider, and will ensure continued access to manufacturer-required software maintenance, technical support, and system updates necessary to maintain the City's enterprise-wide security infrastructure.

In addition, as part of the City's ongoing Security Master Plan (SMP) for Citywide Security System Upgrades, Phase 1 of the project remains partially incomplete. Following a settlement with Johnson Controls Security Solutions in November 2025, funding in the amount of $106,662.57 remains available and is restricted for use toward security system-related repairs, replacements, and enhancements. As the City continues implementation of Phase 2 with Miller Electric Company, there are outstanding repairs and system improvements that must be completed. Furthermore, due to the expansion of the City's video surveillance environment, including the addition of new cameras under Phase 2, the City will soon require the procurement and configuration of an additional video archive server to maintain adequate storage capacity and system performance. Given the specialized nature of the Genetec Security Center platform, which requires certified, experienced vendors for proper integration, configuration, and security, the City must continue utilizing qualified providers familiar with the existing system architecture. Accordingly, while not all expenditures are anticipated at this time, staff is requesting authorization of up to $100,000 to allow for the timely completion of remaining repairs, system enhancements, and necessary infrastructure upgrades, utilizing available project funding and in compliance with the Tamarac Procurement Code.

Accordingly, it is recommended that the City Commission approve the renewal of the Genetec Advantage for a five (5) year term in the amount of $71,442.04; ratify past purchases from Miller Electric Company totaling $40,331.80; and approve additional purchases up to $100,000 in accordance with the Tamarac Procurement Code.

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Financial Impact:

The total cost for the five (5) year Genetec Advantage renewal is $71,442.04. This amount includes all Advantage licensing, support, and associated services for the full contract term.

Pricing is based on the piggybacked from the City of St. Augustine and Miller Electric Company contract, RFP No. PW2021-10, attached hereto as Exhibit 2, titled *"Video Surveillance, Access Control Security, and Parking System Installation, Maintenance, Repairs, and Upgrades,"* which is an existing competitively solicited contract utilized by Miller Electric.

Funding will be provided from the Information Technology Service Contracts Account 001-8100-513.46-02 and Security System Account 001-8100-513.46-30 in accordance with the approved FY2026 budget, as well as from SMP Phase 1 Account 310-9000-522.64-01 Project GP20E.

This item supports Strategic Goal #5 – Tamarac is Smart & Connected, by ensuring the reliability, security, and modernization of the City's public safety and security systems.

Jason Campbell

CC: Christine Cajuste, Financial Services Director

Attachments

* Confidential and exempt pursuant to section 119.0725, F.S.

MILLER ELECTRIC COMPANY
Powering the Possibilities

For:
James Twigger
The City of Tamarac

Genetec- GSC-200303-786375 | 5-Year Advantage Renewal thru 2031 Rev1.1 03/23/2026

Proposal: 35426

Presented By: Michael Chin

6805 Southpoint Pkwy
Jacksonville, FL 32216

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the Customer's right to use or disclose data obtained without restriction from any source, including the proposer.

Project Scope

This quote reflects the same labor rates and material markup percentages that Miller Electric Company currently has in place with the City of St. Augustine to date. This quote was priced to piggyback the City of St. Augustine and Miller Electric Company contract RFP# PW2021-10 "Video Surveillance, Access Control Security and Parking System Installation, Maintenance, Repairs and Upgrades."

The scope of this quote is generally described as the Advantage Renewal of the Genetec Security Center System. This quote includes the cost of renewing the system Genetec Advantage for a **{5-YEAR(S)}** duration. This Genetec Advantage Renewal will be **{5-YEAR(S) TERM}** from the current expiration date. One (1)- hour of Application Engineers Time is included.

GSC-200303-786375 | Advantage Contract Term: 5Y | Advantage ID: 01-7328-0320 Coverage End Date: 30 Apr 2031

RENEWING YOUR GENETEC ADVANTAGE WILL GIVE YOU ACCESS TO:

· Genetec Technical Assistance Center (GTAC) - Standard support hours
· Unlimited number of trouble tickets
· Access to Minor and Major Release Upgrades
· Technical Appointments with a Genetec Technical Support Engineer
· Discount on Professional Services (including training, field services, and custom development)
· Access to the Genetec Technical Assistance Portal (GTAP)

*Note: The current Genetec SMA is due to expire on **{01 May 2026}**.

Contract Type Advantage
Contract Number 01-7328-0320
Coverage Start Date 01 May 2026
Coverage End Date 30 Apr 2031
Contract Term 5Y
24/7 Support No

Proposal: 35426

Bill of Materials

Date: 03/23/2026

Genetec Renewal Thru 2031- Advantage ID: 01-7328-0320

QTY	Part	Description	Unit Price	Ext. Price
327.00	Genetec ADV-CAM-E-5Y	Genetecâ„¢ Advantage for 1 Omnicastâ„¢ Enterprise Camera â€“ 5 years	$143.19	$46,823.13
290.00	Genetec ADV-RDR-E-5Y	Genetecâ„¢ Advantage for 1 Synergisâ„¢ Enterprise Reader â€“ 5 years	$67.83	$19,670.70
4.00	Genetec ADV-1AP-5Y	Genetecâ„¢ Advantage for 1 intrusion alarm panel â€“ 5 Years	$173.33	$693.32
39.00	Genetec ADV-SIP-5Y	Genetecâ„¢ Advantage for 1 Sipeliaâ„¢ Intercom connection - 5 Years	$105.51	$4,114.89

Labor Hrs.	Labor Type	Labor Sell	Extended Labor
1.00 hrs	IS Application Engineer	$140.00	$140.00

Material Sub-Total	$71,302.04
Labor Sub Total	$140.00
Applicable Tax	$0.00
Genetec Renewal Thru 2031- Advantage ID: 01-7328-0320 Total	$71,442.04

Total Proposal Amount

Material Sub-Total	$71,302.04
Labor Sub-Total	$140.00
Applicable Tax	$0.00
Grand Total	**$71,442.04**

Conditions and Clarifications

	Include	Exclude		Include	Exclude
System Shop Drawings		X	Cable D-rings/ harnessess		X
Submittals		X	Door Locking Hardware		X
Permits		X	Door Frame Preparation		X
System Training by MECO		X	Patching and Painting		X
Structured Cabling		X	Core Drilling		X
120VAC Power		X	Wall Penetrations/sleeves		X
Conduit Stub-Ups		X	Fire Stopping		X
Device Back-Boxes		X	Network Switches		X
Raceway & Rough-in		X	Personnel Lift Equipment		X
Surge Protection		X	Grounding and Bonding		X

Clarifications

- Any custom millwork and fabrication provided by others
- Conduit raceway, unless specifically included in this proposal scope, is provided by others and must be properly sized per NEC and include a pull string
- Any required lighting, emergency lighting or signage provided by others
- Any required scaffolding provided by others
- Any cable to be installed as part of this project scope is assumed to be installed prior to the installation of the ceiling grid or framing. Raceways must be provided above inaccessible ceiling spaces.
- All hazardous materials abatement and removal by others
- Any AHJ requirements to bring the building or portion of the building up to code is excluded from this scope of work
- Miller Electric labor is provided during normal business hours Monday through Friday from 8:00 AM – 5:00 PM. Overtime is not included and may be charged additionally.
- Deliveries will be made during normal business hours. Overtime delivery is not included.
- Maintenance of the network, firewalls, antivirus and defending the integrity of the network against cyber attack is provided by others
- Software maintenance, version upgrades and other administrative data entry (i.e. entry of cardholder data) are excluded unless specifically included in the proposal scope.
- Taxes are excluded unless specifically shown as included in pricing summary lines.
- Miller Electric will dispose of Miller Electric created trash daily within Jobsite provided containers.
- Final testing and system delivery are included as per the project schedule only
- System control code will be turned over after the final payment is received
- The current market for commodities is very volatile. All copper, aluminum, PVC, and steel pricing is based on current market pricing for commodities. This proposal is based on current market pricing for commodity materials as of the date of this proposal, and no contingency is carried for commodities market pricing escalation. Additional costs will apply in the event of market-based commodity materials pricing escalation. Copper is currently at $_____/pound.

The quoted price set forth herein does not include the cost impact of any tariffs or other taxes or embargos which may be imposed by the United States or any of its trading partners. To the extent the cost of any materials/equipment/items procured in furtherance of a subcontract or purchase order based upon this quotation/proposal is impacted by the imposition of any tariffs, tax or embargo, the actual documented cost of such shall be billed to, and be reimbursed by, Customer, along with any schedule adjustments necessitated thereby.

Proposal: 35426
Date: 03/23/2026

Acceptance

Proposal: Genetec- GSC-200303-786375 | 5-Year Advantage Renewal thru 2031 Rev1.1

The following documents in this proposal are considered binding: Scope of Work, Bill Of Materials, Terms and Conditions Where Applicable

Default payment terms are 50% down with monthly progress billings until the project is complete, unless otherwise negotiated or stated in this proposal.

Proposal Accepted: Miller Electric Company is authorized to proceed with the work as proposed. This proposal is valid for 30 days from 03/23/2026.

Purchaser	_____	**Seller**	Miller Electric Company
By	_____	**By**	Michael Chin
Title	_____		
Signature	_____	**Signature**	_____
Date	_____	**Date**	_____
PO#	_____		

The above persons represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership, software licenses, and the Warranty.

THE CITY OF ST. AUGUSTINE
REQUEST FOR PROPOSALS

The City of St. Augustine ("City") requests that interested parties respond to the solicitation below by March 30, 2021. Further information is available through DemandStar at, or the City's website at www.citystaug.com. Proposal packages may be obtained from DemandStar www.demandstar.com; 1-800-711-1712, or by contacting the City of St. Augustine by emailing or calling Barb Moore at bmoore@citystaug.com 904-825-1010.

VIDEO SURVEILANCE, ACCESS CONTROL SECURITY AND PARKING SYSTEM INSTALLATION, MAINTENANCE, REPAIRS AND UPGRADES
REQUEST FOR PROPOSAL #PW2021-10

Installation, maintenance, repairs and upgrades to the City's physical and electronic Genetec™ based security, video surveillance, access control systems and parking systems. The Contractor shall also supply technical and programming services to maintain and optimize various security databases and systems associated with the City's electronic security, video surveillance, access control and parking systems Citywide.

Every request for written interpretation or correction must be received by MARCH 22, 2021

PROPOSALS ARE DUE NOT LATER THAN 2:00 P.M. EDT ON MARCH 30, 2021

PROPOSLAS WILL BE PUBLICLY OPENED AT 2:15 P.M. EDT ON MARCH 30, 2021

The City's Evaluation Committee will either meet or hold a telephone conference call at City Hall as follows:

- 10:00 a.m. and/or 2:00 p.m. on April 06, 2021 to:
  - Discuss the responses.
  - Finalize the initial ranking.
  - Determine a shortlist of Respondents.
  - Decide if oral presentations (by the shortlisted Respondents) are necessary to assist in facilitating the evaluation process in determining a final recommendation
  - All Respondents will be notified in writing of the staff's intended recommendation to the City Manager.
  - Decide to proceed with negotiations with the top-ranked Respondent(s), as authorized by the City Manager.
- 10:00 a.m. on April 09, 2021, to:
  - Receive oral presentations by the shortlisted Respondents (if necessary), which will immediately be followed by an Evaluation Committee meeting to establish the final ranking. Respondents selected for oral presentations will be notified in advance of the presentation date.
  - However, if oral presentations are not required, negotiations may commence based on the initial rankings.
  - Key team personnel, especially the project manager, facilitators, partners and subconsultants assigned to the project should endeavor to be present via teleconference or video conferencing.

- 10:00 a.m. on April 14, 2021, to:
  - Enter into negotiations with the top-ranked Respondent(s); however, if oral presentations are not required, negotiations may commence with the top-ranked Respondent(s) on the Oral Presentation Date noted above.
  - If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the next highest ranked Respondent, and so forth.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven (7) days prior to the proceeding at the address given on notice. Telephone: Barb Moore (904)825-1010; or 1-800-955-8771 (TDD) or 1-800-955-8770 (V), via Florida Relay Service.

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INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document ("Agreement") that is at the end of these instructions. The Agreement includes these Instructions to Respondents, any addenda published by the City, the proposal submitted by Respondent ("Proposal"), and all required certifications and affidavits.

2. PROCUREMENT MANAGER

All inquiries related to this solicitation should be directed to the Procurement Manager:

Sharon Whitener, CPPO Phone: 904-209-4305 Fax: 904-825-1051 Email: swhitener@citystaug.com

3. WHERE TO DELIVER PROPOSAL

All Proposals must be submitted in sealed envelopes with the Proposal number and Proposal opening time and date (as advertised) clearly marked in large, bold, and/or colored lettering. Please use Solicitation Response Identification Label on Page 29.

City of St. Augustine Request for Proposals Attention: General Services Department 75 King Street, 4th Floor, Lobby D St. Augustine, Florida 32084

Please note that the United States Postal Service does not deliver regular mail or express mail to the above physical address. The City's experience is that Federal Express and United Parcel Service will. Respondents should allow sufficient time for delivery to either address.

4. PROPOSAL DUE DATE

Proposals are due by 2:00 p.m. EDT on MARCH 30, 2021.

5. PROPOSAL OPENING

Respondents or their authorized agents are invited to attend the Proposal opening via telephone conference call by dialing 904-201-4614 and entering PIN #0330. The Proposals will be opened, read aloud and recorded at 2:15 p.m. EDT on MARCH 30, 2021.

The Florida Public Records Act, Section 119.071(1)(b), F.S., exempts sealed Proposals from inspection, examination, and duplication until such time as the City issues a notice of decision (Notice of Award) or intended decision (Notice of Intent to Award) pursuant to Section 120.57(3)(a), F.S. or

within thirty (30) days after the Proposal opening, or final replies, whichever comes first. This exemption is not waived by the public opening of the Proposals.
Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the proposal is a trade secret as defined in Section 812.081, F.S., and exempt from disclosure pursuant to Section 815.04, F.S., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The City reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.

6. PREPARATION AND ORGANIZATION OF PROPOSAL DOCUMENTS

Respondents must submit the following fully executed documents on reproduced copies of the attached forms provided in FORMS:

a. Proposal Form
b. Cost Schedule
c. Proposed Sub-contractors
d. Certificate as to Corporation
e. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
f. Qualifications (General and Similar Projects)
g. Drug-Free Workplace Form (not required unless there is a tie)

Respondents shall submit one (1) original and a minimum of three (3) additional copies of the Proposal package. Please identify the original Proposal as "ORIGINAL." In order to assist the City's review process, **each submittal package shall be bound or submitted in three-ring binders with tabbed dividers** All blank spaces on the required documents shall be typewritten or printed in ink.

Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of its qualifications. Each section shall be evaluated separately on its own merit.

Standard brochures and specifications may be submitted as additional material, but shall not be submitted as the primary qualification data.

In the event you decline to submit a Proposal, the City would appreciate submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a Proposal.

A. <u>Firm Qualifications and Experience – Tab "1" (25 Points)</u>.

1. **Letter of Transmittal.** Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the Respondent, including a brief description of your firm's location, organization structure, and philosophy.

2. **Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names, contact information, and resumes) and specify which services the individuals will provide to the City of St. Augustine. In addition, complete the Qualifications General form (Page 24).

3. **Sub-Contractors.** Proposers must **l**ist any sub-contractors that shall be used to accomplish the scope of services on the Proposed Subcontractor Form (Page 21). If no subcontractors are going to be used, reply with N/A.

4. **Litigation**. Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name and the nature of the litigation.

5. **Financial Information**. Provide an official letter from the Respondent's financial institution detailing the financial status of the Respondent. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your proposal.

6. **Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful offeror will be required to provide Certificate(s) of Insurance evidencing coverage as required in Exhibit "B" within five (5) business days of the notification of intent to award. **Note**: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.

7. **Certificate As To Corporation.** Respondents **must provide a copy of the State Certificate of good standing** listing the officers of the company. If the signatory is not one of the officers listed on the State Certificate, the Respondent must complete the Articles of Incorporation / Corporate Documents Form (Page 22).

8. **Affidavit as to non-collusion and Certification of Material Conformance with Specifications.** Respondents must complete this form (Page 23) and have it notarized certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the City of St. Augustine Government.

9. **IRS W-9 Form.** Vendors that have not done business with the City or have not provided an updated W-9 Form within the past two (2) years, must complete IRS Form W-9, Request for Taxpayer Identification Number and Certification and submit with the proposal.

10. **Organizational Structure.** The City recognizes and understands that many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, and etcetera. As a result, it is sometimes difficult to determine what past performance is relevant to this project. To facilitate this relevancy determination, include in your proposal response a "roadmap" or organizational chart describing all such changes in the organizational structure of your firm.

11. **Additional Completed RFP Attachment Forms.** The following completed forms should be included in this section as applicable: Drug-free Workplace (Page 28), and Proposal Form (Page 19).

B. <u>Similar Projects – Tab "2" (30 Points).</u>

To demonstrate experience and success in conducting similar work, the Respondent shall provide a **<u>minimum</u>** of three (3) references of similar size completed projects in similar circumstances with

appropriate reference information, concentrating only on those projects completed within the last four (4) years or currently underway by the Respondent's firm, as follows (Pages 25 and 26):

1. Client name, address, phone, fax number and email address;
2. Description of all services provided;
3. Performance period; and,
4. Total annual amount of contract.

Describe any significant or unique awards received or accomplishments made in previous, similar projects.

C. Project Approach – Tab "3" (20 Points).

1. State your firm's technical approach to the project and the interpretation of the scope of services required.
2. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
3. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
4. Provide an implementation schedule for proposed services including any management and planning strategies.
5. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

D. Cost Schedule – Tab "4" (25 Points).

The Cost Proposal and Acceptance of Proposal Terms and Conditions Certification (Pages 20 and 21) shall be completed and included in Tab 4. An authorized signatory must sign attesting to knowledge of scope of services, committing to the prices as offered, and acceptance of the terms and conditions. This form must be notarized. As stewards of public funds, the City maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful Respondent to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

E. Additional Information – Tab "5" (No Assigned Points).

Respondents may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

BY SUBMITTING A PROPOSAL PACKAGE, RESPONDENTS ACKNOWLEDGE THAT THE CITY'S STANDARD CONTRACT FORM WILL BE USED. ANY DELAYS CAUSED DUE TO RESPONDENT'S FAILURE TO ACCEPT THE TERMS OF THE STANDARD CONTRACT FORM AFTER THE SUCCESSFUL PROPOSAL HAS BEEN AWARDED MAY RESULT IN REJECTION OF THE PROPOSAL.

7. INQUIRIES AND ADDENDA

City staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the City, the interpretation or correction must be given by the Procurement Manager and must

be in writing. The Procurement Manager may orally explain the City's procedures and assist Respondents in referring to any applicable provision in the Proposal documents, but the Respondent is ultimately responsible for submitting the Proposal in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine (9) days prior to opening of Proposals in order to be considered (03/22/2021). Requests may be submitted by e-mail at swhitener@citystaug.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than six (6) days prior to the date fixed for the opening of Proposals (03/25/2021).

Submission of a Proposal constitutes acknowledgment of receipt of all addenda. Proposals will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the Proposal, as submitted. All addenda become part of the Agreement.

8. MINIMUM QUALIFICATIONS

Respondent must use the "Qualification" forms (GENERAL, SIMILAR PROJECTS, and REFERENCES) provided in these documents to document the minimum qualifications listed below. Failure to include these forms with the Proposal may be considered non-responsive.

a. Respondents must be licensed to do business in the State of Florida for a minimum of three (3) consecutive years under their current business name and ownership.
b. Respondents must be an authorized Genetec™ Enterprise Elite certified integrator and must submit proof with their submittal.
c. Respondents shall be an authorized Genetec™ Enterprise Elite certified integrator and have on staff no less than four (4) factory trained technicians in the installation, maintenance and service of Omnicast™ digital video surveillance systems.
d. Respondents shall be an authorized Genetec™ certified integrator and have on staff no less than two factory trained technicians in the installation, maintenance and service of Synergis™ IP access control systems.
e. Respondents must have a minimum of five (5) years' documented experience in performing physical security improvements to structures, walls, fences and other apparatuses needed to secure facilities.
f. Respondents must have completed the installation of a minimum of one (1) Genetec™ digital video surveillance and access control system within the last two (2) years. Contractor must show four (4) years of experience in the maintenance of Genetec™ digital video surveillance systems.
g. Respondents must be a Florida Certified Electrical Contractor and must submit a copy of their State of Florida Department of Business and Professional Regulation certificate with their proposal.
h. Respondents must be a Florida Certified General Contractor and must submit a copy of their State of Florida Department of Business and Professional Regulation certificate with their proposal.
i. Respondents shall have and maintain, on staff, a minimum of one (1) employee that is BISCI Registered Communications Distribution Designer (RCDD).
j. The Respondent shall have, and maintain, on staff a minimum of one (1) employee that is an Axis Certified Professional and must provide the appropriate certificate with their proposal.

k. The Respondent shall have, and maintain, on staff, a minimum of one employee that is Genetec™ Certified and must provide proof of certification with their proposal.

The Respondent shall provide proof of the above minimum qualification by furnishing copies of letters, certificates, etcetera (as applicable); which clearly document said qualifications. Failure to provide said documentation with your proposal shall be grounds for deeming your proposal unresponsive and removing it from further consideration. This is a non-negotiable item.

Irrespective of the minimum qualifications stated above, the City may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The City reserves the right to reject any Proposal if the evidence submitted by such Respondent and/or the City's independent investigation of such Respondent fails to satisfy the City that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the City within the time period specified.

9. PROPOSAL GUARANTY

For the purposes of this solicitation, a Proposal guaranty is not required.

10. SUBCONTRACTS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding ten percent (10%) of the Total Proposal Cost on the attached "Proposed Subcontractors" form. Respondent must submit with its Proposal a list of all known subcontractors who will be paid more than ten percent (10%) of the Total Proposal Cost. Acceptance of the Proposal does not constitute approval of the subcontractors identified with the proposal.

11. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Proposal must sign his/her name therein and state his/her address and the name and address of every other person interested in the Proposal as principal. If a firm or partnership submits the Proposal, state the name and address of each member of the firm or partnership. If a corporation submits the Proposal, an authorized officer or agent must sign the Proposal, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the submittal of the Proposal or in substantial performance of the Work have been identified in the Proposal forms.

12. LOCAL BUSINESS PURCHASING (if applicable)

I. Policy Statement

The City Commission hereby adopts a Local Business Purchasing Preference Policy as set forth herein.

II. Definitions

A. *Construction services* means all labor, services and materials provided in connection with the construction, alteration, repair, demolition, reconstruction or any other improvements to a City facility or real property.

B. *General services* means support services performed by an independent contractor requiring specialized knowledge, experience or expertise that includes, but is not limited to, pest control, janitorial services, laundry services, catering services, security services, lawn maintenance services and maintenance of equipment.

C. *Goods* means, but is not limited to, supplies, equipment, materials and printed matter.

D. *Local business* means the vendor holds a valid business tax receipt issued by the City of St. Augustine or St. Johns County issued at least one (1) year prior to bid or proposal submittal and uses a business address physically located within the territorial limits of St. Johns County in an area zoned for the conduct of such business, from which the vendor operates a business or performs business services on a day-to-day basis, provided that a substantial component of the goods or services being offered go to the City of St. Augustine. Firms which provide goods or services which are exempt from City of St. Augustine and St. Johns County business tax receipt requirements shall be required to submit documentation satisfactory to the City demonstrating the physical business presence of the firm within the limits of St. Johns County for at least one (1) year prior to bid or proposal submission. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide, prior to recommendation for award, a copy of the current and valid business tax receipt issued at least one (1) year prior to bid or proposal submission or copies of other documentation demonstrating the physical business presence of the vendor within the limits of St. Johns County for at least one (1) year prior to bid or proposal submission.

E. *Principal place of business* means the "nerve center," the place where the bidder or the bidder's corporate officers direct, control and coordinate the activities of the bidder. If the bidder operates only one (1) business location, such business location shall be considered its Principal Place of Business.

F. *Professional services* means advice, instruction or specialized work from an individual, firm or corporation specifically qualified in a particular area. "Professional services," for the purposes of this definition, shall not mean those services procured pursuant to Section 287.055, Florida Statutes.

III. Local Preference Procedure

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods, general services, construction services or professional services under the City's procurement policy shall give preference to local businesses in the following manner:

A. In purchasing of, or letting of contracts for procurement of goods, materials, general services, professional services or for construction of improvements to real property or existing structures for projects estimated not to exceed $250,000, in which pricing is the major consideration, the City may give a preference to local businesses in making such purchase or awarding such contract as follows:

Request for Bids:

1) If the low responsive and responsible bidder is not a Local Business as defined herein, then any and all responsive and responsible Local Businesses submitting a price within up to five percent (5%) of the low bid shall have an opportunity to submit a best and final bid equal to or lower than the low bid and which matches the terms and conditions of the low bid.

2) The award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid.

3) All best and final bids shall be received within five (5) business days following receipt of written notification of rebid opportunity by the City.

Request for Proposals:

1) If the highest ranked, responsive and responsible Respondent is not a Local Business as defined herein, then any and all responsive and responsible Local Businesses receiving a final ranking within up to five percent (5%) of the highest ranked Respondent shall have an opportunity to submit a best and final proposal, which meets all the requirements of the solicitation, for evaluation.

2) The award, if any, shall be made to the responsive and responsible Respondent receiving the highest ranking.

3) All best and final proposals shall be received within five (5) business days following receipt of written notification of resubmittal opportunity by the City.

B) Ties in the best and final bid or proposal shall be resolved in the following order: Local Business, other business. If a tie still exists, then the tie may be broken using the tie breaker criteria in the solicitation documents.

IV. Waiver

The application of local preference to a particular purchase, contract or category of contracts may be waived upon written recommendation of the Director of General Services and approval of the City Manager or his/her designee.

V. Other Preferences

The preferences established herein in no way prohibit the right of the City of St. Augustine to compare quality of materials proposed for purchase and to compare qualifications, past performance, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the City of St. Augustine from giving any other preference permitted by law instead of the preference authorized herein.

VI. Exemption of Certain Contracts

Co-operative purchases shall be exempt unless all participants in the co-operative purchase agree to apply this local preference resolution. In addition, particular categories of contracts may be exempted from application of local preference upon determination by the City Manager that such exemption serves the best interest of the City.

13. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Proposal:

a. Submission of more than one Proposal for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
b. Evidence of collusion among Respondents;
c. Submission of materially false information with the Proposal;
d. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
e. Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the City, may hinder or prevent the prompt completion of the Work if awarded to Respondent;
f. Respondent is failing to adequately perform on any existing contract with the City;
g. Respondent has defaulted on a previous contract with the City;
h. The evidence submitted by Respondent, or the City's investigation of Respondent, fails to satisfy the City that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the City and within the time period specified;
i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the City's objectives for the Work.

14. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical for any person to offer, give, or agree to give any City employee, officer, or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with the decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal theretofore.
Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

15. LOBBYING

Respondents shall not contact, lobby or otherwise communicate with any City of St. Augustine employee, including any member of the City Commission, other than the above referenced individual from the point of advertisement of the solicitation until contract(s) are executed by all parties, per City of St. Augustine Procurement Policies and Procedures Manual, Section II, Page 71, "Procedures Concerning Lobbying". According to City policy, any such communication shall disqualify the vendor,

contractor or consultant from responding to the subject Request for Bids, Request for Proposals, Invitation to Negotiate, or Request for Qualifications. The City reserves the right to accept or reject any/all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of the City. The City also reserves the right to award the base bid and any alternates bids in any combination that best serves the needs of the City.

16. REJECTION OF PROPOSAL

Proposals must be delivered to the specified location and received before the Proposal opening in order to be considered. Untimely Proposals will be returned to the Respondent unopened. Proposals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Proposals, or other material irregularities. The City may consider incomplete any Proposal not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Proposal.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS WHEN IT DETERMINES, IN ITS SOLE JUDGMENT AND DISCRETION THAT IT IS NOT IN ITS BEST INTEREST TO AWARD THE AGREEMENT.

17. WITHDRAWAL OF PROPOSALS

Respondent may withdraw its Proposal if it submits such a written request to the City prior to the designated date and hour of Proposal opening. Respondent may be permitted to withdraw its Proposal no later than 72 hours after the Proposal opening for good cause, as determined by the City in its sole judgment and discretion.

18. EVALUATION AND AWARD PROCEDURES

Proposals will be evaluated by a staff Evaluation Committee based upon the criteria and weighting set forth in "EVALUATION CRITERIA." The committee members will meet at City Hall or other location as appropriate to discuss the Proposals and their individual evaluations. Each committee member completes an evaluation form, from which the overall ranking of Proposals is compiled. Evaluation forms may be submitted at or subsequent to the Evaluation Committee meeting. If it is determined that it will assist the committee's evaluation for some or all Respondents to make an oral presentation, such presentations will be scheduled at City Hall or via teleconference or video conference. Following the evaluation process, contract negotiations will commence with the Respondent submitting the highest-ranked Proposal. If negotiations fail with the highest-ranked Respondent, negotiations will proceed with the next highest-ranked Respondent, and so forth.
All Respondents will be notified in writing of the committee's intended recommendation to the City Manager regarding award of the Agreement. Alternatively, the committee may elect to submit the final ranking to the City Manager for approval prior to commencement of negotiations and, upon approval of the ranking of Proposals, commence negotiations and execute an agreement without further action by the City Manager. All Respondents will then be notified in writing of the committee's intended award of the Agreement.

The Agreement will be awarded to the Respondent having the highest ranked Proposal, which successfully concludes negotiations with the City (the "Successful Respondent"). The Agreement may be modified based on the City's acceptance of any alternatives listed in the Proposal that the City deems in its best interest.

If two or more Proposals are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with Section 287.087, F.S., *via* the Drug-Free Workplace Form; or (2) by lot.

The City reserves the right to award the Agreement to the next highest ranked and available Respondent in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within ninety (90) days of the effective date.

All Respondents will be notified of the City's intent to award or decision to award the Agreement. For the purpose of filing a protest under Section 120.57(3), F.S., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

EVALUATION CRITERIA			
Category	**Weight**	**Score**	**Total**
1. Firm Qualifications and Experience	25%		
2. Similar Projects	30%		
3. Project Approach	20%		
4. Price Proposal/Fee Schedule (Attachment F). The Respondent whose proposal is the lowest will received a score of 10. All other proposals will be scored proportionately.	25%		
5. Additional Information	0		
TOTAL	100%		

Evaluation Rating Scale - 1 through 10:
More than adequate .....8 - 10
Adequate .....5 - 7
Less than adequate.....1 - 4
Not covered in proposal 0

19. EXECUTION OF AGREEMENT

Submittal of a Proposal binds the Successful Respondents to perform the Work upon acceptance of the Proposal and execution of the Agreement by the City. The City anticipates that federal funds may be used to fund all or a portion of the Agreement. Federal requirements applicable to the Successful Respondent are attached to the Agreement.

Unless all Proposals are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the City within ten (10) days of the date of receipt, along with the following:

a. A performance and payment bond (if applicable);
b. A completed Internal Revenue Service Form W-9;

c. Satisfactory evidence of all required insurance coverage;
d. Proof satisfactory to the City of the authority of the person or persons executing the Agreement on behalf of Respondent;
e. All other information and documentation required by the Agreement.

The City will not execute the Agreement until the above documents have been executed and delivered to the City. The Agreement will not be binding until executed by the City. A copy of the fully executed Agreement will be delivered to the Successful Respondent. The City reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondents to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the City so elects, for the recommended award to be annulled. In such event, the City will be entitled to the full amount of the Proposal guaranty, not as a penalty, but in liquidation of and compensation for damages sustained.

20. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the drawings and other contract documents related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its Proposal. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any City officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

21. DIVERSITY

The City is committed to the opportunity for diversity in the award and performance of all procurement activities. The City encourages its Prime Respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The City will assist Respondents by sharing information on W/MBEs to encourage their participation.

22. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with Sections 287.133 and 287.134, F.S., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform

work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

23. FLORIDA SALES TAX

The City is exempt from payment of State of Florida sales tax pursuant to Section 212.08(6), F.S. Any tangible personal property that is the subject of this Request for Proposals is intended to remain tangible personal property and not become part of a public work owned by the City.

24. NOTICES AND SERVICES THEREOF

The City will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at www.demandstar.com. Onvia DemandStar may also be accessed through the City's web site at www.citystaug.com.

Notices that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to Section 120.57(3), F.S., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.

As a courtesy to Respondents, the City may send copies of the notices of intended agency decisions *via* e-mail or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

25. PROTEST PROCEDURES

A. Who May File A Protest:

Any actual or prospective bidder, proposer, offeror or contractor who is aggrieved in connection with a solicitation or award of bid or contract may file a protest with the Director of General Services. Protests relating to cancellation of invitations to bid and protests relating to the rejection of all bids are not permitted.

B. Time for Filing:

If a protest is submitted by a prospective or actual bidder, it must be filed within three (3) business days after such aggrieved person knew or should have known of the facts giving rise thereto, provided the bid award or contract has not been approved by the City Commission, or the contract has not been fully executed if City Commission approval is not necessary. A protest is deemed filed when received by the Director of General Services.

C. Form of Protest:

A protest must be in writing and filed with the Director of General Services, Post Office Box 210, St. Augustine, FL 32085-0210. A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the

protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant.

D. Procedures:

1) Any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, associated with this solicitation, shall file a Notice of Protest within three (3) business days after receipt of this solicitation. The protester shall also file with the Director of General Services a Formal Written Protest within 10 days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.

2) No additional time shall be added for mailing. All filings shall be received by the Director of General Services at the City of St. Augustine, Post Office Box 210, St. Augustine, Florida 32085 within the prescribed time periods. The City shall not accept as filed any electronically transmitted facsimile pleadings, petitions, notice of protests or other documents. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.

3) Any person adversely affected by a City decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, shall file a Notice of Protest within three (3) business days after receipt of the decision or intended decision. The protester shall also file with the Director of General Services a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.

4) No additional time shall be added for mailing. All filings shall be addressed to and received by the Director of General Services at City Hall in St. Augustine, Florida within the prescribed time periods. Failure to file a protest within the time prescribed the protest procedures shall constitute a waiver of protest proceedings.

FORMS

PROPOSAL FORM

(This form must be completed and included in proposal submittal under TAB 1 or the Proposal will be determined to be Non-Responsive)

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this Proposal as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this Proposal or in the Agreement to be entered into; that this Proposal is made without connection with any other person, company, or parties submitting a Proposal; and that this Proposal is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the City that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the Proposal opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its Proposal is accepted, Respondent shall contract with the City in the form of the attached Agreement, and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance.

Acknowledgment is hereby made of the following addenda (identified by number) received:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Firm name: _____

Signature: _____

Date: _____

COST SCHEDULE

(This form must be completed and included in proposal submittal under TAB 4 or the Proposal will be determined to be Non-Responsive)

Proposals are due by 2:00 P.M. EDT ON MARCH 30, 2021.

Proposals to be opened at 2:15 P.M. EDT ON MARCH 30, 2021.

To: CITY OF ST. AUGUSTINE

In accordance with the advertisement requesting Proposals for video surveillance and access control security system installation, maintenance, repairs and upgrades, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule (fill in all blanks).

The City expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the City.

Respondents are reminded to refer to "PREPARATION AND ORGANIZATION OF PROPOSAL DOCUMENTS" for information to be included with the Proposal package.

I HEREBY ACKNOWLEDGE, as Respondent's authorized representative that I have fully read and understand all terms and conditions as set forth in this Proposal and upon award of such Proposal, shall fully comply with such terms and conditions.

_____
Date

_____
Respondent (firm name)

_____
Address

_____
E-mail address

_____ _____
Signature Telephone number

_____ _____
Typed name and title Fax number

COST SCHEDULE (Continued)

Labor Hours Cost Schedule Standard/Normal Hours	
Description	**Hourly Rate**
Project Management	$
Installation Technician	$
Installation Technician (Helper)	$
Application Engineer	$
Draftsman/CADD Technician	$
Clerical (O&M Documentation)	$
Other (Please explain)	$
Labor Hours Cost Schedule Over Time/After Hours	
Project Management	$
Installation Technician	$
Installation Technician (Helper)	$
Application Engineer	$
Draftsman/CADD Technician	$
Clerical (O&M Documentation)	$
Other (Please explain)	$

Miscellaneous Parts and Materials	
Description	**Percentage Discount**
All Parts and Materials	_____%

PROPOSED SUBCONTRACTORS

(This form must be completed and included in proposal submittal under TAB 1 or the Proposal will be determined to be Non-Responsive)

1. Name and address of subcontractor: _____

   _____

   Description of work: _____

   _____

   Estimated value of Work: _____

2. Name and address of subcontractor: _____

   _____

   Description of work: _____

   _____

   Estimated value of Work: _____

3. Name and address of subcontractor: _____

   _____

   Description of work: _____

   _____

   Estimated value of Work: _____

4. Name and address of subcontractor: _____

   _____

   Description of work: _____

   _____

   Estimated value of Work: _____

5. Name and address of subcontractor: _____

   _____

   Description of work: _____

   _____

   Estimated value of Work: _____

CERTIFICATE AS TO CORPORATION

(This form must be completed and included in proposal submittal under TAB 1 or the Proposal will be determined to be Non-Responsive)

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Request for Proposals and perform all work and furnish materials and equipment required under the Agreement, and is authorized to do business in the State of Florida.

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

_____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing Proposal as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

_____

_____

_____

_____

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

_____

_____

_____

If applicable, attach a copy of a certificate to do business in the State of Florida, or a copy of the application that has been accepted by the State of Florida to do business in the State of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS

(This form must be completed and included in proposal submittal under TAB 1 or the Proposal will be determined to be Non-Responsive)

STATE OF _____

COUNTY OF _____

I, the undersigned, _____, being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of: _____, the Respondent that has submitted the attached Proposal.

2. The attached Proposal is genuine. It is not a collusive or sham Proposal.

3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached Proposal.

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

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

6. No official or other officer or employee of the City, whose salary or compensation is payable in whole or in part by the City, is directly or indirectly interested in this Proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the City.

Signature:_____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 ___.

Notary Public, State of _____ at Large
My commission expires:
(SEAL)

QUALIFICATIONS - GENERAL

(This form must be completed and included in proposal submittal under TAB 1 or the Proposal will be determined to be Non-Responsive)

As part of the Proposal, Respondent shall complete the following so that the City can determine Respondent's ability, experience, and facilities for performing the Work.

Name of Respondent: _____

Respondent's tax identification No.: _____

Year company was organized/formed: _____

Number of years Respondent has been engaged in business under the present firm or trade name: _____

Total number of years Respondent has experience in similar work described in Item 8 of the Instructions to Respondents: _____

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

_____
_____
_____
_____

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this Proposal or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

_____
_____
_____
_____

Describe the background/experience of the person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this Proposal. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

_____
_____
_____
_____

QUALIFICATIONS – SIMILAR PROJECTS

(This form must be completed and included in proposal submittal under TAB 2 or the Proposal will be determined to be Non-Responsive)

Respondent must have completed at least three (3) similar projects, as described in Item 8a of the Instructions to Respondents, in the past five (5) years by the individual, firm, or project manager assigned to the project. Each project shall have had a project value of at least $20,000.00. (Add additional sheet for optional additional completed projects.)

Completed Project #1:

Agency/company: _____
Current contact person at agency/company: _____
Telephone: _____ Fax: _____ E-mail: _____
Address of agency/company: _____
Name of project: _____
Description: _____
_____
_____
_____
Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)
Name(s) of assigned personnel:
Project manager: _____
Others: _____
_____

Completed Project #2:

Agency/company: _____
Current contact person at agency/company: _____
Telephone: _____ Fax: _____ E-mail: _____
Address of agency/company: _____
Name of project: _____
Description: _____
_____
_____
_____
Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)
Name(s) of assigned personnel:
Project manager: _____
Others: _____
_____

QUALIFICATIONS — SIMILAR PROJECTS (Continued)

Completed Project #3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

_____

_____

_____

Project value: _____ Start date: _____ Completion date: _____

(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

_____

DRUG-FREE WORKPLACE FORM (Submitted under TAB 1)

The Respondent, (business name) _____, in accordance with Section 287.087, F.S., hereby certifies that Respondent does the following:

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

2. Notifies employees, via the statement specified in paragraph 1, above, that, as a condition of working on the contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893, F.S. or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

3. Gives each employee engaged in providing the contractual services that are under Proposal a copy of the statement specified in paragraph 1, above.

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

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

5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, F.S.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

By: _____

Title_____

Date: _____

NO RESPONSE FORM

CITY OF ST. AUGUSTINE
VIDEO SURVEILANCE AND ACCESS CONTROL SECURITY SYSTEM INSTALLATION, MAINTENANCE, REPAIRS AND UPGRADES
PROPOSAL NUMBER PW2021-10

Your reasons for not responding to this Request for Proposals are valuable to the City of St. Augustine's procurement process. Please complete this form and return it to the Division of Purchasing no later than the date set for receipt of Proposals. Thank you for your cooperation.

Please check (as applicable):

__ Specifications too "general" (explain below)

__ Insufficient time to respond to the Request for Proposals

__ Do not provide this type of work for this project

__ Schedule would not permit us to perform

__ Unable to meet Request for Proposal specifications

__ Specifications unclear (explain below)

__ Disagree with solicitation or Agreement terms and conditions (explain below)

___ Other (specify below)

Remarks: _____

_____

_____

_____

_____

_____
DATE

_____
RESPONDENT (FIRM NAME)

_____
ADDRESS

_____
E-MAIL ADDRESS

_____ _____
SIGNATURE TYPED NAME AND TITLE

_____ _____
TELEPHONE NUMBER FAX NUMBER

SOLICITATION RESPONSE IDENTIFICATION LABEL

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

If you are hand-delivering a solicitation, a time/date stamp is available in the General Services Department. The solicitation submittal envelope or package and label will be date stamped by a receptionist who will notify the appropriate Procurement staff. A record of all deliveries and delivery times will be documented in the General Services Department and such record will be retained by Procurement Services.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR SOLICITATION REPLY ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

SEALED PROPOSAL*DO NOT OPEN*** SEALED PROPOSAL****DO NOT OPEN***		
SOLICITATION NUMBER	**RFP-PW2021-10**	
SOLICITATION TITLE	**Video Surveillance and Access Control Security System Installation, Maintenance, Repairs and Upgrades**	
PROCUREMENT CONTACT	Sharon Whitener, CPPO	
DUE DATE	**March 30, 2021**	**TIME: 2:00 P.M. EDT**
RESPONDENT TO PROVIDE /COMPLETE INFORMATION BELOW		
FROM FIRM NAME		
FIRM ADDRESS		
CITY, STATE, ZIP		

DELIVER TO THE CITY OF ST. AUGUSTINE GENERAL SERVICES DEPARTMENT
75 King Street
Lobby D, 4th Floor
St. Augustine, Florida 32084

Proposals may not be delivered to any other City office location. It is RESPONDENT'S responsibility to ensure that the proposal is received in the General Services Department by the stated date and time. Any proposal received after this date and time will not be accepted or considered.

GENERAL SERVICES AGREEMENT
BETWEEN THE
CITY OF ST. AUGUSTINE
AND XXXX FOR VIDEO SURVEILLANCE, ACCESS CONTROL SECURITY AND PARKING SYSTEM INSTALLATION, MAINTENANCE, REPAIRS AND UPGRADES

THIS AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE ("the City"), whose address is P. O. Box 210, St. Augustine, Florida 32085-0210, and ("Contractor"), whose address is XXXXX, , . All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, the covenants and conditions of this Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, Contractor agrees to furnish and deliver all materials and perform all services and labor required for ("the Work"). In accordance with RFP #PW2021-10, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for proposals; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) proposal submittals; and (5) this Agreement, including the Scope of Work, Specifications, General Conditions and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the terms of this Agreement shall prevail unless the referenced attachment is a requirement pursuant to grant funding. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 - 4). The parties hereby agree to the following terms and conditions.

1. TERM OF AGREEMENT

(a) The term of this Agreement shall run from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive termination or expiration of this Agreement.

(b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.

(c) **Completion Date**. The Completion Date of this Agreement is September 30, 2026, unless extended by mutual written agreement of the parties. The Completion Date for specific work orders shall be the time for completion stated in the work order, which shall be agreed upon by both parties.

(d) This Agreement may be renewed by mutual and written consent of each party for no more than a total of five (5) consecutive years.

2. COMMENCEMENT OF WORK

(a) Contractor shall commence the Work within fourteen (14) days of issuance of a Work Order by the City.

This date shall be known as the "Commencement Date." Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Scope of Work and the time for completion stated therein.

Contractor shall not commence the Work until any required submittals are received and approved.

3. DELIVERABLES

(a) The Work is specified in the Scope of Work, Exhibit A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The City's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

(b) If not otherwise addressed in the Scope of Work and/or Specifications, upon written request, Contractor shall submit written progress reports to the City's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the City. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

4. OWNERSHIP OF DELIVERABLES

All deliverables, including Work not accepted by the City, are City property when Contractor has received compensation therefor, in whole or in part. Any City source documents or other City or non-City documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Scope of Work, are City property and shall be safeguarded and provided to the City upon request. City plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the City upon request. This obligation shall survive termination or expiration of this Agreement.

5. FUNDING OF AGREEMENT

(a) For satisfactory performance of the Work, the City agrees to pay Contractor [a sum not to exceed] [$_] (the "Total Compensation"). The compensation for each Work Order shall be set forth in the Work Order and billed in accordance with the terms of the Work Order.

(b) **Annual budgetary limitation**. For multi-fiscal year agreements, the City must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Scope of Work, Exhibit A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Contractor anticipates that expenditures will exceed the budgeted amount during any fiscal year, Contractor shall promptly notify the City's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the City to receive this request is August 1 of the then-current fiscal year. The City may in its sole discretion prepare a City Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. PAYMENT OF INVOICES

(a) Contractor shall submit monthly itemized invoices by one of the following two methods: (1) by mail to the City of St. Augustine, Financial Management, P. O. Box 210, St. Augustine, FL 32085-0210, or (2) by e-mail to purchasing@citystaug.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.

7. CONTRACT PAYMENT AND COMPLIANCE WITH THE LOCAL GOVERNMENT PROMPT PAYMENT ACT FOR NON-CONSTRUCTION SERVICES.

(a) All invoices shall include the following information: (1) City contract number; (2) City encumbrance number; (3) City work-order number, if applicable; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) City Project Manager or Work Order Manager, if applicable; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Specification and Conditions; for work-orders, see special requirements under WORK ORDERS); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within twenty (20) business days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.

(b) In order to comply with the provisions of the Florida Local Government Prompt Payment Act, the City designates the following as its Agent:

1. Reuben C. Franklin, Jr., P.E.
   City of St. Augustine
   P.O. Box 210
   St. Augustine, FL 32085-0210
   904-209-4279 (office)
   904-209-4286 (fax)
   Email: rfranklin@citystaug.com

2. The City's Agent is required to review invoices or payment requests prior to processing for payment. The time at which payment is due for a purchase other than construction services by a local governmental entity must be calculated from:

3. The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity after approval by the governing body, if required; or

4. If a proper invoice is not received by the local governmental entity, the date:

   (a) On which delivery of personal property is accepted by the local governmental entity;
   (b) On which services are completed;
   (c) On which the rental period begins; or
   (d) On which the local governmental entity and vendor agree in a contract that provides dates relative to payment periods; whichever date is latest.

(e) Payments. The City shall pay Contractor one hundred percent (100%) of each approved invoice.

6. COST OF LIVING INCREASES A Consumer Price Index ("CPI") – based Cost Schedule increase may be requested in writing no later than three months before the contract renewal date. The increase will be limited to the Unadjusted percentage change for All Urban Consumers, not to exceed five percent, for the twelve-month timeframe beginning three months before the contract renewal date. Example: Contract expiration September 30, the CPI will be based on the June index.

7. PAYMENT AND RELEASE Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the City arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.

8. INDEMNIFICATION Contractor shall indemnify and hold harmless, release, and forever discharge the City, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its employees or sub-contractors, in the performance of the Work and resulting from damages to property, personal injury, or loss of life.

9. INSURANCE AND PERMITS. Contractor shall acquire and maintain, at its own expense, all permits and licenses required by law and shall maintain the same in full force and effect. Contractor is responsible for conformance with all State and Federal regulations and requirements. City of St. Augustine permit fees shall be waived.

Contractor shall provide all insurance required by Exhibit B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the City as per Exhibit B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the City to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and City insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.

10. FUNDING CONTINGENCY. This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Contractor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

11. PROJECT MANAGEMENT AND PERSONNEL

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national

overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

CITY	CONTRACTOR
Reuben C. Franklin, Jr., P.E., Project Manager City of St. Augustine P.O. Box 210 St. Augustine, Florida 32085-0210 904-209-4279 (office) 904-209-4286 (fax) E-mail: rfranklin@citystaug.com	, Project Manager E-mail:

(b) The City's Project Manager shall have sole and complete responsibility for transmitting instructions, receiving information, and communicating City policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. For Work Order-based contracts, the City may designate a "Work Order Manager" on the Work Order, who will serve as the Project Manager for that Work Order and shall have the same responsibilities as the City's Project Manager. The City's Project Manager may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. The City's Project Manager and, as appropriate, other City employees, shall meet with Contractor when necessary in the City's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.

(c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress a competent superintendent, satisfactory to the City. The superintendent shall not be changed except with the City's consent, unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor's Project Manager. All directions given to him shall be as binding as if given to Contractor. If the City produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the City's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The City may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.

(d) Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

12. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

(a) **Pre-work Conference.** Within ten (10) days after execution of this Agreement, Contractor shall schedule a pre-work conference with the City's Project Manager to discuss scheduling and other matters. Contractor shall provide a work plan for the City's approval not fewer than five (5) days

prior to the pre-work conference. The City shall have ten (10) days to review the work plan. Not less than five (5) days prior to the pre-work conference, Contractor shall provide the City a list of each subcontract exceeding ten percent (10%) of the Total Compensation. The list shall include: (1) name, address, contract, phone number and email address of subcontractor, (2) description of subcontract work, and (3) estimated value of work.

(b) **Progress Reports**. Contractor shall provide to the City the project schedule and update/status reports as provided in the Scope of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by City's Project Manager and Contractor, and may include emails, memos, and letters.

(c) **Daily Reporting.** The City may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall be completed for each day any Work is performed until the project is accepted by the City. Completed forms shall be submitted to the City's Project Manager or other authorized representative by 9:00 a.m. of the following day.

(d) **Progress Meetings.** The City may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the City. In such event, Contractor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.

(e) **Failure to Meet Schedule.** If progress of the Work falls five percent (5%) or more behind schedule, except as a result of City-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent (10%) or more behind schedule, the City may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

13. FORCE MAJEURE; DELAYS

(a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The City is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.

(b) **Delay.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the City in writing of the delay, which shall provide: (1) a detailed

description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional delay incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay**. If the delay is due to the failure of another City contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the City, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

14. MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

(a) **Modification of Specifications.** No oral agreement or conversation with any officer, agent, or employee of the City after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the City. The presence or absence of a City inspector shall not relieve Contractor from any requirements of this Agreement.

(b) **Change Orders**

(i) The City may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the City Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the City Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.

(ii) For any Change Order requests submitted by Contractor, the City may determine that City instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.

(c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the City may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency change in the Work, Contractor shall provide the City with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the City constitutes a waiver of any right to an extension of time or increase in compensation**. Within fifteen (15) days after receipt of Contractor's estimate, the parties shall negotiate a Change

Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

15. TERMINATION AND SUSPENSION

(a) **City Termination for Cause.** The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, or (9) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the City. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.

(b) **City Termination for Convenience.** Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

(c) **City Suspension for Cause.** The City may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The City may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.

(d) **City Suspension for Convenience.** The City may direct Contractor to stop Work, in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the City's objectives. The City shall provide Contractor not fewer than five (5) days written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.

(e) **Contractor's Right to Stop Work or Terminate Agreement**

(i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide the City not fewer than seven (7) days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.

(ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not fewer than three months; (2) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide not fewer than twenty (20) days written notice of its intention to terminate and afford the City the opportunity to cure said deficiency within said time period.

(iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

16. NO ASSIGNMENT. The Contractor may not assign this Contract without the advance written approval of the City. For the purposes of this paragraph, assignment shall be interpreted to include any transfer of more than fifty (50%) percent of the ownership interests of the Contractor whether or not the Contractor is a sole proprietorship, partnership, corporation, limited liability company, limited partnership or any other business, organization or entity.

17. COMPLIANCE WITH PUBLIC RECORDS ACT

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

Telephone:	(904) 825-1007
Email:	recordsrequest@citystaug.com
Mailing Address:	City of St. Augustine Darlene Galambos, City Clerk Public Records Custodian P.O. Box 210 St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the City to perform the Work.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.
7. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.

18. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing in this agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, F.S., nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the City as provided in Section 768.28, F.S.

19. ASSIGNMENT AND SUBCONTRACTS

(a) Contractor shall not sublet, assign, or transfer any Work involving more than fifteen percent (15%) of the total cost of the Work, or assign any monies due hereunder, without the City's prior written consent. As soon as practicable after signing this Agreement, but not fewer than seven (7) business days prior to the effective date of any subcontracts, Contractor shall notify the City's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five (5) business days, after the City receipt of said notification, the City shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither City approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the City. Contractor shall be allowed a maximum 10% markup of their subcontractor's work for oversight and management.

(b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the City harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

20. AUDIT; ACCESS TO RECORDS. Until the expiration of three (3) years after expenditure of funds hereunder, the City or its duly authorized representatives shall have access to examine any of

Contractor's books and other records involving transactions related to this Agreement. Contractor shall preserve all such records for a period of not fewer than three (3) years. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon audit examination. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Contractor will provide proper facilities for access to and inspection of all required records.

21. CIVIL RIGHTS. Pursuant to Chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

22. COORDINATION WITH THE CITY AND OTHER CITY CONTRACTORS

(a) The City may let other contracts in connection with the Work. Wherever work done by the City or another City contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the City so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the City or other City contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Scope of Work. Contractor shall perform its Work in the proper sequence in relation to that of other City contractors, as may be directed by the City. Contractor shall afford other City contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead it's want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other City contractors.

(b) If any part of the Work depends for proper execution or results upon the work of other City contractors, Contractor shall inspect and promptly report any defects in the other contractor's work that render it unsuitable for Contractor's Work. **Failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractor's work after execution of the Work.**

23. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

(a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

(b) It is the City's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the City's Project Manager and communicate such questions or issues in writing when required by this Agreement. The City shall respond through its Project Manager.

24. DISPUTE RESOLUTION.

(a) **During the course of work**. In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of

any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the City's Project Manager no later than fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the Office of the City Manager, which shall issue a written decision within fifteen (15) calendar days of receipt. This determination shall constitute final action of the City and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**

(b) **Invoices**. In the event the City rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the City in writing within ten (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the City Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the Office of the City Manager. The matter shall then proceed as described in subsection (a), above.

25. DIVERSITY REPORTING. The City is committed to the opportunity for diversity in its procurement activities, and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The City will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

26. DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS

(a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the City has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.

(b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the City in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The City shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.

(c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the City in writing, which shall be promptly verified by the City. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

27. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be in a court of competent jurisdiction located in St. Johns County; (2) venue for any federal legal proceeding shall be in the federal court for the Middle District of Florida, Jacksonville Division; (3) each party shall bear its own attorney's fees, including appeals; (4) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

28. INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING. Contractor certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, F.S., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to Section 216.347, F.S., monies received from the City pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

29. INDEPENDENT CONTRACTOR. Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the City. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor, wage and hour and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; and (6) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the City provides training, equipment, materials, or facilities to meet specific City needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

30. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and

may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 F.S., for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

31. RELEASE OF INFORMATION. Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior City review and written consent.

32. REMEDIES FOR NON-PERFORMANCE

(a) **City Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the City may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the City may terminate this Agreement for cause. Alternatively, the City may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through City action or that of a third party. Delay or failure by the City to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the City's rights or remedies for any subsequent breach of this Agreement.

(b) **Contractor Correction of Deficiencies.** The City shall provide Contractor with written notice of deficiency. At the City's sole judgment and discretion, the City may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the City pursuing alternative remedies, as provided herein.

(c) **Alternative Remedies to Correct Deficiency.** If the City determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the City may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of City employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.

(d) **City Technical Assistance.** The City may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the City is performing a function that Contractor is required to perform, the City may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the City shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the City determines that such assistance is necessary to complete the Work.

33. ROYALTIES AND PATENTS. Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the City harmless from loss on account thereof; provided, however, that the City shall be responsible for any such losses when the utilization of a

particular process or product of a particular manufacturer is specified by the City. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the City.

34. SAFETY. For any Work that is to be performed on premises that are owned or controlled by the City (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to City property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the City. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

35. SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTIONS

(a) **Surveys.** When necessary to performance of the Work, unless otherwise provided in the Scope of Work, the City will furnish horizontal and vertical control necessary to lay out the Work, including horizontal reference point(s) and a vertical control benchmark within 200 feet of the site. The City will set the horizontal reference point(s) and vertical control only at the beginning of the job. Contractor is responsible for interim staking during the job and all staking and layout work not otherwise furnished by the City. Contractor shall furnish all construction layout of the Work, including layout, centerline, and grade stakes for access roadways. Contractor shall furnish all personnel, equipment, and materials to make such surveys as are necessary to determine the quantity of Work performed. Field notes and computations for estimates shall be verified by the City's Project Manager as to the quantities estimated.

(b) **Preservation of Monuments.** Contractor shall maintain and preserve all new and existing benchmarks, monuments, markers, reference points, and stakes established by others and/or the City. Should any of the aforesaid be destroyed or damaged by Contractor, the same shall be replaced by Contractor's licensed land surveyor at no cost to the City. Contractor shall be responsible for the cost of any deficiencies in the Work caused by such loss or disturbance.

(c) **Points and Instructions.** Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. Contractor shall not proceed until it has made a timely request to the City for, and has received, such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.

36. USE OF COMPLETED PORTIONS OF THE WORK. The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

37. WARRANTY

(a) Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of twelve (12) months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for twelve (12) months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

(b) In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the City may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the City for all expenses reasonably incurred in performing such corrective action.

38. WORK ORDERS

(a) The City reserves the right to award Work Orders based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of each Work Order. The City may, at its sole discretion, request a "not to exceed" cost for any Work Order as a method of determining award. The City makes no guarantees of any amount of work to be awarded under the Agreement. The City reserves the right to directly purchase and provide to Contractor all or part of the equipment or materials to be incorporated in the Work.

(b) Contractor shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within fourteen (14) days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the City's Project Manager or Work Order Manager and subject to the other terms of this Agreement. The Contractor must agree to the terms of the Work Order. Commencement of Work pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as **Exhibit C**.

(c) **Type of Work Order**. When services are needed, the City and Contractor shall agree upon the type of Work Order and the specifics of the Work Order.

(i) Generally, a time and materials Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other physical conditions, or other aspects of the Work cannot be accurately defined. This often results in work being modified in the field by the City. Identification of the Work involved is typically concept level drawings with minimal details. The Work Order will describe the general nature of the Work, including specific deliverables, if applicable, along with the total number of hours, days, or weeks estimated for each task; the materials to be incorporated into

the work, and the total authorized expenditure amount. If deliverables are specified and materials, equipment, or sub-contractors are necessary to complete the Work, the Work Order shall specify the estimated costs thereof. The City must approve the hiring of sub-contractors in order to ensure they are qualified to perform the Work and have been competitively procured. The Contractor is compensated for equipment and labor based upon the unit costs of this Agreement, and "Other Direct Costs" as defined in sub-paragraph (d)(iv), below. Invoices must be documented as to the number of hours worked and equipment and materials used sufficient for City audit in accordance with the unit costs of this Agreement and the Work Order. The City reserves the right to determine the means and methods of performing the Work and supplying materials.

(ii) A fixed-price Work Order is issued when the extent and cost of the Work is agreed upon. It will describe with specificity the location, quantity, work limits, timeframes, deliverables, progress payments (if any), total cost, and any other matters pertaining to the Work. The fixed price includes all applicable permits, bonds, labor, equipment, supplies, project support, overhead and materials necessary to complete the Work. It is used when the scope of work can be clearly determined, such as when detailed design drawings and/or specifications and supporting documents are available and site conditions are known. It may include a detailed schedule of values, construction schedule, and any other necessary documents.

(iii) A time and materials with not-to-exceed amount Work Order is utilized when a not-to-exceed cost is agreed upon for a time and materials Work Order. All of the terms of a time and materials Work Order apply, subject to the not-to-exceed amount. In addition, the deliverables must be described with the specificity of a fixed price Work Order.

(d) **Additional Provisions Applicable to Time and Materials and Time and Materials with Not-to-Exceed Work Orders.**

(i) **Additional equipment and services**.

a. The City may issue a Work Order requiring the use of additional or specialized equipment not identified in the unit costs of the Agreement. The cost of such equipment may be identified separately and included in the specific Work Order to which it applies, or the Agreement may be amended through a Change Order with an amended cost schedule that includes such equipment. If deliverables are specified and sub-contractors are necessary to complete the Work, the Work Order shall specify the costs of the materials, equipment, and sub-contractors.

b. After a Work Order is issued, the City may require the use of material, equipment and/or subcontracted services not included in the original Work Order. A Change Order will be issued if the cost exceeds the "not to exceed" amount of the Work Order, or if the additional cost exceeds $100,000.

c. If due to an emergency, the City determines that material, equipment and/or subcontracted services that were not included in the original Work Order are required, the City may authorize procurement thereof in a manner that most efficiently and effectively minimizes public risk and economic loss.

(ii) **Equipment substitution**. No provision hereof prohibits substitution of rented or leased equipment for unit cost equipment under the Agreement, or addition of rented or leased equipment

not included in the Work Order or cost estimates, provided any such substitution or addition complies with the competitive procurement provisions of this paragraph and has been approved in advance in writing by the City. Should the Work require the use of individual equipment for longer than 30 days or 30 hours per week, the City may compare equipment weekly or monthly rental rates on the open market with the rates in the Cost Schedule and require Contractor to rent the equipment on the open market if the cost is lower than the Cost Schedule. The City will reimburse Contractor this rental cost (with allowable percentage markup in the Cost Schedule) plus the hourly rate for operator with fuel and operation and maintenance.

(iii) **Other Direct Costs.**

a. Subject to prior written City approval, the City will reimburse Contractor for materials purchased by Contractor and incorporated into the Work, non-contract equipment, leases/rentals, subcontract work, bonds, and permits obtained by Contractor, including applicable sales tax ("Other Direct Costs"), plus the allowable percentage markup in the Cost Schedule, provided Contractor adheres to the following the competitive procedures:

- Cost is $2,500.01 - $15,000 – three documented quotes – oral, written, or on line; or a written explanation to City Purchasing Manager and approval from the City's Purchasing Manager for not receiving three quotes.
- Cost is greater than $15,000 – at least three written quotes, reviewed and approved by City procurement staff, or a written explanation to and approval from the City's Purchasing Manager for not receiving three quotes.
- Documentation of solicitations where cost exceeds $2,500 shall be submitted with the Contractor's cost estimate. If a cost exceeds $15,000, documentation shall include a complete bidders list and the request for quotes that was sent to each prospective bidder.

b. Temporary facilities and temporary use materials required for erosion control and dewatering operations may be considered as Other Direct Costs upon approval by the City.

c. Only equipment or materials that are incorporated into the Work and contracted services directly related to the Work qualify for compensation as Other Direct Costs. Compensation shall not be provided for any other costs associated with the Work not identified on the Cost Schedule or Work Order.

(iv) The City reserves the right to reject any proposed subcontractors.

(e) **Invoicing.** In addition to the general provisions in **PAYMENT OF INVOICES**, supporting documentation shall include:

(i) **Time and Material Work Orders:** (hourly billing for labor and/or equipment and materials):
a. Name of employee and/or type of equipment
b. Employee position title/job classification (if applicable)
c. Hours worked and/or equipment utilized on a daily basis, as documented by Contractor's Daily Record of Hours, signed by Contractor and City staff (attached hereto as revised by the City from time to time).
d. The approved charge rate for each classification of Contractor employee and/or equipment included in Cost Schedule, Exhibit C and/or the Work Order authorizing the Work. In the absence of an individual rate in the Cost Schedule, the Contractor employee's general classification rate may be utilized.

e. If billed for use of equipment not in the Cost Schedule, documentation of prior authorization for equipment used, including cost and estimated quantities.
f. Documentation of any required competitive procurement for equipment, subcontractors, or materials.
g. Contractor's notarized affidavit shall be provided with the first invoice for those Work Orders not requiring a Payment Bond, stating that payment of subcontractors and materialmen shall be made pursuant to Section 218.735, F.S.
h. Proof of payment of subcontractors and materialmen for which Contractor has already received payment from the City. Proof may be in the form of (1) a cancelled check; (2) a receipt marked paid by subcontractor or materialman; (3) a waiver of claim executed by the subcontractor or materialman; (4) Contractor's sworn affidavit that all subcontractors and materialmen for which payment has been received from the City have been paid by the Contractor; or (5) any other form that has been pre-approved in writing by the City. For the final invoice purposes, proof of payment must be submitted not only as to amounts previously paid by the City, but also as to amounts included in the final invoice.
i. A copy of the original vendor invoice(s) for Other Direct Costs. Altered or amended vendor invoices shall be rejected. If a vendor's invoice is from a supplier other than the one providing the lowest quote, Contractor shall explain the reason for not using the lowest cost supplier. The City reserves the right to reduce the amount reimbursed if a competitive market analysis clearly demonstrates that the invoice exceeds market value. In no event shall Contractor charge the City for any subcontractor's work that exceeds the approved Cost Schedule.
j. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE sub-contractors or suppliers are used, so indicate.
k. Contractor may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information provided from Contractor's payroll or other records as supporting backup material.

(ii) **Fixed Price Work Orders**:
a. Description of the Work that has been completed in accordance with the progress/payment schedule of the Scope of Work for the Work Order.
b. Certification that the Work for which payment is requested has been completed in accordance with the Scope of Work for the Work Order, in a format approved by the City Project Manager.
c. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
d. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE sub-contractors or suppliers are used, so indicate.

iii. **Time and Materials with Not-to-Exceed Work Orders**:
a. Description and certification of completion of the work as described above for Fixed Price Work Orders.
b. Hourly billing information for Time and Materials Work Orders, as described above.
c. Proof of payment of subcontractors and materialmen as described above for Time and Materials Work Orders.

39. WORK SCHEDULE. For construction or other services upon City property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the City Project Manager. Unless otherwise approved by the City Project Manager, Contractor's work hours on City property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests

to change the schedule shall be coordinated with the City a minimum of 24 hours in advance of the change and confirmed in writing.

40. CONTRACT INTERPRETATION. In the event of a conflict between the terms of this Agreement and the General Conditions, the term of the General Conditions shall prevail.

41. ENTIRE AGREEMENT. The terms of this Agreement supersede any and all prior or contemporaneous understandings, agreements and representations and constitute the final and complete understandings of the parties.

ADDITIONAL PROVISIONS
(In Alphabetical Order)

DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the City and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "contract" and "Agreement" are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BID: The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

BID BOND: The security furnished with a Bid to guarantee that Respondent will enter into a contract and execute, deliver, and perform all other obligations described in the Invitation for Bids if Contractor receives a Notice of Intent to Award the contract from the City.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Scope of Work or the Total Compensation or provide for an extension of time.

COMMENCEMENT DATE: The date upon which the Work is authorized to proceed.

COMPLETION DATE: The date by which the Work is required to be completed.

CONTRACTOR: Contractor, its officers, employees, agents, successors, and assigns.

CONTRACTOR's PROJECT MANAGER: The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

CONTRACTOR's SUPERINTENDENT: Contractor's representative who is present during the progress of the Work and authorized to receive and fulfill instructions from the Contractor's Project Manager or the City.

CPM or CRITICAL PATH METHOD: The use of calculated task duration with no regard for probabilities. A path has no float and is the longest path through the project. A critical path encompasses those project activities that are crucial and cannot be shifted, having calculated task duration. They are the important activities driving the project. Float belongs to the City.

DAY: Each day shown on the calendar.

DELIVERABLES: All Work that is to be performed pursuant to the Scope of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

CITY: The City of St. Augustine, its Commission, officers, agents, and employees.

CITY'S PROJECT MANAGER: The City employee designated by the City to be responsible for overall coordination, oversight, and management of the Work for the City.

CITY'S SUPPLEMENTAL INSTRUCTION: Instructions issued by the City's Project Manager to make minor changes in the Work not affecting the Total Compensation or the Completion Date, and consistent with the purpose of the Work.

FINAL RELEASE OF LIENS: The instrument that is to be signed by Contractor and submitted to the City upon completion of the Work showing that all bills from subcontractors have been paid.

INSPECTOR: The City's Project Manager or an authorized representative of the City who is assigned to inspect the Work.

PERFORMANCE AND PAYMENT BOND: The security furnished by Contractor and surety in either the form provided or in a form approved by the City as a guarantee that Contractor will perform all of its contractual obligations in accordance with the terms of the Agreement and pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

PRINCIPAL: When used in a Bid, Performance and Payment Bond, the word "principal" means the same as the word "Contractor."

REQUEST FOR BIDS: An advertised solicitation for sealed competitive Bids, with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of Bids, and all contractual terms and conditions.

RESPONDENT: Any person who submits a Bid in response to a Request for Bids or a proposal in response to a Request for Proposals.

SCOPE OF WORK: The City's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SUBCONTRACTORS: Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

SURETY: The entity bound by a bond to be liable for Contractor's satisfactory performance of the Work and payment of all debts pertaining thereto.

TOTAL BID: The total cost to be paid to Contractor for completion of the Work.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

****To be used for corporations**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first above written.

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

_____
Darlene Galambos, City Clerk

By: _____

Printed Name: _____

(SEAL)

Title: _____

Date: _____

ATTEST:

CONTRACTOR

_____
Corporate Secretary
(SEAL)

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Isabelle C. Lopez, City Attorney

Exhibit A: Scope of Work/Technical Specifications
Exhibit B: Insurance Requirements
Exhibit C: Work Order Authorization (sample)
Exhibit D: Cost Schedule
Attachment #1: Federal Uniform guidance Procurement Rules
Attachment #2: Additional Requirements
Attachment #3: Davis-Bacon Wage Decisions

****To be used for LLC and Individual**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first above written.

CITY OF ST. AUGUSTINE,
FLORIDA a municipal corporation

ATTEST:

Name: _____
City Clerk

By: _____

Printed Name: _____

(SEAL)

Title: _____

Date: _____

CONTRACTOR

Signed, sealed and delivered
in the presence of:

_____
Witness

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

_____
Witness

Date: _____

Printed Name: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Isabelle C. Lopez, City Attorney

Exhibit A: Scope of Work/Technical Specifications
Exhibit B: Insurance Requirements
Exhibit C: Work Order Authorization (sample)
Exhibit D: Cost Schedule
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Attachment #2: Additional Requirements
Attachment #3: Davis-Bacon Wage Decisions

EXHIBIT A– SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A. Objective:

It is the intent of the City of St. Augustine to contract with a qualified Contractor for various installation, maintenance, repairs and upgrades to the City's physical and electronic Genetec™-based security, video surveillance, access control system and municipal parking systems. The Contractor shall furnish all parts, materials, equipment, labor and supervision as necessary to install, construct, maintain, calibrate, refurbish and replace any components or security system projects associated with the City's Genetec™ security systems. The Contractor shall also supply technical and programming services to maintain and optimize various security databases and systems associated with the City's electronic security, video surveillance, access control system and municipal parking systems citywide.

B. Scope of Work:

1. *Repairs / Corrective Maintenance*: In the event of equipment failure, the Contractor will provide the supervision, labor, and equipment necessary to return the affected system(s) to normal operation. The Contractor will also provide the necessary replacement materials and parts. The Contractor is expected to respond 24 hours a day, seven days a week, and to be on-site with a trained technician within two (2) hours after being notified of emergency need or within two (2) business days for non-emergency needs in accordance with the terms of this Contract.
2. *Preventive Maintenance:* The Contractor will perform inspections, cleaning, performance checks, and consumable replenishment or replacement, and system calibrations. The Contractor will provide a breakdown of recommended preventive maintenance activities and schedule for the City's approval.
3. *Renewal and Replacement:* If, as a result of either corrective or preventive maintenance, the Contractor discovers deficiencies, and the correction or resolution of such deficiencies requires a level of effort or expenditure beyond the tasks specified and authorized in the Work Order, the Contractor shall submit to the City a proposal for the additional work necessary.
4. *Provision of Material and Parts:* The Contractor is expected to provide the necessary materials and replacement parts for both corrective and preventive maintenance. The City may, at its option, provide parts and consumables for Contractor installation.
5. *Asset Inventory and Database:* The Contractor will create and maintain, in a format acceptable to the City, a database of all equipment (including recommended spare parts) covered by this Contract. Definitions, identification conventions, and an initial list of security system components will be provided to the City; the Contractor will verify all asset data provided to the City and confirm its accuracy. The Contractor is also expected to add to, delete from, or modify any security system asset data provided by the City. All replaced equipment will be entered into the database. The database will remain the property of the City.
6. The Contractor shall assist in design, document review, construct, furnish and install all security control and associated equipment as specified to perform the intended function on an as-required basis. Work shall include the following: all labor, materials, and equipment to complete the specifications; manufacturing and factory tests; delivery to the site; programming; interfacing with all existing alarm, access control, video, and security systems; calibration; installation; system start-up services; training; and incidentals required to completely furnish and install security equipment at City facilities as designated.
7. The Contractor shall supply technical and programming services as required to troubleshoot and optimize the City's existing alarm, access control, video surveillance and municipal parking systems. These services shall be charged on an hourly basis per the price schedule.
8. The Contractor shall provide detailed documentation and diagrams to the City when installing a new system or significantly altering an existing one. The documentation requirements will be

agreed upon with the City per project.

9. Programming services shall include alarm, access control, video surveillance equipment and systems programming, municipal parking systems, software maintenance and data backups. The hourly rates for these services shall include all application and documentation files being supplied to the City on electronic media. All Contractor supplied programming services and applications turned over to or installed in the City's systems shall become property of the City.
10. The Contractor shall provide technical support such as cost estimates, recommend actions of repair versus replacement, life expectancy, and maintenance recommendations at no additional costs to the City.
11. The Contractor shall supply technical telephone support services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, as required. At the start of each telephone support session, the Contractor shall assign a "Case Number" and log the start time and completion time.
12. The Contractor shall provide Vulnerability Assessments on new and existing facilities per Homeland Security. These services shall be provided as Security Consultant Services.

C. <u>Security:</u>

The following security guidelines must be followed as part of this Agreement:

1. All posted facility security requirements will be maintained at all times.
2. Failure to comply with any security requirement may result in the worker(s) removal from any City facility.
3. It is at the CITY'S sole discretion to remove personnel and/or to disallow their entry, at any time, with no cost or penalty to the CITY.
4. The Contractor's employees must wear easily identifiable company uniforms (i.e. logo shirts).
   a. NO shorts
   b. NO sleeveless shirts
   c. Objectionable Tattoo's (determined at the City's sole discretion) must be covered or the person may be denied entry.
5. All CONTRACTOR'S personnel will carry a current legal photo Identification card (such as a US State issued Driver's License) **and** a Contractor issued photo Identification card.
   a. These must be presented immediately upon the request of the City.
   b. A refusal to show identification will result in denied access, and/or the immediate escort and removal from City property. That action may further result in their clearances being permanently revoked.
6. All personnel affiliated with the Contractor who may be tasked with entering City facilities covered by this contract agreement may be required to complete a **background investigation**. Individuals must submit their information at the Contract initiation, or at least 48 hours prior to requiring entry. These persons include, but are not limited to:
   a. Service Technicians, apprentices and helpers
   b. Supervisors
   c. Managers
   d. Company/Corporate Officers
   e. Owners
   f. Volunteers
   g. Contract Employees
   h. Subcontractors
   i. Consultants
7. The depth of these investigations will vary by each facility's level of security access and will be detailed by the City's Project Manager or their designee upon the award of an Agreement. The City commonly uses, but does not limit itself to the following resources:
   a. FDLE - (Florida Department of Law Enforcement)

b. JIS - (Judicial Inquiry System)
c. FCIC - (Florida Crime Information Center)
d. NCIC - (National Crime Information Center)
e. FDOH - (Florida Department of Health)
f. FDOC - (Florida Department of Corrections)
g. JLA - (Jessica Lunsford Act)
h. CJIS - (Criminal Justice Information Services)
i. CJNet - (Criminal Justice Network)
j. DAVID - (Driver And Vehicle Information Database)

8. Any persons found guilty of a Felony charge within the last twenty (20) years from the date of the background investigation may be denied access into any City facility.
   a. Any persons found guilty of Misdemeanor charges will not immediately be refused entry. The City will undertake an additional case-by case review and the individual may be approved access depending on the specific charge, quantity and severity of the misdemeanors.
   b. Any persons who have been arrested, brought to any City or St. Johns County facility, classified and housed anywhere in the City or St. Johns County within the last ten (10) years will be denied.
9. Any Contractor personnel who will have continuous access to any City facility or have the ability to view or access sensitive information within these facilities will need to be fingerprinted in addition to having their background check conducted.
10. The initial cost at contract start-up will be covered by the City, any subsequent investigations, at any time, for any reason, may be at the cost of the Contractor.
11. Only the personnel who pass the background investigations will be approved and authorized to access restricted City facilities.
12. City facilities that may mandate background investigations are:
    a. City Hall
    b. Financial Services
    c. Police Department
    d. Fire Departments
    e. Water Treatment Plant
    f. Waste Water Treatment Plant
    g. Fleet and Utilities Buildings
    h. Solid Waste Building
13. NOTE: The level of security and the requirement of a background investigation may be updated at any time, at the discretion of the City.

D. **<u>Response Time</u>**:

1. The Contractor must provide service twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days a year, including weekends and holidays.
2. Emergency Response Services:
   a. Upon notification, the Contractor must respond with a knowledgeable trained technician to the City site within two (2) hours of notification for critical emergency service.
3. Non-Emergency Services:
   a. Upon notification, the Contractor must respond with a knowledgeable trained technician to the City site within two (2) business days of notification for non-critical non-emergency service.
4. For all Contractor-installed systems, the Contractor must maintain an inventory of commonly used or restricted availability parts and provide delivery within two (2) hours for inoperable systems or within five (5) business days for non-emergency needs. Any exceptions must be approved and agreed upon with the City.
5. For all non-Contractor installed systems the Contractor must provide evidence of part order

placement and an estimated time of arrival (ETA) on delivery of the parts within forty-eight (48) hours after receiving the Work Order. After delivery of parts, installation must be completed within two (2) hours for inoperable systems or within five (5) business days for non-emergency needs.

6. The Contractor shall provide the services of a professional answering service or dispatcher service for non-normal business hours contact.

E. Hours of Work:

1. **Normal Business Hours –** Normal Business hours are between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, excluding City holidays. Worked performed during these hours will be billed as "**Straight Time Hours"** work. The Contractor is expected to perform work during these hours unless approved in advance and in writing by the City's Project Manager or designee.
   a. Work scheduled in advance to be performed after Normal Business Hours shall be charged as "Straight Time Hours" work.
2. **After Hours –** After Hours are between the hours of 5:01 P.M. to 6:59 A.M. or on Saturday or Sunday or on City holidays. Work performed during these hours, including Emergency Work, will be billed as "**Over-Time Hours**" work. Work cannot be performed during these time frames unless approved in advance by the City's Project Manager or designee.
3. **Emergency Call Out:** Emergency Call Outs shall be charged at the "**Over-Time Hours**" rate, unless the Emergency Call out takes place during Normal Business Hours.
4. The City reserves the right to negotiate the hourly charge for work that starts during the Normal Business Hours but is completed within two hours after the start of After Hours.
5. No work may be performed on City holidays or after normal business hours without prior written authorization by the City's Project Manager or designee.

F. Project Proposals/Estimates:

1. For each project, the Contractor shall submit a complete written estimate prior to initiation of any work.
2. The written estimate shall include the scope of work to be performed, estimated cost of labor, including estimated hours and positions, and a list of parts and materials to be used. The project requestor shall evaluate the estimates and, if found acceptable, shall provide written authorization in the form of a Work Order prior to the Contractor proceeding with the work.
3. No work is to be performed without a valid Work Order issued by the City.
4. The City shall not honor any unauthorized charges.

G. Permits:

1. The Contractor shall be responsible to apply for and obtain all permits required to complete the assigned projects.
2. Charges for permits fees shall be reimbursed at cost and shall not be marked up.
3. The Contractor shall provide supporting documentation of all permit fee charges.

H. Travel Time Expenses: The Contractor's time will start on the job site. Any travel time expenses to and from the job site will be borne by The Contractor and will not be reimbursed by the City.

I. Workmanship and Inspection:

1. The Contractor shall employ professional, qualified, and responsible service technicians to perform the work. The Contractor is expected to employ service technicians trained in the

maintenance and installation of the specific types of equipment used in the City's video and security systems.

2. The City may, in writing, require the Contractor to remove any employee from a jobsite that the City deems incompetent or careless.
3. The City will make inspections at our discretion of the work performed under the contract.
4. Any inspection by the City does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.
5. All deficiencies noted during an inspection will be corrected by the Contractor at no additional cost to the City.
6. If the Contractor fails to correct the defects within seven (7) days, the City will be entitled to have such work remedied by other sources and the Contractor may be fully liable for all costs and expenses reasonably incurred by the City.

J. Emergency Services:

1. Emergency Services are those services initiated during non-normal business hours and/or requiring priority response. Emergency Service shall be billed at the scheduled hourly rates plus emergency service multiplier. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.
2. Normal Business Hours under this agreement are Monday through Friday, 6:00 A.M. through 6:00 P.M., excluding published City holidays.
3. It is understood the Contractor shall have personnel available twenty-four (24) hours a day, seven (7) days a week throughout the term of the resulting agreement.
4. The Contractor shall maintain a twenty-four (24) hour, three hundred sixty-five (365) day answering service for incoming service calls. All service calls shall be logged and the log shall be submitted to the City on a monthly basis.
5. Repeated failure to meet established response times will be considered as grounds to terminate this agreement.

K. Additional Obligations of the Contractor:

During the performance of work pursuant to this Contract, the Contractor will:

1. Supervise and direct all work, in accordance with industry standards and any applicable manufacturer's instructions and may not in any way void a manufacturer's warranty.
2. Be responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Services.
3. Provide an adequate number of skilled workers who are thoroughly trained and experienced in providing the services that are the subject of this specification.
4. Be responsible to the City for the acts and omissions of their employees, subcontractors and their agents and employees, and all other persons performing any of the work as specified herein.
5. Assign a Project/Contract Manager who will have full authority to act on behalf of the Contractor on all matters relating to daily operation of the contract.
6. Provide the City with a monthly schedule for all planned work and reschedule such work when notified by the City that the work cannot be performed at that time. The Contractor will not be compensated if work cannot be performed due to foreseeable circumstances.
7. Maintain a neat and clean workspace both during and after the performance of work. All trash will be removed from the site and deposited as appropriate. Any fireproofing, caulking or other materials that must be removed for the installation or performance of maintenance will be reinstalled or repaired as appropriate. Ensure that necessary markings are installed where appropriate to identify new circuits, cables, or equipment as applicable.
8. Maintain documentation of all work performed under this Contract on forms provided or ap-

proved by the City. All such documentation will become the property of the City upon termination of this Contract. Invoices submitted by the Contractor will not be approved for payment unless written documentation of all work for which the Contractor seeks payment are attached. At the minimum, documentation will include:

a. Contractor name, complete address, and contact information.
b. Date, time, and location of site visit
c. Reason for site visit
d. Brief description of work performed or accomplished.
e. Any observed deficiencies or operational issues and recommendations for resolution
f. Required or recommended follow-up
g. Parts and/or consumables used.
h. Labor hours
i. Participating Contractor personnel
j. City Work Order number
k. Approval by Contractor Operations Manager

All work performed will be certified as complete by the project requestor or delegated evaluator prior to payment of the invoice.

L. Site Clean-Up and Waste:

1. The Contractor will, at all times, keep the adjacent areas of the job site free from accumulation of waste materials or rubbish caused by their operations.
2. The Contractor shall maintain a neat and clean workspace both during and after the performance of work. All trash will be removed from the site and deposited as appropriate.
3. Any fireproofing, caulking or other materials that must be removed for the installation or performance of maintenance will be re-installed or repaired as appropriate.
4. Ensure that necessary markings are installed where appropriate to identify new circuits, cables, or equipment as applicable.
5. The Contractor will remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition.
6. The Contractor will **not** use trash receptacles on the City's premises without authorization.
7. All waste materials associated with these services will be handled in accordance with all federal, state and local regulations.

M. Warranty

All projects and work performed under this agreement shall have a minimum twenty-four (24) month parts and labor warranty. Should the manufacturer's warranties exceed twenty-four (24) months, the manufacturers' warranty shall prevail with only the Contractor's normal labor rates being charged after the initial twenty-four (24) month period.

N. Re-Repair Services.

The Contractor shall monitor, track and identify services that require re-repair. The Contractor shall not include the costs of such repairs in their monthly statement.

O. Parts and Materials.

1. The Contractor shall bill the City for all parts and materials based on a discount off Manufacturer Suggested Retail Price (MSRP), based on a published catalog.
2. The Contractor shall provide to the City semi-annually, at a minimum, a copy of the published catalog documenting MSRP.

3. The Discount provided shall be an established minimum. The City reserves the right to negotiate the Discount on large project, when in the best interest of the City.
4. When providing both Proposals and Invoices, the Contractor shall note on the documentation the MSRP cost and the resulting price after applying the Discount.

P. Subcontractor Costs.

1. **The Contractor is required, and must be able to perform, fifty-one percent (51%) of the work described herein without the use of subcontractors.**
2. Should the Contractor require the services of a subcontractor, the services and subcontractor's pricing must be detailed on the invoice submitted to the City (with back-up receipts and documentation).
3. The City will pay the Contractor for the sub-contracted services at the Contractors cost, as a reimbursement.
4. The Contractor is responsible for all payments to their subcontractors.
5. The Contractor assumes all liability and is solely responsible for ALL subcontractor work and actions.
6. The use of subcontractors must be approved in advance by the City. The City will have full discretion over whether the Contractor may or may not utilize a subcontractor.

Q. Equipment Rentals.

1. Should the Contractor require the use of equipment, such as specialty and heavy equipment, the rental of such equipment and pricing must be detailed on the invoice submitted to the City (with back-up receipts and documentation).
2. The City will pay the Contractor for the rental of equipment the Contractors cost, as a reimbursement.
3. The Contractor is responsible for all payments for equipment rental.
4. If the Contractor currently owns the equipment they wish to use, the maximum they can charge for equipment rental is the published rental costs they have for regular customers.
5. The Contractor assumes all liability and is solely responsible for ALL equipment rentals they obtain.
6. The use of rental equipment must be approved in advance by the City.

R. Annual Maintenance and Support (SMA).

1. The Contractor, as a system integrator, shall provide to the City access to all Genetec™ maintenance and support programs.

EXHIBIT B - INSURANCE REQUIREMENTS

At a minimum, Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the City of St. Augustine ("City") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the City no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

(a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.

(b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than $1,000,000/$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.

(c) **Automobile Liability.** Minimum limits of $100,000/$300,000/$50,000

**If applicable, the following additional coverage may be required, depending upon the nature of the Work.

(**) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction**.**

(**) **Maritime Workers' Compensation** insurance may be required if the work involves maritime activities, such as underwater diving, or work adjacent to navigable waters.

(**) **Watercraft Liability**. $300,000 for bodily injury and property damage.

(**) **Pollution/Environmental Impairment Liability Coverage**. Not less than $500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.

(**) **Professional Liability**. (Per claim) $500,000 single limits.

EXHIBIT C – SAMPLE WORK ORDER
WORK ORDER AUTHORIZATION

Contract Number:_____ **Contract Name: _____**

Work Order Number: _____ **Project Name:_____**

Encumbrance Number: _____

Work Order Amount: _____

To: _____
_____
_____
_____

From: _____, Project Manager

Work Order Manager:
Name: _____
Phone: **_____**
Email: _____

Description of Work: All work shall be accomplished in accordance with the attached Scope of Work, Exhibit "A" – Scope of Work. Invoices shall reference the Contract Number, Work Order Number and Encumbrance number; include the information required; and be submitted to the Project Manager.

Special note:_____

Commencement Date: Work is authorized to proceed on (enter date or use the following) on the date this Work Order is executed by the City. **Commencement of the work authorized herein prior to execution of this Work Order by Contractor constitutes acceptance of all terms and conditions of this Work Order.** Payment will not be made until this Work Order has been signed by Contractor and received by the City.

Completion Date: All work pursuant to this Work Order shall be completed by (Completion Date). The Completion Date, if extended pursuant to the above-referenced contract governing this Work Order, shall not be extended beyond the current City fiscal year, ending on September 30, 20 .

_____ _____
Department Director Date

_____ _____
Contractor Date

EXHIBIT D – COST SCHEDULE
(to be include after award)

ATTACHMENT #1

FEDERAL UNIFORM GUIDANCE PROCUREMENT RULES

Funding may, in whole or in part, for this Project is through a Public Assistance grant from FEMA and therefore all provisions of 2 CFR *§§* 200.317 through 200.326 under the Uniform Administrative Requirements ("Uniform Rules") apply to this Project.

Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR *§§* 200.317 through 200.326 under the Uniform Administrative Requirements. Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR *§§* 200.317 through 200.326 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal Law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR *§§* 200.317 through 200.326. The contractor hereby certifies that they will comply with all applicable federal laws, regulations, and FEMA policies, procedures and directives if applicable.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold ($150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

a. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors 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, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient 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. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.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.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the

clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor 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 (1) of this section, in the sum of $10 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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 contractor or subcontractor 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 contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act & Federal Water Pollution Control Act

Clean Air Act

(1)The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor 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).

(2) The contractor 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.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor 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 (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2C.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."

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors 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.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. 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 an 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.

2. 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 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*.,
apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

10. Procurement of Recovered Materials

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

b. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm."

11. Additional FEMA Requirements

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

12. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

13. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

ATTACHMENT #2 - ADDITIONAL REQUIREMENTS

1. Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)

I. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

II. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(a) If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
iii. 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;
iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
v. 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; and
vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

(b) The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

(c) The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

(d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

ATTACHMENT #3 – DAVIS-BACON WAGE DECISIONS

City of St. Augustine, Florida

ADDENDUM NO. 1

RFP NO. PW2021-10
VIDEO SURVEILLANCE, ACCESS CONTROL SECURITY AND PARKING SYSTEM INSTALLATION, MAINTENANCE , REPAIRS AND UPGRADES

Date: March 16, 2021

To: All Prospective Respondents and Others Concerned

Subject: Addendum No. 1 to Proposal Documents

This addendum is hereby incorporated into the Proposal documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~strikethrough~~.

The Respondent shall acknowledge receipt of this addendum by completion of the acknowledgement form in the solicitation document. Acknowledgement must be completed and included with the Submittal Package.

The Proposal documents for the subject project are hereby amended as follows:

RESPONSES TO PROPOSER'S QUESTIONS:

Q1. The minimum qualifications required g, h, and i (below). We are a local Genetec certified partner out of Jacksonville and usually do not see this as a requirement for this type of bid. Are these requirements actually needed as it would exclude a majority of the Genetec partners in the area?

g. Respondents must be a Florida Certified Electrical Contractor and must submit a copy of their State of Florida Department of Business and Professional Regulation certificate with their proposal.
h. Respondents must be a Florida Certified General Contractor and must submit a copy of their State of Florida Department of Business and Professional Regulation certificate with their proposal.
i. Respondents shall have and maintain, on staff, a minimum of one (1) employee that is BISCI Registered Communications Distribution Designer (RCDD).

A1. Yes. These requirements are needed.

Q2. Will the City accept substitutions for the manufacturer?

A2. No.

Q3. Would the City be interested in seeing what Motorola/Avigilon has to offer?

A3. No. The City plans to continue with Genetec and currently are not interested in other systems.

Q4. Will the City consider a separate proposal broken out from the RFP for the Video Surveillance System only, for a competitive alternative product?

A4. No. The City plans to continue with Genetec equipment and currently are not interested in other systems.

All other terms and conditions of the original Request for Proposal documents that have been changed by prior Addendum remain the same.

Sharon Whitener

Sharon Whitener, CPPO
Procurement Manager

City of St. Augustine, Florida

ADDENDUM NO. 2

RFP NO. PW2021-10
VIDEO SURVEILLANCE, ACCESS CONTROL SECURITY AND PARKING SYSTEM INSTALLATION, MAINTENANCE , REPAIRS AND UPGRADES

Date: March 25, 2021

To: All Prospective Respondents and Others Concerned

Subject: Addendum No. 2 to Proposal Documents

This addendum is hereby incorporated into the Proposal documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~strikethrough~~.

The Respondent shall acknowledge receipt of this addendum by completion of the acknowledgement form in the solicitation document. Acknowledgement must be completed and included with the Submittal Package.

The Proposal documents for the subject project are hereby amended as follows:

RESPONSES TO PROPOSER'S QUESTIONS:

Q1. Can you provide a list of sites and a list of equipment at each site?
A1. *1 Cordova Street (Parking Garage), St. Augustine – Seven (7) Exterior Fixed SharpV cameras w/ AutoVu / Security Center and Patroller Software.

***Two (2) vehicles (Toyota Prius) outfitted with AutoVU SharpX University Dual kits.**

***75 King Street (City Hall), St. Augustine – Access management system utilizing Security Center software.**

Q2. Are we able to walk the sites prior to submitting the RFP response?
A2. No.

Q3. Is remote access available to support general services?
A4. Yes.

Q4. In Section B Item #2, Preventative Maintenance, is the City looking for a fixed price on preventative maintenance or will that work be done under time and material?

A4. Time and material.

Q5. In Section B Item #5, Asset Inventory Data Base, it states, "an initial list of security system components will be provided to the City;" should that read provided by the City?

A5. Yes. See A1.

Q6. In Section B Item #7, can you provide equipment detail by Municipal Parking site?

A6. Yes. See A1.

Q7. Normal working hours is listed twice with conflicting times. Which is correct? Section E #1 listed as 7:00AM-5:00PM or Section J #2 listed as 6:00AM -6:00PM?

A7. 7:00AM-5:00PM

Q8. In Section R, what is the current Genetec version, and are the SSA's to be included as part of this RFP or price annually separately?

A8. Genetec Security Center Version 5.7 SR2. The SSA's are to be priced annually separately.

Q9. Warranty on Page 45 in Section 37 indicates 12 months, however on Page 59 in Exhibit A Section M states 24. Can you please provide clarification?

A9. 12 months.

All other terms and conditions of the original Request for Proposal documents that have been changed by prior Addendum remain the same.

Sharon Whitener

Sharon Whitener, CPPO
Procurement Manager



CITY OF ST AUGUSTINE EST. 1565

NOTICE OF INTENDED DECISION

DATE: April 6, 2021

TO: All Respondents
Request for Proposal #PW2021-10 for Video Surveillance and Access Control Security and Parking System Installation, Maintenance, Repairs and Upgrades

FROM: Sharon Whitener, CPPO
Procurement Manager

SUBJECT: Notice of Intended Decision

As a result of the above-mentioned Request for Proposals, it will be recommended to City Manager that the award be made as follows:

> Recommend award of #PW2021-10 for Video Surveillance and Access Control Security and Parking System Installation, Maintenance, Repairs and Upgrades to the highest ranked firm: Miller Electric.

Attached please find the Evaluation Summary Sheet, (Attachment #1) and a document entitled "Notice of Rights" (Attachment #2), which describes certain rights you may have in regards to the awarding of this Request for Proposals. You should pay close attention to the time limitations specified in the Notice of Rights.

If you have any questions or comments based on the above recommendation, please contact me at (904) 209-4305 or, via email, at swhitener@citystaug.com .

Enclosures

Attachment 1 - Evaluation Summary Sheet
Attachment 2 – Notice of Rights

ATTACHMENT #1 – EVALUATION SUMMARY SHEET

Evaluation Summary Sheet RFP #PW2021-10 Video Surveillance, Access Control Security and Parking System Installation, Maintenance, Repairs and Upgrades					
Company Name	**CM#1**	**CM#2**	**CM#3**	**Total Points**	**Ordinal Ranking**
Convergint Technologies	7.900	6.150	9.050	23.100	2
Miller Electric	8.250	6.150	8.800	23.200	1

Committee Member #1: Reuben Franklin, Public Works
Committee Member #2: Stephen Lauber, IT
Committee Member #3: Steve Armstrong, Facilities

ATTACHMENT #2 – NOTICE OF RIGHTS

Any person adversely affected by a City decision or intended decision to award a contract, or to reject all bids, proposals or qualifications, must file a Notice of Protest within three (3) business days after receipt of the decision or intended decision.

The protester must also file with the Director of General Services at the City of St. Augustine a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest must state with particularity the facts and law upon which the protest is based.

No additional time will be added for mailing. All filings must be addressed to and RECEIVED by the Director of General Services at the City of St. Augustine, Post Office Box 210, St. Augustine, Florida 32085 within the prescribed time periods. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN THIS NOTICE OF WILL CONSTITUTE A WAIVER OF PROCEEDINGS.

CITY OF
ST AUGUSTINE
EST. 1565
NATION'S OLDEST CITY

April 28, 2021

Miller Electric Company
Attn: Mr. Craig Bowman
6805 Southpoint Parkway
Jacksonville, FL 32216

RE: Agreement for RFP #PW2021-10 Video Surveillance, Access Control Security and Parking System Installation, Maintenance, Repairs and Upgrades

Dear Mr. Bowman:

Accompanying this cover letter for your firm's records is the completely executed Agreement between the City of St. Augustine and Miller Electric Company for RFP #PW2021-10. We look forward to an excellent relationship.

Please feel free to contact me at my office (904) 209-4316 or, via email, at jcollins@citystaug.com if you have any questions.

Sincerely,

Jill C. Collins
Procurement Specialist II

JCC

Enclosure

xc: John P. Regan, City Manager
Meredith L. Breidenstein, Assistant City Manager
Reuben C. Franklin, Jr., Public Works Director
James C. Piggott, General Services Director
File

CITY OF ST AUGUSTINE EST. 1565

NOTICE OF AWARD

TO: Miller Electric Company
Attn: Mr. Robert Andrew Bowman
6805 Southpoint Parkway
Jacksonville, Florida 32216

PROJECT NAME: RFP #PW2021-10
VIDEO SURVEILLANCE, ACCESS CONTROL SECURITY AND PARKING SYSTEM INSTALLATION, MAINTENANCE, REPAIRS AND UPGRADES

The City of St. Augustine, Florida (City) has considered the Proposal submitted by you for the above-described work.

You are hereby notified that your Proposal has been accepted. You are required by the Information to Respondents to execute the Contract Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said City will be entitled to consider all your rights arising out of the City's acceptance of your Proposal as abandoned. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this 12th day of April, 2021.

CITY OF ST. AUGUSTINE, FLORIDA

By: _____
John P. Regan, P.E.
City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

By: _____ this 16th day of April, 2021.

Title: General Counsel & Assistant Secretary

GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF ST. AUGUSTINE AND MILLER ELECTRIC COMPANY FOR VIDEO SURVEILLANCE, ACCESS CONTROL SECURITY AND PARKING SYSTEM INSTALLATION, MAINTENANCE, REPAIRS AND UPGRADES

THIS AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE ("the City"), whose address is P. O. Box 210, St. Augustine, Florida 32085-0210, and MILLER ELECTRIC COMPANY ("Contractor"), whose address is 6805 Southpoint Parkway, Jacksonville, Florida, 32216. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, the covenants and conditions of this Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, Contractor agrees to furnish and deliver all materials and perform all services and labor required for ("the Work"). In accordance with RFP #PW2021-10, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for proposals; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) proposal submittals; and (5) this Agreement, including the Scope of Work, Specifications, General Conditions and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the terms of this Agreement shall prevail unless the referenced attachment is a requirement pursuant to grant funding. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 - 4). The parties hereby agree to the following terms and conditions.

1. TERM OF AGREEMENT

(a) The term of this Agreement shall run from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive termination or expiration of this Agreement.

(b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.

(c) **Completion Date**. The Completion Date of this Agreement is September 30, 2026, unless extended by mutual written agreement of the parties. The Completion Date for specific work orders shall be the time for completion stated in the work order, which shall be agreed upon by both parties.

(d) This Agreement may be renewed by mutual and written consent of each party for no more than a total of five (5) consecutive years.

2. COMMENCEMENT OF WORK

(a) Contractor shall commence the Work within fourteen (14) days of issuance of a Work Order by the City.

This date shall be known as the "Commencement Date." Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use

in accordance with the Scope of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.

3. DELIVERABLES

(a) The Work is specified in the Scope of Work, Exhibit A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The City's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

(b) If not otherwise addressed in the Scope of Work and/or Specifications, upon written request, Contractor shall submit written progress reports to the City's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the City. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

4. OWNERSHIP OF DELIVERABLES

All deliverables, including Work not accepted by the City, are City property when Contractor has received compensation therefor, in whole or in part. Any City source documents or other City or non-City documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Scope of Work, are City property and shall be safeguarded and provided to the City upon request. City plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the City upon request. This obligation shall survive termination or expiration of this Agreement.

5. FUNDING OF AGREEMENT

(a) For satisfactory performance of the Work, the City agrees to pay Contractor [a sum not to exceed] [$_] (the "Total Compensation"). The compensation for each Work Order shall be set forth in the Work Order and billed in accordance with the terms of the Work Order and Cost Schedule, Exhibit D.

(b) **Annual budgetary limitation**. For multi-fiscal year agreements, the City must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Scope of Work, Exhibit A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Contractor anticipates that expenditures will exceed the budgeted amount during any fiscal year, Contractor shall promptly notify the City's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the City to receive this request is August 1 of the then-current fiscal year. The City may in its sole discretion prepare a City Supplemental Instruction Form incorporating the revised work

schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. PAYMENT OF INVOICES

(a) Contractor shall submit monthly itemized invoices by one of the following two methods: (1) by mail to the City of St. Augustine, Financial Management, P. O. Box 210, St. Augustine, FL 32085-0210, or (2) by e-mail to purchasing@citystaug.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.

7. CONTRACT PAYMENT AND COMPLIANCE WITH THE LOCAL GOVERNMENT PROMPT PAYMENT ACT FOR NON-CONSTRUCTION SERVICES.

(a) All invoices shall include the following information: (1) City contract number; (2) City encumbrance number; (3) City work-order number, if applicable; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) City Project Manager or Work Order Manager, if applicable; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Specification and Conditions; for work-orders, see special requirements under WORK ORDERS); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within twenty (20) business days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.

(b) In order to comply with the provisions of the Florida Local Government Prompt Payment Act, the City designates the following as its Agent:

1. Reuben C. Franklin, Jr., P.E.
   City of St. Augustine
   P.O. Box 210
   St. Augustine, FL 32085-0210
   904-209-4279 (office)
   904-209-4286 (fax)
   Email: rfranklin@citystaug.com

2. The City's Agent is required to review invoices or payment requests prior to processing for payment. The time at which payment is due for a purchase other than construction services by a local governmental entity must be calculated from:

3. The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity after approval by the governing body, if required; or

4. If a proper invoice is not received by the local governmental entity, the date:

   (a) On which delivery of personal property is accepted by the local governmental entity;
   (b) On which services are completed;
   (c) On which the rental period begins; or

(d) On which the local governmental entity and vendor agree in a contract that provides dates relative to payment periods; whichever date is latest.
(e) Payments. The City shall pay Contractor one hundred percent (100%) of each approved invoice.

6. **COST OF LIVING INCREASES** A Consumer Price Index ("CPI") – based Cost Schedule increase may be requested in writing no later than three months before the contract renewal date. The increase will be limited to the Unadjusted percentage change for All Urban Consumers, not to exceed five percent, for the twelve-month timeframe beginning three months before the contract renewal date. Example: Contract expiration September 30, the CPI will be based on the June index.

7. **PAYMENT AND RELEASE** Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the City arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.

8. **INDEMNIFICATION** Contractor shall indemnify and hold harmless, release, and forever discharge the City, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its employees or sub-contractors, in the performance of the Work and resulting from damages to property, personal injury, or loss of life.

9. **INSURANCE AND PERMITS.** Contractor shall acquire and maintain, at its own expense, all permits and licenses required by law and shall maintain the same in full force and effect. Contractor is responsible for conformance with all State and Federal regulations and requirements. City of St. Augustine permit fees shall be waived.

   Contractor shall provide all insurance required by Exhibit B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the City as per Exhibit B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the City to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and City insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.

10. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Contractor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

11. **PROJECT MANAGEMENT AND PERSONNEL**

   (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5)

business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

CITY

Reuben C. Franklin, Jr., P.E., Project Manager
City of St. Augustine
P.O. Box 210
St. Augustine, Florida 32085-0210
904-209-4279 (office)
904-209-4286 (fax)
E-mail: rfranklin@citystaug.com

CONTRACTOR

Craig Bowman, Project Manager
Miller Electric Company
6805 Southpoint Parkway
Jacksonville, Florida 32216
904-388-8000 ext. 656 (office)
813-299-3360 (cell)
E-mail: cbowman@mecojax.com

(b) The City's Project Manager shall have sole and complete responsibility for transmitting instructions, receiving information, and communicating City policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. For Work Order-based contracts, the City may designate a "Work Order Manager" on the Work Order, who will serve as the Project Manager for that Work Order and shall have the same responsibilities as the City's Project Manager. The City's Project Manager may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. The City's Project Manager and, as appropriate, other City employees, shall meet with Contractor when necessary in the City's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.

(c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress a competent superintendent, satisfactory to the City. The superintendent shall not be changed except with the City's consent, unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor's Project Manager. All directions given to him shall be as binding as if given to Contractor. If the City produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the City's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The City may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.

(d) Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

12. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

(a) **Pre-work Conference.** Within ten (10) days after execution of this Agreement, Contractor shall schedule a pre-work conference with the City's Project Manager to discuss scheduling and other matters. Contractor shall provide a work plan for the City's approval not fewer than five (5) days prior to the pre-work conference. The City shall have ten (10) days to review the work plan. Not less than five (5) days prior to the pre-work conference, Contractor shall provide the City a list of each subcontract exceeding ten percent (10%) of the Total Compensation. The list shall include: (1) name, address, contract, phone number and email address of subcontractor, (2) description of subcontract work, and (3) estimated value of work.

(b) **Progress Reports**. Contractor shall provide to the City the project schedule and update/status reports as provided in the Scope of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by City's Project Manager and Contractor, and may include emails, memos, and letters.

(c) **Daily Reporting.** The City may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall be completed for each day any Work is performed until the project is accepted by the City. Completed forms shall be submitted to the City's Project Manager or other authorized representative by 9:00 a.m. of the following day.

(d) **Progress Meetings.** The City may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the City. In such event, Contractor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.

(e) **Failure to Meet Schedule.** If progress of the Work falls five percent (5%) or more behind schedule, except as a result of City-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent (10%) or more behind schedule, the City may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

13. FORCE MAJEURE; DELAYS

(a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The City is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.

(b) **Delay.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the City in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional delay incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay**. If the delay is due to the failure of another City contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the City, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

14. MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

(a) **Modification of Specifications.** No oral agreement or conversation with any officer, agent, or employee of the City after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the City. The presence or absence of a City inspector shall not relieve Contractor from any requirements of this Agreement.

(b) **Change Orders**

(i) The City may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the City Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the City Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.

(ii) For any Change Order requests submitted by Contractor, the City may determine that City instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.

(c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the City may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency change in the Work, Contractor shall provide the City with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the City constitutes a waiver of any right to an extension of time or increase in compensation.** Within fifteen (15) days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

15. TERMINATION AND SUSPENSION

(a) **City Termination for Cause.** The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, or (9) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the City. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.

(b) **City Termination for Convenience.** Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

(c) **City Suspension for Cause.** The City may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The City may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.

(d) **City Suspension for Convenience.** The City may direct Contractor to stop Work, in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the City's objectives. The City shall provide Contractor not fewer than five (5) days written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.

(e) **Contractor's Right to Stop Work or Terminate Agreement**

(i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide the City not fewer than seven (7) days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.

(ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not fewer than three months; (2) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide not fewer than twenty (20) days written notice of its intention to terminate and afford the City the opportunity to cure said deficiency within said time period.

(iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

16. **NO ASSIGNMENT.** The Contractor may not assign this Contract without the advance written approval of the City. For the purposes of this paragraph, assignment shall be interpreted to include any transfer of more than fifty (50%) percent of the ownership interests of the Contractor whether or not the Contractor is a sole proprietorship, partnership, corporation, limited liability company, limited partnership or any other business, organization or entity.

17. **COMPLIANCE WITH PUBLIC RECORDS ACT**

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

Telephone:	(904) 825-1007
Email:	recordsrequest@citystaug.com
Mailing Address:	City of St. Augustine Darlene Galambos, City Clerk Public Records Custodian

P.O. Box 210
St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the City to perform the Work.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.
7. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.

18. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing in this agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, F.S., nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the City as provided in Section 768.28, F.S.

19. ASSIGNMENT AND SUBCONTRACTS

(a) Contractor shall not sublet, assign, or transfer any Work involving more than fifteen percent (15%) of the total cost of the Work, or assign any monies due hereunder, without the City's prior written consent. As soon as practicable after signing this Agreement, but not fewer than seven (7) business days prior to the effective date of any subcontracts, Contractor shall notify the City's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five (5) business days, after the City receipt of said notification, the City shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither City approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the City. Contractor shall be allowed a maximum 10% markup of their subcontractor's work for oversight and management.

(b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the City harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

20. AUDIT; ACCESS TO RECORDS. Until the expiration of three (3) years after expenditure of funds hereunder, the City or its duly authorized representatives shall have access to examine any of Contractor's books and other records involving transactions related to this Agreement. Contractor shall preserve all such records for a period of not fewer than three (3) years. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon audit examination. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Contractor will provide proper facilities for access to and inspection of all required records.

21. CIVIL RIGHTS. Pursuant to Chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

22. COORDINATION WITH THE CITY AND OTHER CITY CONTRACTORS

(a) The City may let other contracts in connection with the Work. Wherever work done by the City or another City contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the City so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the City or other City contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Scope of Work. Contractor shall perform its Work in the proper sequence in relation to that of other City contractors, as may be directed by the City. Contractor shall afford other City contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead it's want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other City contractors.

(b) If any part of the Work depends for proper execution or results upon the work of other City contractors, Contractor shall inspect and promptly report any defects in the other contractor's work that render it unsuitable for Contractor's Work. **Failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractor's work after execution of the Work.**

23. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

(a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

(b) It is the City's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions

or issues with the City's Project Manager and communicate such questions or issues in writing when required by this Agreement. The City shall respond through its Project Manager.

24. DISPUTE RESOLUTION.

(a) **During the course of work**. In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the City's Project Manager no later than fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the Office of the City Manager, which shall issue a written decision within fifteen (15) calendar days of receipt. This determination shall constitute final action of the City and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**

(b) **Invoices**. In the event the City rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the City in writing within ten (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the City Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the Office of the City Manager. The matter shall then proceed as described in subsection (a), above.

25. DIVERSITY REPORTING. The City is committed to the opportunity for diversity in its procurement activities, and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The City will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

26. DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS

(a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the City has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.

(b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such

conditions are disturbed, notify the City in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The City shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.

(c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the City in writing, which shall be promptly verified by the City. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

27. **EMPLOYMENT ELIGIBILITY**. Contractor must comply with f.s. 448.095 and use the united states department of homeland security's e-verify system ("e-verify") to verify the employment eligibility of all persons hired by contractor during the term of this agreement to work in Florida. Additionally, if contractor uses subcontractors to perform any portion of the work (under this agreement), contractor must include a requirement in the subcontractor's contract that the subcontractor use e-verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Contractor must include a requirement in the subcontractor's contract that the subcontractor use e-verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding e-verify as well as instructions on enrollment may be found at the e-verify website: **WWW.USCIS.GOV/E-VERIFY.**

28. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be in a court of competent jurisdiction located in St. Johns County; (2) venue for any federal legal proceeding shall be in the federal court for the Middle District of Florida, Jacksonville Division; (3) each party shall bear its own attorney's fees, including appeals; (4) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

29. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, F.S., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to Section 216.347, F.S., monies received from the City pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

30. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the City. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor, wage and hour and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties

include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; and (6) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the City provides training, equipment, materials, or facilities to meet specific City needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

31. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 F.S., for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

32. **RELEASE OF INFORMATION**. Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior City review and written consent.

33. **REMEDIES FOR NON-PERFORMANCE**

(a) **City Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the City may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the City may terminate this Agreement for cause. Alternatively, the City may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through City action or that of a third party. Delay or failure by the City to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the City's rights or remedies for any subsequent breach of this Agreement.

(b) **Contractor Correction of Deficiencies.** The City shall provide Contractor with written notice of deficiency. At the City's sole judgment and discretion, the City may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the City pursuing alternative remedies, as provided herein.

(c) **Alternative Remedies to Correct Deficiency.** If the City determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the City may pursue any or all of the following remedies, in whole or in part: (1)

accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of City employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.

(d) **City Technical Assistance.** The City may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the City is performing a function that Contractor is required to perform, the City may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the City shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the City determines that such assistance is necessary to complete the Work.

34. ROYALTIES AND PATENTS. Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the City harmless from loss on account thereof; provided, however, that the City shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the City. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the City.

35. SAFETY. For any Work that is to be performed on premises that are owned or controlled by the City (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to City property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the City. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

36. SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTIONS

(a) **Surveys.** When necessary to performance of the Work, unless otherwise provided in the Scope of Work, the City will furnish horizontal and vertical control necessary to lay out the Work, including horizontal reference point(s) and a vertical control benchmark within 200 feet of the site. The City will set the horizontal reference point(s) and vertical control only at the beginning of the job. Contractor is responsible for interim staking during the job and all staking and layout work not otherwise furnished by the City. Contractor shall furnish all construction layout of the Work, including layout, centerline, and grade stakes for access roadways. Contractor shall furnish all personnel, equipment, and materials to make such surveys as are necessary to determine the quantity of Work performed. Field notes and computations for estimates shall be verified by the City's Project Manager as to the quantities estimated.

(b) **Preservation of Monuments.** Contractor shall maintain and preserve all new and existing benchmarks, monuments, markers, reference points, and stakes established by others and/or the City. Should any of the aforesaid be destroyed or damaged by Contractor, the same shall be replaced by Contractor's licensed land surveyor at no cost to the City. Contractor shall be responsible for the cost of any deficiencies in the Work caused by such loss or disturbance.

(c) **Points and Instructions.** Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. Contractor shall not proceed until it has made a timely request to the City for, and has received, such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.

37. USE OF COMPLETED PORTIONS OF THE WORK. The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

38. WARRANTY

(a) Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of twelve (12) months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for twelve (12) months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

(b) In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the City may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the City for all expenses reasonably incurred in performing such corrective action.

39. WORK ORDERS

(a) The City reserves the right to award Work Orders based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of each Work Order. The City may, at its sole discretion, request a "not to exceed" cost for any Work Order as a method of determining award. The City makes no guarantees of any amount of work to be awarded under the Agreement. The City reserves the right to directly purchase and provide to Contractor all or part of the equipment or materials to be incorporated in the Work.

(b) Contractor shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within fourteen (14) days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the City's Project Manager or Work Order Manager and subject to the other terms of this Agreement. The Contractor must agree to the terms of the Work Order. Commencement of Work pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as **Exhibit C**.

(c) **Type of Work Order**. When services are needed, the City and Contractor shall agree upon the type of Work Order and the specifics of the Work Order.

(i) Generally, a time and materials Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other physical conditions, or other aspects of the Work cannot be accurately defined. This often results in work being modified in the field by the City. Identification of the Work involved is typically concept level drawings with minimal details. The Work Order will describe the general nature of the Work, including specific deliverables, if applicable, along with the total number of hours, days, or weeks estimated for each task; the materials to be incorporated into the work, and the total authorized expenditure amount. If deliverables are specified and materials, equipment, or sub-contractors are necessary to complete the Work, the Work Order shall specify the estimated costs thereof. The City must approve the hiring of sub-contractors in order to ensure they are qualified to perform the Work and have been competitively procured. The Contractor is compensated for equipment and labor based upon the unit costs of this Agreement, and "Other Direct Costs" as defined in sub-paragraph (d)(iv), below. Invoices must be documented as to the number of hours worked and equipment and materials used sufficient for City audit in accordance with the unit costs of this Agreement and the Work Order. The City reserves the right to determine the means and methods of performing the Work and supplying materials.

(ii) A fixed-price Work Order is issued when the extent and cost of the Work is agreed upon. It will describe with specificity the location, quantity, work limits, timeframes, deliverables, progress payments (if any), total cost, and any other matters pertaining to the Work. The fixed price includes all applicable permits, bonds, labor, equipment, supplies, project support, overhead and materials necessary to complete the Work. It is used when the scope of work can be clearly determined, such as when detailed design drawings and/or specifications and supporting documents are available and site conditions are known. It may include a detailed schedule of values, construction schedule, and any other necessary documents.

(iii) A time and materials with not-to-exceed amount Work Order is utilized when a not-to-exceed cost is agreed upon for a time and materials Work Order. All of the terms of a time and materials Work Order apply, subject to the not-to-exceed amount. In addition, the deliverables must be described with the specificity of a fixed price Work Order.

(d) **Additional Provisions Applicable to Time and Materials and Time and Materials with Not-to-Exceed Work Orders.**

(i) **Additional equipment and services.**

a. The City may issue a Work Order requiring the use of additional or specialized equipment not identified in the unit costs of the Agreement. The cost of such equipment may be identified separately and included in the specific Work Order to which it applies, or the Agreement may be amended through a Change Order with an amended cost schedule that includes such equipment. If deliverables are specified and sub-contractors are necessary to complete the Work, the Work Order shall specify the costs of the materials, equipment, and sub-contractors.

b. After a Work Order is issued, the City may require the use of material, equipment and/or subcontracted services not included in the original Work Order. A Change Order will be issued if the cost exceeds the "not to exceed" amount of the Work Order, or if the additional cost exceeds $100,000.

c. If due to an emergency, the City determines that material, equipment and/or subcontracted services that were not included in the original Work Order are required, the City may authorize procurement thereof in a manner that most efficiently and effectively minimizes public risk and economic loss.

(ii) **Equipment substitution**. No provision hereof prohibits substitution of rented or leased equipment for unit cost equipment under the Agreement, or addition of rented or leased equipment not included in the Work Order or cost estimates, provided any such substitution or addition complies with the competitive procurement provisions of this paragraph and has been approved in advance in writing by the City. Should the Work require the use of individual equipment for longer than 30 days or 30 hours per week, the City may compare equipment weekly or monthly rental rates on the open market with the rates in the Cost Schedule and require Contractor to rent the equipment on the open market if the cost is lower than the Cost Schedule. The City will reimburse Contractor this rental cost (with allowable percentage markup in the Cost Schedule) plus the hourly rate for operator with fuel and operation and maintenance.

(iii) **Other Direct Costs.**

a. Subject to prior written City approval, the City will reimburse Contractor for materials purchased by Contractor and incorporated into the Work, non-contract equipment, leases/rentals, subcontract work, bonds, and permits obtained by Contractor, including applicable sales tax ("Other Direct Costs"), plus the allowable percentage markup in the Cost Schedule, provided Contractor adheres to the following the competitive procedures:

- Cost is $2,500.01 - $15,000 – three documented quotes – oral, written, or on line; or a written explanation to City Purchasing Manager and approval from the City's Purchasing Manager for not receiving three quotes.
- Cost is greater than $15,000 – at least three written quotes, reviewed and approved by City procurement staff, or a written explanation to and approval from the City's Purchasing Manager for not receiving three quotes.
- Documentation of solicitations where cost exceeds $2,500 shall be submitted with the Contractor's cost estimate. If a cost exceeds $15,000, documentation shall include a complete bidders list and the request for quotes that was sent to each prospective bidder.

b. Temporary facilities and temporary use materials required for erosion control and dewatering operations may be considered as Other Direct Costs upon approval by the City.

c. Only equipment or materials that are incorporated into the Work and contracted services directly related to the Work qualify for compensation as Other Direct Costs. Compensation shall not be provided for any other costs associated with the Work not identified on the Cost Schedule or Work Order.

(iv) The City reserves the right to reject any proposed subcontractors.

(e) **Invoicing.** In addition to the general provisions in **PAYMENT OF INVOICES**, supporting documentation shall include:

(i) **Time and Material Work Orders:** (hourly billing for labor and/or equipment and materials):

a. Name of employee and/or type of equipment
b. Employee position title/job classification (if applicable)
c. Hours worked and/or equipment utilized on a daily basis, as documented by Contractor's Daily Record of Hours, signed by Contractor and City staff (attached hereto as revised by the City from time to time).
d. The approved charge rate for each classification of Contractor employee and/or equipment included in Cost Schedule, Exhibit C and/or the Work Order authorizing the Work. In the absence of an individual rate in the Cost Schedule, the Contractor employee's general classification rate may be utilized.
e. If billed for use of equipment not in the Cost Schedule, documentation of prior authorization for equipment used, including cost and estimated quantities.
f. Documentation of any required competitive procurement for equipment, subcontractors, or materials.
g. Contractor's notarized affidavit shall be provided with the first invoice for those Work Orders not requiring a Payment Bond, stating that payment of subcontractors and materialmen shall be made pursuant to Section 218.735, F.S.
h. Proof of payment of subcontractors and materialmen for which Contractor has already received payment from the City. Proof may be in the form of (1) a cancelled check; (2) a receipt marked paid by subcontractor or materialman; (3) a waiver of claim executed by the subcontractor or materialman; (4) Contractor's sworn affidavit that all subcontractors and materialmen for which payment has been received from the City have been paid by the Contractor; or (5) any other form that has been pre-approved in writing by the City. For the final invoice purposes, proof of payment must be submitted not only as to amounts previously paid by the City, but also as to amounts included in the final invoice.
i. A copy of the original vendor invoice(s) for Other Direct Costs. Altered or amended vendor invoices shall be rejected. If a vendor's invoice is from a supplier other than the one providing the lowest quote, Contractor shall explain the reason for not using the lowest cost supplier. The City reserves the right to reduce the amount reimbursed if a competitive market analysis clearly demonstrates that the invoice exceeds market value. In no event shall Contractor charge the City for any subcontractor's work that exceeds the approved Cost Schedule.
j. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE sub-contractors or suppliers are used, so indicate.
k. Contractor may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information provided from Contractor's payroll or other records as supporting backup material.

(ii) **Fixed Price Work Orders**:

a. Description of the Work that has been completed in accordance with the progress/payment schedule of the Scope of Work for the Work Order.
b. Certification that the Work for which payment is requested has been completed in accordance with the Scope of Work for the Work Order, in a format approved by the City Project Manager.
c. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
d. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE sub-contractors or suppliers are used, so indicate.

iii. **Time and Materials with Not-to-Exceed Work Orders**:

a. Description and certification of completion of the work as described above for Fixed Price Work Orders.
b. Hourly billing information for Time and Materials Work Orders, as described above.
c. Proof of payment of subcontractors and materialmen as described above for Time and Materials Work Orders.

40. **WORK SCHEDULE.** For construction or other services upon City property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the City Project Manager. Unless otherwise approved by the City Project Manager, Contractor's work hours on City property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the City a minimum of 24 hours in advance of the change and confirmed in writing.

41. **CONTRACT INTERPRETATION**. In the event of a conflict between the terms of this Agreement and the General Conditions, the term of the General Conditions shall prevail.

42. **ENTIRE AGREEMENT.** The terms of this Agreement supersede any and all prior or contemporaneous understandings, agreements and representations and constitute the final and complete understandings of the parties.

ADDITIONAL PROVISIONS
(In Alphabetical Order)

DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the City and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "contract" and "Agreement" are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BID: The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

BID BOND: The security furnished with a Bid to guarantee that Respondent will enter into a contract and execute, deliver, and perform all other obligations described in the Invitation for Bids if Contractor receives a Notice of Intent to Award the contract from the City.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Scope of Work or the Total Compensation or provide for an extension of time.

COMMENCEMENT DATE: The date upon which the Work is authorized to proceed.

COMPLETION DATE: The date by which the Work is required to be completed.

CONTRACTOR: Contractor, its officers, employees, agents, successors, and assigns.

CONTRACTOR's PROJECT MANAGER: The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

CONTRACTOR's SUPERINTENDENT: Contractor's representative who is present during the progress of the Work and authorized to receive and fulfill instructions from the Contractor's Project Manager or the City.

CPM or CRITICAL PATH METHOD: The use of calculated task duration with no regard for probabilities. A path has no float and is the longest path through the project. A critical path encompasses those project activities that are crucial and cannot be shifted, having calculated task duration. They are the important activities driving the project. Float belongs to the City.

DAY: Each day shown on the calendar.

DELIVERABLES: All Work that is to be performed pursuant to the Scope of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

CITY: The City of St. Augustine, its Commission, officers, agents, and employees.

CITY'S PROJECT MANAGER: The City employee designated by the City to be responsible for overall coordination, oversight, and management of the Work for the City.

CITY'S SUPPLEMENTAL INSTRUCTION: Instructions issued by the City's Project Manager to make minor changes in the Work not affecting the Total Compensation or the Completion Date, and consistent with the purpose of the Work.

FINAL RELEASE OF LIENS: The instrument that is to be signed by Contractor and submitted to the City upon completion of the Work showing that all bills from subcontractors have been paid.

INSPECTOR: The City's Project Manager or an authorized representative of the City who is assigned to inspect the Work.

PERFORMANCE AND PAYMENT BOND: The security furnished by Contractor and surety in either the form provided or in a form approved by the City as a guarantee that Contractor will perform all of its contractual obligations in accordance with the terms of the Agreement and pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

PRINCIPAL: When used in a Bid, Performance and Payment Bond, the word "principal" means the same as the word "Contractor."

REQUEST FOR BIDS: An advertised solicitation for sealed competitive Bids, with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of Bids, and all contractual terms and conditions.

RESPONDENT: Any person who submits a Bid in response to a Request for Bids or a proposal in response to a Request for Proposals.

SCOPE OF WORK: The City's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SUBCONTRACTORS: Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

SURETY: The entity bound by a bond to be liable for Contractor's satisfactory performance of the Work and payment of all debts pertaining thereto.

TOTAL BID: The total cost to be paid to Contractor for completion of the Work.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first above written.

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

By: _____

Printed Name: John P. Regan

Title: City Manager

Date: 4/16/21

ATTEST:

Corporate Secretary
(SEAL)

MILLER ELECTRIC COMPANY

By: _____

Printed Name: James MacDonald

Title: Senior Vice President

Date: 4-16-2021

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez, City Attorney

Exhibit A: Scope of Work/Technical Specifications
Exhibit B: Insurance Requirements
Exhibit C: Work Order Authorization (sample)
Exhibit D: Cost Schedule
Attachment #1: Federal Uniform guidance Procurement Rules
Attachment #2: Additional Requirements
Attachment #3: Davis-Bacon Wage Decisions

EXHIBIT A– SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A. Objective:

It is the intent of the City of St. Augustine to contract with a qualified Contractor for various installation, maintenance, repairs and upgrades to the City's physical and electronic Genetec™-based security, video surveillance, access control system and municipal parking systems. The Contractor shall furnish all parts, materials, equipment, labor and supervision as necessary to install, construct, maintain, calibrate, refurbish and replace any components or security system projects associated with the City's Genetec™ security systems. The Contractor shall also supply technical and programming services to maintain and optimize various security databases and systems associated with the City's electronic security, video surveillance, access control system and municipal parking systems citywide.

B. Scope of Work:

1. *Repairs / Corrective Maintenance*: In the event of equipment failure, the Contractor will provide the supervision, labor, and equipment necessary to return the affected system(s) to normal operation. The Contractor will also provide the necessary replacement materials and parts. The Contractor is expected to respond 24 hours a day, seven days a week, and to be on-site with a trained technician within two (2) hours after being notified of emergency need or within two (2) business days for non-emergency needs in accordance with the terms of this Contract.
2. *Preventive Maintenance:* The Contractor will perform inspections, cleaning, performance checks, and consumable replenishment or replacement, and system calibrations. The Contractor will provide a breakdown of recommended preventive maintenance activities and schedule for the City's approval.
3. *Renewal and Replacement:* If, as a result of either corrective or preventive maintenance, the Contractor discovers deficiencies, and the correction or resolution of such deficiencies requires a level of effort or expenditure beyond the tasks specified and authorized in the Work Order, the Contractor shall submit to the City a proposal for the additional work necessary.
4. *Provision of Material and Parts:* The Contractor is expected to provide the necessary materials and replacement parts for both corrective and preventive maintenance. The City may, at its option, provide parts and consumables for Contractor installation.
5. *Asset Inventory and Database:* The Contractor will create and maintain, in a format acceptable to the City, a database of all equipment (including recommended spare parts) covered by this Contract. Definitions, identification conventions, and an initial list of security system components will be provided to the City; the Contractor will verify all asset data provided to the City and confirm its accuracy. The Contractor is also expected to add to, delete from, or modify any security system asset data provided by the City. All replaced equipment will be entered into the database. The database will remain the property of the City.
6. The Contractor shall assist in design, document review, construct, furnish and install all security control and associated equipment as specified to perform the intended function on an as-required basis. Work shall include the following: all labor, materials, and equipment to complete the specifications; manufacturing and factory tests; delivery to the site; programming; interfacing with all existing alarm, access control, video, and security systems; calibration; installation; system start-up services; training; and incidentals required to completely furnish and install security equipment at City facilities as designated.
7. The Contractor shall supply technical and programming services as required to troubleshoot and optimize the City's existing alarm, access control, video surveillance and municipal parking systems. These services shall be charged on an hourly basis per the price schedule.
8. The Contractor shall provide detailed documentation and diagrams to the City when installing a new system or significantly altering an existing one. The documentation requirements will be

agreed upon with the City per project.

9. Programming services shall include alarm, access control, video surveillance equipment and systems programming, municipal parking systems, software maintenance and data backups. The hourly rates for these services shall include all application and documentation files being supplied to the City on electronic media. All Contractor supplied programming services and applications turned over to or installed in the City's systems shall become property of the City.
10. The Contractor shall provide technical support such as cost estimates, recommend actions of repair versus replacement, life expectancy, and maintenance recommendations at no additional costs to the City.
11. The Contractor shall supply technical telephone support services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, as required. At the start of each telephone support session, the Contractor shall assign a "Case Number" and log the start time and completion time.
12. The Contractor shall provide Vulnerability Assessments on new and existing facilities per Homeland Security. These services shall be provided as Security Consultant Services.

C. **Security:**

The following security guidelines must be followed as part of this Agreement:

1. All posted facility security requirements will be maintained at all times.
2. Failure to comply with any security requirement may result in the worker(s) removal from any City facility.
3. It is at the CITY'S sole discretion to remove personnel and/or to disallow their entry, at any time, with no cost or penalty to the CITY.
4. The Contractor's employees must wear easily identifiable company uniforms (i.e. logo shirts).
   a. NO shorts
   b. NO sleeveless shirts
   c. Objectionable Tattoo's (determined at the City's sole discretion) must be covered or the person may be denied entry.
5. All CONTRACTOR'S personnel will carry a current legal photo Identification card (such as a US State issued Driver's License) **and** a Contractor issued photo Identification card.
   a. These must be presented immediately upon the request of the City.
   b. A refusal to show identification will result in denied access, and/or the immediate escort and removal from City property. That action may further result in their clearances being permanently revoked.
6. All personnel affiliated with the Contractor who may be tasked with entering City facilities covered by this contract agreement may be required to complete a **background investigation**. Individuals must submit their information at the Contract initiation, or at least 48 hours prior to requiring entry. These persons include, but are not limited to:
   a. Service Technicians, apprentices and helpers
   b. Supervisors
   c. Managers
   d. Company/Corporate Officers
   e. Owners
   f. Volunteers
   g. Contract Employees
   h. Subcontractors
   i. Consultants
7. The depth of these investigations will vary by each facility's level of security access and will be detailed by the City's Project Manager or their designee upon the award of an Agreement. The City commonly uses, but does not limit itself to the following resources:
   a. FDLE - (Florida Department of Law Enforcement)

b. JIS - (Judicial Inquiry System)
c. FCIC - (Florida Crime Information Center)
d. NCIC - (National Crime Information Center)
e. FDOH - (Florida Department of Health)
f. FDOC - (Florida Department of Corrections)
g. JLA - (Jessica Lunsford Act)
h. CJIS - (Criminal Justice Information Services)
i. CJNet - (Criminal Justice Network)
j. DAVID - (Driver And Vehicle Information Database)

8. Any persons found guilty of a Felony charge within the last twenty (20) years from the date of the background investigation may be denied access into any City facility.
   a. Any persons found guilty of Misdemeanor charges will not immediately be refused entry. The City will undertake an additional case-by case review and the individual may be approved access depending on the specific charge, quantity and severity of the misdemeanors.
   b. Any persons who have been arrested, brought to any City or St. Johns County facility, classified and housed anywhere in the City or St. Johns County within the last ten (10) years will be denied.
9. Any Contractor personnel who will have continuous access to any City facility or have the ability to view or access sensitive information within these facilities will need to be fingerprinted in addition to having their background check conducted.
10. The initial cost at contract start-up will be covered by the City, any subsequent investigations, at any time, for any reason, may be at the cost of the Contractor.
11. Only the personnel who pass the background investigations will be approved and authorized to access restricted City facilities.
12. City facilities that may mandate background investigations are:
    a. City Hall
    b. Financial Services
    c. Police Department
    d. Fire Departments
    e. Water Treatment Plant
    f. Waste Water Treatment Plant
    g. Fleet and Utilities Buildings
    h. Solid Waste Building
13. NOTE: The level of security and the requirement of a background investigation may be updated at any time, at the discretion of the City.

D. <u>Response Time:</u>

1. The Contractor must provide service twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days a year, including weekends and holidays.
2. Emergency Response Services:
   a. Upon notification, the Contractor must respond with a knowledgeable trained technician to the City site within two (2) hours of notification for critical emergency service.
3. Non-Emergency Services:
   a. Upon notification, the Contractor must respond with a knowledgeable trained technician to the City site within two (2) business days of notification for non-critical non-emergency service.
4. For all Contractor-installed systems, the Contractor must maintain an inventory of commonly used or restricted availability parts and provide delivery within two (2) hours for inoperable systems or within five (5) business days for non-emergency needs. Any exceptions must be approved and agreed upon with the City.
5. For all non-Contractor installed systems the Contractor must provide evidence of part order

placement and an estimated time of arrival (ETA) on delivery of the parts within forty-eight (48) hours after receiving the Work Order. After delivery of parts, installation must be completed within two (2) hours for inoperable systems or within five (5) business days for non-emergency needs.

6. The Contractor shall provide the services of a professional answering service or dispatcher service for non-normal business hours contact.

E. **Hours of Work:**

1. **Normal Business Hours** – Normal Business hours are between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, excluding City holidays. Worked performed during these hours will be billed as "**Straight Time Hours"** work. The Contractor is expected to perform work during these hours unless approved in advance and in writing by the City's Project Manager or designee.
   a. Work scheduled in advance to be performed after Normal Business Hours shall be charged as "Straight Time Hours" work.
2. **After Hours** – After Hours are between the hours of 5:01 P.M. to 6:59 A.M. or on Saturday or Sunday or on City holidays. Work performed during these hours, including Emergency Work, will be billed as "**Over-Time Hours**" work. Work cannot be performed during these time frames unless approved in advance by the City's Project Manager or designee.
3. **Emergency Call Out:** Emergency Call Outs shall be charged at the "**Over-Time Hours**" rate, unless the Emergency Call out takes place during Normal Business Hours.
4. The City reserves the right to negotiate the hourly charge for work that starts during the Normal Business Hours but is completed within two hours after the start of After Hours.
5. No work may be performed on City holidays or after normal business hours without prior written authorization by the City's Project Manager or designee.

F. **Project Proposals/Estimates:**

1. For each project, the Contractor shall submit a complete written estimate prior to initiation of any work.
2. The written estimate shall include the scope of work to be performed, estimated cost of labor, including estimated hours and positions, and a list of parts and materials to be used. The project requestor shall evaluate the estimates and, if found acceptable, shall provide written authorization in the form of a Work Order prior to the Contractor proceeding with the work.
3. No work is to be performed without a valid Work Order issued by the City.
4. The City shall not honor any unauthorized charges.

G. **Permits**:

1. The Contractor shall be responsible to apply for and obtain all permits required to complete the assigned projects.
2. Charges for permits fees shall be reimbursed at cost and shall not be marked up.
3. The Contractor shall provide supporting documentation of all permit fee charges.

H. **Travel Time Expenses:** The Contractor's time will start on the job site. Any travel time expenses to and from the job site will be borne by The Contractor and will not be reimbursed by the City.

I. **Workmanship and Inspection:**

1. The Contractor shall employ professional, qualified, and responsible service technicians to perform the work. The Contractor is expected to employ service technicians trained in the

maintenance and installation of the specific types of equipment used in the City's video and security systems.

2. The City may, in writing, require the Contractor to remove any employee from a jobsite that the City deems incompetent or careless.
3. The City will make inspections at our discretion of the work performed under the contract.
4. Any inspection by the City does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.
5. All deficiencies noted during an inspection will be corrected by the Contractor at no additional cost to the City.
6. If the Contractor fails to correct the defects within seven (7) days, the City will be entitled to have such work remedied by other sources and the Contractor may be fully liable for all costs and expenses reasonably incurred by the City.

J. **Emergency Services:**

1. Emergency Services are those services initiated during non-normal business hours and/or requiring priority response. Emergency Service shall be billed at the scheduled hourly rates plus emergency service multiplier. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.
2. Normal Business Hours under this agreement are Monday through Friday, 6:00 A.M. through 6:00 P.M., excluding published City holidays.
3. It is understood the Contractor shall have personnel available twenty-four (24) hours a day, seven (7) days a week throughout the term of the resulting agreement.
4. The Contractor shall maintain a twenty-four (24) hour, three hundred sixty-five (365) day answering service for incoming service calls. All service calls shall be logged and the log shall be submitted to the City on a monthly basis.
5. Repeated failure to meet established response times will be considered as grounds to terminate this agreement.

K. **Additional Obligations of the Contractor:**

During the performance of work pursuant to this Contract, the Contractor will:

1. Supervise and direct all work, in accordance with industry standards and any applicable manufacturer's instructions and may not in any way void a manufacturer's warranty.
2. Be responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Services.
3. Provide an adequate number of skilled workers who are thoroughly trained and experienced in providing the services that are the subject of this specification.
4. Be responsible to the City for the acts and omissions of their employees, subcontractors and their agents and employees, and all other persons performing any of the work as specified herein.
5. Assign a Project/Contract Manager who will have full authority to act on behalf of the Contractor on all matters relating to daily operation of the contract.
6. Provide the City with a monthly schedule for all planned work and reschedule such work when notified by the City that the work cannot be performed at that time. The Contractor will not be compensated if work cannot be performed due to foreseeable circumstances.
7. Maintain a neat and clean workspace both during and after the performance of work. All trash will be removed from the site and deposited as appropriate. Any fireproofing, caulking or other materials that must be removed for the installation or performance of maintenance will be reinstalled or repaired as appropriate. Ensure that necessary markings are installed where appropriate to identify new circuits, cables, or equipment as applicable.
8. Maintain documentation of all work performed under this Contract on forms provided or ap-

proved by the City. All such documentation will become the property of the City upon termination of this Contract. Invoices submitted by the Contractor will not be approved for payment unless written documentation of all work for which the Contractor seeks payment are attached. At the minimum, documentation will include:

a. Contractor name, complete address, and contact information.
b. Date, time, and location of site visit
c. Reason for site visit
d. Brief description of work performed or accomplished.
e. Any observed deficiencies or operational issues and recommendations for resolution
f. Required or recommended follow-up
g. Parts and/or consumables used.
h. Labor hours
i. Participating Contractor personnel
j. City Work Order number
k. Approval by Contractor Operations Manager

All work performed will be certified as complete by the project requestor or delegated evaluator prior to payment of the invoice.

L. Site Clean-Up and Waste:

1. The Contractor will, at all times, keep the adjacent areas of the job site free from accumulation of waste materials or rubbish caused by their operations.
2. The Contractor shall maintain a neat and clean workspace both during and after the performance of work. All trash will be removed from the site and deposited as appropriate.
3. Any fireproofing, caulking or other materials that must be removed for the installation or performance of maintenance will be re-installed or repaired as appropriate.
4. Ensure that necessary markings are installed where appropriate to identify new circuits, cables, or equipment as applicable.
5. The Contractor will remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition.
6. The Contractor will **not** use trash receptacles on the City's premises without authorization.
7. All waste materials associated with these services will be handled in accordance with all federal, state and local regulations.

M. Warranty

All projects and work performed under this agreement shall have a minimum twenty-four (24) month parts and labor warranty. Should the manufacturer's warranties exceed twenty-four (24) months, the manufacturers' warranty shall prevail with only the Contractor's normal labor rates being charged after the initial twenty-four (24) month period.

N. Re-Repair Services.

The Contractor shall monitor, track and identify services that require re-repair. The Contractor shall not include the costs of such repairs in their monthly statement.

O. Parts and Materials.

1. The Contractor shall bill the City for all parts and materials based on a discount off Manufacturer Suggested Retail Price (MSRP), based on a published catalog.
2. The Contractor shall provide to the City semi-annually, at a minimum, a copy of the published catalog documenting MSRP.

3. The Discount provided shall be an established minimum. The City reserves the right to negotiate the Discount on large project, when in the best interest of the City.
4. When providing both Proposals and Invoices, the Contractor shall note on the documentation the MSRP cost and the resulting price after applying the Discount.

P. Subcontractor Costs.

1. **The Contractor is required, and must be able to perform, fifty-one percent (51%) of the work described herein without the use of subcontractors.**
2. Should the Contractor require the services of a subcontractor, the services and subcontractor's pricing must be detailed on the invoice submitted to the City (with back-up receipts and documentation).
3. The City will pay the Contractor for the sub-contracted services at the Contractors cost, as a reimbursement.
4. The Contractor is responsible for all payments to their subcontractors.
5. The Contractor assumes all liability and is solely responsible for ALL subcontractor work and actions.
6. The use of subcontractors must be approved in advance by the City. The City will have full discretion over whether the Contractor may or may not utilize a subcontractor.

Q. Equipment Rentals.

1. Should the Contractor require the use of equipment, such as specialty and heavy equipment, the rental of such equipment and pricing must be detailed on the invoice submitted to the City (with back-up receipts and documentation).
2. The City will pay the Contractor for the rental of equipment the Contractors cost, as a reimbursement.
3. The Contractor is responsible for all payments for equipment rental.
4. If the Contractor currently owns the equipment they wish to use, the maximum they can charge for equipment rental is the published rental costs they have for regular customers.
5. The Contractor assumes all liability and is solely responsible for ALL equipment rentals they obtain.
6. The use of rental equipment must be approved in advance by the City.

R. Annual Maintenance and Support (SMA).

1. The Contractor, as a system integrator, shall provide to the City access to all Genetec™ maintenance and support programs.

EXHIBIT B - INSURANCE REQUIREMENTS

At a minimum, Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the City of St. Augustine ("City") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the City no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

(a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.

(b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than $1,000,000/$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.

(c) **Automobile Liability.** Minimum limits of $100,000/$300,000/$50,000

**If applicable, the following additional coverage may be required, depending upon the nature of the Work.

(**) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.

(**) **Maritime Workers' Compensation** insurance may be required if the work involves maritime activities, such as underwater diving, or work adjacent to navigable waters.

(**) **Watercraft Liability**. $300,000 for bodily injury and property damage.

(**) **Pollution/Environmental Impairment Liability Coverage**. Not less than $500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.

(**) **Professional Liability**. (Per claim) $500,000 single limits.

EXHIBIT C – SAMPLE WORK ORDER
WORK ORDER AUTHORIZATION

Contract Number:_____ **Contract Name:** _____

Work Order Number: _____ **Project Name:**_____

Encumbrance Number: _____

Work Order Amount: _____

To: _____
_____
_____
_____

From: _____, Project Manager

Work Order Manager:
Name: _____
Phone: _____
Email: _____

Description of Work: All work shall be accomplished in accordance with the attached Scope of Work, Exhibit "A" – Scope of Work. Invoices shall reference the Contract Number, Work Order Number and Encumbrance number; include the information required; and be submitted to the Project Manager.

Special note:_____

Commencement Date: Work is authorized to proceed on (enter date or use the following) on the date this Work Order is executed by the City. **Commencement of the work authorized herein prior to execution of this Work Order by Contractor constitutes acceptance of all terms and conditions of this Work Order.** Payment will not be made until this Work Order has been signed by Contractor and received by the City.

Completion Date: All work pursuant to this Work Order shall be completed by (Completion Date). The Completion Date, if extended pursuant to the above-referenced contract governing this Work Order, shall not be extended beyond the current City fiscal year, ending on September 30, 20 .

_____ _____
Department Director Date

_____ _____
Contractor Date

EXHIBIT D – COST SCHEDULE

Labor Hours Cost Schedule Standard/Normal Hours	
Description	**Hourly Rate**
Project Management	$ 125.00
Installation Technician	$ 105.00
Installation Technician (Helper)	$ 95.00
Application Engineer	$ 115.00
Draftsman/CADD Technician	$ 95.00
Clerical (O&M Documentation)	$ 75.00
Other (Please explain) Design Engineer (PE)	$ 145.00
Labor Hours Cost Schedule Over Time/After Hours	
Project Management	$ 187.50
Installation Technician	$ 157.50
Installation Technician (Helper)	$ 142.50
Application Engineer	$ 172.50
Draftsman/CADD Technician	$ 142.50
Clerical (O&M Documentation)	$ 112.50
Other (Please explain) Design Engineer (PE)	$ 217.05

Miscellaneous Parts and Materials	
Description	**Percentage Discount**
All Parts and Materials	17% above cost*** %

***Pricing is a percent markup above Miller Electric's cost from our vendors. Since we utilize such a large network of vendors, the % we receive often varies.

For example: Miller receives a 40% discount off of MSRP for Genetec hardware equipment. Miller then would only mark 17% above cost as the sale price. This would estimate a 23% discount off MSRP for the end-user.

Vendor "B" may provide a 30% discount of MSRP. This would generate a 13% discount of MSRP.

ATTACHMENT #1

FEDERAL UNIFORM GUIDANCE PROCUREMENT RULES

Funding may, in whole or in part, for this Project is through a Public Assistance grant from FEMA and therefore all provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements ("Uniform Rules") apply to this Project.

Federal Law requires that contracts relating to the Project include certain provisions of 2 CFR §§ 200.317 through 200.326 under the Uniform Administrative Requirements. Depending upon the type of work or services provided and the dollar value of the Project, some of the provisions set forth in 2 CFR §§ 200.317 through 200.326 may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal Law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 2 CFR §§ 200.317 through 200.326. The contractor hereby certifies that they will comply with all applicable federal laws, regulations, and FEMA policies, procedures and directives if applicable.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold ($150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

a. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors 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, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient 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. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.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.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the

clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor 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 (1) of this section, in the sum of $10 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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 contractor or subcontractor 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 contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act & Federal Water Pollution Control Act

Clean Air Act

(1)The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor 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).

(2) The contractor 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.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor 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 (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2C.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."

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors 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.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. 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 an 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.

2. 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 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, _____, certifies or affirms the truthfulness and

accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*,
apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

10. Procurement of Recovered Materials

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

b. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm."

11. Additional FEMA Requirements

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

12. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

13. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

ATTACHMENT #2 - ADDITIONAL REQUIREMENTS

1. Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)

I. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

II. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(a) If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
iii. 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;
iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
v. 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; and
vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

(b) The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

(c) The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

(d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

ATTACHMENT #3 – DAVIS-BACON WAGE DECISIONS

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AGREEMENT EXHIBIT
BETWEEN THE CITY OF TAMARAC
AND

The CITY OF TAMARAC (City), a municipal corporation with principal offices located at 7525 NW 88th Avenue, Tamarac FL 33321, and Miller Electric Company, a Florida corporation, with principal offices located at 6805 Southpoint Parkway, Jacksonville, Fl. 32216, (Contractor) agree to amend the original Agreement for Citywide Security Upgrade Project Phase II by incorporation of this Agreement Exhibit, which shall become a part of the original Agreement:

The following terms are hereby added to the original Agreement:

1. **Scrutinized Companies**

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

1.1. 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

1.2. 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:

1.2.1. 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

1.2.2. Is engaged in business operations in Syria.

1.3. 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

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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.

2. E-Verify

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

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

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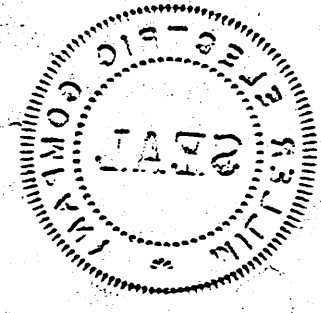
before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability Auto Liability and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect 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. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

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

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement Exhibit on the respective dates under each signature, Contractor signing by and through its authorized representative duly authorized to execute same.

ATTEST:	Miller Electric Company
	Company Name
	Signed by: Jeff Randle B438736E6841444...
(Corporate Secretary)	Signature of
Brent Zimmerman	Jeffrey Randle - Sr. Director
Type/Print Name of Corporate Secy.	Type/Print Name of
	3/31/2026 | 10:52:26 AM PDT
(CORPORATE SEAL)	Date

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Affidavit of Compliance with Anti-Human Trafficking Laws

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

1. 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: March 31, 2026

Signed: Signed by: Jeff Randle B438736E6841444...

Entity: Miller Electric Company

Name: Jeffrey Randle

Title: Sr. Director

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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:

2. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

3. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

5. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

7. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

8. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

9. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

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

Date: March 31, 2026

Signed: Signed by: Jeff Randle B438736E6841444...

Entity: Miller Electric Company

Name: Jeffrey Randle

Title: Sr. Director

Certificate Of Completion

Envelope Id: 8C34EEDB-F7C1-4791-8A5F-955914F82D48
Status: Completed
Subject: Unexecuted Contract (C-007189) City of Tamarac - Exhibits
Source Envelope:
Document Pages: 6
Signatures: 3
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Nancy Bullard
301 Merritt 7 FL6
Norwalk, CT 06851
nbullard@mecojax.com
IP Address: 50.203.90.236

Record Tracking

Status: Original
3/31/2026 10:23:35 AM
Holder: Nancy Bullard
nbullard@mecojax.com
Location: DocuSign

Signer Events	Signature	Timestamp
Jeff Randle jrandle@mecojax.com Senior Director Miller Electric Company Security Level: Email, Account Authentication (None)	Signed by:  B438736E6841444... Signature Adoption: Pre-selected Style Using IP Address: 50.172.5.42	Sent: 3/31/2026 10:40:56 AM Viewed: 3/31/2026 10:52:11 AM Signed: 3/31/2026 10:52:26 AM

Electronic Record and Signature Disclosure:
Accepted: 9/22/2025 5:05:07 AM
ID: 390555b1-cc83-4362-9344-87561435abba

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/31/2026 10:40:56 AM
Certified Delivered	Security Checked	3/31/2026 10:52:11 AM
Signing Complete	Security Checked	3/31/2026 10:52:26 AM
Completed	Security Checked	3/31/2026 10:52:26 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, EMCOR ECS (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact EMCOR ECS:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: ldentrone@emcor.net

To advise EMCOR ECS of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ldentrone@emcor.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from EMCOR ECS
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to ldentrone@emcor.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with EMCOR ECS
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to ldentrone@emcor.net and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify EMCOR ECS as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by EMCOR ECS during the course of my relationship with you.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/22/2025

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

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

PRODUCER
MARSH USA, LLC.
1166 Avenue of the Americas
New York, NY 10036

CN102796740-MILLE-GAWU-25-26

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : American Casualty Company of Reading, PA	20427
INSURER C : Transportation Insurance Co	20494
INSURER D : Continental Insurance Company	35289
INSURER E :	
INSURER F :	

INSURED
MILLER ELECTRIC COMPANY
PO BOX 1799
JACKSONVILLE, FL 32201

COVERAGES **CERTIFICATE NUMBER:** NYC-012211406-07 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	GL 8033391088	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	12,000,000 1,000,000 25,000 12,000,000 14,000,000 14,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BUA 8033391091	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Auto Physical Damage	$ $ $ $ $	12,000,000 Included
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUE 7094548497	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
B D C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 8 33425613 (AOS) WC 8 33451421 (CA) WC 8 33452858 (AZ, OR, WI)	10/01/2025 10/01/2025 10/01/2025	10/01/2026 10/01/2026 10/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	 1,000,000 1,000,000 1,000,000

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

ADDITIONAL INSURED UNDER ALL POLICIES (EXCEPT WORKERS COMPENSATION & EMPLOYERS LIABILITY) WHERE REQUIRED BY CONTRACT: CITY OF TAMARAC
WHERE REQUIRED BY CONTRACT, COVERAGE PROVIDED TO THE ADDITIONAL INSUREDS IS PRIMARY & NON-CONTRIBUTORY.
WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT AND WHERE NOT PROHIBITED BY LAW.
THE UMBRELLA POLICY PROVIDES COVERAGE AS PROVIDED IN THE SCHEDULED UNDERLYING AUTO LIABILITY, EMPLOYERS LIABILITY AND GENERAL LIABILITY POLICIES AND FOLLOWS FORM, PRODUCTS & COMPLETED OPERATIONS, ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY, WAIVER OF SUBROGATION ENDORSEMENTS/PROVISIONS AND AGGREGATES AS CONTAINED THEREIN.

CERTIFICATE HOLDER

CITY OF TAMARAC
7525 NW 88TH AVENUE
TAMARAC, FL 33321

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	MILLER ELECTRIC COMPANY PO BOX 1799 JACKSONVILLE, FL 32201
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

AUTO PHYSICAL DAMAGE COMP / COLL DEDUCTIBLE $500

FOR WORKER'S COMPENSATION, AUTO LIABILITY, GENERAL LIABILITY AND UMBRELLA LIABILITY:
IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS COVERAGE PART (OTHER THAN THE REDUCTION OF AGGREGATE LIMITS THROUGH PAYMENT OF CLAIMS AS APPLICABLE), INSURER AGREES TO MAIL PRIOR WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE TO: CERTIFICATE HOLDER
SCHEDULE
1. NUMBER OF DAYS ADVANCE NOTICE: FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE NUMBER OF DAYS REQUIRED FOR NOTICE OF CANCELLATION AS PROVIDED IN PARAGRAPH 2 OF EITHER THE CANCELLATION COMMON POLICY CONDITIONS OR AS AMENDED BY THE APPLICABLE STATE CANCELLATION ENDORSEMENT IS INCREASED TO THE LESSER OF 60 DAYS OR THE NUMBER OF DAYS REQUIRED IN A WRITTEN CONTRACT.
FOR NON-PAYMENT OF PREMIUM, THE GREATER OF (1) THE NUMBER OF DAYS REQUIRED BY STATE LAW OR (2) THE NUMBER OF DAYS REQUIRED BY WRITTEN CONTRACT.
2. NAME:
NOTICE WILL BE MAILED TO: CERTIFICATE HOLDER

THE UMBRELLA POLICY PROVIDES COVERAGE AS PROVIDED IN THE SCHEDULED UNDERLYING AUTO LIABILITY, EMPLOYERS LIABILITY AND GENERAL LIABILITY POLICIES AND FOLLOWS FORM, PRODUCTS & COMPLETED OPERATIONS, ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY, WAIVER OF SUBROGATION ENDORSEMENTS/PROVISIONS AND AGGREGATES AS CONTAINED THEREIN.

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EMCOR GROUP, INC. - Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

I. **WHO IS AN INSURED** is amended to include as an insured any person or organization whom you are to add as an additional insured on this Coverage Part, but only with respect to liability for **"bodily injury"**, **"property damage"** or **"personal and advertising injury"** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; and

B. In the performance of **"your work"**, with respect to **"bodily injury"** or **"property damage"** included in the **"products-completed operations hazard"**, but only if you are required to provide the additional insured such coverage.

II. If a **"written contract"** requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then Paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an insured any person or organization whom you are required by **"written contract"** to add as an additional insured on this Coverage Part, but only with respect to liability for **"bodily injury"**, **"property damage"** or **"personal and advertising injury"** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **"written contract"**; or

B. In the performance of **"your work"** subject to such **"written contract"**, but only with respect to **"bodily injury"** or **"property damage"** included in the **"products-completed operations hazard"**, and only if the **"written contract"** requires you to provide the additional insured such coverage.

III. But if a **"written contract"** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG 20 10, or under the 10-01 edition of CG 20 37; or

B. **Additional insured coverage with "arising out of" language;**

then Paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an insured any person or organization whom you are required by **"written contract"** to add as an additional insured on this Coverage Part, but only with respect to liability for **"bodily injury"**, **"property damage"** or **"personal and advertising injury"** arising out of **"your work"** that is subject to such **"written contract"**.

IV. But if the **"written contract"** requires additional insured coverage to the greatest extent permissible by law and Paragraphs **II.** and **III.** above do not apply, then Paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an insured any person or organization whom you are required by **"written contract"** to add as an additional insured on this Coverage Part, but only with respect to liability for **"bodily injury"**, **"property damage"** or **"personal and advertising injury"** arising out of **"your work"** that is subject to such **"written contract"**.

V. The insurance granted by this endorsement to the additional insured does not apply to **"bodily injury"**, **"property damage"**, or **"personal and advertising injury"** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, by the additional insured or those acting on their behalf (other than you, to the extent any professional liability exclusion attached to this policy does not apply to your operations), including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

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B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this Coverage Part:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **"written contract"** requires the insurance provided by this policy to be:

A. Primary and non-contributing with other insurance available to the additional insured; or

B. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Additional Insured Limit Provisions

If coverage provided to the additional insured is required by a **"written contract"**, the most we will pay on behalf of the additional insured is the amount of insurance:

A. Required by the **"written contract"**; or

B. Available under the applicable Limits of Insurance of this Coverage Part;

whichever is less. This endorsement shall not increase the applicable Limits of Insurance.

C. However, when you agree in a **"written contract"** to make a person or organization an additional insured, and to carry particular limits of liability insurance, and

1. The minimum limit of insurance the **"written contract"** requires you to carry is lower than the Limit of Insurance otherwise provided by this Coverage Part; and

2. The **"written contract"** does not require a limit of liability for insurance that applies excess of this Coverage Part;

Then provisions in this Coverage Part's additional endorsements that cap the limits available to such additional insureds to no more than the amount specified by the written contract continue to apply.

In all other instances, however, such provisions that cap the limits available to additional Insureds to no more than the amount specified by the **"written contract"** in all additional insured endorsements attached to this policy do not apply, and are hereby rendered null and void.

In no event, however, will the Limits of Insurance available under this Coverage Part to an additional insured be higher than the limits available to you.

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

A. Was executed prior to:

1. The **"bodily injury"** or **"property damage"**; or

2. The offense that caused the **"personal and advertising injury"**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **"bodily injury"** or **"property damage", "occurrence"** or **"personal and advertising injury"** offense.

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EMCOR GROUP, INC. - Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Emcor Group, Inc.

Endorsement Effective Date: 10/01/2025

SCHEDULE
Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: EMCOR Group, Inc.

Endorsement Effective Date: 10/01/2025

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE OBLIGATED TO PROVIDE BUSINESS AUTO LIABILITY INSURANCE COVEAGE AS AN ADDITIONAL INSURED BY CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Primary and Noncontributory - Other Insurance Condition Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

a. the additional insured is a named insured under such other insurance; and

b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: GL 8033391088
Endorsement No:
Effective Date: 10/01/2025

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ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE OBLIGATED TO PROVIDE BUSINESS AUTO LIABILITY INSURANCE COVERAGE AS AN ADDITIONAL INSURED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT AND THAT WRITTEN CONTRACT OR WRITTEN AGREEMENT REQUIRES THAT THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED APPLY ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

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TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: April 7, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14377

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14377 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing thirteen (13) members to the Veterans' Affairs Committee. Each will serve a four-year term, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:
TR14377_-_Veterans_Board_Appointments.docx
Backup for Veterans_ Appointments tamarac_applicants_names_by district 03-23-2026.pdf
Upcoming Veteran Membership_Redacted.pdf

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026 -_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING THIRTEEN (13) MEMBERS TO THE VETERANS' AFFAIRS COMMITTEE. EACH WILL SERVE A FOUR-YEAR TERM, OR UNTIL SUCH TIME AS NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Veterans' Affairs Committee was created to promote, and facilitate awareness among Veterans of their rights, benefits and any other special needs ; and

WHEREAS, the City Commission is desirous of appointing members to the Veterans' Affairs Committee ; and

WHEREAS, according to Section 2-223(a) of the City of Tamarac Code, the Veterans' Affairs Committee shall consist of eight (8) or more members appointed by the City Commission to serve four-year terms, or until such time new appointments are made ; 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 appoint members to the Veterans' Affairs Committee, in accordance with the procedures set out in §2-58 of the Tamarac Code.

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: That the following individuals are hereby appointed as members of the Veterans' Affairs Committee, to serve four-year terms expiring April 7, 2030, or until such time as new appointments are made:

Name	**Committee**	**District**	**Term Ending**
Brian Haywood	Veterans' Affairs	1	April 7, 2030
Herbert Daley	Veterans' Affairs	1	April 7, 2030
Ideidre A Milord	Veterans' Affairs	1	April 7, 2030
Mackendy Philippi	Veterans' Affairs	2	April 7, 2030
Wilfred Rodriguez	Veterans' Affairs	2	April 7, 2030
Harold Montague	Veterans' Affairs	3	April 7, 2030
Malik A Mateen	Veterans' Affairs	3	April 7, 2030
Eddy R Espaillat	Veterans' Affairs	4	April 7, 2030
James B Griffin	Veterans' Affairs	4	April 7, 2030
Jay B Koutcher	Veterans' Affairs	4	April 7, 2030
Wilfredo A Ruiz	Veterans' Affairs	4	April 7, 2030
Sydia Spence	Veterans' Affairs	4	April 7, 2030
Carlos J Melendez	Veterans' Affairs	4	April 7, 2030

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

SECTION 4: If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or

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

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

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

MICHELLE J. GÓMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GÓMEZ	_____
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

	Name	Board Applied To	District	New or Reappoint	Term
1	Brian Haywood	Veterans Affairs Committee	1	Reappoint	07-Apr-30
2	Herbert Daley	Veterans Affairs Committee	1	Reappoint	07-Apr-30
3	Ideidre A Milord	Veterans Affairs Committee	1	New	07-Apr-30
4	Mackendy Philippi	Veterans Affairs Committee	2	New	07-Apr-30
5	Wilfred Rodriguez	Veterans Affairs Committee	2	Reappoint	07-Apr-30
6	Harold Montague	Veterans Affairs Committee	3	New	07-Apr-30
7	Malik A Mateen	Veterans Affairs Committee	3	New	07-Apr-30
8	Eddy R Espaillat	Veterans Affairs Committee	4	New	07-Apr-30
9	James B Griffin	Veterans Affairs Committee	4	Reappoint	07-Apr-30
10	Jay B Koutcher	Veterans Affairs Committee	4	Reappoint	07-Apr-30
11	Wilfredo A Ruiz	Veterans Affairs Committee	4	New	07-Apr-30
12	Sydia Spence	Veterans Affairs Committee	4	New	07-Apr-30
13	Carlos John J Melendez	Veterans Affairs Committee	4	New	07-Apr-30

Profile

Which Boards would you like to apply for?

Veterans Affairs Committee: Submitted

Question applies to Veterans Affairs Committee

Please upload a copy of your DD214

Brian (First Name) | (Middle Initial) | Haywood (Last Name)

[redacted]

Length of time as a resident in Tamarac:

5

What district do you live in? *

☑ District 1

Are you a registered voter in the City of Tamarac?

◉ Yes ○ No

[redacted]

** Section 760.80, Florida Statutes, requires that certain information on statutorily created boards be filed annually with the Florida Department of State. Providing this information is voluntary and has no impact on the selection process, but in the instance of missing information, the City will attempt to identify your race and ethnicity by visual observation in order to comply with State law.*

Employment

Employer | Job Title

What are your duties at your current position?

Upload a Resume

Education

Name and location of High School or College:

Field of study:

Degree:

Other professional and/or technical training:

Are you currently or have you previously served on a City board or committee?

○ Yes ○ No

If yes, which?

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

Application Certification

By filing this application with the City of Tamarac, I do hereby acknowledge the following:

1. This application, when completed and filed with the City Clerk's Office, is a public record under Chapter 119 of the Florida Statutes and open to public inspection.
2. Appointments to a board, commission, or committee are voluntary; service is without compensation and at the discretion of the appointing Commissioner.
3. I am responsible for keeping the information on this form current, and any changes or updates will be provided to the City Clerk's Office.
4. I understand that I may be required to electronically file Form 1 Statement of Financial Interests with the Florida Commission on Ethics annually. When I leave service, I will be required to file Form 1F and will do so accordingly.
5. I acknowledge that if I am appointed to a board, commission, or committee, it is my obligation and duty to comply with the following:
   a. Florida Sunshine Law (Florida Statutes, Chapter 286)
   b. Florida Public Records Law (Florida Statutes, Chapter 11 9)
   c. City of Tamarac Code of Ethics (Article XI, Code of Ordinances)
6. I acknowledge the responsibilities that come with the appointment. I will ensure I have sufficient time to fulfill my role as a member of the board, commission, or committee.

The information provided on this form is true and correct. I consent to it being provided to the members of the City Commission, or designated representative, to verify any/all information provided.

BRIAN HAYWOOD

[redacted]

SUMMARY

Solutions-driven leader with superior analytical skills, strong leadership abilities and sound judgment. Experienced Sales Manager with a proven record of planning and implementing sales strategies. Work effectively under pressure; proven ability to manage a high-volume workload While providing excellent client service. A persuasive communicator and negotiator. Demonstrated success in building relationships and working collaboratively across all areas of an organization. CPR and First Aid Certified.

KEY STRENGTHS

Risk Management	Performance Management	Team Leadership & Development
Strategic Planning & Execution	Cross-functional Communication	Regulatory Compliance
Coaching & Mentoring	Contract Review	Corporate Governance

WORK EXPERIENCE

Account Executive, UPS, Fort Lauderdale, Florida (September 2020 – Present)

- Develops new business and retention plans of existing businesses.
- Analyze customers' current supply chain needs and creates appropriate solutions.
- Maintains and grows a book of business.
- Introduces new products and services and expands business opportunities within customer accounts.
- Tracks sales performance to objectives.
- Monitors account statistics and qualifies internal sales leads to identify opportunities and create an effective sales strategy.
- Utilizes resources and account history to prepare for sales calls.

Cintas, Fort Lauderdale, Florida

Provide products and services that enhance our customers' image and help keep their facilities clean, safe and looking their best.

Cintas – Rental Division

Service Manager (September 2017-March 2020)

- Generated revenue by coaching staff on effective lead development and internal adds growth.
- Good Will and renewed business relationships of Top 180 Customers.
- Interviewed and hired candidates to suit needs of team of 10.
- Monitored employee productivity and debriefed weekly to improve KPI's.
- Managed SAP Conversion.
- Reduced service expenses through rerouting, and fleet management.
- Developed and promoted 2 partners.

Shred-it USA, LLC

Sales Executive (January 2016-September 2017)

Assist businesses in South Florida by increasing the security of their confidential information and limiting the liability through the implementation of document management solutions in six major vertical markets; Healthcare, Government, Legal, Manufacturing, Insurance and Financial.

- Consistently achieved sales goals every quarter and recognized in the Achievers Club
- Developed strong customer relationships through personal interaction and follow up communication

Shred-it USA, LLC

Operations Manager (July 2014- January 2016)

Promoted to Operations Manager over South Florida District with Shred-it following the merger of Cintas Document Management and Shred-it which saw our business grow from $9 million to $12 million annually. Oversaw 2 facilities and led an Operations team of over 40 partners.

- Total Injury Rate of 0% FY'16 - sustained for 18 plus month.
- Health & Safety Audit Rating of 95% FY'15.

- Scored in the 90th percentile in FY'15 for Partner Engagement Pulse Survey Rating at 69%.
- Grew top line revenue by 5% from FY'14 to FY'15.
- EBITDA grew by 6% from FY'14 to FY'15.
- Managed the SAP conversion and route re-balance in FY'15.
- Lead two successful acquisitions of UniShred and ShredTrust.
- Performed safety and security audits on Service Representatives and Plant Partners.
- Reduced service expenses through rerouting, fleet management, slashing overtime and re-staffing.
- Developed and promoted 3 partners.

Cintas – Document Management Division (Company acquired by Shred-It in 2014)
Service Manager (March 2013- July 2014)
- Health & Safety Audit Rating of 99.36 FY'14.
- Reduced Total Injury Rate from 13% to 0% for 12 plus months.
- Awarded Outstanding Achievement in FY'14 - an operations excellence award which encompasses top line revenue growth and profit.
- Managed over 20 partners.
- Hired and developed Security Service Representatives.
- Maintained High level customer service through goodwill program.
- Performed safety and security audits on Service Representatives.

Service America
Provider of home service warranties and contracts protecting major appliances. Staffs 400.
Contracts Processing/Permits Manager (January 2012- March 2013)
- Management team advisor for all Florida State Regulations matters as they pertain to service warranties and local municipality permitting.
- Develop and implement department administrative policy, programs, procedures and systems.
- Perform administrative and human resource management functions relative to the staff supervised.

Dispatch Manager (May 2007- January 2012) Service America
- Managed dispatching of more than 250 field technicians of varying skill levels and specialties.
- Conducted safety audits, meetings, and individual coaching.
- Evaluated 7 dispatchers and determined if they met company standards.
- Boosted annual revenue $200,000 while reducing expenses $250,000 year-over-year.
- Reduced office level workforce 50% while increasing revenue generating year-over-year.
- Eliminated the necessity for a large number of live calls through introduction of an automated voice mailbox system where field technicians could update their service calls.

Assistant Operations Manager (February 2006-May 2007) Service America
- Managed daily operations for the Customer Service and Tech Services departments.
- Increased year-over-year retail sales growth by $80,000 through innovative incentive programs.
- Developed and updated business processes and systems to maintain optimal workflows and productivity.
- Improved operating efficiency by integrating employee feedback prior to planning and implementation of new systems and processes.
- Established standards for quality grading for phone representatives.

Senior Quality Analyst (January 2006) Service America
- Guided teams in achieving quality standards across Customer Service, Contracts, and Telephone Sales.
- Cut talk times for CSR calls by adjusting phone scripts for a more effective customer experience.
- Supported performance improvement measures by reviewing reports to identify areas for growth.

Military Service (1997-2005)
Unit Armorer / Supply Specialist, Florida Army National Guard: Coordinated Army supply and equipment maintenance and upkeep. Issued small arms to soldiers. Maintained control over weapons and ammunition in secure areas. Provided training and supervision on firearms operations, maintenance, and safety. Ensured appropriate weapons care and upkeep through preventative and scheduled maintenance. Handled receipt of supplies and equipment, including inspection, inventory, categorization, storage, and distribution. Leveraged an automated supply system to track inventory.

Country of Citizenship: United States of America
Veteran's Preference: 5-point preference based on active duty in the U.S. Armed Forces
Registered for Selective Service

FORMAL EDUCATION

Master of Science - Management & Business Administration (Leadership Concentration)
Nova Southeastern University, Davie, Florida
Graduate, the Center for Leadership at Nova Southeastern University

Bachelor of Arts and Science - Political Science, Florida Atlantic University, Boca Raton, Florida

Profile

Which Boards would you like to apply for?

Veterans Affairs Committee: Submitted

Question applies to Veterans Affairs Committee

Please upload a copy of your DD214

Herbert (First Name) | (Middle Initial) | Daley (Last Name)

[redacted]

Length of time as a resident in Tamarac:

What district do you live in? *

None Selected

Are you a registered voter in the City of Tamarac?

○ Yes ○ No

[redacted]

** Section 760.80, Florida Statutes, requires that certain information on statutorily created boards be filed annually with the Florida Department of State. Providing this information is voluntary and has no impact on the selection process, but in the instance of missing information, the City will attempt to identify your race and ethnicity by visual observation in order to comply with State law.*

Employment

Employer | Job Title

What are your duties at your current position?

Upload a Resume

Education

Name and location of High School or College:

Field of study:

Degree:

Other professional and/or technical training:

Are you currently or have you previously served on a City board or committee?

○ Yes ○ No

If yes, which?

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

Application Certification

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The information provided on this form is true and correct. I consent to it being provided to the members of the City Commission, or designated representative, to verify any/all information provided.

EFR

LEGEND: Insert N/A in the items below which are not applicable

PERSONAL DATA

1. LAST NAME - FIRST NAME - MIDDLE NAME
DALEY HERBERT

[redacted]

TRANSFER OR DISCHARGE DATA

[redacted]

13a. CHARACTER OF SERVICE
HONORABLE

[redacted]

TY, COUNTY AND STATE

16 DATE INDUCTED

[redacted]

AUTHENTICATION

DD FORM 1 NOV 55 214 REPLACES EDITION OF 1 JUL 52, WHICH IS OBSOLETE.

ARMED FORCES OF THE UNITED STATES
REPORT OF TRANSFER OR DISCHARGE

1

Profile

Which Boards would you like to apply for?

Veterans Affairs Committee: Submitted

Question applies to Veterans Affairs Committee

DD-214.pdf
Please upload a copy of your DD214

Ideidre — First Name
A — Middle Initial
Milord — Last Name

[redacted]

Length of time as a resident in Tamarac:

6

What district do you live in? *

☑ District 1

Are you a registered voter in the City of Tamarac?

◉ Yes ○ No

[redacted]

** Section 760.80, Florida Statutes, requires that certain information on statutorily created boards be filed annually with the Florida Department of State. Providing this information is voluntary and has no impact on the selection process, but in the instance of missing information, the City will attempt to identify your race and ethnicity by visual observation in order to comply with State law.*

Employment

Internal Revenue Service — Employer
IT Specialist — Job Title

What are your duties at your current position?

Design and implement enterprise Identity and Access Management (IAM) frameworks aligned with NIST and federal security standards. Lead cybersecurity and risk mitigation initiatives, including vulnerability remediation and insider threat reduction. Manage IAM and security projects end-to-end, overseeing scope, timelines, stakeholders, and deliverables. Integrate audit, monitoring, and threat intelligence tools to strengthen incident response and data protection. Coordinate cross-functional teams to support modernization and digital identity programs.

IdeidreMilordResume__1_.docx
Upload a Resume

Education

Name and location of High School or College:

Barry University, Miami Shores, FL

Field of study:

Criminology

Degree:

BS

Other professional and/or technical training:

Are you currently or have you previously served on a City board or committee?

○ Yes ◉ No

If yes, which?

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

I am seeking to serve on the Veterans Affairs Committee because I am passionate about supporting veterans and ensuring they have access to the resources, representation, and opportunities they have earned. I understand the challenges veterans face when transitioning to civilian life, including employment, benefits navigation, and mental health support. Serving on this committee would allow me to contribute my perspective, advocate for practical solutions, and help shape initiatives that positively impact the veteran community at the local level. I believe effective veteran advocacy begins at the municipal level, and I am motivated to be an active, reliable voice in that work.

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

As a veteran and two-time Operation Iraqi Freedom (OIF) veteran, I bring direct lived experience and a strong understanding of the challenges veterans face. Professionally, I have experience in information technology and project management, providing skills in planning, coordination, oversight, and accountability. Additionally, I serve part-time as a mental health therapist, which gives me valuable insight into veterans' mental health needs, access to care, and the importance of effective advocacy and support services.

Application Certification

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c. City of Tamarac Code of Ethics (Article XI, Code of Ordinances)
6. I acknowledge the responsibilities that come with the appointment. I will ensure I have sufficient time to fulfill my role as a member of the board, commission, or committee.
The information provided on this form is true and correct. I consent to it being provided to the members of the City Commission, or designated representative, to verify any/all information provided.

CAUTION: NOT TO BE USED FOR IDENTIFICATION PURPOSES

THIS IS AN IMPORTANT RECORD. SAFEGUARD IT.

ANY ALTERATIONS IN SHADED AREAS RENDER FORM VOID

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

This Report Contains Information Subject to the Privacy Act of 1974, As Amended.

1. NAME *(Last, First, Middle)*
LIUGET, IDEIDRE AMANDA

3. SOCIAL SECURITY NUMBER
[redacted]

[redacted]

SPECIAL ADDITIONAL INFORMATION [redacted]

24. CHARACTER OF SERVICE *(Include upgrades)*
HONORABLE

[redacted]

DD FORM 214, AUG 2009

PREVIOUS EDITION IS OBSOLETE.
GENERATED BY TRANSPROC

MEMBER - 4

Ideidre Milord
[redacted]

Information Security | Cybersecurity | Risk Management | Project Management

Detail-oriented IT Specialist with 9+ years in cybersecurity, IAM, risk management, and IT modernization across federal and enterprise environments. Experienced in leading cross-functional projects, developing business cases, and aligning IT programs with organizational goals. Skilled in NIST RMF compliance, vulnerability management, incident response, and policy development. Recognized for driving modernization initiatives, strengthening compliance, and delivering high-impact projects on time and within scope.

AREAS OF EXPERTISE

IAM • RMF • FISMA/NIST Compliance • Vulnerability & Threat Management • Penetration Testing • Threat Intelligence • Incident Response • Security Architecture • Network & Application Security • Cloud Security • SIEM • Endpoint Security • Identity Federation & SSO • Multi-Factor Authentication (MFA) • Policy & Procedure Development • Security Audits & Assessments • Risk Analysis • Data Protection & Privacy (GDPR, PCI DSS) • Cyber Risk Modeling • Digital Forensics • Project & Program Management • Compliance Oversight • Disaster Recovery & Business Continuity

PROFESSIONAL EXPERIENCE

Department of Treasury /IRS **December 2023 – Present**
Information Technology Specialist (Infosec)
GS-2210-12/1
40 Hours

Designs and implements enterprise-wide Identity and Access Management (IAM) frameworks and conducts comprehensive risk assessments to strengthen access controls and safeguard systems. Leads cybersecurity initiatives to remediate vulnerabilities, mitigate insider threats, and enhance incident response capabilities. Integrates audit, monitoring, and threat intelligence tools to improve data protection and operational resilience while supporting modernization and digital identity programs aligned with federal security policies and NIST standards.

Key Achievements:

- Engineered and deployed the ICAM RISC API framework, integrating fraud analytics, behavioral risk scoring, and anomaly detection; suspended 2,700+ fraudulent accounts and improved operational efficiency.
- Developed the IRS's first enterprise-wide Identity Health Assessment platform, automating Enterprise User Profile (EUP) analytics and enhancing FICAM compliance.
- Managed the IOLA project in alignment with the OmniChannel Authentication initiative, leading IAM/ICAM efforts to conduct risk assessments, threat modeling, and assurance-level mapping. Developed and presented multiple MFA frameworks, authored the business case and CONOPS, and established scalable, standards-compliant authentication workflows.
- Spearheaded enterprise IAM modernization, implementing adaptive authentication and cross-channel integration standards, reducing authentication friction while strengthening identity assurance.
- Collaborated with stakeholders across IT and security teams, providing strategic guidance on digital identity, risk remediation, and security compliance.

Broward County Public Schools **April 2016 – March 2023**
IT Security Analyst
40+ Hours

Monitored, analyzed, and strengthened enterprise IT security across district-wide networks to protect sensitive data and ensure operational continuity. Led vulnerability assessments, incident response, and compliance initiatives, ensuring

alignment with NIST and industry security standards. Collaborated with IT teams to enforce access controls, implement security policies, and proactively mitigate risks.

Key Achievements:

- Directed district-wide cybersecurity operations, performing vulnerability assessments and implementing corrective measures that reduced system and network risks by 30%.
- Developed and maintained incident response protocols, integrating real-time monitoring tools (SolarWinds, Cisco SIEM), improving threat detection and response efficiency by 25%**.**
- Enforced multi-factor authentication, role-based permissions, and strict user access controls**,** enhancing identity and data security across multiple sites**.**
- Designed and conducted security awareness training and compliance audits for all staff, increasing adherence to security policies and reducing violations**.**
- Implemented security monitoring and SIEM integrations, enabling proactive identification and remediation of threats, supporting continuous network integrity and uptime**.**

EDUCATION

Western Governors University **Salt Lake City, UT**
Master of Science in Cybersecurity 2026

Nova Southeastern University **Fort Lauderdale, FL**
Master of Science in Criminology 2014

PROFESSIONAL DEVELOPMENT

ProTech Professional Technical Services —*Cloud Service Manager* 2025

Data Bricks —*Data bricks for Data Engineers* 2025

CERTIFICATIONS

Project Management Institute — Project Management Professional (PMP)®
CompTIA — Advanced Security Practitioner (Security X)
CompTIA — Security+
CompTIA — A+
CompTIA — Network+
CompTIA — Project+
Cisco — Certified Network Associate (CCNA)
ISC(2) — Certified in Cybersecurity
Scrum.org — Professional Scrum Master

Award: Nominated for the IRS Commissioner's Award (Jan 2025) for innovation in IAM modernization, organizational success for RISC-API.

Profile

Which Boards would you like to apply for?

Veterans Affairs Committee: Submitted

Question applies to Veterans Affairs Committee

LNSSCRADD214copy4.pdf
Please upload a copy of your DD214

Mackendy
First Name

Middle Initial

Philippi
Last Name

[redacted]

Length of time as a resident in Tamarac:

9 years

What district do you live in? *

☑ District 2

Are you a registered voter in the City of Tamarac?

◉ Yes ○ No

[redacted]

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Employment

City of Fort Lauderdale
Employer

Project Manager
Job Title

What are your duties at your current position?

Project management

Mackendy_Philippi_2025_Resume.pdf
Upload a Resume

Education

Name and location of High School or College:

Florida Atlantic University, Boca Raton FL

Field of study:

Urban and Regional Planning

Degree:

Bachelor's Degree

Other professional and/or technical training:

Masters Degree in Theology Science from Trinity International University

Are you currently or have you previously served on a City board or committee?

○ Yes ◉ No

If yes, which?

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

I am a veteran of the United States Navy after serving 8 years. I currently work as a project manager for the biggest city in Broward county. I have more than 18 years working as a public servant.

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

Project management skills, Microsoft Office and Revu capabilities. Bilingual, and love to move projects forward and service as a public servant for more than 18 years.

Application Certification

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ANY ALTERATIONS IN SHADED AREAS RENDER FORM VOID

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME *(Last, First, Middle)*
PHILIPPI, MACKENDY "NMN"

[redacted]

(For use by authorized agencies only)

24. CHARACTER OF SERVICE *(Include upgrades)*
HONORABLE

[redacted]

DD FORM 214, FEB 2000

PREVIOUS EDITION IS OBSOLETE.

MEMBER - 4

Mackendy Philippi

[redacted]

EDUCATION:

2020 **Masters in Theological Studies (MATS)**
Trinity International University

2013 **Bachelor of Urban and Regional Planning**
Florida Atlantic University, Boca Raton, Florida

Knowledge, Skills and Abilities:

Computer Skills: Microsoft Office– Excel, Word, PowerPoint, Adobe; AutoCAD, Project Management Software
Language Skills: Bilingual/Bicultural: English/French-Creole

- Design houses and buildings for use in military and civilian operations.
- Crime Prevention Through Environmental Design (CPTED) Certified
- Ability to establish and maintain effective relationship with contractors
- Knowledge of Federal, State, County, and local engineering and construction standards and requirements
- Completed statistics and calculus courses
- Skill and proficiency in presenting data and information to the public
- Knowledge of concepts, terminology, principles and analytical techniques of bituminous engineering.
- Design and construction and asphalt production and pavement operations.
- Able to use engineering tools, and instruments.
- Able to communicate effectively orally and in writing.
- Able to read/interpret specifications and procedures and to analyze and interpret engineering data.
- Plant level 1, Paving level I, Paving level II, Advanced MOT, Final Estimate II, QC Manager, PA Academy, Certified Public Manager Supervisor
- Certified Public Manager (CPM)
- Supervise and instruct employees on the procedure of construction on Florida Department of Transportation projects
- Recipient of the FDOT Partnering Award for work done at the Davie Road Park and Ride Facility in Davie, FL.
- Perform well in team setting and/or independently
- Outstanding management skills. Completed more than 12 successful construction projects, worth more than $50 Million all within time and money as a Project Administrator II with the Florida Department of Transportation (FDOT)

WORK EXPERIENCE:

2021 – Present Project Manager II

- Oversees contractors including conducting field visits to job sites to maintain project schedule and quality of work throughout all phases of each project, and will accompany contractors and inspectors on project inspections as needed
- Manages engineering and architectural consultants and contractors during the design and construction of various projects; ensures projects are completed on time, on budget, and with quality assurance
- Prepares, negotiates, executes, and manages task orders for professional consultants and contractors
- Prepares and oversees the preparation of Requests for Proposals (RFP), Requests for Qualifications (RFQ), and other bidding documents for a variety of services and resources in compliance with municipal, state, and federal code requirements
- Provides analysis, evaluation, and recommendation for award of contract; prepares projects for bid, including reviewing of plans, specifications, and estimates
- Reviews and approves contractor and consultant pay requests and invoices
- Develops and monitors project scope, budget, and schedule
- Prepares reports for upper management and stakeholder information
- Provides technical information and guidance on municipal projects; resolves project related issues
- Prepares required municipal, state, and federal reports for various construction projects; prepares reports, memorandums, and related correspondence; and coordinates related permits to ensure contract and regulatory compliance
- Produces construction documents and specifications
- Coordinates with other City departments, external agencies and applicants on projects

2021 – 2021 Transportation & Mobility Planner

- Serves as a dedicated point of contact for neighborhood transportation requests including but not limited to traffic flow, congestion, pedestrian & bicycle safety, and traffic calming. Includes regular meetings, presentations, and communications.
- Plan and conduct community outreach efforts designed to reach public consensus on specific implementation projects.
- Studies and makes recommendations for programmatic revisions designed to ensure transportation programs are efficient and responsive to the City's Planning Vision.
- Participate and manage transportation planning studies for areas and/or corridors to achieve the City's and neighborhood's vision.
- Collect and perform analysis of technical data to inform transportation studies
- Ability to pursue grants, including research, application and grant administration to implement transportation projects.

- Represents the City at technical and public meetings and has contact with other public and private agencies at the county, local, state and federal levels, with elected officials, and the public at large.
- May review roadway design plans to ensure they are consistent with the City Vision Plan and the requests provided from residents through previous requests.
- Provides information and assistance to City officials and management, other governmental agencies, and the general public.
- Plans and organizes assigned work programs and reviews work to ensure accuracy and timeliness.
- Work with others across the city and within the department for technical aspects of projects.
- Coordinates closely with Transportation & Mobility traffic engineering and transit staff on planning and implementation of projects.
- Manages consultant relationships and manage contracts.

2017 – 2021 Project Administrator II/ Project Engineer

- Performs advanced engineering work on multiple mid-size to major projects of moderate complexity.
- Schedules and manages subordinate staff assigned to respective projects for satisfactory job performance ensuring their compliance with Department policies and procedures related to Construction Engineering and Inspection.
- Promotes safety standards of personnel and equipment at the Construction project site.
- Provides on-site engineering design and construction support in resolving project related problems.
- Provides on-the-job training in construction inspection, testing and procedures by routinely meeting on the project sites and reviewing project schedules and daily reports.
- Provides technical assistance and related coordination activities to utility companies that are in construction phases regarding relocation of utilities within project limits.
- Prepares Monthly Progress Estimates, Final Estimates and other project correspondence or oversees the preparation of these if assigned to subordinate staff.
- Develops Contract Modifications to compensate for additional work and time.
- Responsible for public awareness and resolution of customer complaints related to assigned projects under construction.
- Reviews contract claims for time/monies and submits recommendations to the Resident Engineer and/or Operations Engineer. Recommends final acceptance of projects in conjunction with the Resident Engineer and/or Operations Engineer.
- Reviews construction plans and provides comments on constructability and contract time prior to projects going to letting. Coordinates Federal Highway Association (FHWA) approval of necessary contract modifications.
- Accompanies FHWA Engineers on project inspections as required. Investigates issues and arrives at solutions that are satisfactory to both the FHWA and the Department.

- Monitors EEO (Equal Employment Opportunity) compliance, On-the–Job training and DBE's (Disadvantaged Business Enterprise) to assure contract requirements are met by the contractor.
- Manages Consultant Construction Engineering and Inspection (CCEI) contracts and the responsible in charge of CCEI managed construction projects at all times.
- Visits assigned projects and monitors the CCEI to ensure construction project administration is in accordance with the contract documents, the Construction Project Administration Manual (CPAM), department policies and procedures.
- Provides guidance to the CCEI on plan errors, field changes, extra work, contract interpretations and procedure interpretations. Reviews and provides guidance to the CCEI on construction supplemental agreements, work orders, time extensions and other contract changes.
- Acts as the liaison between the CCEI, the Design Project Manager (DPM) and the Engineer of Record (EOR).

2015 – 2017 Project Administrator I/ Project Engineer

- Performs engineering work on multiple, minor to mid-size projects of low complexity.
- Assures that highway and bridge projects are constructed in accordance with contract documents.
- Assists project personnel, including contractor, in solving problems that may arise during construction.
- Supervises subordinate staff on assigned projects for satisfactory job performance ensuring their compliance with Department policies and procedures related to Construction Engineering and Inspection.
- Ensures that clear, accurate records are kept of all construction related activities.
- Communicates on a regular basis with Supervisors, Contractors and project personnel, both individually and in meetings to discuss work coordination, performance, and resolves project issues that may arise during construction.
- Prepares job related correspondence for contract modifications with Supervisor and office engineering staff.
- Prepares or assists in taking construction measurements and the preparation of weekly progress reports and monthly reports for final estimates.
- Monitors sampling and testing of materials used on projects and certifies proper requirements are met and documented.
- Reviews daily reports and prepares and transmits Monthly Progress Estimates, prepares Final Estimates and develops contract modifications to compensate for additional work and time.
- Certifies that all monthly and final payments submitted for a contract are correct and justified.
- Meets with utility representatives related to the coordination of necessary relocation due to the construction work and compliance with permits and/or utility relocation schedules.

- Reviews construction plans and provides comments on constructability prior to projects going to letting. Updates and revises various construction reports as required by the Resident Engineer/Operations Engineer.
- Responsible for public awareness and resolution of customer complaints at the direction of the Resident Engineer/Operations Engineer related to projects under construction.
- Monitors Equal Employment Opportunity (EEO) compliance, on-the-job training and Disadvantaged Business Enterprise (DBE) to assure contract requirements are met by contractors.
- Promotes safety standards of personnel and equipment at the Construction project site.

2014 – 2015 Resident Asphalt Coordinator, Florida Department of Transportation

- Performs engineering related work and technical assignments involving asphalt paving and plant operations
- Verify and perform quality control inspection for paving/plant operation to ensure compliance with the Contract Specifications Manager and develops processes for handling of various asphalt related operations.
- Provides guidance to Contractor's Quality Control in acceptance methods for correcting irregular and/or deficient areas.
- Monitors and tracks asphalt production and reviews Quality Control and Verification Technician's asphalt documentation for accuracy and specification compliance.
- Track and report the progress of projects and issues relating to asphalt.
- Attends and/or conducts pre-paving conferences.
- Assists Project Administrator in reviewing asphalt sub-section of project specific Quality Control plan.
- Provides technical assistance and oversees asphalt plant operations in Broward County.
- Acts as liaison between Construction and Materials Laboratory offices as it relates to asphalt operations.

2011 – 2014 Lab Technicians

- Quality assurance
- Study and test concrete for stability, strength and durability
- Nuclear dosimeter certified
- Conduct Florida department of transportation (FDOT) tests on asphalt for use in airports and roadways.
- Perform gradations and specific gravity on numerous materials for qualification and road work
- Travel to job sites to check densities and compaction efforts of asphalt and counsel the crew on discrepancies
- Plant level 1 certified

2008 – 2010 Senior Military Admission Advisor, Kaplan University, Boca Raton, Florida

- Recognized for effective and efficient provision of academic and professional recommendations to students
- Guide students to make educated career decisions and use of military benefits.
- Promptly and accurately communicated orally and in writing with students to help resolve academic and administrative challenges.
- Counseled students to make the right education decisions and helped students adapt to life in college
- Instructed and guided students on job outlooks of their degrees and how to present their achievement to potential employers.
- Present the university to potential students and sell the school's reputation
- Received outstanding mark for quality assurance/ quality control and customer service for the students.

2008 – Present Youth Counselor/ Church Construction Organizer

- Travel throughout South and Central Florida to advise and counsel young adults and their parents on life issues and education.
- Part of construction committee, which raises over $100,000 for new Church building
- Organize Summer camp for 40 kids from Pre-K to high school
- Part of the church construction board
- Leader of the Group of All Leaders (G.O.A.L) at church
- Contractor for translation services in the South Florida region
- Train and instruct at risk adults and youths on the importance of exercise and the benefits of a well-balanced diet.

2000 – 2008 Engineering, U.S. Navy

- Planned, supervised and performed tasks required in construction surveying, drafting, planning and estimating, and quality control ensuring completion of projects on time and within budget.
- Build roads, and housing units for civilian and military operations in Guam, Spain, Japan and stateside
- Build schools and dug wells for storm ravaged residents of Haiti
- Work in accord with the Alaska Department of Transportation to build connecting road in Ketchikan, Alaska.
- Leadership and contributing member of society training

AutoCAD Technician:
- Designed topography map with geodimeter and drafted residential structures in Florida.
- Recognized for accurately producing construction drawings and architectural layouts reviews.

Public Affairs Officer
- Researched, organized and wrote front page stories for the Military Base newspaper 'Southernmost Flyer' in Key West, Florida

- Communicated in publications the unit's functions, local involvements and activities.
- Submit written essays and stories to the base paper for distribution and posting

Assistant Command Fitness Leader

- Supervised the unit's fitness and morale department
- Lead and motivated over 40 personnel during physical training exercise by developing motivational tools to promote health and wellness.

1995 – 2000 Customer Service, AT&T

- Present new products and phone services to new and current AT&T customers
- Recognized for effective customer service; guide the costumers on how to take advantage of their phone benefits by offering less expensive plans
- Promptly communicated with customers orally and explained the benefits of keeping their service with the company.

CERTIFICATION: Certified Public Manager (CPM)

AWARD: Recipient, Military Member of the Year Award.
Recipient, U.S. Navy and Marine Corps achievement medal for work completed in Alaska.

AFFILIATION: Member, American Association of Civil Engineers, and American Planners Association (APA) Florida

Profile

Which Boards would you like to apply for?

Veterans Affairs Committee: Submitted

Question applies to Veterans Affairs Committee

Please upload a copy of your DD214

Wilfred
First Name

Middle Initial

Rodriguez
Last Name

[redacted]

Length of time as a resident in Tamarac:

5

What district do you live in? *

☑ District 2

Are you a registered voter in the City of Tamarac?

◉ Yes ○ No

[redacted]

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Employment

Employer

Job Title

What are your duties at your current position?

Upload a Resume

Education

Name and location of High School or College:

Field of study:

Degree:

Other professional and/or technical training:

Are you currently or have you previously served on a City board or committee?

○ Yes ○ No

If yes, which?

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

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Wilfred Rodriguez

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THIS

CERTIFICATE OF RELEASE

1. NAME (Last, First, Middle)

RODRIGUEZ, WILFRED JR

2.

AR

[redacted]

Wilfred Rodriguez Jr.

Personal Security Consultant and Advanced Firearms Instructor for W2 Training & Firearms

Leveraging 20+ years of service as an Infantry Officer, advanced schooling and over 700+ hours of post service training, Will Rodriguez and W2TF provides exceptional self-defense knowledge, expertise and training to its clients with the goal of making them self-defense leaders in their circles of influence.

PROFESSIONAL LICENSES/CERTIFICATES RATINGS, AWARDS, AND RECOGNITIONS

- Advanced Rangemaster Certified Firearms Instructor
- Vickers Tactical Instructor Development Course certified
- Sage Dynamics Red Dot Sight Certified Instructor
- ALiCE Active Shooter Instructor Certified
- Top Gun Graduate of Massad Ayoob's MAG 40 course
- US Law Shield Instructor
- NRA Instructor Certs – Pistol, Personal Protection in the Home & Outside the Home
- Refuse to Be a Victim Crime Prevention Instructor & Range Safety Officer
- Former Broward Sheriff's Office Armed Safe School Officer 144-hour training program graduate.
- USPSA, Speed Steel, IDPA, 2 & 3 Gun Competitive Shooter
- Florida "D" Unarmed Security Guard & "G" Armed Security Guard License
- Published writer in Infantry Magazine, SOFREP.com, SpotterUp.com, SpecialOperations.com, RE Factor Tactical and several appearances on the Wilkow Majority radio show.

[redacted]

EDUCATION

- BS: International Affairs and National Sec United States Military Academy 1981 – 1985
- Combined Arms Services & Staff School 1992
- Masters: Counseling & Leader Development C. W. Post LIU 1993 – 1994
- Combined Arms General Staff College Graduate 1998
- Coached & Trained by leaders in the shooting/self-defense community: Rangemster's Tom Givens, Sage Dynamics Aaron Cowan & Jon Dufresne, Massad Ayoob, Varg Freeborn, Shivworks Craig Douglas, Jared Reston, Larry Vickers, Frank Proctor & Scott Jedlinski
- Fluent in Spanish, Proficient in Russian

[redacted]

Profile

Which Boards would you like to apply for?

Veterans Affairs Committee: Submitted

Question applies to Veterans Affairs Committee

DD214__5_.pdf
Please upload a copy of your DD214

Harold (First Name) | (Middle Initial) | Montague (Last Name)

[redacted]

Length of time as a resident in Tamarac:

8 months

What district do you live in? *

☑ District 3

Are you a registered voter in the City of Tamarac?

◉ Yes ○ No

[redacted]

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Employment

Retired (Employer) | N/A (Job Title)

What are your duties at your current position?

N/A

Resume.pdf

Upload a Resume

Education

Name and location of High School or College:

Colgate University Hamilton, New York

Field of study:

Political Science

Degree:

Bachelor of Art

Other professional and/or technical training:

Retired Lt Col, USAF Officer with over 30 years of experience in military operations.

Are you currently or have you previously served on a City board or committee?

○ Yes ◉ No

If yes, which?

N/A

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

As a veteran, I'm always looking for opportunities to serve military retirees and my community. Having served in various military roles, my experience and knowledge would be a valuable asset to the Tamarac community.

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

My administrative experience and skill set includes (leadership skills, a strong work ethic, communications and networking)

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Harold Montague

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CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle)
MONTAGUE HAROLD LEWIS

SOCIAL SECURITY NUMBER

[redacted]

24. CHARACTER OF SERVICE (Include upgrades)
HONORABLE

[redacted]

DD FORM 214-AUTOMATED, FEB 2000

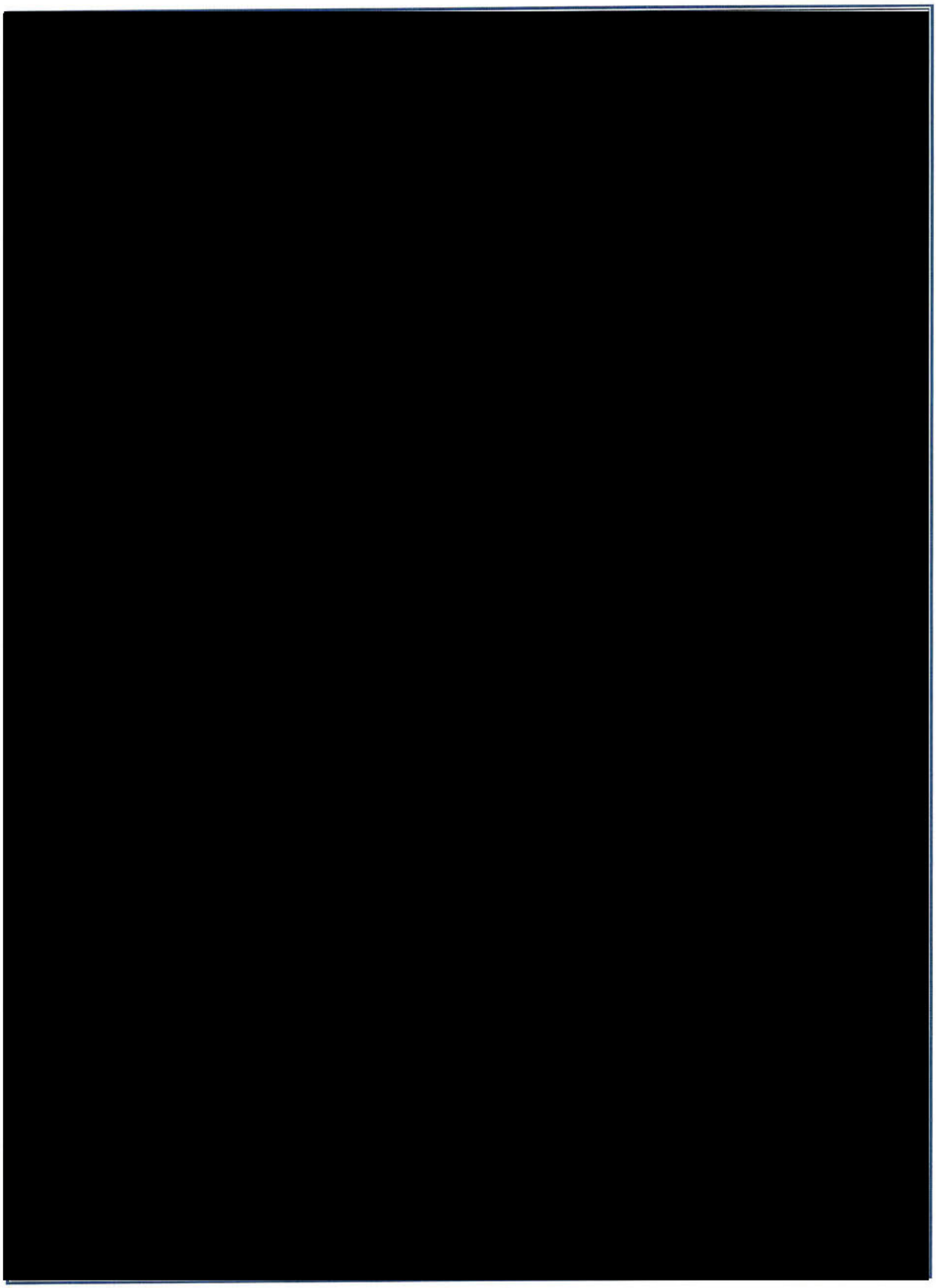
PREVIOUS EDITION IS OBSOLETE

MEMBER-4

Name: Harold L. Montague	[redacted]	Education: • BA Political Science, Colgate University, 1975 • Air University/Air War College - Correspondence, 2009

F3I-2 Related Experience

[redacted]



Profile

Which Boards would you like to apply for?

Veterans Affairs Committee: Submitted

Question applies to Veterans Affairs Committee

Malik_DD214.pdf
Please upload a copy of your DD214

Malik (First Name) | A (Middle Initial) | Mateen (Last Name)

[redacted]

Length of time as a resident in Tamarac:

4 years

What district do you live in? *

☑ District 3

Are you a registered voter in the City of Tamarac?

◉ Yes ○ No

[redacted]

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Employment

Retired (Employer) | Fighter (Job Title)

What are your duties at your current position?

Retired

Upload a Resume

Education

Name and location of High School or College:

Miami Dade Community College: Fire Rescue EMT Gold Coast Schools of RealEstate: Miami Dade

Field of study:

Fire Rescue EMT

Degree:

Certified

Other professional and/or technical training:

RealEstate Broker Fire Inspector FireFighter/EMT

Are you currently or have you previously served on a City board or committee?

○ Yes ◉ No

If yes, which?

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

I am presently an active member of the Kings Point Veterans Club and aware of the many issues facing veterans like homelessness, drug addiction, and suicide. Serving as a committee member I will have an opportunity to express the concerns of veterans and what resources the city may have that we as veterans can benefit from.

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

I've experienced seeing my friends, family members including myself; suffering from ptsd undiagnosed and after getting help; made my life much easier. I served as President of the Progressive Fire Fighters Association Of Dade County on different board positions. I'am currently serving as President of my building at Kings Point. I know that I would be an asset to the board.

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'80 NOV -3 A9:59

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR DADE COUNTY, FLORIDA

IN RE: CHANGE OF NAME OF * FAMILY DIVISION

[redacted]

THIS IS AN IMPORTANT RECORD
SAFEGUARD IT

PERSONAL DATA

1. LAST NAME - FIRST NAME - MIDDLE NAME
LAUGHLIN FREDDY LEE

[redacted]

SELECTIVE SERVICE

[redacted]

TRANSFER OR DISCHARGE DATA

[redacted] HONORABLE

[redacted]

SERVICE DATA

[redacted]

VA AND EMP. SERVICE DATA

[redacted]

REMARKS

[redacted]

AUTHENTICATION

[redacted]

DD FORM 1 JUL 64 214 PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE EFFECTIVE 1 JAN 67

ARMED FORCES OF THE UNITED STATES
REPORT OF TRANSFER OR DISCHARGE

Profile

Which Boards would you like to apply for?

Veterans Affairs Committee: Submitted

Question applies to Veterans Affairs Committee

Please upload a copy of your DD214

Eddy (First Name) R (Middle Initial) Espaillat (Last Name)

[redacted]

Length of time as a resident in Tamarac:

8 years

What district do you live in? *

☑ District 1

Are you a registered voter in the City of Tamarac?

◉ Yes ○ No

[redacted]

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Employment

Employer

Job Title

What are your duties at your current position?

Upload a Resume

Education

Name and location of High School or College:

Field of study:

Degree:

Other professional and/or technical training:

Are you currently or have you previously served on a City board or committee?

○ Yes ◉ No

If yes, which?

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

I am a veteran

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

Technology, Immigration Law

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Eddy R Espaillat

[redacted]

1. LAST NAME - FIRST NAME - MIDDLE NAME

ESPAILLAT Eddy Ramon Agustin

[redacted]

3. SOCIAL SECURITY NUMBER

[redacted]

[redacted]

4. CHARACTER OF SERVICE

HONORABLE

[redacted]

DD FORM 1 JUNE 73 214 MC PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE THIS IS AN IMPORTANT RECORD SAFEGUARD IT. REPORT OF SEPARATION PAGE 1

Profile

Which Boards would you like to apply for?

Veterans Affairs Committee: Submitted

Question applies to Veterans Affairs Committee

LOGO__1_.docx
Please upload a copy of your DD214

James
First Name

B
Middle Initial

Griffin
Last Name

[redacted]

Length of time as a resident in Tamarac:

5

What district do you live in? *

☑ District 4

Are you a registered voter in the City of Tamarac?

◉ Yes ○ No

[redacted]

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Employment

Employer

Job Title

What are your duties at your current position?

Upload a Resume

Education

Name and location of High School or College:

Field of study:

Degree:

Other professional and/or technical training:

Are you currently or have you previously served on a City board or committee?

○ Yes ○ No

If yes, which?

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

Application Certification

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The information provided on this form is true and correct. I consent to it being provided to the members of the City Commission, or designated representative, to verify any/all information provided.

James B Griffin

RE-1

LEGEND: Insert N/A to the items below which are not applicable

PERSONAL DATA

1. LAST NAME – FIRST NAME – MIDDLE NAME
GRIFFIN JAMES MICHAEL

[redacted]

TRANSFER OR DISCHARGE DATA

[redacted]

12. LAST DUTY ASSIGNMENT AND MAJOR COMMAND

[redacted]

13 a. CHARACTER OF SERVICE
HONORABLE

[redacted]

SELECTIVE SERVICE

[redacted]

SERVICE DATA

[redacted]

VA DATA

[redacted]

AUTHENTICATION

[redacted]

DD FORM 1 NOV 55 214

REPLACES EDITION OF 1 JUL 52, WHICH IS OBSOLETE.

ARMED FORCES OF THE UNITED STATES
REPORT OF TRANSFER OR DISCHARGE

2

Profile

Which Boards would you like to apply for?

Veterans Affairs Committee: Submitted

Question applies to Veterans Affairs Committee

LOGO.docx
Please upload a copy of your DD214

Jay (First Name) | B (Middle Initial) | Koutcher (Last Name)

[redacted]

Length of time as a resident in Tamarac:

5

What district do you live in? *

☑ District 4

Are you a registered voter in the City of Tamarac?

◉ Yes ○ No

[redacted]

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Employment

Employer | Job Title

What are your duties at your current position?

Upload a Resume

Education

Name and location of High School or College:

Field of study:

Degree:

Other professional and/or technical training:

Are you currently or have you previously served on a City board or committee?

○ Yes ○ No

If yes, which?

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

Application Certification

Jay B Koutcher

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Jay B Koutcher

RE 3

LEGEND: Insert N/A to the items below which are not applicable

1. LAST NAME – FIRST NAME – MIDDLE NAME

KOUTCHEL JULES

[redacted]

PERSONAL DATA

TRANSFER OR DISCHARGE DATA

13 a. CHARACTER OF SERVICE

HONORABLE

SELECTIVE SERVICE DATA

[redacted]

DD FORM 1 NOV 55 214

REPLACES EDITION OF 1 JUL 52, WHICH IS OBSOLETE.

ARMED FORCES OF THE UNITED STATES
REPORT OF TRANSFER OR DISCHARGE

2

Profile

Which Boards would you like to apply for?

Veterans Affairs Committee: Submitted

Question applies to Veterans Affairs Committee
DD214-Member_4_Copy-_Wilfredo_A_Ruiz.pdf
Please upload a copy of your DD214

Wilfredo (First Name) | A (Middle Initial) | Ruiz (Last Name)

[redacted]

Length of time as a resident in Tamarac:

10 years

What district do you live in? *

☑ District 4

Are you a registered voter in the City of Tamarac?

◉ Yes ○ No

[redacted]

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Employment

CAIR Fliruda Inc. (Employer) | Media dnd Outreach Director (Job Title)

What are your duties at your current position?

In charge of statewide outreach to interfaith communities. In charge of all communication with Media outlets, issue press releases, organize Press Conferences.

Resume___WilfredoAmrRuiz___Jul22.docx
Upload a Resume

Education

Name and location of High School or College:

Hartford International Seminaty Univ of PR Law School

Field of study:

Law, Chaplaincy

Degree:

Juries Doctor

Other professional and/or technical training:

US Navy Officers School; US Naval Justice School; US Navy Chaplains School

Are you currently or have you previously served on a City board or committee?

(•) Yes ( ) No

If yes, which?

Miami Dade COmmunity Relations Board Secretary

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

Would like to bring my experience bringing communities to know each other, understand each other, and work together for the common good; strengthening the resilience of our city.

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

I am a chaplain and lawyer by profession; presently working in community outreach statewide. I bring ample communications and media relations expertise for the benefit of our city's goals.

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Wilfredo A Ruiz

CAUTION: NOT TO BE USED FOR IDENTIFICATION PURPOSES

THIS IS AN IMPORTANT RECORD. SAFEGUARD IT.

20

ANY ALTERATIONS IN SHADED AREAS RENDER FORM VOID

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME *(Last, First, Middle)*
RUIZ, WILFREDO ANGEL

3. SOCIAL SECURITY NO.

[redacted]

24. CHARACTER OF SERVICE *(Include upgrades)*
HONORABLE

[redacted]

DD Form 214, NOV 88 S/N 0102-LF-006-5500 *Previous editions are obsolete.*

MEMBER - 4

WILFREDO

A. RUIZ, Esq.

[redacted]

SKILLS

Community and Interfaith Outreach
Strategic planning
Civil Rights
Public Relations
Media Relations
Public Speaking
Fundraising
Teamwork / Collaboration
Excellent communication skills
Negotiation
Franchise Development

EDUCATION

Hartford International University for Religion and Peace
Hartford, CT • 2007

MA Candidate: Islam & Christian Muslim Relation

Naval Chaplaincy School and Center
US Navy• 2005

Chaplain School

US Naval Justice School
Newport, RI• 1993

Military Justice

US Navy - Officer Training Command
Newport, RI• 1992

Officer Development School

PROFESSIONAL SUMMARY

Highly experienced and results-oriented communications, public and media relations director, attorney at law, political analyst, and chaplain with a very successful and versatile career in Public Service and NGOs in the areas of Communications, Public and Media Relations, Government Relations, and Civil Rights. Energetic, with a sincere passion for service combined with strong leadership and interpersonal skills supported by a solid background in the areas of communications, interfaith relations, civil rights, political science, government, and military law. Excellent communications and counseling skills and a natural ability to hire and develop strong, talented, productive, and highly engaged teams and coalitions. Honorably served as a US Naval officer - Lieutenant - for the Judge Advocate General acting as trial counsel, defense counsel, and legal assistance attorney; and again as a Lieutenant for the US Navy Chaplain Corps - CCPO.

WORK HISTORY

CAIR Florida, Inc. - Director of Communications
Miami/Fort Lauderdale, FL• 2014 - Current

- Built and strengthened relationships with members of the media in order to promote positive coverage.
- Manage an internal database of local, national, and international media outlets, journalists, and opinion leaders.
- Represented the CAIR-FL at multiple local as well as national public forums and conferences.
- Worked with the communications team to drive internal promotion of organizational programs, initiatives, guiding principles and mission.
- Wrote off-site SEO content such as press releases, guest blog posts and informational articles.
- Wrote an average of 6-8 engaging, accurate and effective press releases and media advisories each month for public policy responses, civil rights issues, media responses, event announcements, and public relations efforts.
- Acted as the primary point of contact for all incoming media calls, including requests for interviews with CAIR-FL executives.
- Wrote and distributed talking points for all executives to use in public communications in face of crisis situations.
- Planned and launched innovative, creative, and effective internal communications strategies, such as the "Cloud Based Virtual Office" for message distribution and collaboration amongst all four CAIR-FL satellite offices.
- Identified value propositions and key messages for all of the organizational marketing campaigns.
- Created and implemented external communications strategies for key organizational initiatives such as a the "Know Your Rights" tour, Ramadan fundraising campaign, "A Dollar a Day" campaign, Bullying Survey, Islam 101, Islamophobia Campaign, Muslim Capitol Day, among others.
- Planned and coordinated the re-launch of CAIR-FL website to incorporate a newsroom, issues & campaigns, events & programs, fundraising, and services in one dynamic and interactive online platform.

University of Puerto Rico
San Juan, PR• 1991

Juris Doctor: Law

University of Puerto Rico - Mayaguez
Mayaguez, PR• 1988

Bachelor of Arts: Political Science and Government

CERTIFICATIONS

2018
Digital Marketing Fundamentals Certificate
University of Vermont
Continuing and Distance Education

- Oversaw entire online presence, including websites and all social media platforms.
- Managed "Meltwater" competitive intelligence tool data to analyze latest developments and identify areas of opportunities and growth.
- Drafted and managed print, online and social media communications designed to promote CAIR-FL's chapter, according to CAIR National mission and values.
- Proofed and approved production and printing drafts of promotional materials; coordinated with internal divisions, partners and local vendors to guarantee on time, cost-effective delivery of all marketing communications materials to promote achievements and services.

CAIR-Florida, Inc. - Legal Counsel
Miami/Ft. Lauderdale, FL• 2011 - 2014

- Counseled clients on civil rights matters and immigration issues.
- Represented interests of clients in negotiations with external parties and stakeholders, including regulators, external counsel and public authorities.
- Conducted interviews with clients to establish and verify key case information.
- Drafted complaint documents and advocacy letters on clients' behalf.
- Drafted readable and enforceable agreements, contracts and other legal documents to protect client's full legal rights.
- Conducted trainings in the areas of traveling rights, interviews with law enforcement, workplace discrimination.
- Conducted media interviews as client representative and spokesperson.
- Represented CAIR-FL at different venues and offered

Church World Service Inc. - Religious Services Coordinator
Miami, F• 2008 - 2011

- Responsible for addressing the diverse and broad religious needs of the detainees providing worship and prayer services, counseling, crisis intervention, religious education, visitations spiritual and pastoral care to all detainees and staff
- Facilitated detainees' opportunity to pursue their individual religious beliefs and practices in accordance with current law, Federal regulations, and the Department of Homeland Security Detention Standards.
- Applied knowledge regarding crisis interventions to assist in emergency situations.
- Researched and prepared materials that would be used in worship services.

IHP Hospitality Group - Franchise Attorney / Human Resources
Aguadilla, PR• 2007 - 2011

- Researched and wrote contracts, agreements, and proposals for the franchising of hotel properties with renowned hotel chains.
- Addressed strategic issues of public policy.
- Interpreted laws, rulings and regulations for the management.
- Submit legal opinions in areas of corporate law, franchise law, labor law, administrative and criminal law.
- Worked with management and staff to resolve pre-litigation disputes.
- Addressed employee concerns regarding demotion and termination.
- Directed training for over 225 employees each year, in the areas of leadership, career development, harassment, keeping company operations smooth and production efficient with skilled candidates.
- Liaised between multiple business divisions to improve communications.
- Instructed senior leaders on appropriate employee corrective steps.

- Maintained company compliance with all local, state and federal laws, in addition to establishing organizational standards.
- Monitored and handled all employee claims, including performance-based and harassment incidents.
- Discovered and resolved complex issues that affected management and business decisions.

Connecticut Valley Hospital - Chaplain
Middletown, CT• 2005 - 2006

- Facilitated Religious Practice of psychiatric patients of diverse religious affiliations within State Psychiatric Institution.
- Offered religious counseling and spiritual guidance to all patients.
- Lead religious services and practices in Hospital and Forensic facilities.

Ortega Núñez & Ruiz Cabán, PSC - Senior Attorney
Cayey, PR• 1997 - 2004

- Responsible for the overall administrative operations of the Law Firm.
- Directly engaged in client's legal counseling and representation before local, federal courts and courts martial; also before federal and state administrative forums.
- Responsible for hiring, training, and supervising attorneys, paralegal and clerical staff.
- Implemented the strategic vision for the organization, articulate plans and goals to meet successful legal and financial objectives, ensure customer satisfaction and a professional representation.
- Ensured that ethical and professional counseling were successfully provided and maintained.
- Directly supervised and trained clerical, legal and paralegal staff.
- Represented a wide variety of client base such as corporations, military and civilian members before the local and federal legal systems.

US Navy - Judge Advocate Officer - Lieutenant
Norfolk, VA• 1993 - 1997

- Lieutenant Naval JAG Officer, responsible for the supervising and training of attorneys and paralegal.
- Represented over 1,000 legal assistance clients and dozens of defendants facing a wide variety of Courts Marital including General, Special and Summary Courts Martial.
- Represented dozens of service-members facing Naval Administrative Discharge Boards.
- Awarded Navy Achievement Medal for, among other things, obtaining an over fifty percent dismissal - acquittal rate in military Courts Martial.

AFFILIATIONS

2018 - 2022
Member - South Florida Muslim Federation
2017 - present
Emergency Relief Volunteer - ICNA Relief USA
2012 - present
Writer - State of Formation | Journal of Inter-Religious Dialogue Contributing Scholar
2011 - present
Board Member - South Florida Chapter - Interfaith Workers Justice

Profile

Which Boards would you like to apply for?

Veterans Affairs Committee: Submitted

Question applies to Veterans Affairs Committee

SS_DD214.pdf
Please upload a copy of your DD214

Sydia (First Name) | (Middle Initial) | Spence (Last Name)

[redacted]

12 years

What district do you live in? *

☑ District 4

Are you a registered voter in the City of Tamarac?

◉ Yes ○ No

[redacted]

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Employment

Holistic AyuQi LLC (Employer) | APRN (Job Title)

What are your duties at your current position?

I design and deliver preventive wellness and coaching programs that integrate functional medicine principles, botanical education (Western, Ayurvedic, and TCM), aromatherapy, mind–body practices, lifestyle support, and health-informed money coaching. I conduct client assessments, create individualized wellness plans, provide education and coaching sessions, develop courses and workshops, and oversee program development and business operations.

Holistic_Wellness_Coach_Resume.docx
Upload a Resume

Education

Name and location of High School or College:

Liberty University

Field of study:

Nursing

Degree:

Doctor of Clinical Nursing Practice

Other professional and/or technical training:

Accounting

Are you currently or have you previously served on a City board or committee?

○ Yes ◉ No

If yes, which?

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

I am a U.S. military veteran, Doctor of Nursing Practice–Family Nurse Practitioner (DNP–FNP), and founder of Holistic AyuQi LLC and the Healthy Wealth Blueprint™ prevention framework. My professional background spans healthcare, preventive wellness, education, and community-based support, with a strong focus on helping individuals navigate stress, chronic health risks, and life transitions in sustainable ways. Through my work, I support veterans, nurses, and other caring professionals who are often operating in survival mode—balancing health challenges, financial stress, and system-level barriers. I bring both lived experience as a veteran and professional experience working with complex health, lifestyle, and reintegration challenges. My work is rooted in service, prevention, education, and empowerment rather than crisis-only intervention. I would like to serve on the Veterans Affairs Committee because I care deeply about ensuring veterans have access not only to resources, but to clear pathways, prevention-focused support, and practical guidance that improves long-term quality of life. Many veterans struggle silently with stress-related health issues, burnout, financial strain, and difficulty navigating available systems. I am motivated to help strengthen communication, outreach, and preventive strategies so veterans can access support earlier—before challenges escalate into crises. Serving on this committee would allow me to contribute my time, insight, and collaborative approach to help bridge gaps between veterans, community resources, and local initiatives. I value thoughtful policy, practical solutions, and teamwork, and I am committed to serving with integrity and respect for diverse veteran experiences.

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

Yes. I bring a combination of veteran experience, healthcare expertise, and program development skills that can be valuable to the committee: Firsthand understanding of military culture, transition challenges, and the long-term impact of service. Advanced training in nursing, functional and preventive health principles, and stress-related conditions. Experience designing community-based programs, workshops, and educational resources Ability to look at how health, stress, finances, and access to services intersect Skilled at translating complex information into clear, practical guidance for diverse audiences I believe this blend of experience allows me to contribute meaningfully to discussions around veteran well-being, outreach, prevention, and community collaboration.

Application Certification

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Sydia Spence

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CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME *(Last, First, Middle)*
ORAHAM SYDIA "NMN"

2. SOCIAL SECURITY NUMBER
[redacted]

[redacted]

24. CHARACTER OF SERVICE *(Include upgrades)*
HONORABLE

[redacted]

DD FORM 214, FEB 2000 | PREVIOUS EDITION IS OBSOLETE. | MEMBER - 4

SYDIA N SPENCE, DNP, FNP-C, MSN, MAFM
Founder & Wellness Coach | Preventive Health & Lifestyle Education
Holistic AyuQi LLC | Healthy Wealth BlueprintZ
Tamarac, FL
[redacted]

CAREER SUMMARY

Prevention-focused wellness coach, educator, and program designer with advanced training in nursing, functional medicine, and holistic health systems. Brings a systems-based, non-clinical approach to supporting stress resilience, metabolic balance, inflammatory regulation, and sustainable lifestyle change for veterans, nurses, and caring professionals.

Combines evidence-informed health education, botanical and aromatherapy guidance, mind–body practices, and practical lifestyle and money coaching to help individuals and organizations reduce burnout risk and prevent progression along chronic disease continuums. Known for translating complex concepts into calm, realistic, and actionable strategies.

CORE AREAS OF EXPERTISE

- Preventive Wellness Coaching & Education (Non-Clinical)
- Stress & Nervous System Resilience
- Metabolic & Lifestyle Balance
- Inflammatory & Immune Support Education
- Botanical Therapy Education (Western, Ayurvedic, TCM)
- Aromatherapy & Mindf Body Practices
- Lifestyle & Habit Change Coaching
- Health-Informed Money & Overtime Stress Coaching
- Program Development & Workshop Facilitation
- Community & Corporate Wellness Initiatives

EDUCATION

Doctor of Nursing Practice (DNP), Clinical Leadership
Liberty University – Lynchburg, VA
Master of Science in Nursing (MSN), Family Nurse Practitioner Track
Chamberlain University – Addison, IL
Master of Science in Accounting & Financial Management (MAFM)
DeVry University – Miramar, FL
• CPA Option (coursework completed)
Certified Functional Medicine Practitioner
Functional Medicine University
Certificate in Legal Nurse Consulting
Broward College – Coconut Creek, FL
Certified Ayurvedic Practitioner
Yoga Veda Institute

PROFESSIONAL EXPERIENCE

Founder & Wellness Coach
Holistic AyuQi LLC | Healthy Wealth BlueprintZ
Tamarac, FL | 2019 – Present

- Design and deliver non-clinical preventive wellness coaching programs focused on stress resilience, metabolic balance, and inflammatory/immune support.
- Facilitate Prevention & Wealth Mapping Sessions to help clients identify patterns related to stress, lifestyle, energy, recovery, and financial strain.
- Develop stage-based wellness programs (Foundation, Rebalancing, Optimization, Integration) that prioritize sustainability and nervous-system safety.
- Provide education on:
    - Botanical therapy
    - Aromatherapy for stress regulation and daily routines
    - Nutrition and lifestyle rhythms using integrative principles
    - Gentle movement practices
    - Mind–body practices including breathwork and meditation
- Support clients in addressing health-related money stress, overtime patterns, and burnout-driven lifestyle habits.
- Create and lead workshops, group training, and educational content for individuals, organizations, and community settings.
- Develop self-guided courses and educational materials for digital learning platforms.
- Manage business operations, program development, client communication, and outreach.

Healthcare Background
Department of Veterans Affairs | Sunrise, FL
2012 – 2023

- Extensive experience working with veterans and interdisciplinary teams within large healthcare systems.
- Strong understanding of chronic stress, burnout, and long-term health risks faced by veterans and healthcare professionals.
- Background in patient education, prevention strategies, and system navigation that informs current coaching and program design.
-

COMMUNITY & PROFESSIONAL INVOLVEMENT

- American Association of Nurse Practitioners (AANP)
- Veteran-focused community engagement and wellness initiatives
- Health education, prevention, and wellness advocacy

REFERENCES

Available Upon Request

Profile

Which Boards would you like to apply for?

Veterans Affairs Committee: Submitted

Question applies to Veterans Affairs Committee

DD_214.pdf
Please upload a copy of your DD214

Carlos John (First Name) | J (Middle Initial) | Melendez (Last Name)

[redacted]

Length of time as a resident in Tamarac:

23 years

What district do you live in? *

☑ District 2

Are you a registered voter in the City of Tamarac?

◉ Yes ○ No

[redacted]

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Employment

SIC Investigations, Inc. (Employer) | President/CEO/owner (Job Title)

What are your duties at your current position?

conduct investigations in the US and International community.

Company_Profile_and_Experience_2025.pdf
Upload a Resume

Education

Name and location of High School or College:

University of Nebraska at Omaha

Field of study:

Political Science

Degree:

BS

Other professional and/or technical training:

Army Aviator: Dual rated, rotary and fixed wing qualified, dual rated instruments. Airborne Ranger. Certified Fraud Examiner, Certified International Investigator, Florida licensed Investigator.

Are you currently or have you previously served on a City board or committee?

○ Yes ◉ No

If yes, which?

Experience

Tell us about yourself. Why would you like to serve as a board or committee member?

I am an retired Army Officer, retired after 20 years of service. I am a Disabled Vet. I wish to advise and assist other Vets who are unaware of the benefits they are entitled to. Further, by my service to the City's committee on Vets, I wish to promote the history and current record of the United States Army.

Do you have a specific skill, experience or expertise you believe to be beneficial to the board you are applying?

I was trained as an Army Operations Officer to solve problems.

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ANY ALTERATIONS IN SHADED AREAS RENDER FORM VOID

DD FORM 1 JUL 79 214

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME *(Last, first, middle)*
MELENDEZ, CARLOS JOHN

SOCIAL SECURITY NO.
[redacted]

[redacted]

8

MEMBER - 1

SIC Investigations, Inc.

[redacted]

Company Profile and Experience

Carlos J. Melendez
Major U.S. Army (retired)
Certified Fraud Examiner
Certified International Investigator
Management Consultant
Cyber Security Consultant

COMPANY PROFILE

SIC Investigations, Inc. is a Florida corporation owned and operated by Carlos J. Melendez, an Army retiree after 20 years of service. SIC has been quietly providing investigative and security consulting services to local, state, national and international clients since 1984. As a Certified Fraud Examiner, Certified International Investigator, and licensed Florida Private Investigator, SIC's growth through the years thrived on word-of-mouth referrals.

SIC continues to serve Fortune 50 and Fortune 500 companies, multi-national corporations, and government agencies. Private sector clients include the financial and legal community as well as the insurance industry throughout the United States and abroad.

High net worth clients and high-profile investigations requiring special handling and discretion have been the hallmark in SIC's book of business. Cases dealing with threats to Intellectual Property, competitive intelligence, counterintelligence, cyber threats have all been part of SIC's efforts protecting client's privacy, reputation, and assets.

Threat assessments to enterprise networks, personal computers & electronic devices are a necessary step in protecting company assets.

Services involving location of assets, identifying money laundering activities, and other transactional investigations are but part of SIC's record of successful investigations.

Specialized management consultation is provided to assist clients in the development of strategies designed to protect clients from known or emerging threats from unknown sources.

Protection from fraudulent intrusions, personal protection, surveillance, intellectual property issues, and recovery of assets are part of SIC's knowledge base.

In recent years, unlawful activities such as "hacking" have become very sophisticated because of the development of sophisticated technology. Threats to individuals and businesses exist because of the dependence on computers and electronic devices. Social media is fertile territory for serious mischief leading to fraud and personal compromise.

SIC provides protection with highly specialized and technical services against cyber-attacks and TCSM.

Specialized technical services include computer protection from hacking, email tracing, internet profiling, threat analysis and vulnerability assessments. Evaluation and analysis of computer enterprise networks and computer network configuration are services offered by SIC.

HISTORICAL REFERENCES.

Melendez has served as a US delegate to the Center for International Financial Crimes, University of Florida Law School. As a Certified Fraud Examiner and Certified International Investigator, Melendez provides guest speaker appearances on security subjects ranging from surveillance techniques, money laundering investigations, fraud, computer, and information security. Melendez

speaks to community organizations, associations, and corporations on Terrorism, Homeland Security, and current security issues. He is a founding member and serves as a volunteer in the Citizen's Corp Council for the City of Tamarac, Florida.

Carlos J. Melendez, President of SIC Inc., has testified before United States Congressman E. Clay Shaw's House Ways, and Means sub-committee in July 2000 to discuss issues of privacy, Identity Theft, and the use of Social Security Number as a national identifier throughout the United States.

Melendez was invited to participate in the State of Florida's first meeting of the Task Force on Science and Technology in August 2000 to discuss these same issues and their relevance in Florida as they affected Technology.

Just after the World Trade Center attacks by International Terrorists, Melendez assisted the Washington Post in identifying terrorists involved in the 9 11 attacks living in South Florida and New Jersey.

Specialty assignments involving high level security included Melendez's selection as the Security Director/Consultant for the Miami International Boat Show in 1983 – 1985. SIC provided security guards, site assessments, and investigative support to Lloyd Yanis, Director of the National Marine Manufacturer's Association (NMMA) for three boat show locations situated throughout Miami and Miami Beach. Security for boat show attendees and high value Mega Yachts were high priority objectives.

SIC provided a combined investigative and protection detail to a high-net-worth investment banker who became victim to a fraud scheme by a convicted felon. The case was prepared and coordinated with the Bureau of Alcohol, Tobacco, and Firearms and local Metro police in arresting this felon, carrying a concealed weapon in the glove compartment of his automobile.

SIC was selected by Hines, an international real estate firm, to function as the Security Consultant for the South's tallest building and Miami's signature skyscraper, an office and banking facility identified as the Southeast Financial Center.

SIC has performed counterfeit investigations involving heavy equipment parts, computer software, computer games, movies, music, clothing, handbags, and other products. During these investigations, the results proved profits from these sales were tied to organized crime, international criminal organizations, drug cartel and international terrorism.

SIC has provided investigations highlighting Medicaid and Medicare fraud through organized gangs staging automobile accidents and phony clinics engaged in fraudulent billing and ghost patients.

Other high-profile assignments included SIC's involvement in providing protective services to Tiffany Jewelers and Vanity Magazine for various high-profile events in South Florida. These services involved armed protection and safeguarding of principals, staff, and high dollar jewelry during photo shoots with such high-profile names as Super Model Naomi Campbell, and Jennifer Lopez. SIC provided protection for Lopez in a magazine layout at a posh Coconut Grove home situated on the Biscayne Bay waterfront property. Sensitive and non-public assignments are routinely provided by SIC to private clients requiring specialized protective services.

SIC provided investigative services to Datasec during a takeover of Multi-Core, a New England high tech company under contract to provide "Tempest" computer systems to government and national security agencies. Through the combined efforts of SIC and Datasec, sensitive classified equipment and material were secured by Carlos J. Melendez, contributing to the national security of the United States.

Under the direction of Dr. John Hope, SIC was engaged by DYNCORP in their pursuit of a State Department contract aimed at the international war on drugs. The contract called for a worldwide deployment of aviation assets which included: rotary, single and multi-engine fixed wing aircraft, crop dusters, with over 230 pilots, air crew members, and aviation mechanics to fly and maintain the aircraft and ground support equipment. Through SIC's efforts in identifying and recruiting over 230 personnel previously described, DYNCORP was successfully awarded a multi-million contract let by the Bureau of International Narcotics Matters (INM) that is in force today.

SIC's success and reputation in the everchanging world of security is due in large measure to experience and lessons learned while serving two combat tours in Viet Nam, service as an operations and plans officer at FORCES COMMAND in Atlanta and in V Corp Germany. These assignments involved writing Army regulations for Army Aviation units. Additionally, Carlos J. Melendez directed annual Aviation operational readiness inspections of Army Aviation units.

With his final posting in the last of 20 years of service, Melendez served as an Operations Officer with the Caribbean Contingency Joint Task Force, Key West, Florida formed by Jimmy Carter, President of the United States. The mission of CCJFT was to plan for and execute interdiction operations of the growing threat of narcoterrorism in South America.

SIC represents combined military, government and private sector experience which is a capability that can be useful in the world of advanced technology and complex business relationships. SIC can deploy agents with requisite skills anywhere the client requires assistance and resolution. These areas include the US, Caribbean, Middle East, South America, Canada, Far East and Europe. Prospective clients can expect to receive unique and cost-effective solutions to immediate needs wherever required.

SIC is fully capable of providing directed smaller scale investigations as well as expanded, long term and complex solutions to national and international investigations. SIC's database and Internet research capabilities combined make for a formidable capability in engaging crime in the modern world.

SIC provides staffed alarm systems in addition to security protective services upon request. All requests will require an onsite evaluation of the threat as well as access to all company records. Insider information often comes from employees.

END.

CARLOS J. MELENDEZ - CIVILIAN QUALIFICATIONS from 1981 to present.

- Management Consultant
- Information Technology Consultant
- Information Security Consultant
- Member Association of Former Intelligence Officers (AFIO)
- Certified Fraud Examiner, **CFE**
- Certified International Investigator, **CII**
- Competitive Intelligence Professional
- Guest Speaker/Expert Witness
- Private Investigator, Class C License #**0001855**, Florida
- Private Investigative Agency, Class A License #**A0002225**
- FAA Commercial Pilot, Helicopter/Fixed Wing Multi-Engine
- Concealed Weapons License #8807739, Florida
- Notary Public, State of Florida
- Florida Certified Vendor in Minority Business Enterprise Program
- State of Florida Approved Vendor
- Resolution Trust Corporation Approved Vendor
- Security Consultant/Director, Miami International Boat Show
- Director of Security, DATRAN office complex
- United States Coast Guard Licensed Captain
- YMCA Certified SCUBA Diver
- Delegate to the Centre for International Financial Crimes Center (CIFCS), University of Florida Law School

INSURANCE COMPANIES & CORPORATE CLIENTS

- Aetna Insurance
- The Citadel (Canada)
- Chubb
- Cigna
- Equitable Insurance
- Fireman's Fund
- Gates McDonald
- John Hancock
- Lloyds of London
- Massachusetts Mutual
- Minnesota Mutual
- Northwestern Insurance
- The St. Paul Insurance Co.
- Atlantic Mutual
- Travelers
- Western World
- UNUM
- USF & G
- Caterpillar Inc.
- Microsoft
- Intel
- Johnson & Johnson
- AEGIS FINSERV CORP.
- 3M
- CPC International
- Epson
- Nintendo
- Reebok
- Nike
- Ryder Systems
- Cayman Airlines
- Challenge Air
- ANC Rental Corporation
- Chanel
- Fendi
- Washington Post

High Profile private clients and celebrities – references available upon request

Law firms:

- Amster Rothstein & Ebenstein, LLP New York, New York
- Akerman LLP Miami
- BakerHostetler Washington, D.C.
- Beard Winter LLP Toronto, Canada
- Bilzin Sumberg Miami, FL
- Forbes Chochla LLP Toronto, Canada
- Foley & Lardner LLP Miami, FL
- Harper Meyer Miami, FL
- Kelly Drye New York and Miami
- Kriendler & Kriendler LLP New York
- Kozyak Tropin & Throckmorton P.A., Miami, FL
- Holland & Knight Miami, FL
- Levin Papantonio Pensacola, FL
- Milling Benson Woodward LLP New Orleans, LA
- Neal & McDevitt Chicago, IL
- O'Connor Hernandez Miami, FL
- Pattishall, McAuliff, Newbury, Hilliard & Geraldson LLP Chicago, IL
- Podhurst Orseck P.A., Miami
- Rogers & Wells New York, New York
- Blouin Dunn Toronto, Canada
- Shea & Gould New York and Miami, FL
- Squire Patton Boggs (US) LLP, Miami, FL
- Weissman & Dervishi P.A., Miami
- Williams & Connolly LLP, Washington D.C.
- Wilmer Hale Washington D.C.

[redacted]

End.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: April 7, 2026

SUBMITTED BY: Fariel Khan

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: 14385

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14385 - A Resolution of the City Commission of the City of Tamarac, Florida, amending the City of Tamarac list of charitable entities by adding “Vere Technical Alumni Association, Inc., Florida Chapter” and "Jafco," to the list of charitable entities with which the City of Tamarac recognizes a formally approved relationship, attached hereto as Exhibit “A,” for the express purpose of compliance with Section 1-19(c)(5)(a)(4) of the Broward County Code of Ordinances; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: The Director of Financial Services recommends that TR#14385, amending the list of charitable entities with which the City of Tamarac recognizes a sponsorship or co-sponsorship relationship, be placed on the April 7, 2026, Consent Agenda for approval by the City Commission.

BACKGROUND:

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

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

municipality.

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

On January 14, 2026, through Resolution No. R-2026-001, the City Commission amended the list, adding to the charitable entities with whom the City of Tamarac recognizes a sponsorship or co-sponsorship relationship.

The City Commission has reviewed the existing list of charitable entities approved as part of Resolution No. R-2026-001 and has reviewed the addition to the list of charitable entities as follows:

Additions:

- Vere Technical Alumni Association, Inc., Florida Chapter - *Commissioner Morey Wright*
- JAFCO – *Mayor Michelle Gomez*

The updated list of charitable organizations is attached as Exhibit “A.”

City staff has verified that the “Vere Technical Alumni Association, Inc., Florida Chapter,” and “JAFCO” are a 501(c)(3) charitable organization. Supporting documentation from the Internal Revenue Service is attached as Exhibit “B.”

ISSUE:

Staff received a request from Commissioner Morey Wright and Mayor Michelle Gomez, as indicated below, to amend the list of charitable entities that are recognized as having a

sponsorship or co-sponsorship relationship by the City of Tamarac.

STRATEGIC GOALS: Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:

TR-14385 Amended_Charitable Entities Memo-FINAL2.docx
TR14385_Amending_List_of_charities_Resolution_032526-FINAL.docx
TR-14385 Exhibit A.pdf
EXHIBIT B-Charity Navigator - Vere Technical Alumni Assoc..png
EXHIBIT B-Charity Navigator - JAFCO.png

City of Tamarac
Interoffice Memorandum
Financial Services Department
ADMINISTRATION DIVISION

To: **Levent Sucuoglu, City Manager**

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

Date: **March 24, 2026**

Re: **Temporary Resolution #14385 - Amending list of Charitable Entities**

Recommendation:
The Director of Financial Services recommends that TR#14385, amending the list of charitable entities with which the City of Tamarac recognizes a sponsorship or co-sponsorship relationship, be placed on the April 7, 2026, Consent Agenda for approval by the City Commission.

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

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

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Additions:

- Vere Technical Alumni Association, Inc., Florida Chapter - *Commissioner Morey Wright*
- JAFCO – *Mayor Michelle Gomez*

The updated list of charitable organizations is attached as Exhibit “A.”

City staff has verified that the “Vere Technical Alumni Association, Inc., Florida Chapter,” and “JAFCO” are a 501(c)(3) charitable organization. Supporting documentation from the Internal Revenue Service is attached as Exhibit “B.”

Fiscal Impact:

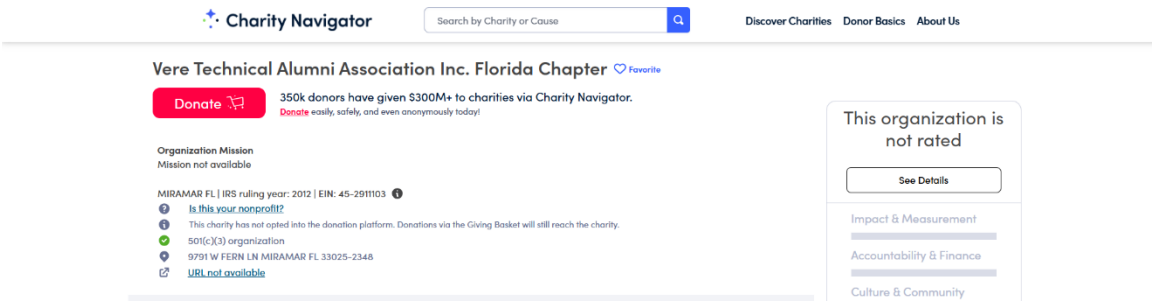
The City budgets an amount for total charitable contributions each year. There is no additional fiscal impact to the City from this Resolution.

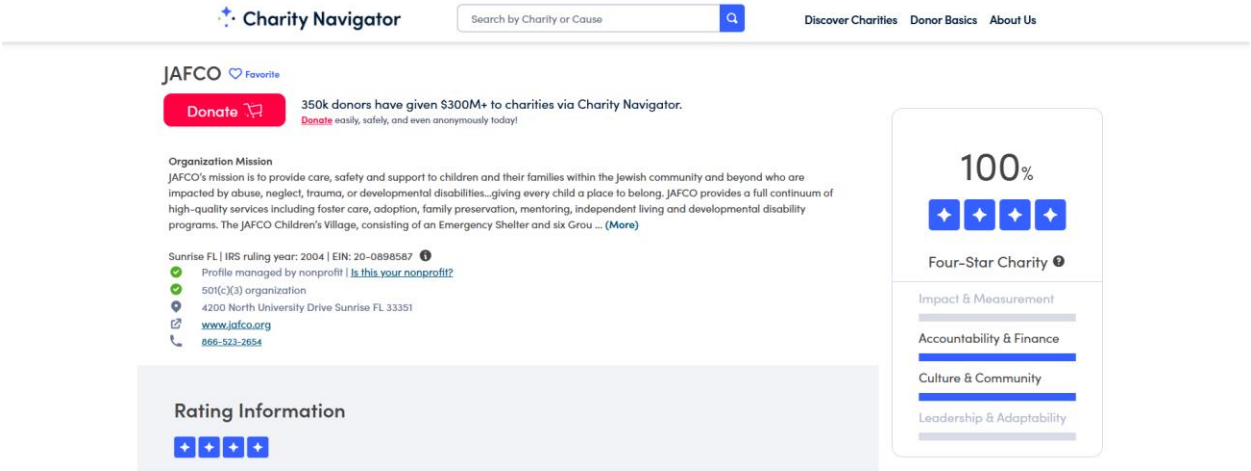
EXHIBIT A

City of Tamarac List of Charitable Entities

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

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


Charity Navigator
Search by Charity or Cause
Discover Charities
Donor Basics
About Us
Vere Technical Alumni Association Inc. Florida Chapter
Favorite
Donate
350k donors have given $300M+ to charities via Charity Navigator.
Donate easily, safely, and even anonymously today!
Organization Mission
Mission not available
MIRAMAR FL | IRS ruling year: 2012 | EIN: 45-2911103
Is this your nonprofit?
This charity has not opted into the donation platform. Donations via the Giving Basket will still reach the charity.
501(c)(3) organization
9791 W FERN LN MIRAMAR FL 33025-2348
URL not available
This organization is not rated
See Details
Impact & Measurement
Accountability & Finance
Culture & Community


Charity Navigator
Search by Charity or Cause
Discover Charities
Donor Basics
About Us
JAFCO
Favorite
Donate
350k donors have given $300M+ to charities via Charity Navigator.
Donate easily, safely, and even anonymously today!
Organization Mission
JAFCO's mission is to provide care, safety and support to children and their families within the Jewish community and beyond who are impacted by abuse, neglect, trauma, or developmental disabilities...giving every child a place to belong. JAFCO provides a full continuum of high-quality services including foster care, adoption, family preservation, mentoring, independent living and developmental disability programs. The JAFCO Children's Village, consisting of an Emergency Shelter and six Grou ... (More)
Sunrise FL | IRS ruling year: 2004 | EIN: 20-0898587
Profile managed by nonprofit | Is this your nonprofit?
501(c)(3) organization
4200 North University Drive Sunrise FL 33351
www.jafco.org
866-523-2654
Rating Information
100%
Four-Star Charity
Impact & Measurement
Accountability & Finance
Culture & Community
Leadership & Adaptability

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING THE CITY OF TAMARAC LIST OF CHARITABLE ENTITIES, BY ADDING "VERE TECHNICAL ALUMNI ASSOCIATION, INC., FLORIDA CHAPTER," AND "JAFCO," TO THE LIST OF CHARITABLE ENTITIES WITH WHOM THE CITY OF TAMARAC RECOGNIZES A FORMALLY APPROVED RELATIONSHIP, ATTACHED HERETO AS EXHIBIT "A", FOR THE EXPRESS PURPOSE OF COMPLIANCE WITH SECTION 1-19(C)(5)(A)(4) OF THE BROWARD COUNTY CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

WHEREAS, on January 14, 2026, through Resolution No. R-2026-001, the City Commission amended the list, adding to the charitable entities; and

WHEREAS, the City of Tamarac seeks to amend the previously adopted list of entities with which the City of Tamarac has a formally approved relationship with to include "Vere Technical Alumni Association, Inc., Florida Chapter," and "JAFCO," as set forth in Exhibit "A", attached and incorporated herein, to ensure compliance with the Code of Ethics; and

WHEREAS, the City Commission finds that the formally approved charities and events organized by and promoted by those entities listed on Exhibit "A" is in

the best interest of the health, safety, and welfare of the business owner, residents, and visitors of the City.

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

Section 1: The foregoing recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the City Commission; and all exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2: The City Commission of the City of Tamarac, Florida, hereby amends the City of Tamarac list of charitable entities to add "Vere Technical Alumni Association, Inc., Florida Chapter," and "JAFCO," to the list of entities with which the City has a formally approved relationship as set forth in Exhibit "A", attached and incorporated herein, to ensure compliance with the Code of Ethics.

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

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

Section 5: This Resolution shall become effective immediately upon adoption.
PASSED, ADOPTED AND APPROVED this _____ day of _____, 2026.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

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

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

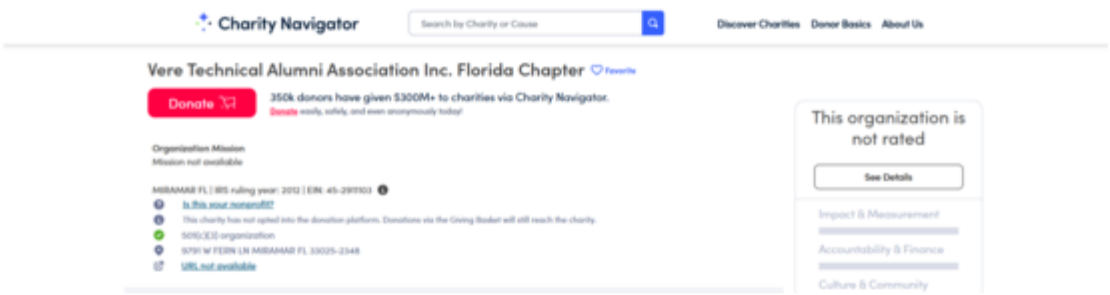
HANS OTTINOT
CITY ATTORNEY

EXHIBIT A

City of Tamarac List of Charitable Entities

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

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


Charity Navigator
Search by Charity or Cause
Discover Charities
Donor Basics
About Us
Vere Technical Alumni Association Inc. Florida Chapter
Favorite
Donate
350k donors have given $300M+ to charities via Charity Navigator.
Donate easily, safely, and even anonymously today!
Organization Mission
Mission not available
Is this your nonprofit?
This charity has not opted into the donation platform. Donations via the Giving Basket will still reach the charity.
501(c)(3) organization
URL not available
This organization is not rated
See Details
Impact & Measurement
Accountability & Finance
Culture & Community


Charity Navigator
Search by Charity or Cause
Discover Charities
Donor Basics
About Us
JAFCO
Favorite
Donate
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JAFCO's mission is to provide care, safety and support to children and their families within the Jewish community and beyond who are impacted by abuse, neglect, trauma, or developmental disabilities...giving every child a place to belong. JAFCO provides a full continuum of high-quality services including foster care, adoption, family preservation, mentoring, independent living and developmental disability programs. The JAFCO Children's Village, consisting of an Emergency Shelter and six Grou ... (More)
Sunrise FL | IRS ruling year: 2004 | EIN: 20-0898587
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TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: April 7, 2026

SUBMITTED BY: Collette Tibby

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: 2625

AGENDA SECTION: **ORDINANCE(S) - FIRST READING**

TITLE: TO2625 - An Ordinance of the City Commission of the City of Tamarac, Florida, adopting a small scale local land use plan amendment to the City of Tamarac's Comprehensive Plan Future Land Use Map in accordance with Chapter 163, specifically Section 163.3187 of the Florida State Statutes, for said lands situated, lying, and being in Broward County, Florida, and located on the east side of N Hiatus Road, North of W Commercial Boulevard, at 5600 N Hiatus Road, shown in Exhibit "A" and more particularly described in the legal description shown in Exhibit "B" attached hereto, to change the future land use of approximately 6.1 gross acres of land from "Commercial" to "Industrial" to facilitate the development of an industrial warehouse facility and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 2-LUA-25) authorizing transmittal of the Small Scale Land Use Map Amendment to the Broward County Planning Council for recertification of the City of Tamarac Future Land Use Map; providing for amendment to the land use plan to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:
1_-_Memo_-_Coast_Logoistics_SSLUPA.docx
2_-_Temporary_Ordinance_No_2625.docx
2a - Exhibit A - Survey.pdf
2b - Exhibit B - Legal Description.docx
3 - LUPA Justification Narrative.pdf
4 - Location Map - Coast Logistics SSLUPA.pdf

5 - City of Tamarac Future Land Use Map.pdf
6 - Pre-Application Neighborhood Meeting Summary.pdf
7 - Application for Amendment to City of Tamarac Land Use Plan.pdf
8 - BIE TO2625.docx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 26-03-003M
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu,
City Manager

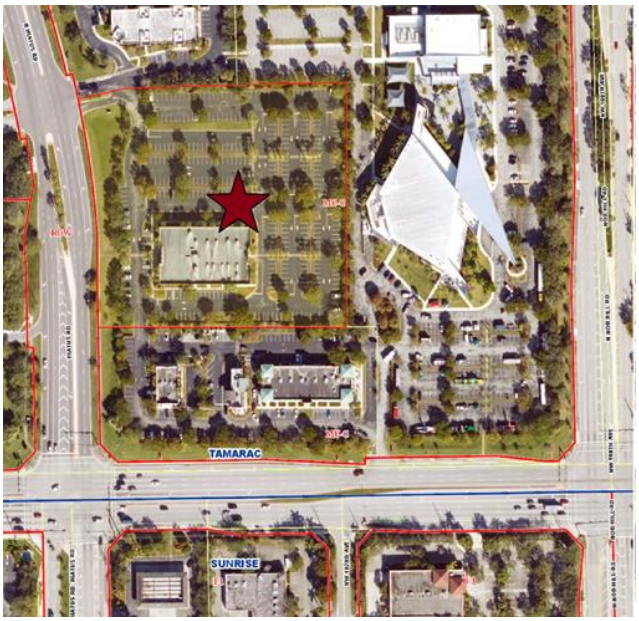
FROM: Kent Walia
Community Development Director

DATE: March 12, 2026

RE: Coast Logistics – Small Scale Land Use Plan Amendment
TO# 2625.

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed Small Scale Land Use Plan Amendment to change the Future Land Use designation of the subject property from "Commercial" to "Industrial" to facilitate development of the proposed Industrial Warehouse Facility, with first reading on April 7, 2026, and second reading on April 22, 2026 (see attached Temporary Ordinance No. 2625).

ISSUE: Dennis Mele, Esq., for Greenspoon Marder, LLP, designated agent for the property owner, The Genesis Group, LLC, is requesting approval of a Small Scale Local Land Use Plan Amendment to change the Future Land Use Map designation of the subject property from "Commercial" to "Industrial" to facilitate the development of an Industrial Warehouse Facility (see attached Land Use Plan Amendment – Justification Narrative).



Aerial Photograph

LOCATION: The subject property is the location of the former Gold Coast School located on the east side of N Hiatus Road, north of W Commercial Boulevard, at 5600 N Hiatus Road (see Aerial Photograph above and attached Location Map).

The property is 6.1 gross acres in size (5.5 net acres in size), has a current zoning classification of MU-C (Mixed-Use Corridor) and a current City of Tamarac Future Land Use designation of "Commercial" (see attached City of Tamarac Future Land Use Map). The Broward County Future Land Use Map designation is "Commerce."

Surrounding Land Use and Zoning:

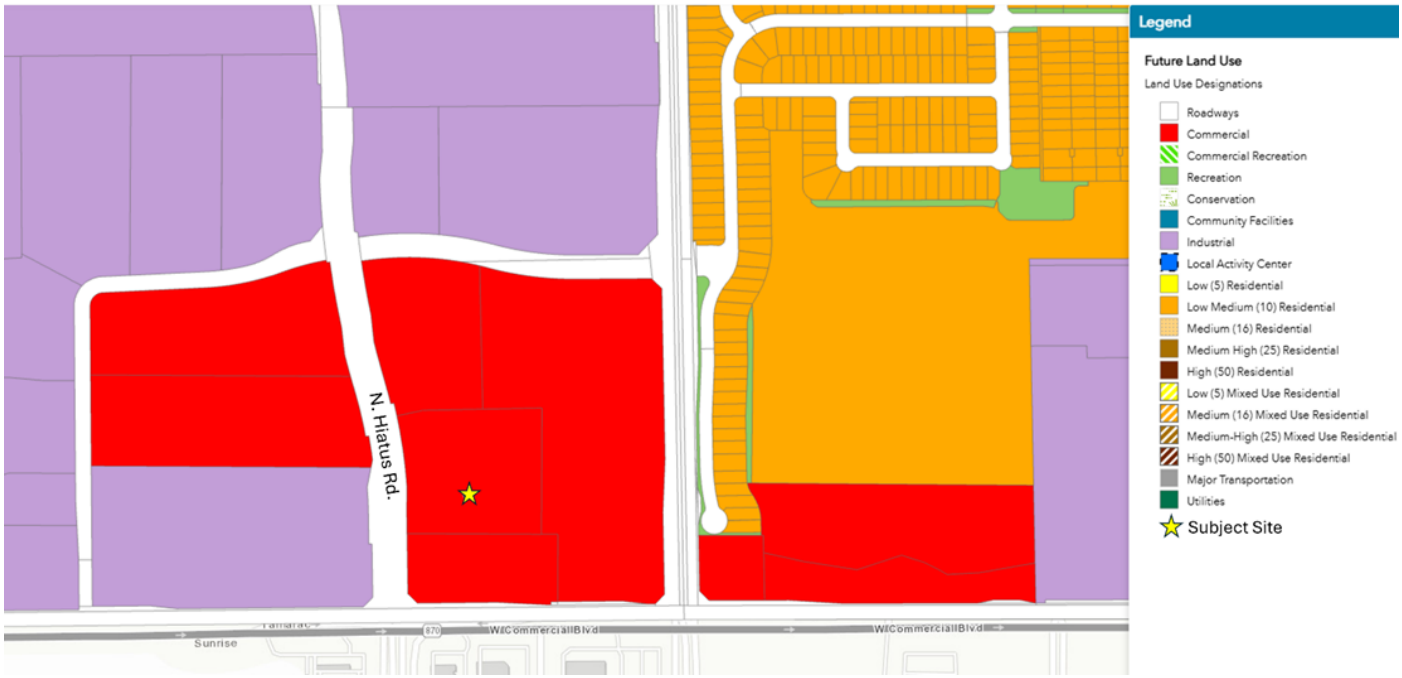
North: Realtors' office zoned MU-C (Mixed-Use Corridor) with a Future Land Use designation of "Commercial".

South: Westpoint Retail Center zoned MU-C (Mixed-Use Corridor) with a Future Land Use designation of "Commercial".

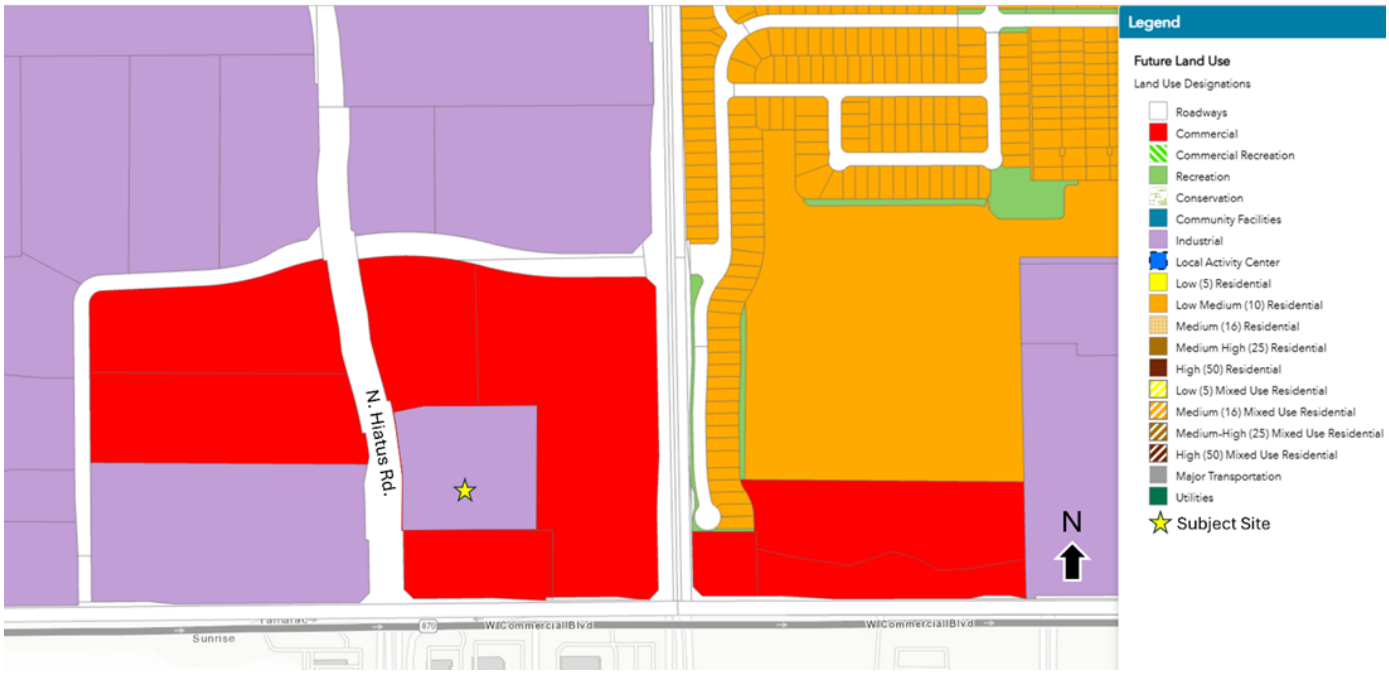
East: Community Chirstian Church zoned MU-C (Mixed-Use Corridor) with a Future Land Use designation of "Commercial".

West: Sonny's The Car Wash Factory zoned BP (Business Park) with a Future Land Use designation of "Industrial".

Current "Commercial" FLUM Designation



Proposed "Industrial" FLUM Designation



BACKGROUND: The subject property was platted in 1995 as a portion of the Westpoint Section 7 plat and was developed in 2004 as a component of the Westpoint Business Center. The Business Center includes three additional properties: the parcel at 5850 N Hiatus Road, located immediately north of the subject property, which contains a Realtors' office; the parcel at 5870 N Hiatus Road, which contains another Sonny's The Car Wash Factory building; and the Westpoint Retail Center property, located immediately south of the subject property, which contains CareSpot Urgent Care and Dunkin Donuts. All four (4) properties share a common access point on N Hiatus Road and also have access from W Commercial Boulevard and State Street.

The subject property is the former location of the Gold Coast Schools that included the Gold Coast Professional School, Gold Coast School of Insurance, Gold Coast School of Construction, and the Gold Coast School of Real Estate. The subject property currently includes an approximately 20,000 square foot building with associated parking, landscaping, and infrastructure.

The proposed Small Scale Local Land Use Map (SS-LUPA) Amendment from "Commercial" to "Industrial" is necessary to facilitate the development of the proposed Industrial Warehouse Facility. Pursuant to Future Land Use Element of the 2050 Comprehensive Plan (Comp Plan) Objective 1 Policy 1.2 the proposed "Industrial" Future Land Use designation permits Industrial, communication facilities, recreation, community facilities and utilities, limited commercial and retail businesses, and manufacturing and production uses, warehouse, wholesale, freight movement uses, and waste and salvage uses. Thus, the proposed Industrial Warehouse Facility is allowed within the "Industrial" Future Land Use designation.

The SS-LUPA qualifies as a local amendment that requires approval by the City only and is not subject to review by state or regional agencies pursuant to Section 163.3184(1)(c), Florida

Statutes, as the amendment involves fifty (50) acres or fewer, does not include a text amendment to the Comprehensive Plan, and is not located within an area of critical state concern. The proposed amendment will not require an amendment to the Broward County Land Use Plan due to the Broward County Land Use Map designation of "Commerce" which allows for Industrial land uses; however, recertification of the City's Future Land Use Map will be required.

A Pre-Application Neighborhood Meeting was conducted on February 11, 2026, in accordance with Section 10-5.3(C) of the Land Development Code. Three (3) members of the public attended the meeting and inquired about the proposed tenant, the number of anticipated tenants, and the notification for future meetings (see attached Neighborhood Meeting Summary).

Accompanying the SS-LUPA application is a request to rezone the subject property from MU-C (Mixed-Use Corridor) to BP (Business Park) to facilitate the development of an Industrial Warehouse Facility. Furthermore, to legally substantiate the granting of the development requests, the applicant will be required to file the appropriate applications with Broward County to officially amend the existing plat to allow for industrial uses on the subject property.

An application for Site Plan Approval (Major) for the proposed Industrial Warehouse Facility was also submitted concurrently for review. The application for Site Plan Approval (Major) will be brought before the Planning Board and City Commission at a later date upon completion of the review by the Development Review Committee (DRC).

ANALYSIS: Pursuant to Land Development Code (LDC) Section 10-5.4(B)(3) Comprehensive Plan Amendment Review Standards *"Amending the Comprehensive Plan is a matter committed to the legislative discretion of the City Commission In deciding the application, the City Commission shall consider and weigh the relevance of and consider whether and the extent to which the proposed amendment is necessary in order to address conditions including, but not limited to, the following:*

(a) A change in projections or assumptions from those on which the Comprehensive Plan is based: Are public facilities and services available for the proposed use.

An Analysis of Public Facilities and Services was provided within the Land Use Plan Amendment application (see attached Application for Amendment to City of Tamarac Land Use Plan). The proposed industrial land use represents a decrease in potable water, sanitary sewer, solid waste, and traffic demand in comparison to the existing commercial land use.

Potable Water – Adequate and available (see Table below).

Current Land Use Plan Designation: Commercial		
Development Intensity	**Generation Rate***	**Demand**
61,000 sq. ft. Commercial (ERU Ref Code C05 Merchandising)	x 0.185 ERU/1,000 sq. ft.	= 11.3 ERU
Proposed Land Use Plan Designation: Industrial		
Development Intensity	**Generation Rate***	**Demand**

61,000 sq. ft. Industrial (ERU Ref Code C06 Warehouse mixed use)	x 0.168 ERU/1,000 sq. ft.	= 10.2 ERU

Net Change: - 1.1 **ERU**

Sanitary Sewer – Adequate and available (see Table below).

Current Land Use Plan Designation: Commercial		
Development Intensity	**Generation Rate***	**Demand**
61,000 sq. ft. Commercial	30 GPD/1,000sq. ft.	1,830 GPD
Proposed Land Use Plan Designation: Industrial		
Development Intensity	**Generation Rate***	**Demand**
61,000 sq. ft. Industrial	27 GPD/1,000sq. ft.	1,647 GPD
	Net Change: -183 GPD	

Solid Waste – Adequate and available (see Table below).

Current Land Use Plan Designation: Commercial		
Development Intensity	**Generation Rate**	**Demand**
61,000 sq. ft. Commercial	4 lb./100 sq. ft./day	2,440 lbs./day
Proposed Land Use Plan Designation: Industrial		
Development Intensity	**Generation Rate***	**Demand**
61,000 sq. ft. Warehouse	2 lbs./100 sq. ft./day	1,220 lbs./day
	NET CHANGE: - 1,220 lbs./day	

Drainage Analysis - The wet season water level for the property is 4.5 NAVD. The design storm elevation for the 10-year 1 day, 25 year 3 day and 100 year 3 day events is 9.5 NAVD. The site will meet the adopted level of service, as required.

Recreation and Open Space – Not applicable for “Industrial” Future Land Use designation.

Traffic Circulation Analysis – Level of Service of County and City Collector Roads do not meet level of service standard for the long-range planning horizon (see Tables below). However, the proposed Industrial land use provides for a reduction of daily trips. A traffic study will be provided as part of the Site Plan Approval (Major) request that will further review the project trip generation of the existing commercial school use, trip distribution and assignment, level of service of existing roadways contributed by the proposed use, and assess the impact of the project trips at nearby intersections most affected by the development proposal.

TABLE 1							
EXISTING ROADWAY CONDITIONS (2020)							
ROADWAYS	**LANES**	**AADT**			**Peak Hour**		
		Volume	Capacity	LOS	Volume	Capacity	LOS
EAST-WEST							
Commercial Boulevard							

E. of Sawgrass Xway	6	27000	59900	C	2565	5390	C
E. of Nob Hill Road	6	31000	59900	C	2945	5390	C
E. of Pine Island Road	6	32000	59900	C	3040	5390	C
NORTH-SOUTH							
Hiatus Road							
N. of 44 St	4	14500	37810	C	1378	3401	C
N. of Commercial Blvd	4	12700	37810	C	1207	3401	C
Nob Hill Road							
N. of 44 St	4	22000	37810	C	2090	3401	C
N. of Commercial Blvd	4	23000	37810	C	2185	3401	C
N. of McNab Rd	4	23500	37810	C	2233	3401	C
Pine Island Road							
N. of 44 St	6	34000	56905	C	3230	5121	C
N. of Commercial Blvd	4	22500	56905	C	2138	5121	C
N. of McNab Rd	4	20500	37810	C	1948	3401	C

TABLE 2

EXISTING ROADWAY CONDITIONS (2045)							
ROADWAYS	**LANES**	**AADT**			**Peak Hour**		
		Volume	Capacity	LOS	Volume	Capacity	LOS
EAST-WEST							
Commercial Boulevard							
E. of Sawgrass Xway	6	46300	59900	C	4399	5390	C
E. of Nob Hill Road	6	52200	59900	C	4959	5390	C
E. of Pine Island Road	6	57500	59900	C	5463	5390	F
NORTH-SOUTH							
Hiatus Road							
N. of 44 St	4	50600	37810	F	4807	3401	F
N. of Commercial Blvd	4	46800	37810	F	4446	3401	F
Nob Hill Road							
N. of 44 St	4	38400	37810	F	3648	3401	F
N. of Commercial Blvd	4	49300	37810	F	4684	3401	F
N. of McNab Rd	4	42900	37810	F	4076	3401	F
Pine Island Road							
N. of 44 St	6	63800	56905	F	6061	5121	F
N. of Commercial Blvd	6	49100	56905	C	4665	5121	C
N. of McNab Rd	4	47800	37810	F	4541	3401	F

Table A: Trip Generation Comparison Analysis

Land Use	Scale	Units	AM Peak Hour			PM Peak Hour			Daily
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	
EXISTING LAND USE									
Shopping Plaza (40-150k) (LUC 821)	61.000	ksf	210	126	84	503	246	257	5,641
Total			**210**			**503**			**5,641**
PROPOSED LAND USE									
Warehousing (LUC 150)	61.000	ksf	20	15	5	26	7	19	84
Total			**20**			**26**			**84**
Difference	-	-	(190)	(111)	(79)	(477)	(239)	(238)	(5,557)

Source: ITE Trip Generation Manual (12th Edition) Supplement

Shopping Plaza (40-150k) (LUC 821)	Daily	T = 136.41(X) - 2680.46
	AM Peak	T = 3.89(X) - 27.40
	PM Peak	T = 9.34(X) - 66.48
Warehousing (LUC 150)	Daily	T = 1.38(X)
	AM Peak	T = 0.10(X) +13.43
	PM Peak	T = 0.11(X) +19.62

Public Education – Not applicable for "Industrial" Future Land Use designation.

(b) Is the plan amendment suitable for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources of the site.

The plan amendment is suitable for the proposed Industrial Warehouse Facility in relation to the character of the land and the surrounding area. The subject property is currently developed with the vacant Gold Coast Schools building with associated parking, landscaping, and infrastructure. There are no environmental or natural resources such as wetlands of the site. Additionally, the site is not located within a wellfield zone of influence according to the Broward County Wellfield Map. Lastly, the subject property does not contain any historic resources.

(c) Is the plan amendment the minimum amount of land needed to achieve the goals and requirements of the Comprehensive Plan.

The proposed plan amendment is the minimum amount of land needed in order to achieve the goals and requirements of the Comprehensive Plan and redevelop subject property with the proposed Industrial Warehouse Facility.

The proposed amendment is also consistent with the following policies of the City's 2050 Comprehensive Plan:

Future Land Use Element

Policy 9.7 – *The City will continue to facilitate the development of commercial, industrial, utilities, and other nonresidential land uses to ensure they are located in a manner compatible with adjacent land uses and does not adversely affect the health, safety, welfare, or aesthetics of existing or future residential areas*.

Policy 10.3 – *The City shall ensure that future industrial land uses shall be located with access to major transportation facilities including the arterial streets and the Sawgrass Expressway*.

(d) A change in the policies, objectives, principles, or standards governing the physical development of the City or any other geographic areas addressed by the Comprehensive Plan.

The subject property contains the former Gold Coast Schools building that is adjacent to existing industrial land uses located to the west of the subject property across N Hiatus Road. The proposed land use plan amendment from "Commercial" to "Industrial" will provide a location for the proposed Industrial Warehouse Facility as the Industrial land use designation allows for industrial and warehouse uses.

(e) Identification of errors or omissions in the Comprehensive Plan.

The proposed SS-LUPA will ensure that the City's Future Land Use Map is reflective of the goals, objectives, and policies outlined in the City's 2050 Comprehensive Plan and will allow for the establishment of a zoning classification consistent with the proposed "Industrial" Future Land Use designation.

It is the opinion of the Director of Community Development that the request for SS-LUPA meets each of the general review standard conclusions based on findings of fact supported by competent, substantial, and material evidence.

CONCLUSION: This item supports Goal #3 of the City of Tamarac's 2040 Strategic Plan, "Tamarac is Economically Resilient." The approval of the SS-LUPA will facilitate the redevelopment of the former Gold Coast School property and directly support the City's strategic objective by being business-friendly and fostering economic growth.

This request also supports the following policies of the Future Land Use Element of the City of Tamarac 2050 Comprehensive Plan:

Policy 1.5 - *The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances.*

Policy 2.2 - *Facilities and services must meet the level of service standards established by this Comprehensive Plan. Facilities and services must be available concurrently with development or development orders and permits issued by the City must be specifically conditioned on the availability of facilities and services necessary to serve the proposed development.*

The Director of Community Development recommends that the City Commission approve the proposed Small Scale Local Land Use Plan Amendment to facilitate the development of a proposed Industrial Warehouse Facility at its April 7, 2026, meeting for first reading and at its April 22, 2026, meeting for second reading with a condition of approval:

1. The applicant shall submit the appropriate applications to the Broward County Planning Council to recertify the City's Future Land Use Map and supply a copy of the approved recertified map to the Community Development Department prior to the issuance of a

building permit.

FISCAL IMPACT: The applicant paid a $3,500 application fee in accordance with the Community Development Department's fee schedule.

INTERVENING ACTION: At its March 4, 2026, meeting, the Planning Board voted 3-0 to forward a favorable recommendation for the proposed Small Scale Land Use Plan Amendment to the City Commission at its April 7, 2026, meeting for first reading and at its April 22, 2026, meeting for second reading.

Kent Walia,
Director of Community Development

Attachments:

Temporary Ordinance No. 2625
Exhibit "A" – Survey
Exhibit "B"- Legal Description
Land Use Plan Amendment – Justification Narrative
Location Map
City of Tamarac Future Land Use Map
Pre-Application Neighborhood Meeting Summary
Neighborhood Meeting Summary
Application for Amendment to City of Tamarac Land Use Plan
Business Impact Estimate (BEI)

KW/rwj

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ADOPTING A SMALL SCALE LOCAL LAND USE PLAN AMENDMENT TO THE CITY OF TAMARAC'S COMPREHENSIVE PLAN FUTURE LAND USE MAP IN ACCORDANCE WITH CHAPTER 163, SPECIFICALLY SECTION 163.3187 OF THE FLORIDA STATE STATUTES, FOR SAID LANDS SITUATED, LYING, AND BEING IN BROWARD COUNTY, FLORIDA, AND LOCATED ON THE EAST SIDE OF N HIATUS ROAD, NORTH OF W COMMERCIAL BOULEVARD, AT 5600 N HIATUS ROAD, SHOWN IN EXHIBIT "A" AND MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTION SHOWN IN EXHIBIT "B" ATTACHED HERETO, TO CHANGE THE FUTURE LAND USE OF APPROXIMATELY 6.1 GROSS ACRES OF LAND FROM "COMMERCIAL" TO "INDUSTRIAL" TO FACILITATE THE DEVELOPMENT OF AN INDUSTRIAL WAREHOUSE FACILITY AND PROVIDE CONSISTENCY WITH THE LAND DEVELOPMENT CODE IN ACCORDANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN OF THE CITY OF TAMARAC; PROVIDING FOR AMENDMENT TO THE LAND USE PLAN TO REFLECT SUCH CHANGE; AUTHORIZING TRANSMITTAL OF THE SMALL SCALE LAND USE MAP AMENDMENT TO THE BROWARD COUNTY PLANNING COUNCIL FOR RECERTIFICATION OF THE CITY OF TAMARAC FUTURE LAND USE MAP; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, provisions of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 require adoption of a comprehensive plan; and

WHEREAS, the City of Tamarac, Florida, pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, and in accordance with all of its terms and provisions, has prepared and adopted a Comprehensive Plan which has been submitted to, and reviewed by, the South Florida Regional Planning Council and the State of Florida Department of Commerce; and

WHEREAS, Section 163.3187(1), Florida Statutes, allows local governments to periodically make Small Scale Land Use Amendments to recertify their Comprehensive Plan Future Land Use Map, if the proposed amendment: (a) involves a use of fifty (50) acres or fewer, (b) the proposed amendment does not involve a text change to the goals, policies, and objectives of the comprehensive plan, and (c) the property that is the subject of the proposed amendment is not located within an area of critical state concern; and

WHEREAS, the subject area, consisting of approximately 6.1 gross acres in size, located on the east side of N Hiatus Road, north of W Commercial Boulevard, at 5600 N Hiatus Road, shown in Exhibit “A”, and more particularly described in the legal description shown in Exhibit “B” is currently designated by the City Comprehensive Plan Future Land Use Map as “Commercial”; and

WHEREAS, the Broward County Land Use Map designation of the subject property is Commerce; and

WHEREAS, Dennis Mele, Esq., for Greenspoon Marder, LLP, designated agent for the property owner, The Genesis Group, LLC, has filed an application for a Small Scale Local Land Use Map Amendment to change the designated use of the 6.1 gross acres from “Commercial” to “Industrial” to facilitate the development of an Industrial

Warehouse Facility; and

WHEREAS, the Future Land Use Map amendment is being adopted conditionally upon the Broward County Planning Council recertification of same; and

WHEREAS, pursuant to the provisions of the Code of Ordinances of the City of Tamarac, Florida, public notice has been given of the time and place of the public hearings regarding the adoption of the proposed Small Scale Local Land Use Plan Amendment to the City of Tamarac's Comprehensive Plan Future Land Use Map and said public hearings have been held in accordance with the notice and the public has been given an opportunity to be, and has been heard; and

WHEREAS, the Planning Board, after a duly noticed public hearing held on March 4, 2026, reviewed the Small Scale Local Land Use Plan Amendment and found the application met the requirements of Article 5, Section 10-5.4(B) of the Code of Ordinances, and is consistent with the goals, policies and objectives of the Comprehensive Plan and recommended approval of the Small Scale Local Land Use Plan amendment to the Mayor and City Commission; and

WHEREAS, the Director of Community Development recommends the adoption of the proposed Small Scale Local Land Use Plan Amendment to the City of Tamarac's Comprehensive Plan Future Land Use Map; and

WHEREAS, the City Commission of the City of Tamarac finds that the adoption of the proposed Small Scale Local Land Use Plan Amendment to the Future Land Use Map is consistent with the Comprehensive Plan and has deemed it to be in the best interest of the citizens and residents of the City of Tamarac to adopt the proposed Small Scale Local Land Use Plan Amendment from "Commercial" to "Industrial".

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

SECTION 1: The foregoing whereas clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part thereof.

SECTION 2: The City of Tamarac's Future Land Use Map is hereby amended for the lands for which the legal description is hereto attached as Exhibit "B", from "Commercial" to "Industrial" subject to the following conditions:

1. The applicant shall submit the appropriate applications to the Broward County Planning Council to recertify the City's Future Land Use Map and supply a copy of the approved recertified map to the Community Development Department prior to the issuance of a building permit.

SECTION 3: The City Clerk is further directed to transmit a certified copy of this Ordinance to the Broward County Planning Council with the City's amended Future Land Use Map for recertification of same.

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

SECTION 5: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6: This Ordinance shall become effective upon adoption on second

reading. The Small Scale Local Land Use Plan Amendment approved herein shall take effect only upon recertification of the City of Tamarac Future Land Use Map by the Broward County Planning Council as consistent with the Broward County Land Use Plan, in accordance with the Broward County Charter and applicable intergovernmental procedures. No development order or permit that relies on the amended Future Land Use designation shall be issued prior to such recertification.

[INTENTIONALLY LEFT BLANK]

PASSED, FIRST READING this _____ day of _____, 2026.

PASSED, SECOND READING this _____day of _____, 2026.

_____
MICHELLE J. GOMEZ
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1st Reading

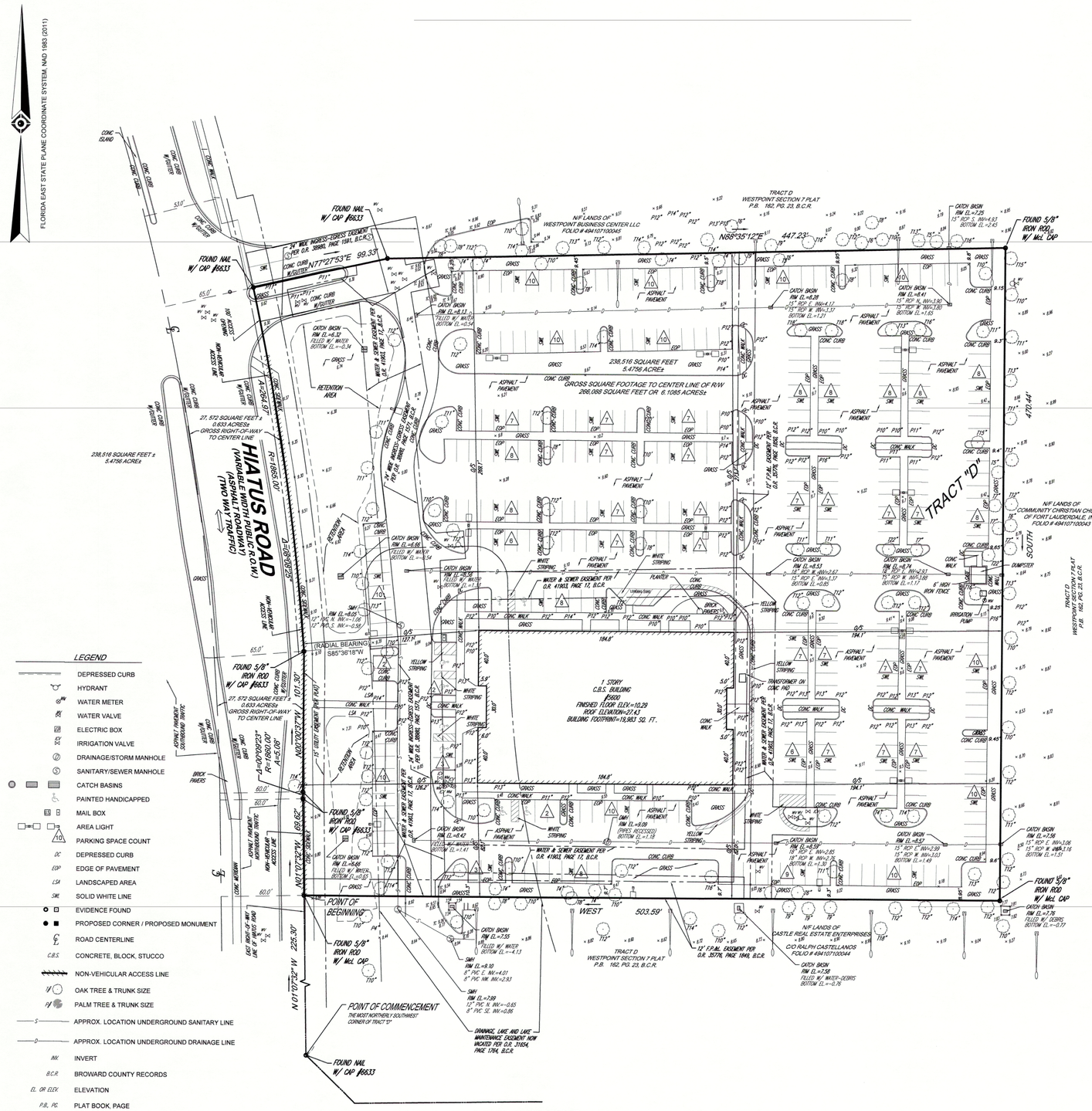
MAYOR GOMEZ	_____
DIST 1: V/M BOLTON	_____
DIST 2: COMM WRIGHT	_____
DIST 3: COMM PATTERSON	_____
DIST 4: COMM. DANIEL	_____

RECORD OF COMMISSION VOTE: 2nd Reading

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

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

_____
HANS OTTINOT
CITY ATTORNEY



CONTROL POINT ASSOCIATES FL, LLC - ALL RIGHTS RESERVED
THIS DRAWING IS THE PROPERTY OF CONTROL POINT ASSOCIATES FL, LLC AND IS THE ORIGINAL WORK PRODUCT OF CONTROL POINT ASSOCIATES FL, LLC. IT IS PROVIDED FOR USE ON THE SPECIFIC PROJECT AND FOR THE PURPOSE ORIGINALLY INTENDED. ANY REUSE WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES FL, LLC IS PROHIBITED

T:\Surveys\2025\15-250423-00-ButtersGroup-5600NHiatusRd-Tamarac-FL-BERT\DRAWING\S815-250423-00.dwg, 1/23/2026 10:36:10 AM, HPVL3800 Florida

SURVEY DESCRIPTION PARCEL "D-1":

EXHIBIT "A"

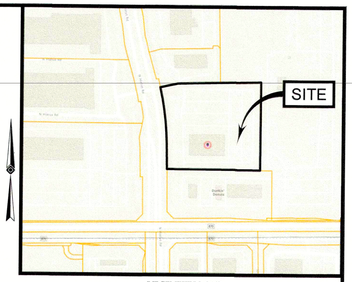
A PARCEL OF LAND BEING A PORTION OF TRACT D, WESTPOINT SECTION 7 PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY SOUTHWEST CORNER OF SAID TRACT D; THENCE NORTH 01 DEGREES 07 MINUTES 32 SECONDS WEST, A DISTANCE OF 225.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 07 MINUTES 32 SECONDS WEST, A DISTANCE OF 69.62 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 23 SECONDS AND A RADIUS OF 1860.00 FEET FOR AN ARC DISTANCE OF 5.08 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 00 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 101.30 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 85 DEGREES 36 MINUTES 18 SECONDS WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 8 DEGREES 08 MINUTES 25 SECONDS AND A RADIUS OF 1865.00 FEET FOR AN ARC DISTANCE OF 264.97 FEET TO A POINT ON A NON-TANGENT LINE, THE PREVIOUS FIVE COURSES BEING COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF HIATUS ROAD; THENCE NORTH 77 DEGREES 27 MINUTES 53 SECONDS EAST, A DISTANCE OF 99.33 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 12 SECONDS EAST, A DISTANCE OF 447.23 FEET; THENCE SOUTH A DISTANCE OF 470.44 FEET; THENCE WEST, A DISTANCE OF 503.59 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE WITHIN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA.

TOGETHER WITH THOSE CERTAIN NON-EXCLUSIVE EASEMENTS CONTAINED IN THE DECLARATION OF RECIPROCAL EASEMENTS AND COVENANTS RECORDED IN OFFICIAL RECORDS BOOK 38980, PAGE 1571, PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

NOTES:

1. A PORTION OF TRACT D, WESTPOINT SECTION 7 PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. 5600 N. HIATUS ROAD, TAMARAC, FLORIDA
2. AREA= 238,516 SQUARE FEET OR 5.4756 ACRES, MORE OR LESS.
3. UNDERGROUND UTILITIES HAVE NOT BEEN SHOWN. BEFORE ANY SITE EVALUATION, PREPARATION OF DESIGN DOCUMENTS OR EXCAVATION IS TO BEGIN, THE LOCATION OF UNDERGROUND UTILITIES SHOULD BE VERIFIED BY THE PROPER UTILITY COMPANIES. BASED ON OBSERVED EVIDENCE, THE PROPERTY APPEARS TO CONTAIN THE NECESSARY UTILITIES TO PERFORM NORMAL OPERATIONS.
4. THIS PLAN IS BASED ON INFORMATION PROVIDED BY CLIENT, A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES FL, LLC, AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
5. SUBJECT PREMISES IS LOCATED IN FLOOD ZONE "X", 0.2% ANNUAL CHANCE OF FLOOD HAZARD PER FLOOD INSURANCE RATE MAP NO. 12011C0335 H, DATED AUGUST 18, 2014. COMMUNITY PANEL NO. 120058.
6. THE EXISTENCE OF UNDERGROUND STORAGE TANKS, IF ANY, WAS NOT KNOWN AT THE TIME OF THE FIELD SURVEY.
7. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) BASED ON BROWARD COUNTY ENGINEERING DEPARTMENT BENCHMARK #3658; ELEVATION=11.083 (NGVD29) CONVERTED TO 9.483 (NAVD88) B.C.E.D. N/T IN CONC. S/W OF N.W. CORNER OF COMMERCIAL BLVD. & NOB HILL RD., 51.9'W. OF W.E.O.P. & 6'N. OF N.E.O.P.
8. BEARINGS SHOWN HEREON REFER TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), FLORIDA EAST ZONE (901), STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION AND PER LEGAL DESCRIPTION AND REFERENCE THE EASTERLY LOT LINE AS SOUTH 00°00'00" EAST (SOUTH)
9. THIS SURVEY MAP AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE RAISED IMPRESSION OR PDF OF DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
10. THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE COMMITMENT FOR TITLE INSURANCE PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 12542075, WITH AN EFFECTIVE DATE OF JUNE 6, 2025 AT 5:00 PM.
11. THERE IS VEHICULAR ACCESS TO HIATUS ROAD.
12. THERE IS NO VISIBLE EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
13. THERE IS NO VISIBLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIR.
14. NO VISIBLE EVIDENCE OF ANY CEMETERIES.
15. THERE ARE NO GAPS, GORES OR STRIPS ALONG BOUNDARY LINES.
16. GROSS BUILDING FOOTPRINT IS 19,983 SQUARE FEET.
17. TAX ID FOLIO NO. 494107100041.
18. THE BOUNDARY LINE DIMENSIONS AS SHOWN ON THIS SURVEY FORM A MATHEMATICALLY CLOSED FIGURE WITHIN ±0.01 FOOT.
19. THERE ARE NO VISIBLE ENCROACHMENTS ACROSS PROPERTY LINES.
20. THERE ARE NO VISIBLE MONITORING WELLS.



VICINITY MAP
© 2022 ESRI WORLD LIGHT GRAY CANVAS
(NOT TO SCALE)

TITLE NOTES:

THIS SURVEY WAS PREPARED WITH REFERENCE TO A COMMITMENT FOR TITLE INSURANCE PREPARED BY "FIDELITY NATIONAL TITLE INSURANCE COMPANY";COMMITMENT NO. 12542075, WITH AN EFFECTIVE DATE OF OCTOBER 22, 2025 AT 5:00 PM AND REVISED OCTOBER 28, 2025, REVISION 3/LL - OCTOBER 28, 2025

4. NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 17193, PAGE 450, AS AMENDED BY ORDINANCE NO. 0-94-20 OF THE CITY OF TAMARAC RECORDED IN OFFICIAL RECORDS BOOK 23077, PAGE 705 AND EVIDENCED BY THE NOTICE OF ADOPTION OF SUBSEQUENT MODIFICATION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 22902, PAGE 716, AS AFFECTED BY THE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 23077, PAGE 686; AS FURTHER AMENDED BY ORDINANCE NO. O-2000-33 OF THE CITY OF TAMARAC ATTACHED TO THE NOTICE OF ADOPTION OF AN AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 31174, PAGE 1872; AS AFFECTED BY THE ASSIGNMENT RECORDED IN OFFICIAL RECORDS BOOK 33940, PAGE 478; AS FURTHER AMENDED BY ORDINANCE NO. O-2004-14 OF THE CITY OF TAMARAC ATTACHED TO THE NOTICE OF ADOPTION OF AN AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 37863, PAGE 753, AND AS AFFECTED BY THE NOTICE OF EXTENSION TO A PREVIOUSLY APPROVED DEVELOPMENT OF REGIONAL IMPACT RECORDED IN OFFICIAL RECORDS BOOK 45226, PAGE 1238, ORDINANCE NO. O-2016-17 RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 114047190, AND ORDINANCE NO. O-2016-17 RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 114077756, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AFFECTS THIS PROPERTY, NOTHING PLOTTABLE AND NOT A SURVEY MATTER.
5. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF WESTPOINT SECTION 7 PLAT, RECORDED IN PLAT BOOK 162, PAGE 23 AS AFFECTED BY NOTICE REGARDING EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 30719, PAGE 1169, RESOLUTION 2001-286 RECORDED IN OFFICIAL RECORDS BOOK 31654, PAGE 1764, ASSIGNMENT RECORDED IN OFFICIAL RECORDS BOOK 33949, PAGE 490, AGREEMENT OF NOTATION ON PLAT RECORDED IN O.R. 35801, PG. 435, B.C.R., AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT RECORDED IN OFFICIAL RECORDS BOOK 38278, PAGE 1528, AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT RECORDED IN OFFICIAL RECORDS BOOK 39373, PAGE 1927, AGREEMENT FOR AMENDMENT ON NOTATION ON PLAT RECORDED IN OFFICIAL RECORDS BOOK 41581, PAGE 1, AMENDMENT TO NONVEHICULAR ACCESS LINES RECORDED IN OFFICIAL RECORDS BOOK 44384, PAGE 1020, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AFFECTS THIS PROPERTY AND AS SHOWN AND AFFECTS AS TO USE AND O.R. 44384, PAGE 1020, B.C.R. DOES NOT AFFECT THIS PROPERTY.
6. TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, POSSIBLE ASSESSMENTS AND OTHER MATTERS CONTAINED IN THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 30719, PAGE 1174, AS AFFECTED BY SUPPLEMENT NUMBER ONE TO DECLARATION RECORDED IN OFFICIAL RECORDS BOOK 32245, PAGE 1267, AS ASSIGNED BY ASSIGNMENT AND DELEGATION OF DECLARANT'S RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 35401, PAGE 2, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AFFECTS THIS PROPERTY AS TO OVERALL PLAT. NOTHING PLOTTABLE ON THIS SITE
7. TAMARAC UTILITIES WATER AND SEWER DEVELOPER'S AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 34999, PAGE 417, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AFFECTS THIS PROPERTY, NOT A SURVEY MATTER.
8. EASEMENT TO FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 35776, PAGE 1849, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AFFECTS THIS PROPERTY AND AS SHOWN.
9. TAMARAC UTILITIES BLANKET PUBLIC SAFETY INGRESS/EGRESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 36050, PAGE 839 PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AFFECTS THIS PROPERTY, NOTHING PLOTTABLE, BLANKET EASEMENT.
10. TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, BURDENED EASEMENTS AND OTHER MATTERS CONTAINED IN DECLARATION OF RECIPROCAL EASEMENTS AND COVENANTS RECORDED IN OFFICIAL RECORDS BOOK 38980, PAGE 1571, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AFFECTS THIS PROPERTY AND AS SHOWN
11. MEMORANDUM OF RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 38980, PAGE 1661, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AFFECTS THIS PROPERTY, NOT A SURVEY MATTER.
12. TAMARAC UTILITIES WATER AND SEWER UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 41903, PAGE 17, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AFFECTS THIS PROPERTY AND AS SHOWN.
14. INTENTIONALLY DELETED
16. INTENTIONALLY DELETED
17. INTENTIONALLY DELETED

REFERENCES:

1. MAP ENTITLED "PLAT OF WESTPOINT SECTION 7 PLAT", PLAT BOOK 162, PG. 23, BROWARD COUNTY RECORDS
2. MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM, FIRM, FLOOD INSURANCE RATE MAP NO. 12011C0335 H, DATED AUGUST 18, 2014. COMMUNITY PANEL NO. 120058.

ALTA/NSPS LAND TITLE SURVEY CERTIFICATION:

TO:
FIDELITY NATIONAL TITLE INSURANCE COMPANY;
STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.;
BUTTERS SA, LLC, A FLORIDA LIMITED LIABILITY COMPANY;
THE GENESIS GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(B)(AS SUPPLIED BY CLIENT), 7(A), 7(B)(1), 7(C) 1 STORY, 8, 10, 11 (NO OBSERVED EVIDENCE), 13, 16, 17, 18 & 19 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON AUGUST 7, 2025.

NO.	DESCRIPTION OF REVISION	FIELD CREW	DRAWN:	APPROVED:	DATE
7	REVISED DESCRIPTION TITLE	N/A	RDR	JAM	01-23-2026
6	TOPOGRAPHY ADDED	N/A	RDR	JAM	01-19-2026
5	REVISED TITLE COMMITMENT ADDED	N/A	RDR	JAM	11-11-2025
4	REVISED FINISHED FLOOR ELEVATION ADDED	N/A	RDR	JAM	11-10-2025
3	RESURVEYED AND TREES AND INVERTS ADDED	N/A	RDR	JAM	08-07-2025
2	REVISED TITLE COMMITMENT ADDED	N/A	RDR	JAM	08-21-2025
1	GENERAL REVISION	N/A	AH	JAM	07-30-2025

I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, MEETS THE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

James M McLaughlin Jr

Digitally signed by James M McLaughlin Jr
DN: C=US, SERIALNUMBER=MASO2503044193, S=Florida, L=Fort Lauderdale, OID.2.5.4.97=VATRUS-FL-L16000056992", O="CONTROL POINT ASSOCIATES FL, LLC", CN=James M McLaughlin Jr, E=jmclaughlin@cpasurvey.com
Reason: I am the author of this document
Location:
Date: 2026.01.23 11:09:00-05'00'
Foxit PDF Editor Version: 2025.2.0

NOT VALID WITHOUT RAISED IMPRESSION OR PDF OF DIGITAL SEAL

JAMES M. McLAUGHLIN, Jr.
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #LS4497
FLORIDA CERTIFICATE OF AUTHORIZATION LB #8137

01-23-2026
DATE

FIELD DATE	07-18-2025
FIELD BOOK NO.	N/A
FIELD BOOK PG.	N/A
FIELD CREW	E.G. / K.R.
DRAWN:	RDR
REVIEWED:	B.E.

ALTA/NSPS LAND TITLE SURVEY
BUTTERS GROUP
5600 N. HIATUS ROAD
A PORTION OF TRACT "D" WESTPOINT SECTION 7 (162/23 B.C.R.)
CITY OF TAMARAC, BROWARD COUNTY
STATE OF FLORIDA

CONTROL POINT ASSOCIATES FL, LLC
1901 WEST CYPRESS CREEK ROAD (AKA NW 62nd St)
SUITE 501
FT. LAUDERDALE, FL 33309
954.763.7611
WWW.CPASURVEY.COM

WARREN, NJ 908.668.0099
CHALFONT, PA 215.712.9900
MT. LAUREL, NJ 609.857.2099
MONTVILLE, NJ 973.335.1286
LONG ISLAND, NY 631.780.2645
SOUTHBOROUGH, MA 508.948.3000
ALBANY, NY 518.217.7010
ROCHESTER, NY 585.281.1764
PHILADELPHIA, PA 267.773.7938
HUDSON VALLEY, NY 845.691.7938

APPROVED:	DATE	SCALE	FILE NO.	SHEET
J.A.M.	01-23-2026	1" = 40'	15-250423-00	1 OF 1

EXHIBIT “B”

LEGAL DESCRIPTION PARCEL "D-1":

A PARCEL OF LAND BEING A PORTION OF TRACT D, WESTPOINT SECTION 7 PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY SOUTHWEST CORNER OF SAID TRACT D; THENCE NORTH 01 DEGREES 07 MINUTES 32 SECONDS WEST, A DISTANCE OF 225.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 07 MINUTES 32 SECONDS WEST, A DISTANCE OF 69.62 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 23 SECONDS AND A RADIUS OF 1860.00 FEET FOR AN ARC DISTANCE OF 5.08 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 00 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 101.30 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 85 DEGREES 36 MINUTES 18 SECONDS WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 8 DEGREES 08 MINUTES 25 SECONDS AND A RADIUS OF 1865.00 FEET FOR AN ARC DISTANCE OF 264.97 FEET TO A POINT ON A NON-TANGENT LINE, THE PREVIOUS FIVE COURSES BEING COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF HIATUS ROAD; THENCE NORTH 77 DEGREES 27 MINUTES 53 SECONDS EAST, A DISTANCE OF 99.33 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 12 SECONDS EAST, A DISTANCE OF 447.23 FEET; THENCE SOUTH A DISTANCE OF 470.44 FEET; THENCE WEST, A DISTANCE OF 503.59 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE WITHIN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA AND CONTAINING 238,516 SQUARE FEET OR 5.4757 ACRES MORE OR LESS.

GreenspoonMarder LLP

Kelly Ray
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Direct Phone: 954.333.4377
Email: kelly.ray@gmlaw.com

December 8, 2025

City of Tamarac
Planning and Zoning Department
7525 NW 88 Avenue, Room 206
Tamarac, FL 33321

Re: Coast Logistics - 5600 N. Hiatus Road

Land Use Plan Amendment – Justification Narrative

On behalf of Butters Construction & Development, applicant and contract purchase of the subject property (the "Applicant"), please accept this request for consideration of the proposed land use plan amendment application involving the property located at 5600 N. Hiatus Road ("Property") in the City of Tamarac ("City"). The Property is generally located on the east side of Hiatus Road just north of Commercial Boulevard and consists of approximately 5.5 net acres. The Property is currently zoned Mixed-Use Corridor ("MU-C") with a Commercial land use designation.

The Applicant is requesting that the land use plan designation on the Property be changed from Commercial to Industrial to allow for the proposed warehouse facility. The existing MU-C zoning district does not permit the warehouse facility use desired by the Applicant. The Applicant is also proposing a rezoning to the Business Park ("BP") zoning district to allow for the proposed use.

The Property is currently developed with a one-story +/- 20,000 square feet building currently operating as a school. The Property provides a redevelopment opportunity for industrial development that is consistent with surrounding development and zoning, as well as both the City's Comprehensive Plan and Broward County Comprehensive Plan. A complete analysis of the proposed land use plan amendment and the impact on community facilities and services is provided with this application. The proposed development request meets the criteria outlined in section 10-5.4(B) of the City's Land Development Code as indicated below:

a. A change in projections or assumptions from those based on which the Comprehensive Plan is based: Are public facilities and services available for the proposed use;

The proposed development is consistent with the surrounding development and land use and zoning designations, as well as with the City's Comprehensive Plan and Broward County Comprehensive Plan. The proposed amendment provides a location for industrial development in an area with nearby access to major transportation facilities including the arterial streets and the Sawgrass Expressway, which will be advantageous to the proposed distribution center use. Public facilities and services are available for the proposed

distribution center use. The proposed use represents a decrease in potable water, sanitary sewer, and traffic demand in comparison to the existing office building.

b. Is the plan amendment suitable for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources of the site;

The plan amendment is suitable for the proposed use for a number of reasons related to the character of the Property and the surrounding area. The Property is currently developed with a +/- 20,000 square foot building currently operating as a school. As a developed site, there are no environmental or natural resources on the Property that are in need of protection. The Property does not contain any historic sites or districts on the National Register of Historic Places or locally designated historical sites. Based upon a review of information on file with the State Historic Preservation Office, Division of Historical Resources Florida Master Site File, there are no previously recorded cultural resources within the Property.

c. Is the plan amendment the minimum amount of land needed to achieve the goals and requirements of the Comprehensive Plan;

The proposed amendment and development plan is the minimum needed in order to redevelop the underutilized Property with the proposed distribution facility. The Applicant is not requesting an amendment on any lands other than the specific land included in the redevelopment plan. The Applicant is requesting that the land use plan designation on the Property be changed from Commercial to Industrial to allow for the proposed use. The proposed amendment is consistent with the surrounding development and land use and zoning designations as further described in the analysis provided by the Applicant. The proposed amendment is also consistent with the City's Comprehensive Plan and Broward County Comprehensive Plan. Specifically, the proposed amendment is consistent with the following policies of the City's Comprehensive Plan:

Policy 1.5 The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances. The Land Development Code revisions should address criteria to be used in reviews for determining whether there is compatibility among adjacent land uses. The Community Development Department will continue to review the Planning Commission Board agendas for surrounding cities to identify land use proposals which might affect the City.

Policy 1.6 The City will continue to promote "quality development" in all land use categories by the establishment of design criteria and development standards in the Land Development Code (LDC) which promote the highest standards of urban development and community aesthetics.

Policy 9.7 Facilitate the development of commercial, industrial, utilities, and other nonresidential land uses to ensure they are located in a manner compatible with

adjacent land uses and does not adversely affect the health, safety, welfare, or aesthetics of existing or future residential areas.

Policy 10.2 The City's Land Development Code shall continue to require safe and convenient onsite traffic circulation and adequate off-street parking.

Policy 10.3 Future industrial land uses shall be located with access to major transportation facilities including the arterial streets and the Sawgrass Expressway.

d. A change in the policies, objectives, principles, or standards governing the physical development of the City or any other geographic areas addressed by the Comprehensive Plan, or

The Property is currently underutilized as it is developed with a +/- 20,000 square foot building operating as a school. The proposed amendment provides a location for industrial development in an area with nearby access to major transportation facilities including the arterial streets and the Sawgrass Expressway, which will be advantageous to the proposed distribution center use. The proposed use satisfies the increasing demand and trend toward e-commerce.

Tamarac has virtually no vacant industrial land or vacant industrial buildings. This project will allow companies to relocate to Tamarac or existing buildings the ability to expand.

e. Identification of errors or omissions in the Comprehensive Plan.

The proposed amendment does not represent an error or omission in the Comprehensive Plan. The proposed amendment is needed to account for a change in market conditions and create a more sustainable development on the Property.

We respectfully request that you consider this proposed land use plan amendment application. Please contact me at (954) 333-4377 should you have any questions related to this request.

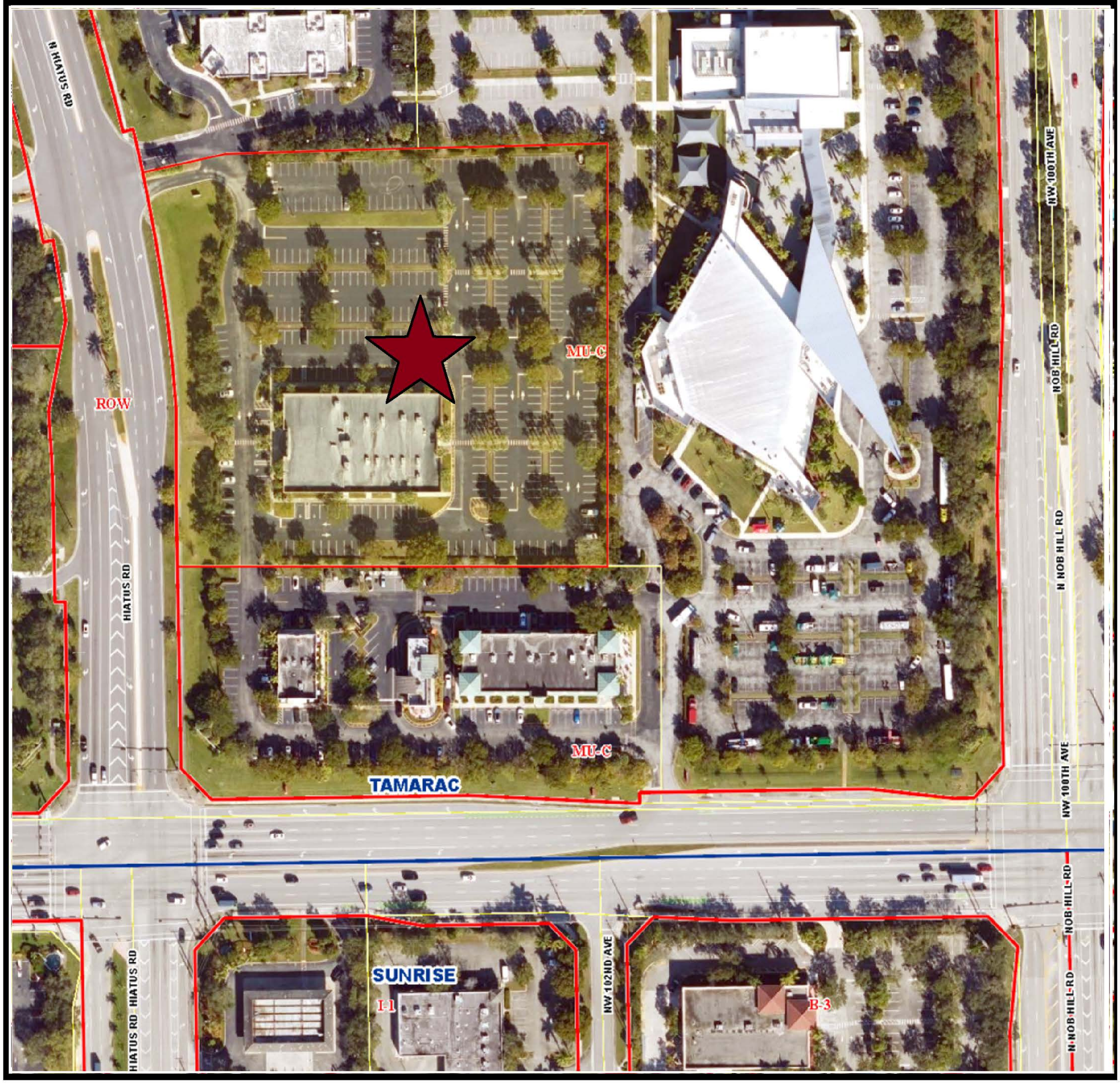
Sincerely,

GREENSPOON MARDER LLP

Kelly Ray

Kelly Ray
For the Firm

Coast Logistics
Small Scale Land Use Plan Amendment
Case No. 2-LUA-25



Subject Property

TAMARAC
The City For Your Life

Kent Walia, AICP, CFM
Director of
Community Development
7525 NW 88 Avenue
Tamarac, FL 33321
Telephone (954) 597-3530

City of Tamarac Future Land Use Map

LAND USE PLAN AMENDMENTS					
	ORDINANCE #	DESIGNATION CHANGE	DEVELOPMENT NAME	FLEXIBILITY UNITS	GROSS ACRES
1	O-2018-13	Utilities to Community Facilities	Blue House of Tamarac ALF		2.33
2	O-2019-02	Medium-High Residential to Commercial	Rock Island Self-Storage		3.02
3	O-2019-07	Commercial to Medium-High Residential	Bailey Square	120	6.64
4	O-2019-09	Commercial to Medium-High Residential	Eden West	212	8.74
5	O-2021-27	Commercial to Industrial	5601 N Hiatus Road Industrial Project		15.82
6	O-2023-04	Commercial Recreation to Low Residential (0-3) Dwelling Units per Acre	Woodlands Residential		168.7
7	O-2023-16	Low-Density Residential to Low-Medium Residential	Bethlehem Junior Academy	1	4.06
8	O-2024-11	Commercial Recreation to Recreation	Woodlands Open Space		109.93
9	O-2025-006	Commercial to Low-Medium Residential	Woodmont Residential	50	6.25
10	O-2026-003	Medium Residential to Recreation	East Side Community Park		2.64

Legend

Land Use Designations

- Roadways
- Commercial
- Commercial Recreation
- Recreation
- Conservation
- Community Facilities
- Industrial
- Local Activity Center
- Low (5) Residential
- Low Medium (10) Residential
- Medium (16) Residential
- Medium High (25) Residential
- High (50) Residential
- Medium-High (25) Mixed Use Residential
- High (50) Mixed Use Residential
- Major Transportation
- Utilities
- Low (5) Resdiential with (0-3) Dwellings
- City Boundary

City of Coral Springs

City of Sunrise

City of Lauderhill

City of North Lauderdale

City of Lauderdale Lakes

City of Fort Lauderdale

City of Oakland Park

SOUTHGATE BLVD
W MCNAB RD
BAILEY RD
W PROSPECT RD
W COMMERCIAL BLVD
NW 57TH ST
NW 64TH AVE
ROCK ISLAND RD
FLORIDA TURNPIKE
N SR7
NW 31ST AVE
NW 21ST AVE
SAWGRASS EXPRESSWAY
NOB HILL RD
N PINE ISLAND RD
N UNIVERSITY DR
HIATUS RD

TAMARAC
The City For Your Life

Print Date: 2/3/2026

Kelly Ray
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Direct Phone: 954.333.4377
Email: kelly.ray@gmlaw.com

February 16, 2026

Robert W. Johnson III
Senior Planner
City of Tamarac
7525 NW 88th Ave
Tamarac, FL 33321

Re: 5600 N. Hiatus Road, Tamarac – Neighborhood Meeting Summary

Dear Mr. Johnson:

On behalf of Butters Construction & Development, ("Applicant"), please consider this letter as a summary of neighborhood outreach efforts undertaken in relation to the applications filed to develop the property generally located on the east side of N. Hiatus Road, north of Commercial Boulevard and identified by Folio Id# 494107100041 ("Property") in the City of Tamarac, and more specifically identified in the enclosed materials.

At 5:30 p.m. on February 11, 2026, we held an in-person community meeting. An invitation was sent to all property owners within 400 feet of the Property. The notification package is attached as **Exhibit A**. The meeting participant list/sign-in documentation is attached as **Exhibit B**.

Two members of the Applicant team were in attendance, Adam Vaisman from Butters Construction & Development, and Kelly Ray from Greenspoon Marder, LLP. Kelly Ray and Adam Vaisman presented the project and applications using PowerPoint presentation packets. The presentation materials are attached as **Exhibit C.** Three members of the public were in attendance. Audio documentation of the meeting is enclosed with this report. There were no objections to the proposed project. Questions from attendees are listed below:

- Q: Would they be notified of future meetings? A: Yes, if registered or within notification radius.
- Q: Do we know who will be the tenants? A: Not at this time as we are early in the process. Could help other similar uses in the area expand.
- Q: Will there be more than 1 tenant? A: Could be a single tenant or up to 3 or 4 tenants, depending on the market.

The meeting concluded with Mr. Vaisman and Mrs. Ray briefly explaining the review and hearing process, and thanking everyone for attending the meeting and advising the participants to reach out with any questions.

Please contact me at (954) 333-4377 if you have any questions or comments regarding this summary letter or the community outreach meetings.

Sincerely,

GREENSPOON MARDER LLP



Kelly Ray
For the Firm

Enclosures

EXHIBIT A

MEETING NOTIFICATION DOCUMENTATION

MEETING NOTICE

January 26, 2026

Subject: Pre-Application Neighborhood Meeting for 5600 N. Hiatus Road

Dear City of Tamarac Property Owner:

This letter is to inform you that an application has been submitted to the City of Tamarac Community Development Department to allow for the redevelopment of 5600 N. Hiatus Road, Tamarac, FL 33321 (folio number 494107100041). As a property owner within 400 feet of the subject property, or as an organization or person who has registered with the City to receive notice of development application public hearings, you are receiving this notice to invite you to a neighborhood informational meeting relating to the redevelopment of the subject property at the date, time and location shown below:

Date of Meeting: Wednesday, February 11, 2026

Time of Meeting: 5:30pm to 6:30pm

Location of Meeting: 5601 N. Hiatus Road (conference room)

The applicant, Butters Construction & Development, has filed applications with the City of Tamarac Community Development Department for land use plan amendment, rezoning, plat note amendment, and site plan approval for an approximately 85,000 +/- square foot light industrial facility. The neighborhood informational meeting is being hosted by the applicant. At the meeting the applicant will explain the development proposal and application, inform attendees about the application review process, respond to any questions and concerns, and propose ways to resolve conflicts and concerns.

Pursuant to Section 10-5.3(C)(3)(e) of the City of Tamarac Land Development Code, a written summary of the neighborhood meeting proceedings shall be submitted to City staff and made available for public view prior to the consideration of the application by any advisory or decision-making board.

If you have any questions regarding this application or meeting, please contact me at (954)-312-2400 x.2402 or MSButters@butters.com.

Sincerely,
Malcolm Butters

STATE OF FLORIDA
COUNTY OF BROWARD

AFFIDAVIT

I, Christina Mathews, do swear and affirm:

That I have mailed 14 notices to the adjacent property owner(s) within four hundred (400') feet of the subject property located at:

5600 N. Hiatus Road in an attempt to notify the property owner(s) of a Neighborhood Meeting to be held on February 11, 2026, in association with proposed development action on the subject property.

SEAL

Further affiant sayeth not.

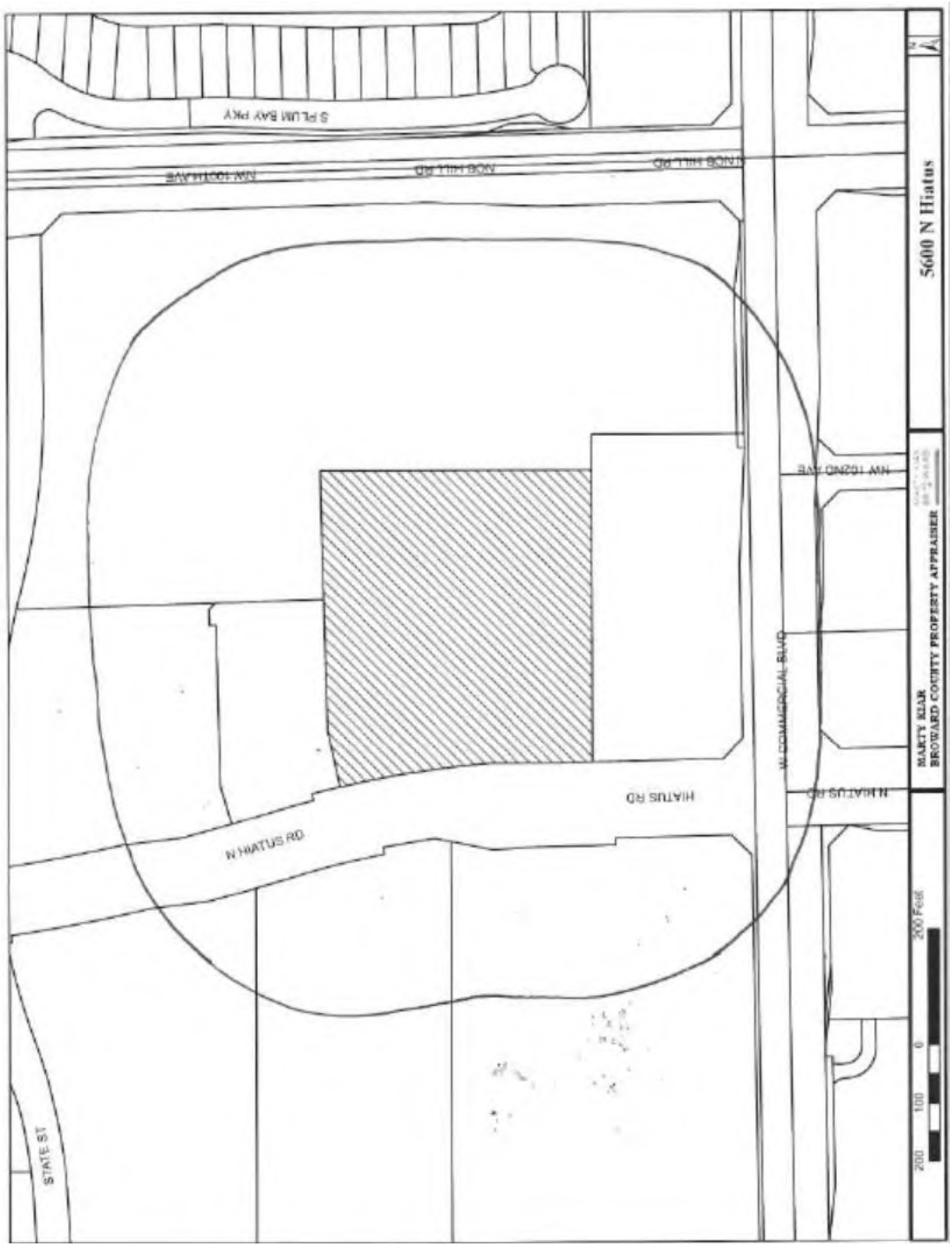
Affiant Signature

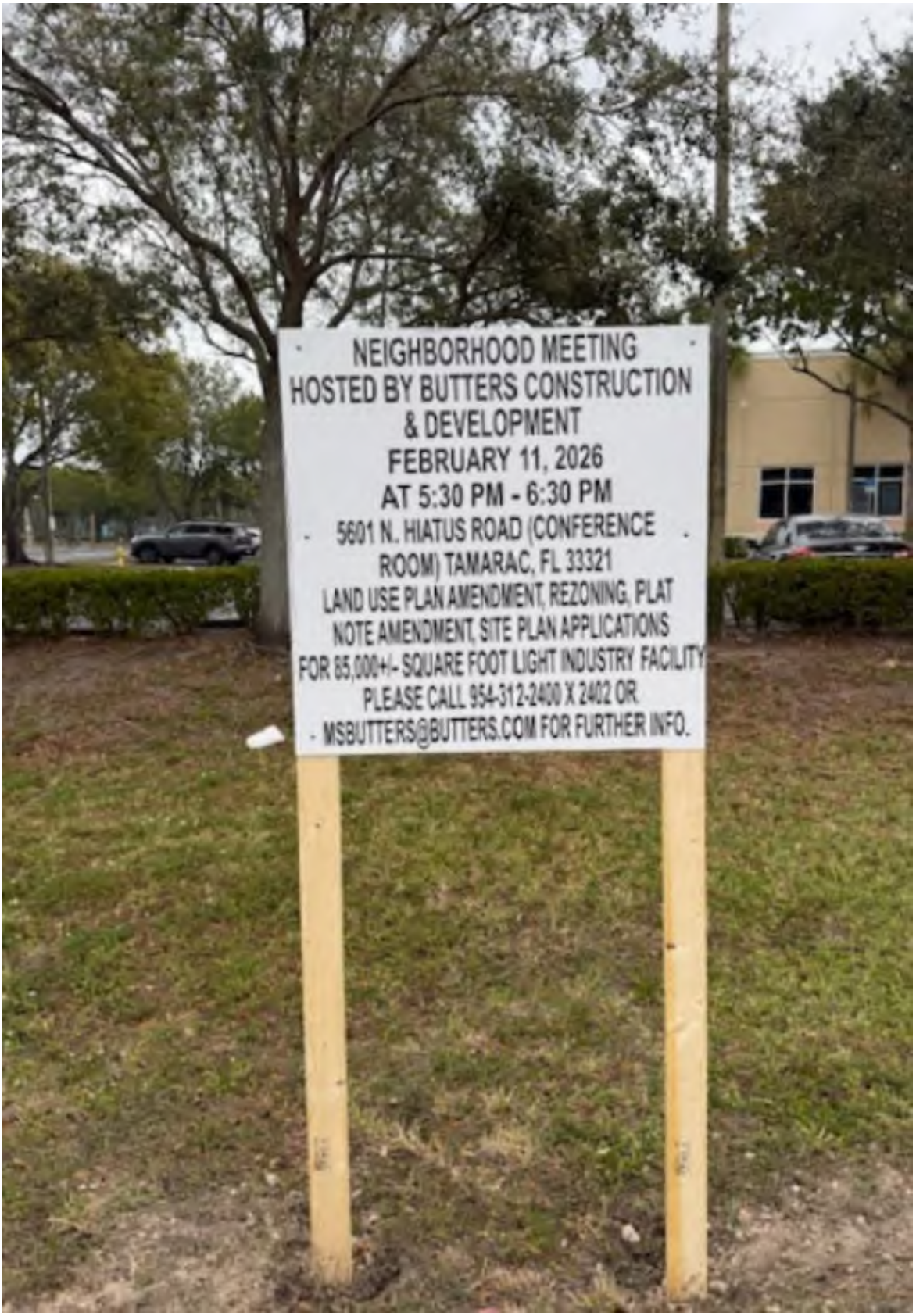
Sworn to and subscribed before me this 30 day of January, 20___.

My commission expires: 7-22-26

Notary Public

JEFFERSON DURHAM
Commission # HH 701004
Expires July 22, 2026


5600 N Hiatus
MARTY KLAIR
BROWARD COUNTY PROPERTY APPRAISER
200 Feet
200
100
0
N HIATUS RD
HIATUS RD
W COMMERCIAL BLVD
NW 102ND AVE
NOB HILL RD
S PLUM BAY PKY
STATE ST


NEIGHBORHOOD MEETING
HOSTED BY BUTTERS CONSTRUCTION
& DEVELOPMENT
FEBRUARY 11, 2026
AT 5:30 PM - 6:30 PM
5601 N. HIATUS ROAD (CONFERENCE
ROOM) TAMARAC, FL 33321
LAND USE PLAN AMENDMENT, REZONING, PLAT
NOTE AMENDMENT, SITE PLAN APPLICATIONS
FOR 85,000+/- SQUARE FOOT LIGHT INDUSTRY FACILITY
PLEASE CALL 954-312-2400 X 2402 OR
MSBUTTERS@BUTTERS.COM FOR FURTHER INFO.

STATE OF FLORIDA
COUNTY OF BROWARD

AFFIDAVIT

I, Christina Mathews, do swear and affirm:

1. That I have posted a Notice of the Neighborhood Meeting on the property, and in the clubhouse or offices of the adjacent homeowner's association(s) as applicable on January 30, 20 26, for a meeting to be held at 5601 N. Hiatus (for subject 5600 N Hiatus) on February 11, 20 26.

2. That the Notice was placed at the location set forth below:
5600 N. Hiatus Road

3. That the meeting will be held after 5:00 P.M. on a weekday, on a date after the pre-application staff conference, and at least 21 days before the public hearing for the application .

.4. That the meeting will be held within the City at a location that is convenient and accessible to neighbors residing in close proximity to the land subject to the application in a facility that can support all interested parties.

SEAL

4. Further affiant sayeth not.

Affiant Signature

Sworn to and subscribed before me this 30 day of January, 20 26.
My commission expires: 7-27-29

Notary Public

JEFFERSON DURHAM
Commission # HH 701004
Expires July 22, 2029

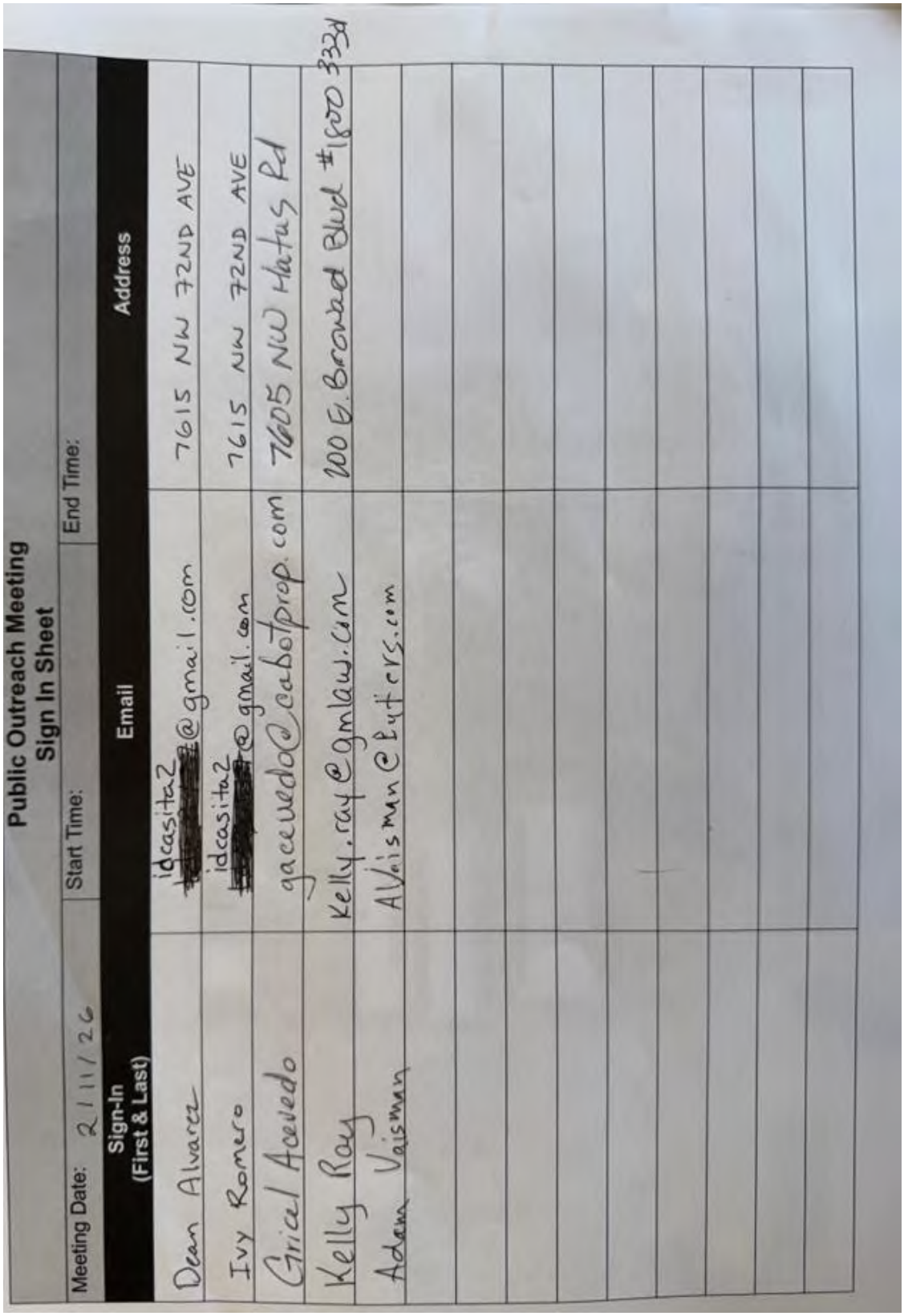
FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
	BROWARD COUNTYBOARD OF COUNTY	115 S ANDREWS AVE RM					FLA FRUIT LANDS CO SUB NO 27-49-41 1-102 PBPOR OF TRACTS 3 & 4 LYING WITHIN35' OF E/L OF SEC TOG WITH PORTRACTS 20,28 & 29 LYING WITHIN53'
494107010200	COMMISSIONERS	501-RP	FORT LAUDIFL		33301	1801	OF S/L OF SEC 7
494107100021	CICF I FL2M01 LLC%CABOT PROPERTIES INC	ONE BEACON ST # 1700	BOSTON	MA	02108		WESTPOINT SECTION 7 PLAT162-23 BPOR OF TR A DESC AS:COMM SE COROF SEC 7,W 1094.63,NW 401.53,NLY & NWLY AN ARC DIST 177 TOP/T,W 62.87 TO POB CONT W1049.07,N 339.95,E 974.74,SELYAN ARC DIST 44.34,SELY AN ARCDIST 187.32,E 12,SELY 90.18,SW 29.61 TO POBAKA:SONNY'S ENTERPRISES PARCEL
494107100023	TREA BROWARD INDUSTRIALWESTPOINT LLC %ERNST & YOUNG LLP	PO BOX 30428	CHARLOTTENC		28230		WESTPOINT SECTION 7 PLAT162-23 BPART OF TRACT B DESC'D AS,COMMAT SE COR OF SE1/4 OF SEC 7,WLYALG S/L FOR 1094.63 TO C/L OFHIATUS RD,NLY ALG C/L FOR 401.53NLY & NWLY 500.93,NW 24.45,WLY67.76 TO POB,CONT W 974.74,NLY256.47,N,NE & E 76.55,ELY 380.72E & NE 301.14,NE & E 170.22,SELY8.69,ELY 12.00,SE 249.70,SLY100.91,SELY 83.33 TO POB,MOREFULLY DESC'D IN OR 30908/1126
494107100031	HIATUS INDUSTRIAL VENTURE LLC	6820 LYONS TECH CIR #100	COCONUT CFL		33073		WESTPOINT SECTION 7 PLAT162-23 BA POR OF TR B & TR C DESC AS:COMM AT SE COR OF SE1/4 OF SEC7-49-41, W 1094.63, N 401.53,NLY& NWLY AN ARC DIST 177, W 62.87TO POB, CONT W 1049.07, S 523.40, E 217, SE 100.72, E 699.81, NE49.59, N 199.56, W 12, N 106.53,NLY 105.47, NE 74.22 TO POB
494107100041	THE GENESIS GROUP LLC%JIM GREER	2412 NE 27 ST	LIGHTHOUS FL		33064		WESTPOINT SECTION 7 PLAT162-23 BPOR TRACT D DESC AS:COMM MOSTNLY SW COR TR D,NLY 225.30 ALGW/L TO POB,CONT NLY 69.62,NLY5.08,N 101.30,NLY ARC DIST OF264.97,NE 99.33,E 447.23,S470.40,W 503.59 TO POBAKA:WESTPOINT GOLD COAST PARCEL
494107100042	WESTPOINT BUSINESS CENTER LLC	7284 W PALMETTO PARK RD #208S	BOCA RATO FL		33433		WESTPOINT SECTION 7 PLAT 162-23BPOR OF TRACTS A & D,DESC AS COMMSE COR OF SE 1/4 SEC 7-49-41W 107.88,N 60,W 392.20,NW 200.36W 300,NW 49.39,N 294.92,NLY 5.08N 101.30,NLY 315,SW 12 TO N/T/C,NLY 96.67 TO P/R/C,NLY 51.30 TOPOB,CONT NLY 90.60,N 100.92 TON/T/C,NLY 205,E 42.40 TO P/C,ELY 403.43,S 346.26, NW 16.01,W27.06,S 12.79,W 277.57,SW 67.66TO POBAKA:WESTPOINT BUSINESS PARKNORTH PARCEL

494107100043	COMMUNITY CHRISTIAN CHURCH OFFT LAUDERDALE INC	10001 W COMMERCIAL BLVD	TAMARAC	FL	33351		WESTPOINT SECTION 7 PLAT162-23 BPORTION OF TRACT D DESC AS:COMMSE COR SE1/4 SEC 7-49-41,W ALGS/L 107.88,N 60 TO POB,W 366.27N 263.43,W 62.42,N 470.44,W222.09,N 535.38,SELY 30.35,ELY336.21,E 283.19,SE 53.30,S635.68,S 200.36,S 305.01,SW49.79 TO POB,LESS A PAR FOR R/WAS DESC IN OR 44614/1333AKA:CHURCH SITE
494107100044	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDI	FL	33301	1801	WESTPOINT SECTION 7 PLAT162-23 BA POR OF TR D AS DESC,COMM SECOR OF SE1/4 OF 7-49-41,W 107.88N 60 W ALG N R/W/L OF COMMERCIALBLVD 24.51 TO POB,NW 100,W242.30,S 12,E 341.77 TO POB
494107100045	WESTPOINT BUSINESS CENTER LLC	7284 W PALMETTO PARK RD #208S	BOCA RATO	FL	33433		WESTPOINT SECTION 7 PLAT 162-23BA POR OF TR "D" DESC AS: COMM ATSE COR OF SE1/4 SEC 7-49-41, W107.88, N 60, W 392.20, W 200.36, W 300, NW 49.39, N 294.92 TOP/C, NLY 5.08, N 101.30 TO N/T/C, NLY 264.97 TO P/C/C & TO POB,CONT NLY 50.02, SW 12 TO N/T/C,NLY 96.97 TO P/R/C, NLY 51.30,NE 67.66, E 277.57, NW 12.79,E 27.06, SE 16.01, S 189.13, W225.14, SW 99.33 TO POBAKA:WESTPOINT BUSINESS PARKSOUTH PARCEL
494107100070	INVESTMENTDDCTD PUBLIC % CITY OF	7525 NW 88 AVE	TAMARAC	FL	33321	2401	WESTPOINT SECTION 7 PLAT162-23 BRD R/W DEDICATED BY PLAT
494107100444	CASTLE REAL ESTATE ENTERPRISES% RALPH CASTELLANOS	PO BOX 6025	JENSEN BE/	FL	34957		WESTPOINT SECTION 7 PLAT162-23 BPOR OF TRACT D,DESC AS BEG ATMOST NLY SW COR TRACT D,N 225.30E 566,S 263.43,W 25.93,NW 200.36W 300,NW 49.39 TO POB,LESS A POROF TR D DESC AS,COMM SE COR OFSE1/4 OF 7-49-41,W 107.88,N 60,W 366.27 TO POB,W 25,N 12,E 25S 12 TO POBAKA:WESTPOINT BUSINESS PARK
494107100445	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDI	FL	33301	1801	WESTPOINT SECTION 7 PLAT162-23 BPOR OF TR D DESC AS,COMM SE COROF SE1/4 OF 7-49-41,W 107.88,N 60,W 366.27 TO POB,W 25,N 12,E 25 S 12 TO POB
494118000130	CITY OF SUNRISEATTENTION FINANCE DIRECTOR	10770 W OAKLAND PARK BLVD	SUNRISE	FL	33351	6816	18-49-41POR OF SEC 18 DESC AS;COMM ATN1/4 COR OF SEC 18,S 368 TO POB,E 1006.55,NE 42.08 TO PT ON CUR,NLY 22.92,N 315.58,E 60,S 398,W 1097.09,N 30 TO POBAKA:PARCEL 6 ROAD R/W
494118000140	OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDI	FL	33301	1801	18-49-41THE N 60 OF NW1/4 OF NE1/4 INSEC 18,LESS THE E 60AKA:PARCEL 140.1

494118240010	FUTURE-4 LLC%BRUCE JAY TOLAND PA	80 SW 8 ST STE 3100	MIAMI	FL	33130	3004	SUNRISE INDUSTRIAL PARK PARCEL 8125-4 BPART OF PARCEL A DESC'D AS,BEGAT NW COR OF PARCEL A,SELY 65.16E ALG LINE 12 S OF N/L PARCEL AFOR 150.00,SELY 42.27,SLY 236.69SW 42.59,WLY ALG S/L 213.99 TOSW COR OF PARCEL A,N ALG W/L308.58 TO POB
494118240020	PUBLIC LAND % CITY OF SUNRISEATTENTION FINANCE DIRECTOR	10770 W OAKLAND PARK BLVD	SUNRISE	FL	33351	6816	SUNRISE INDUSTRIAL PARK PARCEL 8125-4 BROAD RIGHT OF WAY DEDICATED BYPLAT
494118310011	COMMERCIAL CROSSING LLC	10755 SANDHILL RD	DALLAS	TX	75238		SUNRISE INDUSTRIAL PARKPARCELS 9 & 25 128-24 BPOR PAR A DESC'D AS:COMM SW CORSAID PAR A;N 473.97 TO POB N175.29,NE 43.83,E 91.08,E 300,SE 48.60,SW 95.85,S 70.55,W446.16 TO POB,LESS OR 35471/1917
494118310030	PUBLIC LAND % CITY OF SUNRISEATTENTION FINANCE DIRECTOR	10770 W OAKLAND PARK BLVD	SUNRISE	FL	33351	6816	SUNRISE INDUSTRIAL PARK PARCELS9 & 25 128-24 BROAD RIGHT OF WAY DEDICATED BYPLAT
494118450010	VP PROPERTIES & DEVELOPMENTSLLLP	15300 NW 7 AVE	MIAMI	FL	33169		SUNRISE INDUSTRIAL PARKPARCEL 7 140-29 BPARCEL "A"
494118450020	PUBLIC LAND % CITY OF SUNRISEATTENTION FINANCE DIRECTOR	10770 W OAKLAND PARK BLVD	SUNRISE	FL	33351	6816	SUNRISE INDUSTRIAL PARK PARCEL7 140-29 BROAD RIGHT OF WAY DEDICATED BYPLAT

EXHIBIT B

PARTICIPANT LIST/SIGN-IN SHEET



Public Outreach Meeting
Sign In Sheet

Meeting Date: 2/11/26 | Start Time: | End Time:

Sign-In (First & Last)	Email	Address
Dean Alvarez	idcasita2@gmail.com	7615 NW 72ND AVE
Ivy Romero	idcasita2@gmail.com	7615 NW 72ND AVE
Grical Acevedo	gacevedo@cabotprop.com	7605 NW Hatus Rd
Kelly Ray	kelly.ray@gmlaw.com	100 E. Broward Blvd #1800 #334
Adam Vaisman	AVaisman@Lytcrs.com	

EXHIBIT C

POWERPOINT PRESENTATION

COAST LOGISTICS



Public Participation – February 11, 2026

Location

East side of N. Hiatus Road, North of Commercial Boulevard

The site is a 5.5-acre parcel that is identified in red and located at 5600 N. Hiatus Rd.

Current Use

The Property is currently developed with a one-story +/- 20,000 square foot building currently operating as a school



Surrounding Uses



Applications

LAND USE PLAN AMENDMENT
(Local, Small-Scale)

From: Commercial

To: Industrial

REZONING:

From: Mixed Use Commercial (MU-C)

To: Business Park (BP)

SITE PLAN

Applicant is proposing to redevelop the site with a light industrial warehouse facility with approximately 85,000 square feet of building area.

ADMINISTRATIVE ADJUSTMENT

Applicant is requesting approval for a reduced Landscaped Pedestrian Zone (LPZ) width in certain areas.

PLAT NOTE AMENDMENT :

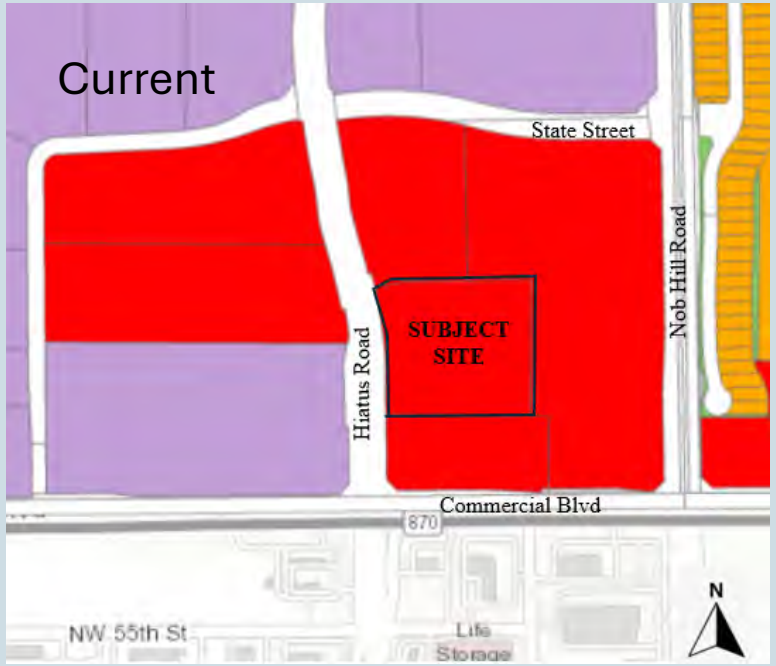
To permit up to 90,000 sf industrial use on Tract D-1.

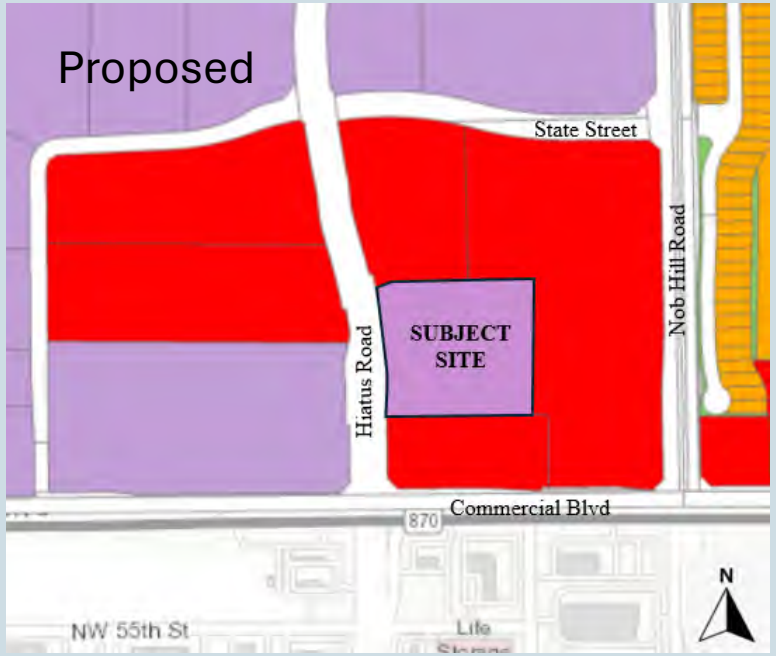
- Land Use Plan Amendment and Rezoning
  - Require 1 Planning Board hearing and 2 City Commission hearings.
  - Planning Board hearing is scheduled for March 4, 2026 at 9:00 am.
- Site Plan
  - Requires 1 Planning Board hearing and 1 City Commission hearing.
  - Application currently under review/in DRC process.
  - Administrative Adjustment issued with site plan approval.
- Plat Note Amendment
  - City will issue Letter of No Objection.
  - Must be reviewed and approved by Broward County.

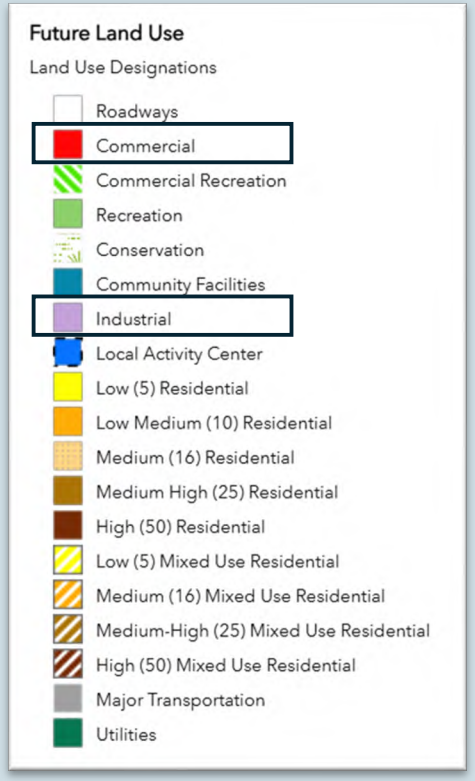
Land Use

CURRENT: Commercial

PROPOSED: Industrial



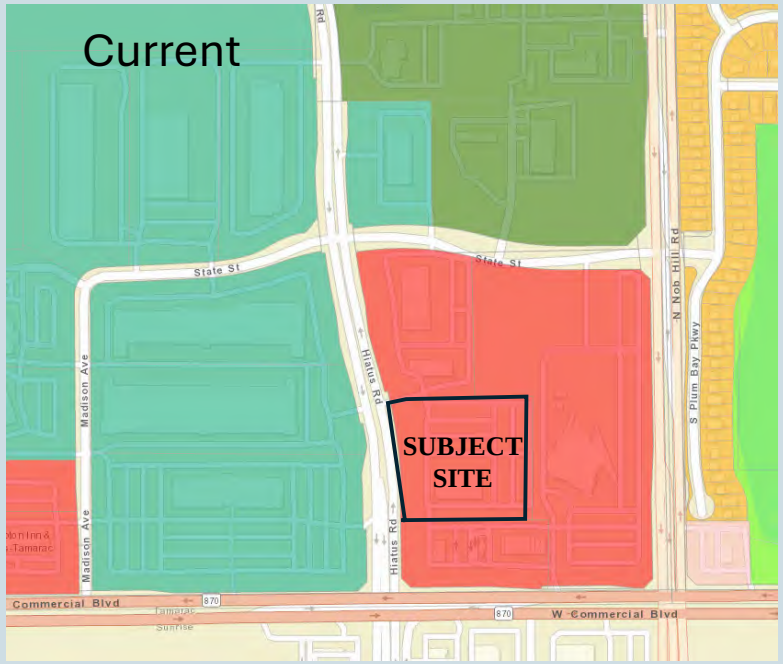


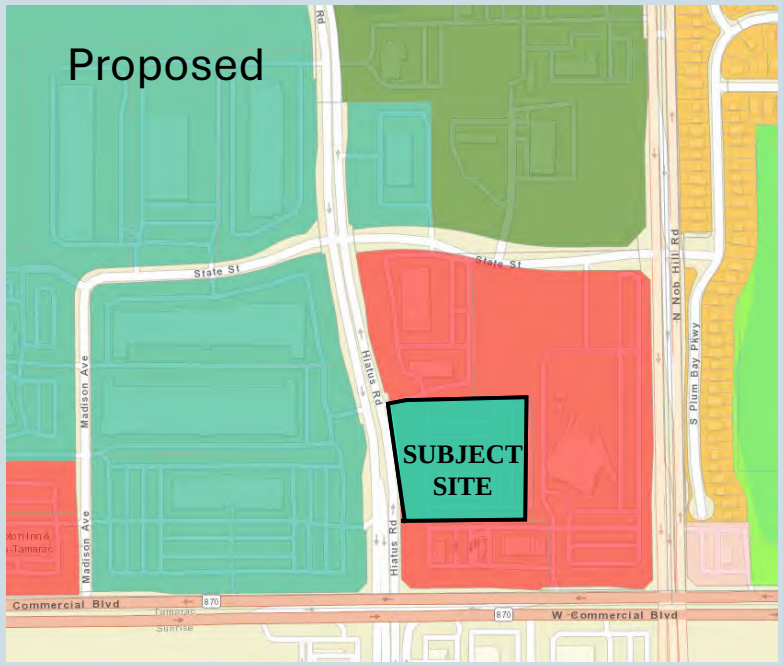


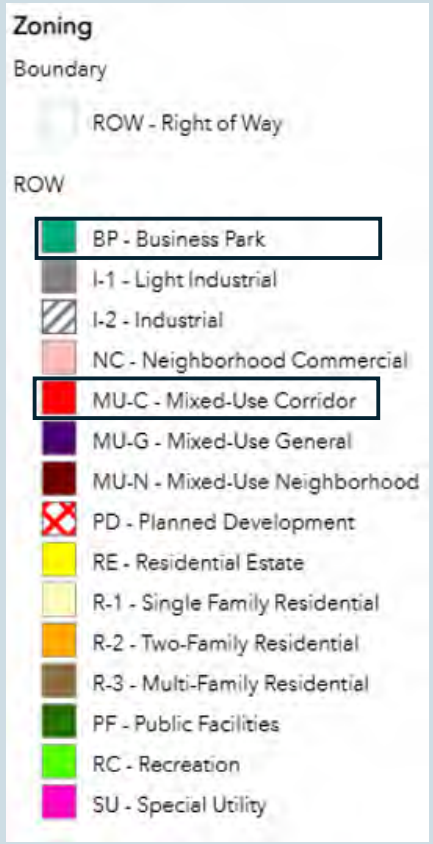
Zoning

CURRENT:
Mixed Use Commercial (MU-C)

PROPOSED:
Business Park (BP)







Site Plan

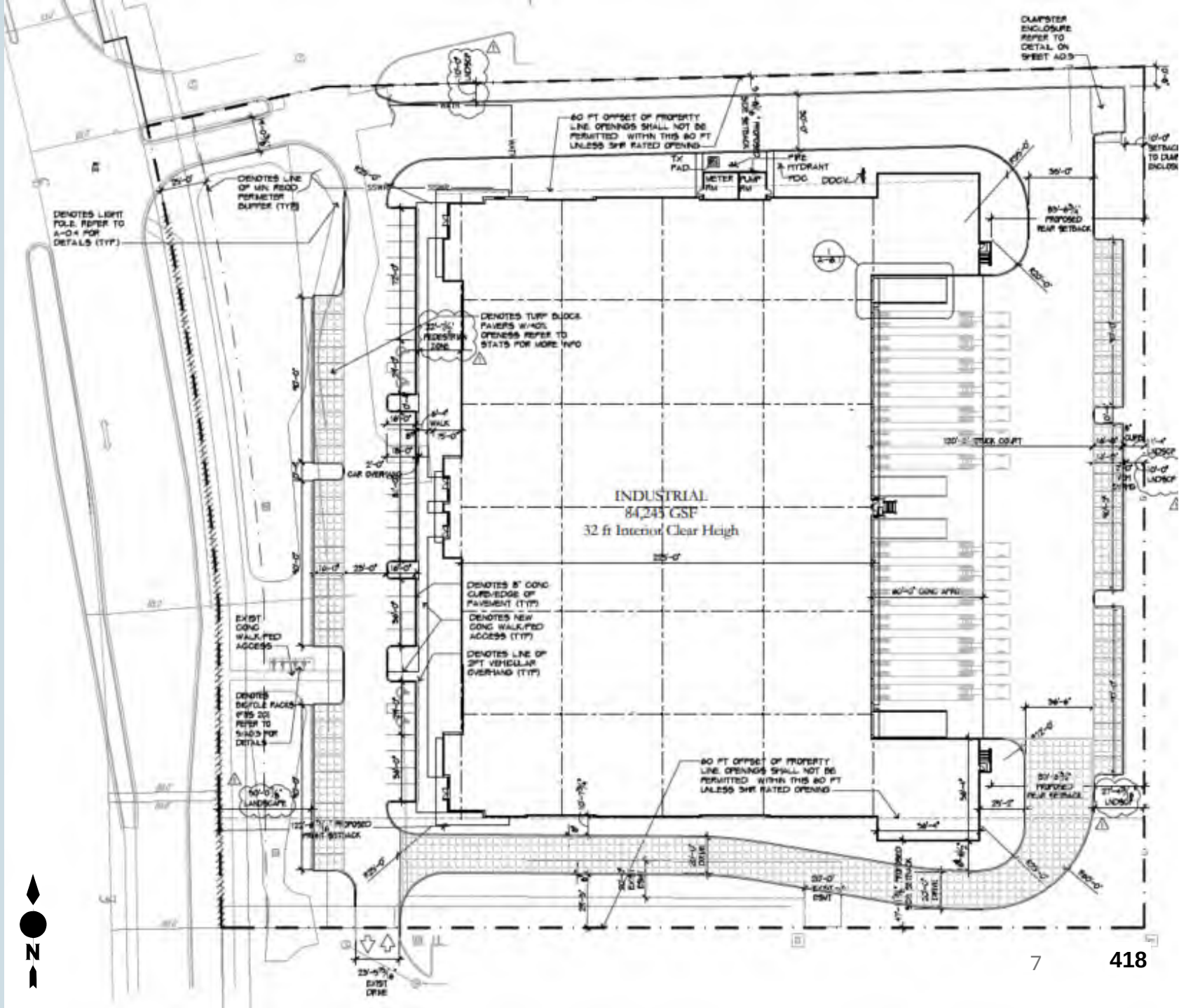
Gross Building Area:	84,245.00 sf

MAX BLDG HEIGHT ALLOWED : 50 FEET
MAX BLDG HEIGHT PROPOSED: 45'-3"

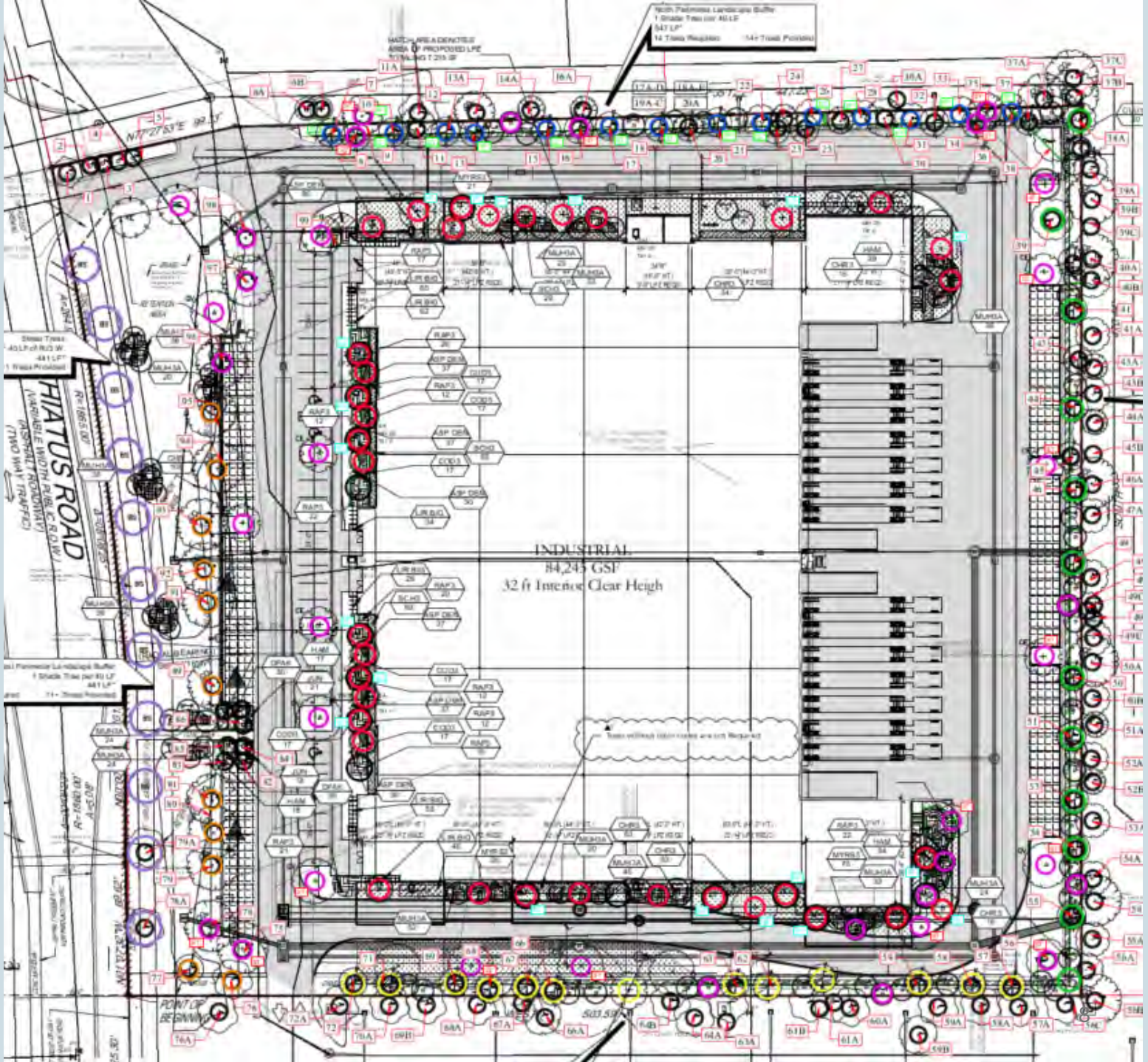
SETBACKS	REQUIRED	PROVIDED
FRONT (WEST)	25 feet	122'-6" Min
SIDE (NORTH)	10 feet	50'- 7 5/16 " Min
SIDE (SOUTH)	10 feet	47'-11 3/8 " Min.
REAR (EAST)	10 feet	82'- 5 3/4 " Min.

PARKING STALLS	REQUIRED	PROVIDED
Standard (9' x 16' w/2' overhang)	83	85
Handicap (12' x 16' w/2' overhang)	4	4
TOTAL PARKING	87	89

TOTAL LOADING PROVIDED = 18 (13' x 60')
(Including 2 Loading Ramps)



Landscape Plan



Landscape Plan

LANDSCAPE REQUIREMENTS:

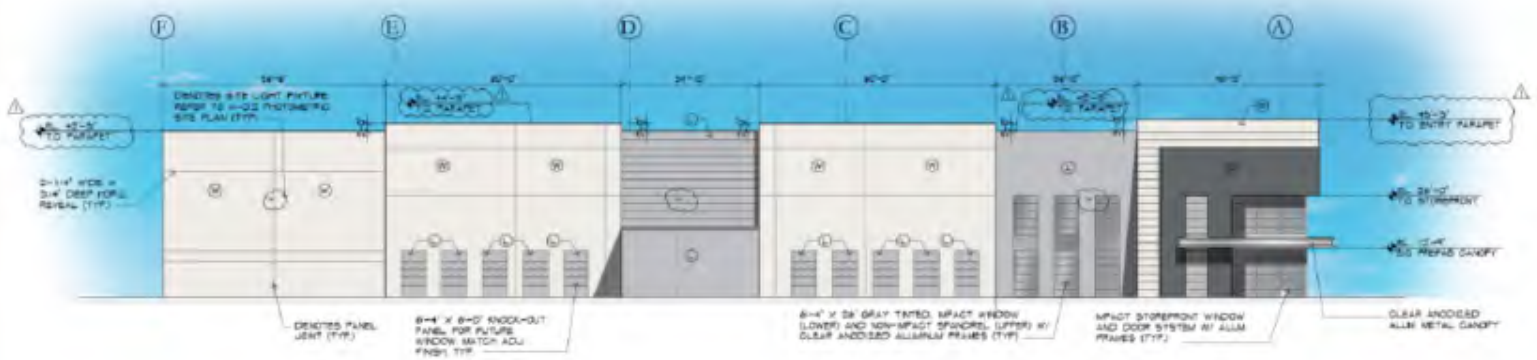
INCLUDES ALL EXISTING & PROPOSED

10-4.4 CITY OF TAMARAC LDC	REQUIRED : MU-C ZONING (w/ one main public row frontage)	PROVIDED	COLOR CODE
WEST PERIMETER LANDSCAPE BUFFER 441 L.F. - HIATUS ROAD R.O.W.	1 SHADE TREE/40 LF 441 LF / 40 = 11 **11 TREES REQUIRED**	**11+ TREES**	
SOUTH PERIMETER LANDSCAPE BUFFER 503.59 L.F. - ADJ RETAIL MU-C	3 TREES (1 SHADE) TREE/40 LF 503 LF / 40 = 12.5 X 3 **37.5 = 38 TREES**	**38+ TREES**	
NORTH PERIMETER LANDSCAPE BUFFER 546.56 L.F. - ADJ OFFICE MU-C	1 SHADE TREE/40 LF 546.56 LF / 40 = 13.7 **14 TREES**	**14 TREES**	
EAST PERIMETER LANDSCAPE BUFFER 470.44 L.F. - ADJ CHURCH MU-C	1 SHADE TREE/40 LF 470.44 LF / 40 = 11.8 **12 TREES**	**12+ TREES**	
INTERIOR - PERVIOUS (GREEN AREA) 71,568.95 S.F. PERVIOUS GREEN AREA PROVIDED	1 SHADE TREE / 2,000 SF OF PERVIOUS AREA (50% SHADE TREES) 71,568.95 / 2000 = **35.78 (36) TREES** (with 18+ being SHADE TREES) (INCLUDES THE SHADED SIDEWALKS - 1 TREE PER 30 L.F. FOR 50% OF WALKS ADJ. TO FOUNDATION FACING STREETS & VUA'S. (NIC TRUCK BAYS) SEE PLAN FOR BREAKDOWN OF AREAS FOR THE REQUIRED SHADED WALKS 5 SHRUBS / 2,000 SF OF PERVIOUS AREA 71,568.95 / 2000 = 32 x 5 = **160 SHRUBS** (interior area)	**36 TREES** *(18SHADE)* *(of 2 being Palms)* **160+SHRUBS**	
PEDESTRIAN ZONES : BUILDING 1 WEST FACADE - 365 L.F. BUILDING 1 NORTH FACADE - 293 L.F. BUILDING 1 EAST FACADE (north side) - 113 L.F. BUILDING 1 SOUTH FACADE - 293 L.F.	1 TREE / 30 L.F. OF FACADE = XX **TREES** TOTAL (with 50% being shade) 365 / 30 = 12 TREES 293 / 30 = 10 TREES 113 / 30 = 3.7 (4) TREES 293 / 30 = 10 TREES	**44 TREES** 12 TREES 10 TREES 12 TREES 10 TREES	
STREET TREES : HIATUS ROAD - 441 L.F.	1 SHADE TREE / 40 L.F. OF R.O.W. = **11 SHADE TREES** TOTAL	**11 SHADE TREES**	
OVERALL TOTAL TREE CALCULATION SHADE TREES NATIVE USE OF PALMS	**209 TOTAL TREES REQUIRED** (site & street trees) MINIMUM AS PER LISTED ABOVE ABOVE = 105 TREES TO BE SHADE 50 % MINIMUM OF REQUIRED = 105 TREES TO BE NATIVE 20 % MAXIMUM OF REQUIRED = 27 MAX. 42 OF PALMS TO USE	**152+TREES PROVIDED** (98 shade/ canopy trees) (9 palms @ 1:1 = 9) (37 small trees) (42 palms @ 3:1 = 14) 33 SHADE (70 %) (3 being Royal Palms) 126 NATIVE (94 %) (124+ trees) (12 palms) of the 128 total # of trees & palms 100 PALMS (15 %)	
VEHICULAR USE AREA - INTERIOR LANDSCAPE SQUARE FOOT CALCULATIONS	15 % MINIMUM INTERIOR LANDSCAPING REQUIRED WITHIN VUA (71,568.95 SF OF VUA X 15% = 10,735 SF)	40,768.32 SF PROVIDED 2864 SF OF PARKING ISLANDS 10,000 + SF OF ADDITIONAL GREEN	

Elevations



1 WEST ELEVATION



PAINT COLOR LEGEND

	MED. GRAY: SW 7075 WEB GRAY
	LIGHT GRAY: SW 7073 NETWORK GRAY
	WHITE: SW 7005 PURE WHITE
	CLEAR ANODIZED ALUMINUM

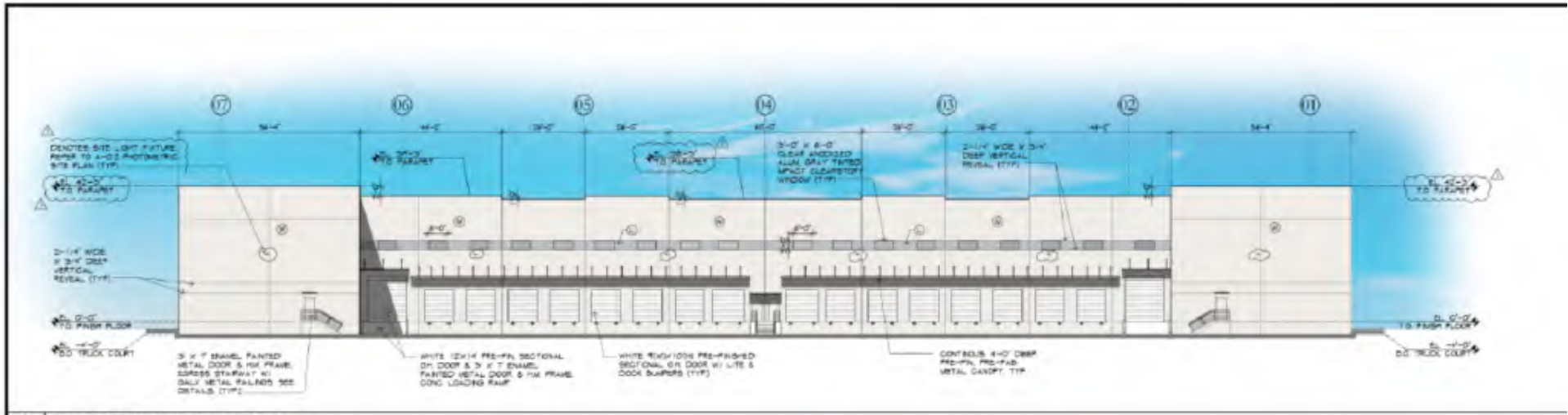
- ALL WINDOWS TO BE CLEAR ANODIZED ALUMINUM FRAMES WITH DARK GRAY TINTED IMPACT GLASS U.N.O.
- EXTERIOR OF ENTIRE BUILDING TO RECEIVE "TEXI-COTE" ACRYLIC PRIMER THEN APPLIED TEXTURE AS NOTED BELOW:
  - ENTRY PANELS = COARSE TEXTURE
  - MAIN PANELS = FINE TEXTURE
- ALL COLORS TO BE "SHERWIN WILLIAMS" EXTERIOR ACRYLIC LATEX OR APPROVED EQUAL.
- ALL METAL RAILINGS TO BE SATIN METAL U.N.O.

GRAY TINTED IMPACT WINDOW/DOOR STOREFRONT GLAZING W/ CLEAR ANODIZED ALUMINUM FRAMES. SEE SCHEDULES (TYP.)

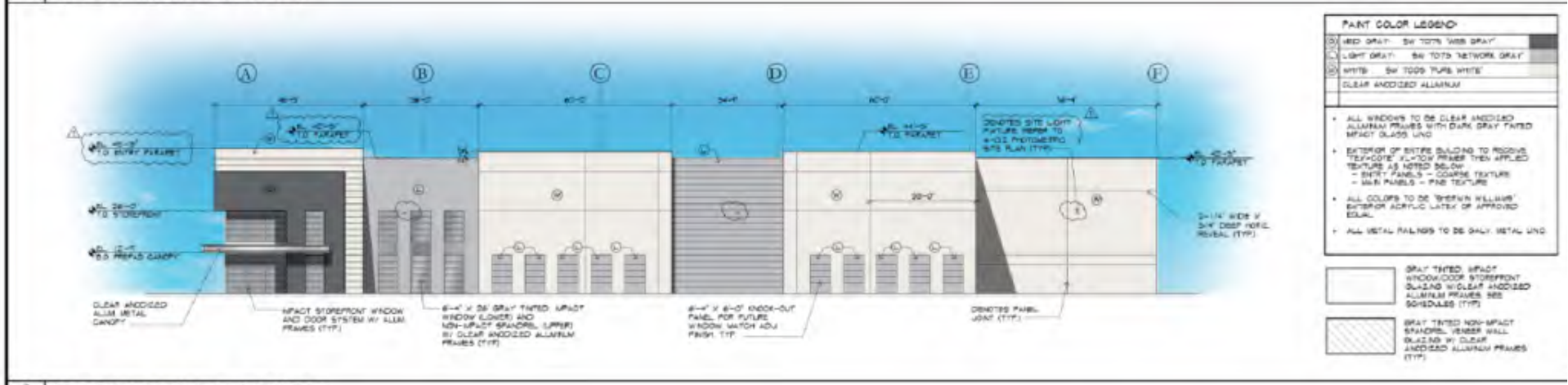
GRAY TINTED NON-IMPACT SPANDREL VENEER WALL GLAZING W/ CLEAR ANODIZED ALUMINUM FRAMES (TYP.)

2 NORTH ELEVATION

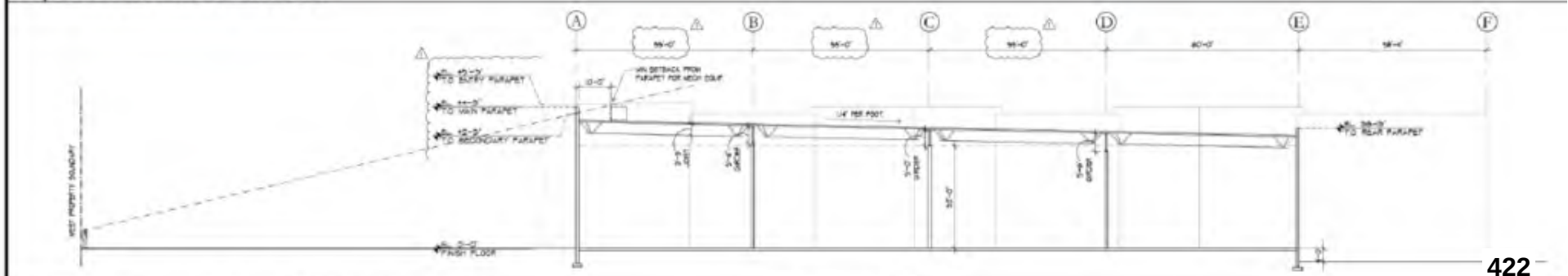
Elevations



1 WEST ELEVATION



2 SOUTH ELEVATION



3 WEST -EAST BUILDING SECTION

Renderings



NORTH WEST PERSPECTIVE VIEW



WEST PERSPECTIVE VIEW

Administrative Adjustment
Landscape Pedestrian Zone (LPZ)

REQUIRED:

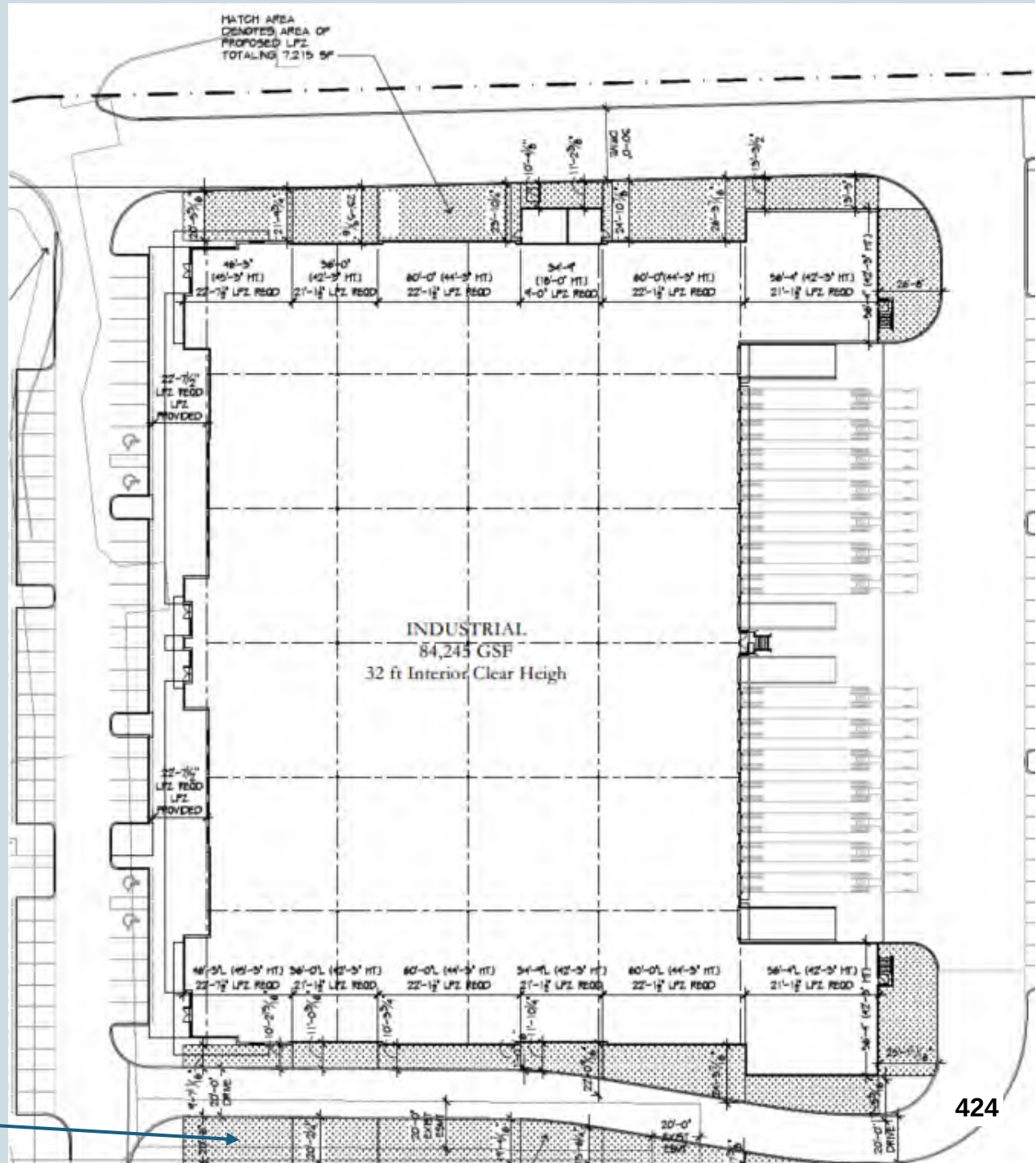
The City's Land Development Code Sec. 10-4.4(L)(4)(c)(i) states for buildings with heights up to and including 60 feet, the landscape zone width shall equal 50 percent of the building height or ten feet, whichever is greater.

PROPOSED

The proposed building varies in height. Required LPZ width varies between 9'-0" and 22'-7.5". Despite localized reductions on width, the total square footage of proposed LPZ area exceeds minimum required:

	Min. LPZ Area Required	LPZ Area Proposed	Net Area Difference (+/-)
N/NE Façade	7,154 SF	7,215 SF	+61 sf
S/SE Façade	7,576 SF	9,554 SF	+1,978 sf
Total	14,730 SF	16,769 SF	+2,039 SF (14%)

- *LPZ area is met on west and east.*
- *Portion of LPZ area is proposed on south side of south drive due to existing easement.*



CONTACT

Applicant

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Fort Lauderdale, FL 33301
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Dennis.Mele@gmlaw.com

Malcolm Butters
Butters Construction & Development
6820 Lyons Technology Circle #100
Coconut Creek, FL 33073
T: (954) 312-2432
MSButters@Butters.com



NORTH WEST PERSPECTIVE VIEW

COAST LOGISTICS

5600 N. Hiatus Road, Tamarac

APPLICATION FOR AMENDMENT TO

CITY OF TAMARAC LAND USE PLAN

Map Amendment (Small-Scale)



December 2025
Revised January 2026

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EXHIBITS

Exhibit A	Survey of Property
Exhibit B	Location Map
Exhibit C	Current Land Use Plan Designation
Exhibit D	Proposed Land Use Plan Designation
Exhibit E	Potable Water Service Letter
Exhibit F	Sanitary Sewer Service Letter
Exhibit G	Solid Waste Service Letter
Exhibit H	Drainage Service Letter
Exhibit I	Mass Transit Service Letter
Exhibit J	State of Florida Review

1. TRANSMITTAL INFORMATION

A. Letter of transmittal from municipal mayor or manager documenting that the local government took action by motion, resolution or ordinance to transmit a Proposed Amendment to the Broward County Land Use Plan, including the date that the local governing body held the transmittal public hearing. Please attach a copy of the referenced motion, resolution or ordinance. The local government's action to transmit must include a recommendation of approval, denial or modification regarding the Proposed Amendment to the Broward County Land Use Plan.

This small-scale amendment application is related only to the City of Tamarac Land Use Plan. The requested land use designation is consistent with the existing Broward County Land Use Plan designation (Commerce) and no amendment is required. Therefore, there is no need to transmit this amendment to Broward County.

B. Name, title, address, telephone number and e-mail address of the local government contact person.

Maxine A. Calloway, Esq., AICP
Director of Community Development
City of Tamarac
7525 NW 88 Avenue, Room 206
Tamarac, FL 33321
Telephone: (954) 597-3530
E-mail: maxine.calloway@tamarac.org

C. Summary minutes from both the local planning agency and the local government public hearings of the transmittal of the Broward County Land Use Plan Amendment.

This amendment application is only to the City of Tamarac Land Use Plan and will not be transmitted to Broward County.

D. Description of public notification procedures followed for the amendment by the local government, including notices to surrounding property owners, advertisements in local publications, signage at proposed site, etc.

According to the City of Tamarac Land Development Code Table 10-5.2, notice of the public hearings for a Comprehensive Plan Amendment for a small-scale development is published at least five (5) days prior to the City Commission public hearing..

E. Whether the amendment is one of the following:

***Development of Regional Impact**
***Small-scale development (per Chapter 163.3187 Florida Statutes)**
***Emergency (please describe on separate page)**

The amendment is a small-scale amendment to the City of Tamarac Land Use Plan and does not require an amendment to Broward County's Land Use Plan.

2. APPLICANT INFORMATION

A. Name, title, address, telephone number and e-mail address of the applicant.

Butters Group
6820 Lyons Technology Circle, Suite 100
Coconut Creek, FL 33073
Contact: Malcolm Butters
Telephone: (954) 312-2400 x. 2402
E-mail: MSButters@butters.com

B. Name, title, address, telephone number and e-mail address of the agent.

Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
Contact: Dennis D. Mele, Esq.
Telephone: (954) 527-2409
Facsimile: (954) 333-4009
E-mail: dennis.mele@gmlaw.com

C. Name, title, address, telephone number and e-mail address of the property owner(s).

The Genesis Group LLC
2412 NE 27 St.
Lighthouse Point FL 33064

D. Applicant's rationale for the amendment. The Planning Council requests a condensed version for inclusion in the staff report (about two paragraphs).

The property that is the subject of this application is located at 5600 Hiatus Road ("Property") and is currently designated Commercial on the City of Tamarac ("City") Land Use Plan and Commerce on the Broward County Land

Use Plan. The Property is currently developed with a +/- 21,000 square-foot building currently operating as Gold Coast School. The applicant is requesting that the City Land Use Plan designation on the Property be changed from Commercial to Industrial to allow for the redevelopment of the Property as a warehouse facility.

This area of the City has evolved into an industrial center of the city, particularly along the Hiatus Road corridor. The Property enjoys excellent proximity to the regional highway network with access to the Sawgrass Expressway just over a ¼ mile to the west. As on-line shopping and work-from-home options continue, the demand for commercial land use in this location may not be the best use of the Property. The proposed use will strengthen city's industrial sector, create jobs, and will result in redevelopment of an underutilized property.

The Proposed Amendment will result in a development that is compatible with the surrounding area. The City and its neighbor to the south, City of Sunrise, have both established commerce centers that surround the Property. The parcels to the west and south are currently designated Industrial on the respective land use plans. The parcel to the northwest is designated Commercial but the existing use is a heavy commercial/warehouse use. In addition, there are no residential uses adjacent to the Property.

This Property provides a redevelopment opportunity for industrial development that is consistent with surrounding development and zoning, as well as the City's Comprehensive Plan. The analysis in this application demonstrates that there is adequate capacity in the municipal infrastructure systems to accommodate the proposed development. In addition, when the traffic generated by the maximum allowable development under the existing land use plan designation is compared with the proposed land use plan designation, there is a reduction of traffic. Finally, the redevelopment will provide job opportunities for residents and tax revenues for the City.

3. AMENDMENT SITE DESCRIPTION

A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the Proposed Amendment.

The Property is located on the east side of Hiatus Road just north of Commercial Boulevard (+/- 250 feet). The Property contains approximately 5.5 net acres. The gross site area is 6.1 acres.

B. Sealed survey, including legal description of the area proposed to be amended.

A survey of the Property proposed to be amended is provided as **Exhibit A**.

C. Map at a scale clearly indicating the amendment's location, boundaries and proposed land uses.

A location map that identifies the boundaries of the Property is provided as **Exhibit B**. The proposed use of the Property is a warehouse facility.

4. EXISTING AND PROPOSED USES

A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation. For Activity Center amendments, the proposed text indicating the maximum residential and non-residential uses must be included.

The existing and proposed land use plan designations on the Property are provided below.

	Broward County	City of Tamarac
Current	Commerce	Commercial
Proposed	Commerce	Industrial

The current City Land Use Plan designation for the Property is depicted on **Exhibit C**. The proposed City Land Use Plan designation is depicted on **Exhibit D**.

B. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for the amendment site or adjacent areas.

The flexibility provisions of the Broward County Land Use Plan have not been used for areas adjacent to the Property. This application does not include a request for allocation of flexibility provisions.

C. Existing use of amendment site and adjacent areas.

Amendment Site: Commercial (School)

Adjacent Properties: North: Office and Church
South: Commercial Retail
East: Church
West: Industrial Warehouse

D. Proposed use of the amendment site including proposed square footage (for analytical purposes only) for each non-residential use and/or dwelling unit count. For Activity Center amendments, also provide the existing square footage for each non-residential use and existing dwelling unit count within the amendment area.

For analytical purposes, this application assumes 10,000 square feet per acre for non-residential uses. Although the City Land Use Plan and Land Development Code may allow a larger building, this is the professionally accepted development intensity used for analyzing land use plan amendments. The gross site area is 6.1 acres. Therefore, 61,000 square feet of industrial use could be constructed under the proposed industrial land use.

E. Maximum allowable development per adopted and certified municipal land use plans under existing designation for the site, including square footage/floor area ratio/lot coverage/height limitations for each non-residential use and/or dwelling unit count.

The Property is currently designated Commercial and contains 6.1 gross acres. For the purposes of the analysis of the impacts of this requested amendment, the maximum allowable development on the Property is assumed to be 61,000 square feet of commercial use.

5. ANALYSIS OF PUBLIC FACILITIES AND SERVICES

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. Provide calculations for each public facility and/or service. If more than one amendment is submitted, calculations must be prepared on an individual and cumulative basis.

A. Potable Water Analysis

1. Provide the potable water level of service per the adopted and certified local land use plan, including the adoption date of the 10 Year Water Supply Facilities Plan.

The City's 10 Year Water Supply Facilities Work was adopted on September 14, 2022 via Ord.2022-015. The adopted level of service for potable water service is as follows:

- 110 gallons per capita per day in the Western Service Area (Tamarac Water Treatment Plant)
- 107 gallons per capita per day in the Eastern Service Area (Fort Lauderdale Water Treatment Plants)

- 115 gallons per capita per day in the BCU Service Area (Broward County Water Treatment Plants)

2. Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the wellfield serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.

The City of Tamarac receives potable water from three separate water service providers. The Proposed Amendment is located in the region of the western service area, which receives potable water from the Tamarac Water Treatment Plant located at 7803 N.W. 61 Street.

The current plant treatment capacity is rated at 20 million gallons per day ("MGD") with a filtration capacity rated at 16 MGD. The plant draws water from 19 active raw water wells permitted by SFWMD. The City of Tamarac holds a consumptive use permit to withdrawal a total of 8.47 MGD of potable water from the Biscayne Aquifer. The permit expires March 8, 2042. Based on the level of service of 110 gallons per capita per day and Table 4.4 of the Potable Water Supply section of the Infrastructure Element, the City of Tamarac will need to increase its available water capacity by the year 2035. The City's Comprehensive Plan indicates the City will explore a 2.0 MGD Reverse Osmosis facility.

3. Identify the net impact on potable water demand, based on the adopted level of service, resulting from the Proposed Amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

The table below utilizes Broward County Equivalent Residential Unit (ERU) Factors.

Current Land Use Plan Designation: Commercial		
Development Intensity	**Generation Rate***	**Demand**
61,000 sq. ft. Commercial (ERU Ref Code C05 Merchandising)	x 0.185 ERU/1,000 sq. ft.	= 11.3 ERU
Proposed Land Use Plan Designation: Industrial		
Development Intensity	**Generation Rate***	**Demand**
61,000 sq. ft. Industrial (ERU Ref Code C06 Warehouse mixed use)	x 0.168 ERU/1,000 sq. ft.	= 10.2 ERU
	Net Change: - 1.1 **ERU**	

*Broward County Equivalent Residential Unit Factors.

4. Correspondence from potable water provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

See **Exhibit E**.

Daniela Herrera, P.E.
City Engineer
City of Tamarac
6011 Nob Hill Road, 2nd Floor
Tamarac, FL 33321
(954)-597-3726
Daniela.Herrera@tamarac.org

B. Sanitary Sewer Analysis

1. Provide the sanitary sewer level of service per the adopted and certified local land use plan.

The adopted level of service for sanitary sewer service in the City as specified in the Infrastructure Element of the City of Tamarac Comprehensive Plan is 124 gallons per capita per day in the Western Service Area (Broward County Wastewater Treatment Facilities) and 131 gallons per capita per day in the Eastern Service Area (Fort Lauderdale Wastewater Treatment Facilities).

2. Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources.

The Property is located in the western service area, where wastewater generated is conveyed to Broward County's wastewater system and treated at the Broward County North Regional Wastewater Plant ("BCNRWP") at 2555 West Copans Road in the City of Pompano Beach. The City of Tamarac maintains an interlocal agreement with Broward County to treat all wastewater generated in the western service area. The agreement provides a maximum of 8.5 MGD reserve capacity at the North Regional Wastewater Treatment Plant ("NRWT"). The NRWT has a design capacity of 95 MGD. As of November 2025, the one-year average day flow for the NRWWTP was 69.1 MGD, and the committed capacity was 5.1 MGD average-day flow, for a total of 74.2 MGD. The available plant capacity is 20.8 MGD. The NRWWTP is presently servicing the Property and can provide sanitary sewer

services to the Property from the existing facilities. There are no planned wastewater treatment plant capacity increases at this time.

3. **Identify the net impact on sanitary sewer demand, based on the adopted level of service, resulting from the Proposed Amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.**

Current Land Use Plan Designation: Commercial		
Development Intensity	**Generation Rate***	**Demand**
61,000 sq. ft. Commercial	30 GPD/1,000sq. ft.	1,830 GPD
Proposed Land Use Plan Designation: Industrial		
Development Intensity	**Generation Rate***	**Demand**
61,000 sq. ft. Industrial	27 GPD/1,000sq. ft.	1,647 GPD
	Net Change: -183 GPD	

*Broward County Guidelines for Determining Ability to Provide Potable Water and Wastewater Service.

4. **Correspondence from sanitary sewer provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.**

See **Exhibit F**.

C. **Solid Waste Analysis**

1. **Provide the solid waste level of service per the adopted and certified local land use plan.**

According to the City's Comprehensive Plan, the adopted level of service for solid waste is 12.0 pounds per capita per day at Broward County Disposal Facilities (BIC Landfill and Resource Recovery Facility). All solid waste collection is provided by City contracted service providers.

2. **Identify the solid waste facility serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.**

Waste Management, Inc. is responsible for solid waste collection services within the City limits. The City doesn't own or operate any solid waste processing facilities. The City contracts with FCC Environmental Services for processing and transportation of all the City's municipal

waste. FCC Services has adequate staff, fleet, and ability to continue collecting and transporting the City's solid waste. The solid waste facility servicing the disposal of solid waste for the subject area is the waste to energy facility located at 4400 South State Road 7 in the City of Fort Lauderdale. The capacity of the facility can process 815,000 tons of waste per year and the current contracted demand is approximately 750,000 tons per year.

3. **Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the Proposed Amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.**

Current Land Use Plan Designation: Commercial		
Development Intensity	**Generation Rate**	**Demand**
61,000 sq. ft. Commercial	4 lb./100 sq. ft./day	2,440 lbs./day
Proposed Land Use Plan Designation: Industrial		
Development Intensity	**Generation Rate***	**Demand**
61,000 sq. ft. Warehouse	2 lbs./100 sq. ft./day	1,220 lbs./day
	NET CHANGE: + 1,220 lbs./day	

*Table 6-A Solid Waste Generation Rates, Broward County Comprehensive Plan, Solid Waste Element

4. **Correspondence from the solid waste provider verifying the information submitted as part of the application in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.**

See **Exhibit G**.

Bob Hely
FCC Environmental Services
4400 S State Road 7
Fort Lauderdale, FL 33314
(954)581-6606
Robert.Hely@FCCenvironmental.com

D. Drainage Analysis

1. Provide the drainage level of service per the adopted and certified local land use plan.

The adopted level of service standards for drainage facilities as contained in the City of Tamarac Comprehensive Plan are as follows:

a. FEMA criteria for minimum floor elevation and protection of floodplains;
b. Standards as established by the Broward County Department of Natural Resources, South Florida Water Management District, Broward County Water Management Division, and the City of Tamarac for off-site discharge, on-site retention, and best management practices for pollutant discharge; and
c. Ten (10) year storm will produce a headwater no higher than four (4) inches above the lowest catch basin rim in parking lots or two (2) inches below the edge of pavement in subdivisions.

Additionally, correspondence with Broward County indicates the following as outlined in Exhibit H:

1. Meet the permitted criteria or Pre-vs-Post analysis including:
    a. Broward County Parking Lot Protection - 5-yr, 1-day
    b. Road Protection - 10-yr, 1 day and 10-yr, 3 -day
    c. Attenuation Requirement - 25-yr, 3-day
    d. Flood Protection - 100-yr, 3-day (zero discharge)

2. Full water quality must be provided prior to discharge. (if applicable)

3. The project must comply with the Basin allowable discharges. (if applicable)

4. Finished Floor Elevation requirements: The highest of the following:
    a. FEMA maps effective July 31, 2024
    b. Broward County 100-yr, 3-day flood map elevation
    c. Broward County Future Conditions 100 yr flood map 2060
    d. Site specific 100-yr, 3-day (zero discharge) peak stage.

5. Water table requirements: The highest of the following:
    a. Plate WM 2.1 - Average Wet Season Groundwater Elevation
    b. Plate WM 2.2 - 2060 Future Conditions Average Wet Season GW Elevation
    c. Plate WM 2.3 - 2070 Future Conditions Average Wet Season GW Elevation

6. Additional ERP requirements as of June 28, 2024:
    a. Performance criteria
    b. Operation and maintenance cost estimate and plan

2. The elevation for the area depicted on the "100 Year Flood Elevation Map. "Identify the drainage district and drainage systems serving the amendment area.

The Broward County 100 Year Flood Map depicts the Property with elevation 9.5 NAVD. The Property is within the drainage jurisdiction of the Broward County Environmental Engineering and Permitting Division and South Florida Water Management District. The primary drainage system is the South Florida Water Management district, via canals C-13 and C-14 which are extensions of the overall canal system. There is no local drainage district.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

No improvements are planned by the City to serve this Property.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site.

Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

There is an existing Broward County Surface Water Management License for the Property (#SWM1998-002-13) and South Florida Water Management District Environmental Resource Permit ERP Application (#030102-11). These approvals will be modified for the new development.

5. **If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties.**

   The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and years, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

   The wet season water level for the Property is 4.5 NAVD. The design storm elevation for the 10 year 1 day, 25 year 3 day and 100 year 3 day events is 9.5 NAVD. The site will meet the adopted level of service, as required.

6. **Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.**

   See **Exhibit H**.

E. Recreation and Open Space Analysis

1. **Provide the recreation and open space level of service per the adopted and certified local land use plan.**

   The City has adopted a level of service for public parks, recreation, and open space of 3 acres per 1,000 population.

2. **For amendments which will result in an increased demand for "community parks" acreage, as required by the Broward County Land Use Plan, an up-to-date inventory of the municipal community parks inventory must be submitted.**

   Not applicable to this application.

3. Identify the net impact on demand for "community parks" acreage, as defined by the Broward County Land Use Plan, resulting from this amendment.

Not applicable to this application.

4. Identify the projected "community parks" acreage needs based on the local government's projected build-out population.

Not applicable to this application.

5. As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Policies 2.5.4 and 2.5.5 (a. through e.), regarding the provision of open space.

Not applicable to this application. This Proposed Amendment does not result in a loss of open space.

F. Traffic Circulation Analysis

1. Identify the roadways impacted by the Proposed Amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.

The roadway network that will be most impacted by the Proposed Amendment includes Commercial Boulevard (State Road 870), Hiatus Road, Nob Hill Road, and Pine Island Road.

The number of lanes, roadway capacity, current traffic volumes, adopted levels of service (LOS), and current operating conditions (LOS) of the roadway segments located within the study area are documented in Table 1.

TABLE 1
EXISTING ROADWAY CONDITIONS (2020)

ROADWAYS	LANES	AADT			Peak Hour		
		Volume	Capacity	LOS	Volume	Capacity	LOS
EAST-WEST							
Commercial Boulevard							
E. of Sawgrass Xway	6	27000	59900	C	2565	5390	C
E. of Nob Hill Road	6	31000	59900	C	2945	5390	C
E. of Pine Island Road	6	32000	59900	C	3040	5390	C
NORTH-SOUTH							
Hiatus Road							
N. of 44 St	4	14500	37810	C	1378	3401	C
N. of Commercial Blvd	4	12700	37810	C	1207	3401	C

Nob Hill Road							
N. of 44 St	4	22000	37810	C	2090	3401	C
N. of Commercial Blvd	4	23000	37810	C	2185	3401	C
N. of McNab Rd	4	23500	37810	C	2233	3401	C
Pine Island Road							
N. of 44 St	6	34000	56905	C	3230	5121	C
N. of Commercial Blvd	4	22500	56905	C	2138	5121	C
N. of McNab Rd	4	20500	37810	C	1948	3401	C

Source: MPO Roadways Capacity and Level of Service Analysis 2020 & 2045

2. Identify the projected level of service for the roadways impacted by the Proposed Amendment for the long range planning horizon. Please utilize average daily and p.m. peak hour traffic volumes per Broward Metropolitan Planning Organization (MPO) plans and projections.

Table 2 documents the projected levels of service (LOS) for the primary roadways located near the Property. The 2045 projected daily traffic volumes (AADT) and PM peak hour volumes were obtained from the Broward MPO and their most recent Level of Service Spreadsheet.

TABLE 2
EXISTING ROADWAY CONDITIONS (2045)

ROADWAYS	LANES	AADT			Peak Hour		
		Volume	Capacity	LOS	Volume	Capacity	LOS
EAST-WEST							
Commercial Boulevard							
E. of Sawgrass Xway	6	46300	59900	C	4399	5390	C
E. of Nob Hill Road	6	52200	59900	C	4959	5390	C
E. of Pine Island Road	6	57500	59900	C	5463	5390	F
NORTH-SOUTH							
Hiatus Road							
N. of 44 St	4	50600	37810	F	4807	3401	F
N. of Commercial Blvd	4	46800	37810	F	4446	3401	F
Nob Hill Road							
N. of 44 St	4	38400	37810	F	3648	3401	F
N. of Commercial Blvd	4	49300	37810	F	4684	3401	F
N. of McNab Rd	4	42900	37810	F	4076	3401	F
Pine Island Road							
N. of 44 St	6	63800	56905	F	6061	5121	F
N. of Commercial Blvd	6	49100	56905	C	4665	5121	C
N. of McNab Rd	4	47800	37810	F	4541	3401	F

Source: MPO Roadways Capacity and Level of Service Analysis 2020 & 2045

3. **Planning Council staff will analyze traffic impacts resulting from the amendment. The applicant can provide a traffic impact analysis for the amendment – calculate anticipated average daily and p.m. peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network for the long-range planning horizon.**

The Daily and PM peak hour trip generation potential of the existing City Land Use Plan designation and the proposed City Land Use Plan designation (at maximum intensity) has been calculated using trip generation rates published by the Institute of Transportation Engineers (ITE) in the document Trip Generation, 12th Edition.

DC Engineers, Inc. prepared the below trip generation comparison analysis.

Table A: Trip Generation Comparison Analysis

Land Use	Scale	Units	AM Peak Hour			PM Peak Hour			Daily
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	
EXISTING LAND USE									
Shopping Plaza (40-150k) (LUC 821)	61.000	ksf	210	126	84	503	246	257	5,641
Total			**210**			**503**			**5,641**
PROPOSED LAND USE									
Warehousing (LUC 150)	61.000	ksf	20	15	5	26	7	19	84
Total			**20**			**26**			**84**
Difference	-	-	**(190)**	**(111)**	**(79)**	**(477)**	**(239)**	**(238)**	**(5,557)**

Source: ITE Trip Generation Manual (12th Edition) Supplement

Shopping Plaza (40-150k) (LUC 821)	Daily	T = 136.41(X) - 2680.46
	AM Peak	T = 3.89(X) - 27.40
	PM Peak	T = 9.34(X) - 66.48
Warehousing (LUC 150)	Daily	T = 1.38(X)
	AM Peak	T = 0.10(X) +13.43
	PM Peak	T = 0.11(X) +19.62

4. Provide any transportation studies relating to this amendment, as applicable.

The Applicant will coordinate with the City and provide any transportation studies, should it be required.

G. Mass Transit Analysis

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.

According to the Broward County Transit ("BCT") Division, BCT Route 55 is located within one-quarter mile of the amendment site. Please refer to the table below for detailed information regarding Route 55.

BCT has adequate capacity for current and planned services to meet additional service demand as described in this Proposed Amendment.

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M.	SERVICE FREQUENCY
BCT 55	Weekday	5:20 – 11:35p	30 Minutes
	Saturday	5:40a – 11:43p	30 Minutes
	Sunday	7:00a – 10:37p	45 Minutes

2. Describe how the Proposed Amendment furthers or supports mass transit use.

The Proposed Amendment will provide additional job opportunities along an existing mass transit route. Route 55 runs along Hiatus Road and Nob Hill Road and provides service into the Property and the northwest area of the City. Route 55 also runs along Commercial Boulevard from Nob Hill Road to A1A. This route provides residents in the City the opportunity to travel to numerous shopping and employment opportunities using mass transit.

3. Correspondence from transit provider verifying the information submitted in items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

See **Exhibit I**.

H. Public Education Analysis

1. Public School Impact Application.

Not applicable to this application.

2. The associated fee in the form of a check made payable to the SBBC.

Not applicable to this application.

3. Identify the existing school enrollment and permanent design capacity of the public elementary and secondary education facilities serving the area.

Not applicable to this application.

6. ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.

The Property is currently developed with a school. The Property does not contain any historic sites or districts on the National Register of Historic Places or locally designated historical sites. In addition, no National Register historic sites are located adjacent to the Property.

B. Archaeological sites listed on the Florida Master Site File.

Based upon a review of information on file with the State Historic Preservation Office, Division of Historical Resources Florida Master Site File, there are no previously recorded cultural resources within the Property. Correspondence

from the Florida Department of State, Division of Historical Resources confirming this information is provided as **Exhibit J.**

C. Wetlands.

According to the Broward County Wetlands Map, there are no wetlands on the Property. Further, the Property is currently developed and no wetlands exist on the Property.

D. Local Areas of Particular Concern as identified within the Broward County Land Use Plan.

The Property is not identified as a Local Area of Particular Concern.

E. Priority Planning Area Map and Broward County Land Use Plan Policy 2.21.1 regarding sea level rise.

According to the map published by Broward County the Property is not located in a Priority Planning Area.

F. "Endangered" or "threatened species" or "species of special concern" or "commercially exploited" as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.

The Applicant is not aware of any endangered or threatened species or species of special concern on the Property.

G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.

The Applicant is not aware of any listed plants located on the Property.

H. Wellfields – Indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 "Wellfield Protection." If so, specify the affected zone and any provisions which will be made to protect the wellfield.

According to the Broward County Wellfield Map, the Property is not located within a wellfield zone of influence.

I. Soils – Describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area's natural features.

The Property is currently developed land. Soil adjustments may be required consistent with typical (re)development.

J. Beach Access – Indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.

The Property is not an oceanfront property. Thus, the proposed development will not affect any beach access.

7. AFFORDABLE HOUSING

Describe how the local government is addressing Broward County Land Use Plan Policy 2.16.2, consistent with Article 5 of this Document.

Not applicable to this application.

8. LAND USE COMPATIBILITY

Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.

The City of Tamarac Comprehensive Plan 2040 identifies specific policies that address land use compatibility including the following:

Policy 1.5: The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances. The Land Development Code revisions should address criteria to be used in reviews for determining whether there is compatibility among adjacent land uses. The Community Development Department will continue to review the Planning Commission Board of agendas of surrounding cities to identify land use proposals which might affect the City.

Explanation: The Property is located just north of the Commercial Boulevard corridor. The current land use plan designation is Commercial on the City Land Use Plan. The surrounding uses include a mixture of commercial and industrial uses including warehousing, office, retail, and restaurant uses. South across Commercial Boulevard is within the municipal limits of the City of Sunrise and includes a gas station and office zoned for industrial use. The Applicant is requesting a land use plan amendment to facilitate development of a distribution facility. The proposed Industrial land use designation and warehouse facility is consistent with the surrounding area.

Policy 1.13: The City shall prioritize the focus of density and intensity efforts along major thoroughfares to revitalize its major commercial corridors, encouraging economic growth and innovative redevelopment.

Explanation: The Property is situated on east side of Hiatus Road and just 250' north of Commercial Boulevard. The site is currently developed with +/- 20,000 square-foot school, and is proposed to be redeveloped with +/- 90,000 square feet of warehouse, thereby substantially increasing the intensity of development on the site in a manner consistent with the above referenced policy.

Policy 10.3: The City shall ensure that future industrial land uses shall be located with access to major transportation facilities including the arterial streets and the Sawgrass Expressway.

Explanation: The Property enjoys excellent proximity to the regional highway network with access to the Sawgrass Expressway just over a ¼ mile to the west.

Policy 13.1: The compatibility of existing and future land uses shall be a primary consideration by the Community Development Department in review and approval of amendments to the City Land Use Element.

Explanation: The Proposed Amendment will result in a development that is compatible with the surrounding area. The City and its neighbor to the south, City of Sunrise, have both established commerce centers in close proximity to the Property and industrial land use exists to the west. There are no residential uses in the immediate area of the Property. The Community Development Department will conduct a detailed review of the site plan to ensure that the site design elements such as setbacks and buffers are sufficient to maximize compatibility with the surrounding properties.

9. HURRICANE EVACUATION ANALYSIS

(Required for those land use plan amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division).

Provide a hurricane evacuation analysis based on the Proposed Amendment, considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available

data/modeling techniques as identified by the Broward County Emergency Management Division.

According to the Broward County Emergency Evacuation Map, the Property is not located within an evacuation zone.

10. REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified redevelopment area (i.e., Community Redevelopment Agency, Community Development Block Grant). If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.

The Property is not located within a Community Redevelopment Area.

11. INTERGOVERNMENTAL COORDINATION

Indicate whether the proposed amendment site is adjacent to other local governments. If so, please provide additional copies for the notification and/or review by adjacent local governments.

The land located south of the Property across Commercial Boulevard is located in the municipal limits of the City of Sunrise. An additional copy of this application will be provided to the City of Tamarac for distribution to the City of Sunrise.

12. DESCRIBE CONSISTENCY WITH HIGHLIGHTED REGIONAL ISSUES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN

Specifically the Proposed Amendment is consistent with the following policies of the County Land Use Plan:

POLICY 2.3.1 Local governments shall employ their local land use plans, zoning ordinances and land development codes to establish differing intensities of commerce development compatible with adjacent and surrounding land uses, including but not limited to lands designated "Commercial," "Industrial" or similar designations by the local land use plan.

POLICY 2.3.2 Local governments shall employ their local land use plans and development regulations to establish appropriate intensity standards for non-residential future land use categories compatible with adjacent existing and future land uses.

Explanation: The Proposed Amendment is compatible with the adjacent and surrounding land uses. The majority of the land in the area between the Sawgrass Expressway and Nob Hill Road and between Commercial Boulevard and McNab Road is designated for industrial land use. A portion of the areas located adjacent to

the west also share the proposed Industrial land use designation. The proposed use is consistent and compatible with the established development pattern in the area.

POLICY 2.1.2 The land use categories depicted on the Broward County Land Use Plan Map are intended to protect established residential areas and encourage economic development and redevelopment.

Explanation: The Proposed Amendment will promote redevelopment of an existing underutilized property that contains a small building operating as a school. Tax revenues will increase and additional job opportunities will be created through the redevelopment of the Property. The Property is in an ideal location for the proposed use because it has direct access to major transportation facilities including the arterial streets and the Sawgrass Expressway. There are no residential uses to adjacent to the Property.

POLICY 2.14.7 Broward County and its local governments shall consider the individual and cumulative impacts of land use plan amendments on the existing and planned transportation facilities within the County.

Explanation: The trip generation provided with this application demonstrates that when the maximum allowable development under the current land use plan designation is compared to the same for the proposed land use plan designation the amendment will result in a decrease in traffic.

13. CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES WITH THE CITY OF TAMARAC LAND USE PLAN

Policy 1.5 The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances. The Land Development Code revisions should address criteria to be used in reviews for determining whether there is compatibility among adjacent land uses. The Community Development Department will continue to review the Planning Commission Board agendas for surrounding cities to identify land use proposals which might affect the City.

Explanation: The analysis provided in Section 8 of this application demonstrates that Proposed Amendment is consistent and compatible with the existing uses and land use plan designations in the surrounding area.

Policy 1.6 The City will continue to promote “quality development” in all land use categories by the establishment of design criteria and development standards in the Land Development Code (LDC) which promote the highest standards of urban development and community aesthetics.

Explanation: The Proposed Amendment promotes the industrial redevelopment of a currently underutilized building on the Property. The Community Development Department will review the proposed site plan and implement the City's Land Development Code and design criteria to develop a high quality distribution center that will be an asset to the community.

Policy 9.7 Facilitate the development of commercial, industrial, utilities, and other nonresidential land uses to ensure they are located in a manner compatible with adjacent land uses and does not adversely affect the health, safety, welfare, or aesthetics of existing or future residential areas.

Explanation: The Land Use Plan identifies a large area in the western portion of the City that is most appropriate for industrial development given the convenient access to the Sawgrass Expressway. This area ensures that industrial uses are separated from the predominately residential areas of the City and do not adversely affect existing or future residential areas. The Proposed Amendment will allow for an industrial use to be development in this nonresidential area of the city where it is consistent and compatible with the existing uses and land use plan designations in the surrounding area.

Policy 10.2 The City's Land Development Code shall continue to require safe and convenient onsite traffic circulation and adequate off-street parking.

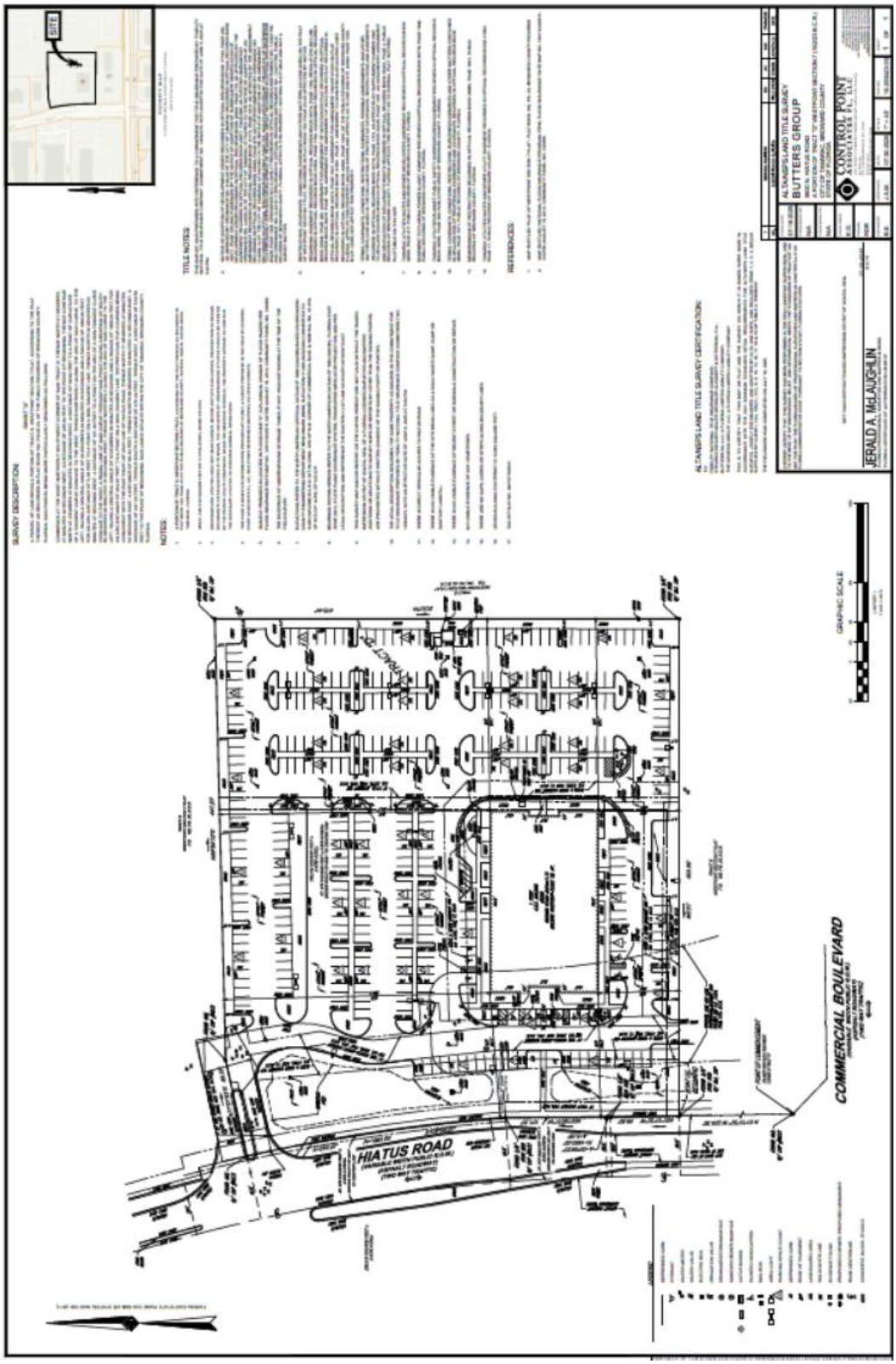
Explanation: Safe and convenient traffic circulation is a necessity for a distribution facility and the plan is designed with priority given to onsite traffic circulation. Adequate off-street parking is also required. City staff will review details of the access, circulation and parking during the site plan review process to determine the adequacy of these elements.

Policy 10.3 Future industrial land uses shall be located with access to major transportation facilities including the arterial streets and the Sawgrass Expressway.

Explanation: The Property is located within a half mile of the Sawgrass Expressway, and is adjacent to Commercial Boulevard, one of the City's main arterial roads. The Property provides for excellent access to major transportation facilities that are needed for a successful distribution facility.

EXHIBIT A

Survey of Property



SURVEY DESCRIPTION:

EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF TRACT D, WESTPOINT SECTION 7 PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY SOUTHWEST CORNER OF SAID TRACT D; THENCE NORTH 01 DEGREES 07 MINUTES 32 SECONDS WEST, A DISTANCE OF 225.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 07 MINUTES 32 SECONDS WEST, A DISTANCE OF 69.62 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 23 SECONDS AND A RADIUS OF 1860.00 FEET FOR AN ARC DISTANCE OF 5.08 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 00 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 101.30 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 85 DEGREES 36 MINUTES 18 SECONDS WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 8 DEGREES 08 MINUTES 25 SECONDS AND A RADIUS OF 1865.00 FEET FOR AN ARC DISTANCE OF 264.97 FEET TO A POINT ON A NON-TANGENT LINE, THE PREVIOUS FIVE COURSES BEING COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF HIATUS ROAD; THENCE NORTH 77 DEGREES 27 MINUTES 53 SECONDS EAST, A DISTANCE OF 99.33 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 12 SECONDS EAST, A DISTANCE OF 447.23 FEET; THENCE SOUTH A DISTANCE OF 470.44 FEET; THENCE WEST, A DISTANCE OF 503.59 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE WITHIN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA.

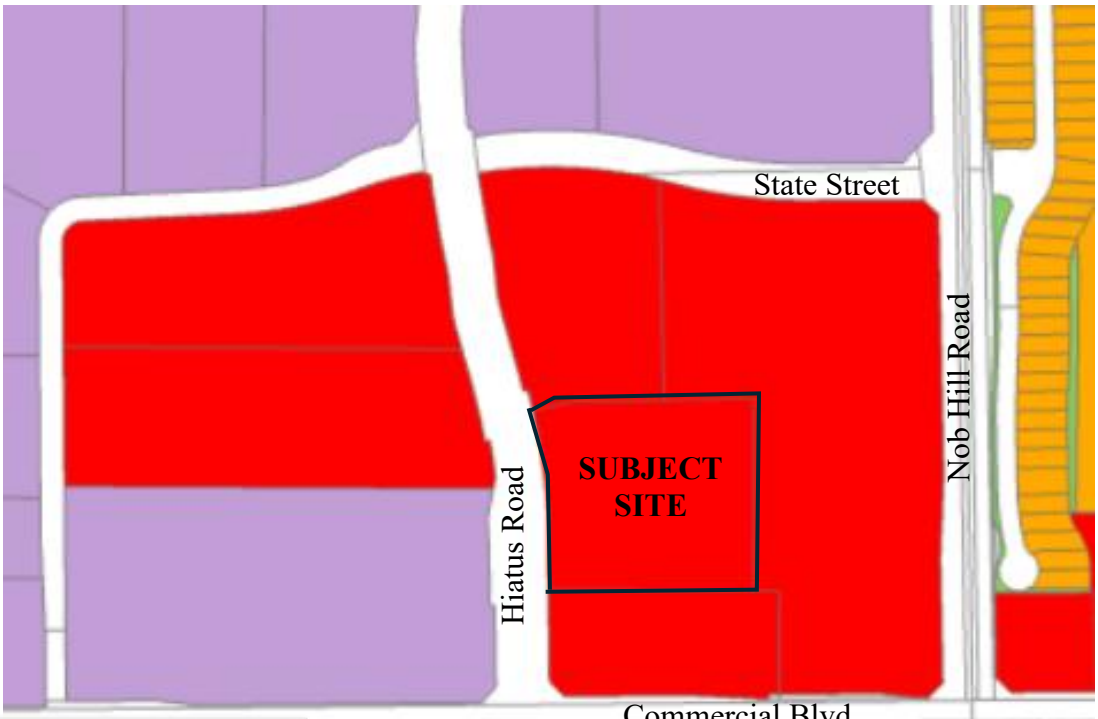
EXHIBIT B

Location Map



EXHIBIT C

Current Land Use Plan Designation



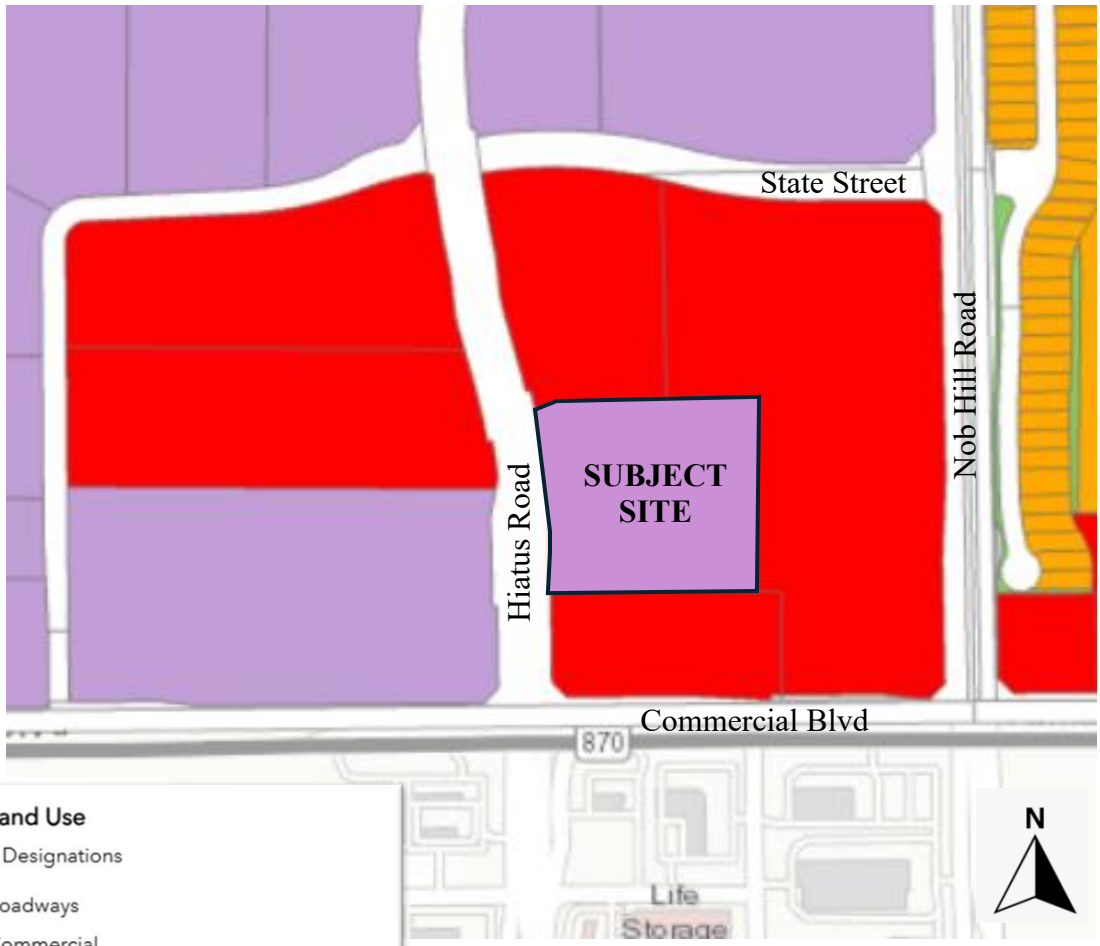
Future Land Use

Land Use Designations

- Roadways
- Commercial
- Commercial Recreation
- Recreation
- Conservation
- Community Facilities
- Industrial
- Local Activity Center
- Low (5) Residential
- Low Medium (10) Residential
- Medium (16) Residential
- Medium High (25) Residential
- High (50) Residential
- Low (5) Mixed Use Residential
- Medium (16) Mixed Use Residential
- Medium-High (25) Mixed Use Residential
- High (50) Mixed Use Residential
- Major Transportation
- Utilities

EXHIBIT D

Proposed Land Use Plan Designation



Future Land Use

Land Use Designations

- Roadways
- Commercial
- Commercial Recreation
- Recreation
- Conservation
- Community Facilities
- Industrial
- Local Activity Center
- Low (5) Residential
- Low Medium (10) Residential
- Medium (16) Residential
- Medium High (25) Residential
- High (50) Residential
- Low (5) Mixed Use Residential
- Medium (16) Mixed Use Residential
- Medium-High (25) Mixed Use Residential
- High (50) Mixed Use Residential
- Major Transportation
- Utilities

EXHIBIT E

Potable Water Service Letter

TAMARAC
The City For Your Life

Earl A. Henry, P.E.
Interim Director of Public Services

GREENSPOON MARDER, LLP
Kelly Ray
200 East Broward Boulevard, Suite 1800
Ft. Lauderdale, Florida 33301

Re: Water and Sewer availability for Land Use Plan Amendment - WESTPOINT SECTION 7 PLAT 162-23 B POR TRACT D DESC AS:COMM MOST NLY SW COR TR D,NLY 225.30 ALG W/L TO POB,CONT NLY 69.62,NLY 5.08,N 101.30,NLY ARC DIST OF 264.97,NE 99.33,E 447.23,S 470.40,W 503.59 TO POB AKA: WESTPOINT GOLD COAST PARCEL

Pursuant to your request regarding the future site for the property located at 5600 N. Hiatus Road, this letter is to inform you that the above-mentioned property is located within the City of Tamarac water and wastewater service area. In addition, existing water and wastewater infrastructure is currently providing services to the property. If any infrastructure must be extended and /or, it will be by the developer to provide those additional services for the proposed project.

The current plant accelerator treatment capacity is rated at 16 MGD with a filtration capacity rated at 16 MGD. The City's water supply system is equipped and comes from 19 raw water wells, currently permitted by SFWMD to withdraw 8.47 MGD.

The capital cost of the water and sewer capacity is calculated on an Equivalent Residential Connection (ERC) basis, which is defined at the max design of three hundred fifty gallons per day or (ERU) Equivalent Residential Unit. Based on current available data, the property is designated for industrial use and contains an area of 6.1 acres and is equipped to facilitate 61,000 square feet of industrial use.

Based on the projected additional demand of 3,570 GPD (10.2 ERU), the City's water treatment plant shall have sufficient capacity to meet the proposed potable water demands you provide for the above-mentioned project.

Currently, there is an existing Water and Sewer Developer's Agreement for the property. Based on the information provided, a Water and Sewer Developer's Agreement Amendment would need to be executed for this parcel, since there will be a slight reduction per ERC proposed. This will need to be comprised and submitted prior to the issuance of an Engineering Permit.

Should you have any questions or require any additional information, please do not hesitate to contact me at (954)597-3705.

Sincerely,

Daniela Herrera, P.E.
City Engineer of Public Services

GreenspoonMarder LLP

Kelly Ray
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Direct Phone: 954.333.4377
Email: kelly.ray@gmlaw.com

January 20, 2026

VIA EMAIL - Daniela.Herrera@tamarac.org

Daniela Herrera, P.E.
City Engineer
City of Tamarac
6011 Nob Hill Road, 2nd Floor
Tamarac, FL 33321-6200

Re: Land Use Plan Amendment – Water and Sewer Availability Request

Dear Ms. Herrera:

Enclosed please find a location map for a property located on the east side of Hiatus Road just north of Commercial Boulevard in the City of Tamarac. We are requesting a land use plan amendment to change the land use plan designation on the property from Commercial to Industrial. The applicant proposes to develop a warehouse on the property.

The Property is currently developed with a +/- 21,000 square-foot building currently operating as a school. The existing and proposed land use plan designations on the Property are provided below.

City of Tamarac Future Land Use	
Current	Commercial
Proposed	Industrial

As part of the application process, we are required to obtain confirmation of ability to provide utility services and that our analysis of the proposed change is accurate. The required land use plan amendment analysis is attached for your review. Please provide me with written confirmation services are available for the proposed development and that the attached land use plan amendment analysis is accurate.

Please let me know if you have any questions concerning this request.

Sincerely,

GREENSPOON MARDER LLP

Kelly Ray

Kelly Ray
Land Planner



A. Existing and Proposed Uses

Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation. For Activity Center amendments, the proposed text indicating the maximum residential and non-residential uses must be included.

The existing and proposed land use plan designations on the Property are provided below.

Table 1
Existing and Proposed Uses

	Broward County	City of Tamarac
Current	Commerce	Commercial
Proposed	Commerce	Industrial

B. Proposed use of the amendment site including proposed square footage (for analytical purposes only) for each non-residential use and/or dwelling unit count. For Activity Center amendments, also provide the existing square footage for each non-residential use and existing dwelling unit count within the amendment area.

For analytical purposes, this application assumes 10,000 square feet per acre for non-residential uses. Although the City Land Use Plan and Land Development Code may allow a larger building, this is the professionally accepted development intensity used for analyzing land use

plan amendments. The gross site area is 6.1 acres. Therefore, 61,000 square feet of industrial use could be constructed under the proposed industrial land use.

C. Maximum allowable development per adopted and certified municipal land use plans under existing designation for the site, including square footage/floor area ratio/lot coverage/height limitations for each non-residential use and/or dwelling unit count.

The Property is currently designated Commercial and contains 6.1 gross acres. For the purposes of the analysis of the impacts of this requested amendment, the maximum allowable development on the Property is assumed to be 61,000 square feet of commercial use.

D. Potable Water Analysis

1. Provide the potable water level of service per the adopted and certified local land use plan, including the adoption date of the 10 Year Water Supply Facilities Plan.

The City's 10 Year Water Supply Facilities Work was adopted on September 14, 2022 via Ord.2022-015. The adopted level of service for potable water service is as follows:

- 110 gallons per capita per day in the Western Service Area (Tamarac Water Treatment Plant)
- 107 gallons per capita per day in the Eastern Service Area (Fort Lauderdale Water Treatment Plants)
- 115 gallons per capita per day in the BCU Service Area (Broward County Water Treatment Plants)

2. Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the wellfield serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.

The City of Tamarac receives potable water from three separate water service providers. The Proposed Amendment is located in the region of the western service area, which receives potable water from the Tamarac Water Treatment Plant located at 7803 N.W. 61 Street.

The current plant treatment capacity is rated at 20 million gallons per day ("MGD") with a filtration capacity rated at 16 MGD. The plant draws water from 19 active raw water wells permitted by SFWMD. The City of Tamarac holds a consumptive use permit to withdrawal a total of 8.47 MGD of potable water from the Biscayne Aquifer. The permit expires March 8, 2042. Based on the level of service of 110 gallons per capita per day and Table 4.4 of the Potable Water Supply section of the Infrastructure Element, the City of Tamarac will need to increase its available water capacity by the year 2035. The City's Comprehensive Plan indicates the City will explore a 2.0 MGD Reverse Osmosis facility.

3. Identify the net impact on potable water demand, based on the adopted level of service, resulting from the Proposed Amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

Table 2 Impact Calculations		
Current Land Use Plan Designation: Commercial		
Development Intensity	**Generation Rate***	**Demand**
61,000 sq. ft. Commercial (ERU Ref Code C05 Merchandising)	x 0.185 ERU/1,000 sq. ft.	= 11.3 ERU
Proposed Land Use Plan Designation: Industrial		
Development Intensity	**Generation Rate***	**Demand**
61,000 sq. ft. Industrial (ERU Ref Code C06 Warehouse mixed use)	x 0.168 EU/1,000 sq. ft.	= 10.2 ERU
	Net Change: -1.1 **ERU**	

*Broward County Equivalent Residential Unit Factors.

4. Correspondence from potable water provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

Daniela Herrera, P.E.
City Engineer
City of Tamarac
6011 Nob Hill Road, 2nd Floor
Tamarac, FL 33321
(954)-597-3726
Daniela.Herrera@tamarac.org

EXHIBIT F

Sanitary Sewer Service Letter

Public Works and Environmental Services Department
WATER AND WASTEWATER SERVICES - ENGINEERING
2555 West Copans Road • Pompano Beach, Florida 33069
PHONE: 954-831-0745 • FAX: 954-831-0798/0925

January 15, 2026

Kelly Ray
Greenspoon Marder, PA
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

RE: ABILITY TO PROVIDE WASTEWATER SERVICE TO 5600 NORTH HIATUS ROAD, CITY OF TAMARAC PROPERTY FOLIO NO. 494107100041

Dear Kelly Ray,

We reference your letter dated December 1, 2025, regarding the ability of Broward County Water and Wastewater Services (BCWWS) to provide wastewater services to the referenced development located within the City of Tamarac.

The referenced development is located within the City of Tamarac's wastewater service area. Please contact the City of Tamarac for the capacity of their wastewater collection system.

This letter is for informational purposes only. WWS neither reserves capacity for future development nor authorizes any construction. Please request updated information one year from the date of this letter.

WASTEWATER TREATMENT

The North Regional Wastewater Treatment Plant (NRWWTP) treats wastewater transmitted from the City of Tamarac.

The service standard for wastewater treatment plants is the average-day flow. The development is expected to decrease the average-day wastewater flow by 0.0002 MGD. NRWWTP has sufficient capacity to treat the referenced project's wastewater demand.

As of November 2025, the one-year average day flow for the NRWWTP was 69.1 MGD, and the committed capacity was 5.1 MGD average-day flow, for a total of 74.2 MGD. NRWWTP's permitted capacity is 95.00 MGD.

Broward County Board of County Commissioners
Mark D. Bogen • Alexandra P. Davis • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Michael Udine
www.broward.org

Please contact me at (954) 831-0793 or adunne@broward.org if you have any questions.

Sincerely,

Alicia Dunne, PE, PMP
WWED Director

Mario Manrique, EI
Plan Reviewer

Attachments

MM/ct

cc: Mario Manrique, WWED
Margarita Jaramillo, WWED
Luis Gaslonde, WWED
District 2A Service Availability Letter

GreenspoonMarder LLP

Kelly Ray
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Direct Phone: 954.333.4377
Email: kelly.ray@gmlaw.com

December 1, 2025

VIA EMAIL ADunne@broward.org

Alicia Dunne
Broward County Water & Wastewater
2555 West Copans Road
Pompano Beach, Fl. 33069

Re: Land Use Plan Amendment Verification of Wastewater Service

Dear Alicia:

Enclosed please find a location map for a property located on the east side of Hiatus Road just north of Commercial Boulevard in the City of Tamarac. We are requesting a land use plan amendment to change the land use plan designation on the property from Commercial to Industrial use. The applicant proposes to develop a warehouse on the property. As part of the land use plan amendment process, we are required to obtain confirmation of our analysis of the proposed change which is attached for your review. Please provide me with written confirmation that the attached is correct or provide me with any necessary revisions. I would greatly appreciate your response at your earliest convenience.

Let me know if you have any questions concerning this request.

Sincerely,

GREENSPOON MARDER, P.A

Kelly Ray

Kelly Ray, Land Planner

Enclosures



A. Existing and Proposed Uses

Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation. For Activity Center amendments, the proposed text indicating the maximum residential and non-residential uses must be included.

The existing and proposed land use plan designations on the Property are provided below.

	Broward County	City of Tamarac
Current	Commerce	Commercial
Proposed	Commerce	Industrial

B. Proposed use of the amendment site including proposed square footage (for analytical purposes only) for each non-residential use and/or dwelling unit count. For Activity Center amendments, also provide the existing square footage for each non-residential use and existing dwelling unit count within the amendment area.

For analytical purposes, this application assumes 10,000 square feet per acre for non-residential uses. Although the City Land Use Plan and Land Development Code may allow a larger building, this is the professionally accepted development intensity used for analyzing land use plan amendments. The gross site area is 6.1 acres. Therefore, 61,000 square feet of industrial use could be constructed under the proposed industrial land use.

C. Maximum allowable development per adopted and certified municipal land use plans under existing designation for the site, including square footage/floor area ratio/lot coverage/height limitations for each non-residential use and/or dwelling unit count.

The Property is currently designated Commercial and contains 6.1 gross acres. For the purposes of the analysis of the impacts of this requested amendment, the maximum allowable development on the Property is assumed to be 61,000 square feet of commercial use.

D. Sanitary Sewer Analysis

1. Provide the sanitary sewer level of service per the adopted and certified local land use plan.

The adopted level of service for sanitary sewer service in the City as specified in the Infrastructure Element of the City of Tamarac Comprehensive Plan is 124 gallons per capita per day in the Western Service Area (Broward County Wastewater Treatment Facilities) and 131 gallons per capita per day in the Eastern Service Area (Fort Lauderdale Wastewater Treatment Facilities).

2. Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources.

The Property is located in the western service area, where wastewater generated is conveyed to Broward County's wastewater system and treated at the Broward County North Regional Wastewater Plant ("BCNRWP") at 2555 West Copans Road in the City of Pompano Beach. The City of

Tamarac maintains an interlocal agreement with Broward County to treat all wastewater generated in the western service area. The agreement provides a maximum of 8.5 MGD reserve capacity at the North Regional Wastewater Treatment Plant ("NRWT"). The NRWT has a design capacity of 95 MGD. The current demand on plant capacity is 72.30 MGD. The available plant capacity is 22.7 MGD. The NRWT is presently servicing the Property and can provide sanitary sewer services to the Property from the existing facilities. There are no planned wastewater treatment plant capacity increases at this time.

3. **Identify the net impact on sanitary sewer demand, based on the adopted level of service, resulting from the Proposed Amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.**

Current Land Use Plan Designation: Commercial		
Development Intensity	**Generation Rate***	**Demand**
61,000 sq. ft. Commercial	30 GPD/1,000sq. ft.	1,830 GPD
Proposed Land Use Plan Designation: Industrial		
Development Intensity	**Generation Rate***	**Demand**
61,000 sq. ft. Industrial	27 GPD/1,000sq. ft.	1,647 GPD
	Net Change: -183 GPD	

*Broward County Guidelines for Determining Ability to Provide Potable Water and Wastewater Service.

EXHIBIT G

Solid Waste Service Response

Kelly Ray

From: Hely, Robert <robert.hely@fccenvironmental.com>
Sent: Wednesday, January 14, 2026 10:19 AM
To: Kelly Ray
Cc: {F17148369}.Active@gmlaw.imanage.work
Subject: RE: Land Use Plan Amendment Verification of Solid Waste Service - 5600 N. Hiatus, Tamarac [IMAN-ACTIVE.FID17148369]

[External Sender - You have not previously corresponded with sender]

Kelly, please accept this email as confirmation that we concur with our solid waste analysis and this development project will have no adverse impact on our facility. We have ample capacity to process this additional solid waste as contracted with the city of Tamarac.

Bob Hely
Market Manager

Office: (954) 581-6606, Ex 8085
Cell (954) 980-6998
4400 South State Road 7 Fort Lauderdale, FL 33314
Robert.hely@fccenvironmental.com
www.fccenvironmental.com [fccenvironmental.com]

[facebook.com] [instagram.com]

From: Kelly Ray <Kelly.Ray@gmlaw.com>
Sent: Tuesday, January 13, 2026 3:27 PM
To: Hely, Robert <robert.hely@fccenvironmental.com>
Cc: {F17148369}.Active@gmlaw.imanage.work
Subject: Land Use Plan Amendment Verification of Solid Waste Service - 5600 N. Hiatus, Tamarac [IMAN-ACTIVE.FID17148369]

FCC information security awareness: This is an incoming mail from an EXTERNAL SENDER. Please, be careful and verify the sender before opening attachments or links.

Good afternoon,

My office is processing a land use plan amendment for the above referenced property located in the City of Tamarac. The applicant is requesting a land use plan amendment to change the land use plan designation on the property from Commercial to Industrial use to construct a warehouse facility.

We have prepared the attached solid waste impact analysis. Please review the attached materials and provide me with written confirmation that the attached is correct or provide me with any necessary revisions.

Please call or email with any questions.

Your help is greatly appreciated.

Kelly Ray, LEED AP BD+C
Land Planner
Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
Office Phone Number: (954) 491-1120, Ext. 3477
Direct Line: (954) 333-4377
Email Address: Kelly.Ray@gmlaw.com
www.gmlaw.com [gmlaw.com]
[facebook.com] [linkedin.com] [twitter.com]

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Unless specifically indicated otherwise, any discussion of tax issues contained in this e-mail, including any attachments, is not, and is not intended to be, "written advice" as defined in Section 10.37 of Treasury Department Circular 230.

A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

EXHIBIT H

Drainage Service Response

Kelly Ray

From: Narvaez, Johana <JNARVAEZ@broward.org>
Sent: Wednesday, January 7, 2026 9:31 AM
To: Kelly Ray
Cc: {F17148369}.Active@gmlaw.imanage.work; Melendez, Vilma
Subject: RE: Land Use Plan Amendment Verification of Drainage Service - 5600 N. Hiatus, Tamarac [IMAN-ACTIVE.FID17148369]

[External Sender]

Good Morning Kelly,

I will be able to assist you with this. Apologies for the delayed response. I was out of the office for a few weeks.

Based on the drainage analysis, the proposed project will require a Broward County Surface Water Management License and an Environmental Resource Permit.

A few requirements that need to be met and that I suggest adding to the drainage analysis.

1. Meet the permitted criteria or Pre-vs-Post analysis including:
    a. Broward County Parking Lot Protection - 5-yr, 1-day
    b. Road Protection - 10-yr, 1 day and 10-yr, 3 -day
    c. Attenuation Requirement - 25-yr, 3-day
    d. Flood Protection - 100-yr, 3-day (zero discharge)

2. Full water quality must be provided prior to discharge. (if applicable)

3. The project must comply with the Basin allowable discharges. (if applicable)

4. Finished Floor Elevation requirements: The highest of the following:
    a. FEMA maps effective July 31, 2024
    b. Broward County 100-yr, 3-day flood map elevation
    c. Broward County Future Conditions 100 yr flood map 2060
    d. Site specific 100-yr, 3-day (zero discharge) peak stage.

5. Water table requirements: The highest of the following:
    a. Plate WM 2.1 - Average Wet Season Groundwater Elevation
    b. Plate WM 2.2 - 2060 Future Conditions Average Wet Season GW Elevation
    c. Plate WM 2.3 - 2070 Future Conditions Average Wet Season GW Elevation

6. Additional ERP requirements as of June 28, 2024:
    a. Performance criteria
    b. Operation and maintenance cost estimate and plan

Please do not hesitate to contact me if you have any questions.

Sincerely,

JOHANA NARVAEZ, M.S.E.E., ENVIRONMENTAL PROGRAM MANAGER
Public Works and Environmental Services Department
ENVIRONMENTAL PERMITTING DIVISION
Surface Water Management Licensing Program
1 North University Drive, Mailbox 201, Plantation, FL 33324-2038
Office: (954) 519- 0318 Fax: (954) 519- 1412
jnarvaez@broward.org

Broward.org/Environment [broward.org]| ePermits [broward.org] | Enviros [dpep.broward.org] | Surface Water Management License Web Map [experience.arcgis.com]

We value your feedback as a customer. You can comment on the quality of service you received by completing our survey. Thank you!

From: Kelly Ray <Kelly.Ray@gmlaw.com>
Sent: Tuesday, January 6, 2026 4:43 PM
To: Melendez, Vilma <VMelendez@broward.org>
Cc: {F17148369}.Active@gmlaw.imanage.work
Subject: RE: Land Use Plan Amendment Verification of Drainage Service - 5600 N. Hiatus, Tamarac [IMAN-ACTIVE.FID17148369]

Good afternoon,

I am following up on the below. Please let me know if you have any questions or require additional information.

Thank you.

Kelly Ray
Land Planner
Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
Office Phone Number: (954) 491-1120, Ext. 3477
Direct Line: (954) 333-4377
Email Address: Kelly.Ray@gmlaw.com

From: Kelly Ray
Sent: Tuesday, December 9, 2025 1:16 PM
To: Vmelendez@broward.org
Cc: {F17148369}.Active@gmlaw.imanage.work
Subject: FW: Land Use Plan Amendment Verification of Drainage Service - 5600 N. Hiatus, Tamarac [IMAN-ACTIVE.FID17148369]

Good afternoon,

I was given your contact information my Margarita Jaramillo. My office is processing a land use plan amendment for the above referenced property located in the City of Tamarac. The applicant is requesting a land use plan amendment to change the land use plan designation on the property from Commercial to Industrial use to construct a warehouse facility.

We have prepared the attached drainage analysis. Please review the attached materials and provide me with written confirmation that the attached is correct or provide me with any necessary revisions.

Please call or email with any questions.

Your help is greatly appreciated.

Kelly Ray
Land Planner
Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
Office Phone Number: (954) 491-1120, Ext. 3477
Direct Line: (954) 333-4377
Email Address: Kelly.Ray@gmlaw.com

From: Jaramillo, Margarita <MJARAMILLO@broward.org>
Sent: Tuesday, December 9, 2025 11:24 AM
To: Kelly Ray <Kelly.Ray@gmlaw.com>
Subject: RE: Land Use Plan Amendment Verification of Drainage Service - 5600 N. Hiatus, Tamarac

Vmelendez@broward.org

Thank You

Margarita Jaramillo
Land Development Project Coordinator
Public Works and Environmental Services Department.
Water and Wastewater Services | Water and Wastewater Engineering DIvision
2555 W. Copans Road, Pompano Beach, Fl. 33069
Phone (954) 831-0944; FAX (954) 831-0925
Email mjaramillo@broward.org

From: Kelly Ray <Kelly.Ray@gmlaw.com>
Sent: Tuesday, December 9, 2025 10:35 AM
To: Jaramillo, Margarita <MJARAMILLO@broward.org>
Subject: RE: Land Use Plan Amendment Verification of Drainage Service - 5600 N. Hiatus, Tamarac

Thank you. Can please give me Vilma's email address?

Kelly Ray
Land Planner
Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
Office Phone Number: (954) 491-1120, Ext. 3477
Direct Line: (954) 333-4377
Email Address: Kelly.Ray@gmlaw.com

From: Jaramillo, Margarita <MJARAMILLO@broward.org>
Sent: Tuesday, December 9, 2025 10:14 AM
To: Kelly Ray <Kelly.Ray@gmlaw.com>
Subject: RE: Land Use Plan Amendment Verification of Drainage Service - 5600 N. Hiatus, Tamarac

Hi Kelly:

This information is incorrect I just work with Water and Wastewater Services. Please contact Vilma for Stormwater requirements.

Thank You

Margarita Jaramillo
Land Development Project Coordinator
Public Works and Environmental Services Department.
Water and Wastewater Services | Water and Wastewater Engineering DIvision
2555 W. Copans Road, Pompano Beach, Fl. 33069
Phone (954) 831-0944; FAX (954) 831-0925
Email mjaramillo@broward.org

From: Kelly Ray <Kelly.Ray@gmlaw.com>
Sent: Tuesday, December 9, 2025 9:30 AM
To: Jaramillo, Margarita <MJARAMILLO@broward.org>
Subject: FW: Land Use Plan Amendment Verification of Drainage Service - 5600 N. Hiatus, Tamarac

Hi Margarita,

I sent the below email and attached request yesterday but I received a response that the email address for Susan Juncosa was no longer valid. I took a look at Broward County's Website, and it showed the below contact list. (I added the yellow highlight)

WWS	**WATER AND WASTEWATER SERVICES**	Review for water, wastewater, stormwater, drainage and culvert requirements within Broward County.	2555 West Copans Road Pompano Beach, FL 33069
	Water and Wastewater Engineering Division		Margarita Jaramillo Plan Review Coordinator E-mail: mjaramillo@broward.org Phone: 954-831-0944 Luis Gaslonde Project Coordinator Email: lgaslonde@broward.org Phone: (954) 831-0916
	Water Management Division		Vilma Melendez Construction Project Management Supervisor E-mail: vmelendez@broward.org Phone: 954-831-0778

I am reaching out to see if you can help process the attached request regarding our drainage analysis requested in the attached letter, or point in the direction of the appropriate contact.

Call or email with any questions.

Thank you.

Kelly Ray
Land Planner
Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
Office Phone Number: (954) 491-1120, Ext. 3477
Direct Line: (954) 333-4377
Email Address: Kelly.Ray@gmlaw.com

From: Kelly Ray
Sent: Monday, December 8, 2025 12:30 PM
To: 'sjuncosa@broward.org' <sjuncosa@broward.org>
Subject: Land Use Plan Amendment Verification of Drainage Service - 5600 N. Hiatus, Tamarac

Good afternoon,

My office is processing a land use plan amendment for the above referenced property located in the City of Tamarac. The applicant is requesting a land use plan amendment to change the land use plan designation on the property from Commercial to Industrial use to construct a warehouse facility.

We have prepared the attached drainage analysis. Please review the attached materials and provide me with written confirmation that the attached is correct or provide me with any necessary revisions.

Please call or email with any questions.

Your help is greatly appreciated.

Kelly Ray, LEED AP BD+C
Land Planner
Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
Office Phone Number: (954) 491-1120, Ext. 3477
Direct Line: (954) 333-4377
Email Address: Kelly.Ray@gmlaw.com
www.gmlaw.com

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A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

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EXHIBIT I

Mass Transit Service Letter

EXHIBIT J

State of Florida Historic Preservation Review

Kelly Ray

From: Halvorsen, Alyssa <Alyssa.Halvorsen@dos.fl.gov>
Sent: Wednesday, July 30, 2025 3:09 PM
To: Kelly Ray
Subject: RE: TRS Search Request Re: 5600 N. Hiatus Road, Tamarac [IMAN-ACTIVE.FID14743099]
Attachments: Parcel Search Map.pdf

[External Sender]

Good afternoon,

I have completed a search of the area that you specified. There are no previously recorded resources within the search area. I have attached a map for your reference. Please let me know if you have any questions. Have a wonderful day!

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

Alyssa Halvorsen
Historical Data Analyst, Florida Master Site File

Bureau of Historic Preservation | Division of Historical Resources | Florida Department of State
850.245.6315 | Fax: 850.245.6439 | Alyssa.Halvorsen@dos.fl.gov | dos.fl.gov/historical [dos.fl.gov]

FLORIDA DEPARTMENT OF STATE DIVISION OF Historical Resources [flheritage.com]

From: Kelly Ray <Kelly.Ray@gmlaw.com>
Sent: Wednesday, July 30, 2025 2:55 PM
To: FMSFILE <FMSFILE@dos.fl.gov>
Cc: {F14743099}.Active@gmlaw.imanage.work
Subject: TRS Search Request Re: 5600 N. Hiatus Road, Tamarac [IMAN-ACTIVE.FID14743099]

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

This form should be included as backup to the agenda item for ordinances and must be posted on the City's website by the time notice of the proposed ordinance is published.

Business Impact Estimate

Ordinance title/reference: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ADOPTING A SMALL SCALE LOCAL LAND USE PLAN AMENDMENT TO THE CITY OF TAMARAC'S COMPREHENSIVE PLAN FUTURE LAND USE MAP IN ACCORDANCE WITH CHAPTER 163, SPECIFICALLY SECTION 163.3187 OF THE FLORIDA STATE STATUTES, FOR SAID LANDS SITUATED, LYING, AND BEING IN BROWARD COUNTY, FLORIDA, AND LOCATED ON THE EAST SIDE OF N HIATUS ROAD, NORTH OF W COMMERCIAL BOULEVARD, AT 5600 N HIATUS ROAD, SHOWN IN EXHIBIT "A" AND MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTION SHOWN IN EXHIBIT "B" ATTACHED HERETO, TO CHANGE THE FUTURE LAND USE OF APPROXIMATELY 6.1 GROSS ACRES OF LAND FROM "COMMERCIAL" TO "INDUSTRIAL" TO FACILITATE THE DEVELOPMENT OF AN INDUSTRIAL WAREHOUSE FACILITY AND PROVIDE CONSISTENCY WITH THE LAND DEVELOPMENT CODE IN ACCORDANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN OF THE CITY OF TAMARAC; (CASE NO. 2-LUA-25) AUTHORIZING TRANSMITTAL OF THE SMALL SCALE LAND USE MAP AMENDMENT TO THE BROWARD COUNTY PLANNING COUNCIL FOR RECERTIFICATION OF THE CITY OF TAMARAC FUTURE LAND USE MAP; PROVIDING FOR AMENDMENT TO THE LAND USE PLAN TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank:

☐ The ordinance is required for compliance with federal or state law or regulation;

☐ The ordinance relates to the issuance or refinancing of debt;

☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

☐ The ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The ordinance is enacted to implement the following:

Business Impact Estimate required pursuant to Fla. Stat. § 166.041(4)a

TAMARAC
The City For Your Life

Business Impact Estimate

a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
b. Sections 190.005 and 190.046, regarding community development districts;
c. Section 553.73, relating to the Florida Building Code; or
d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any):

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: April 7, 2026

SUBMITTED BY: Collette Tibby

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: 2626

AGENDA SECTION: **QUASI-JUDICIAL HEARING(S)**

TITLE: TO2626 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending the Official Zoning Map of the City of Tamarac referenced in Section 10-2.1(B) of Chapter 10 of the City of Tamarac Code of Ordinances for approximately 5.5 acres of land situated, lying, and being in Broward County, Florida, and legally described in Exhibit "A", from the current MU-C (Mixed-Use Corridor) zoning classification to the proposed BP (Business Park) zoning classification, for the subject property located on the east side of N Hiatus Road, north of W Commercial Boulevard, shown in Exhibit "B" at 5600 N Hiatus Road to allow for the proposed industrial warehouse facility and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 8-Z-25); providing for amendment to the official zoning map to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

1_-_Memo_-_Coast_Logistics_Rezoning.docx
2_-TO2626_-_Coast_Logistics_Rezoning_Ordinance.docx
2a - Exhibit A - Legal Description.docx
2b - Exhibit B - Survey.pdf
3 - Rezoning - Justification Narrative.pdf
4 - Location Map - Coast Logistics RZ.pdf
5 - Official Zoning Map.pdf
6 - Neighborhood Meeting Summary.pdf
7 - BIE TO2626.docx

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 26-03-002M
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu,
City Manager

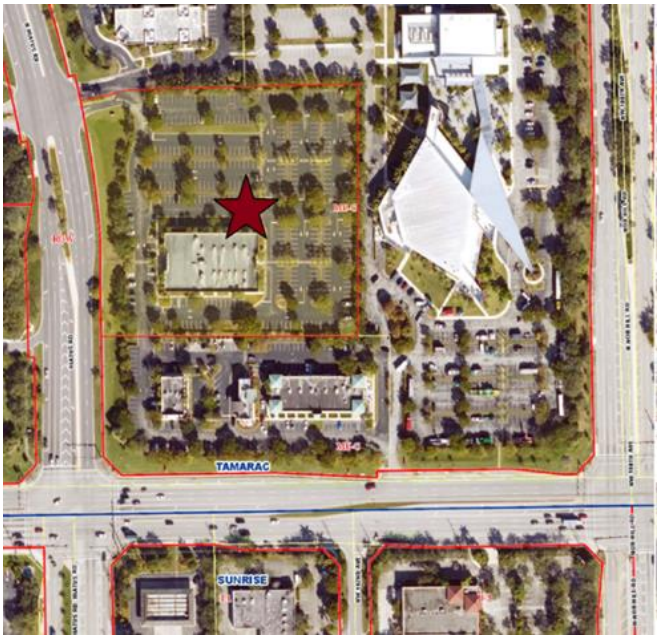
FROM: Kent Walia
Community Development Director

DATE: March 26, 2026

RE: Coast Logistics – Rezoning (Case No. 8-Z-25) Temporary Ordinance # 2626.

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed ordinance amending the Official Zoning Map to rezone the subject property from MU-C (Mixed-Use Corridor) to BP (Business Park) to facilitate development of the proposed industrial warehouse facility, with first reading on April 7, 2026, and second reading on April 22, 2026 (see attached Temporary Ordinance No. 2626).

ISSUE: Dennis Mele, Esq., for Greenspoon Marder, LLP, designated agent for the property owner, The Genesis Group, LLC, is requesting approval of a rezoning to the change the zoning designation of the subject property from MU-C (Mixed-Use Corridor) to BP (Business Park) to facilitate the development of a proposed one-story 84,245-square-foot Industrial Warehouse Facility (see attached Rezoning - Justification Narrative).



Aerial Photograph

LOCATION: The subject property is the location of the former Gold Coast School located on the east side of N Hiatus Road, north of W Commercial Boulevard, at 5600 N Hiatus Road in Commission District 2 (see Aerial Photograph above and attached Location Map).

The property is 6.1 gross acres in size (5.5 net acres in size), has a current City of Tamarac Future Land Use designation of "Commercial" and a zoning classification of MU-C (Mixed-Use Corridor) and (see attached City of Tamarac Future Official Zoning Map).

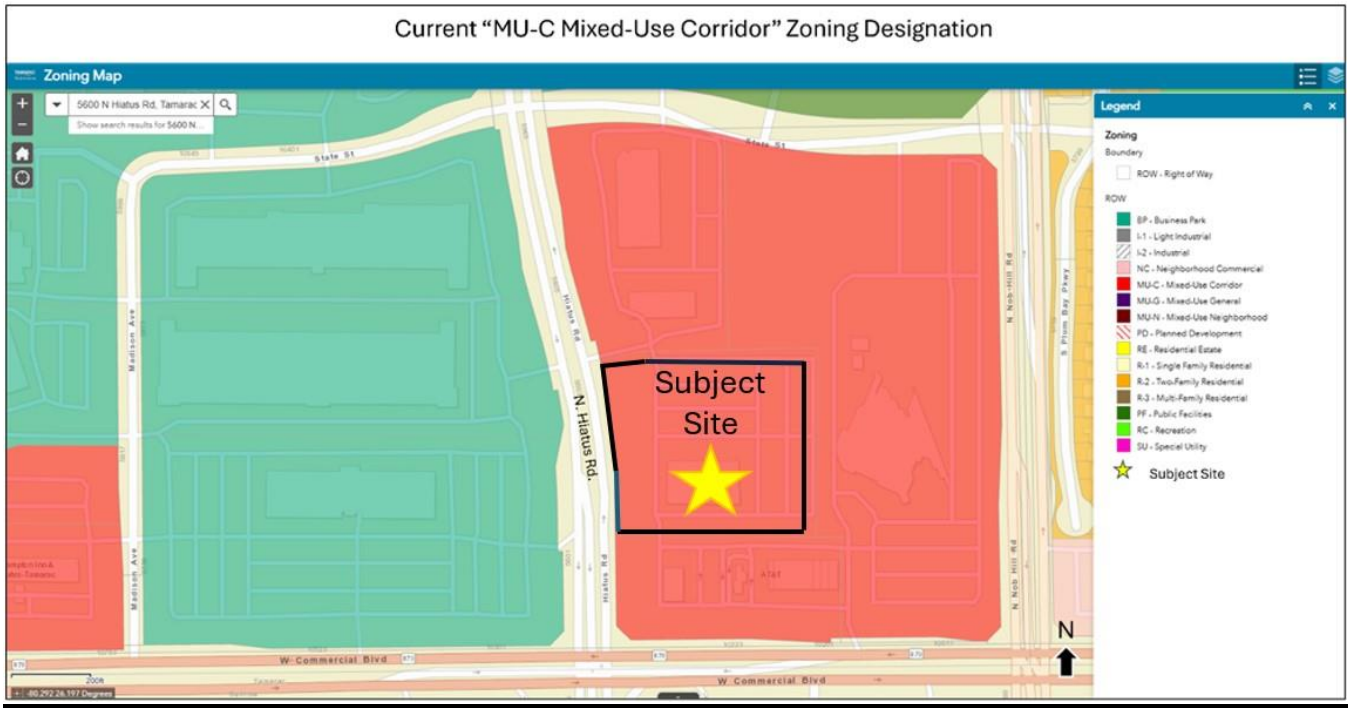
Surrounding Land Use and Zoning:

North: Realtors' office zoned MU-C (Mixed-Use Corridor) with a Future Land Use designation of "Commercial".

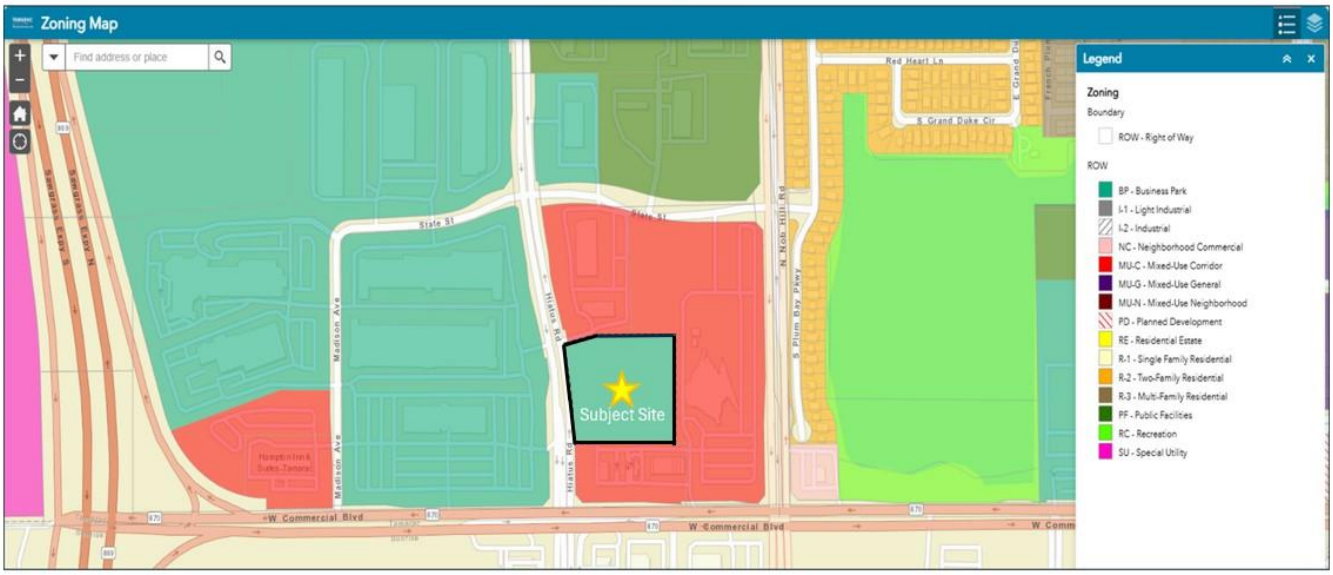
South: Westpoint Retail Center zoned MU-C (Mixed-Use Corridor) with a Future Land Use designation of "Commercial".

East: Community Christian Church zoned MU-C (Mixed-Use Corridor) with a Future Land Use designation of "Commercial".

West: Sonny's The Car Wash Factory zoned BP (Business Park) with a Future Land Use designation of "Industrial".



Proposed "Business Park (BP)"
Zoning designation



BACKGROUND: The subject property was originally platted in 1995 as part of the Westpoint Section 7 Plat and was subsequently developed in 2004 as a component of the Westpoint Business Center. The Business Center consists of three additional parcels: 5850 N. Hiatus Road, located immediately north of the subject property and currently occupied by a Realtors' office; 5870 N. Hiatus Road, which contains an the Sonny's The Car Wash Factory building; and the Westpoint Retail Center, located immediately south of the subject property and currently occupied by CareSpot Urgent Care and Dunkin' Donuts. All four properties share a common access point on N. Hiatus Road and also have access from W. Commercial Boulevard and State Street.

The subject property is the former location of the Gold Coast Schools that included the Gold Coast Professional School, Gold Coast School of Insurance, Gold Coast School of Construction, and the Gold Coast School of Real Estate. The subject property currently includes an approximately 20,000 square foot building with associated parking, landscaping, and infrastructure.

The proposed rezoning from MU-C (Mixed-Use Corridor) to BP (Business Park) allows for the proposed Industrial Warehouse Facility in the BP zoning classification (see attached City of Tamarac Official Zoning Map). The proposed BP zoning classification is intended to provide for a mixture of light industrial, office, manufacturing, and limited retail uses in a business park, industrial park, or campus setting with high-quality site and building design.

A Pre-Application Neighborhood Meeting was conducted on February 11, 2026, in accordance with Section 10-5.3(C) of the LDC. Three (3) members of the public attended the meeting and inquired about the proposed tenant, the number of anticipated tenants, and the notification for future meetings (see attached Neighborhood Meeting Summary).

Accompanying this application is a request to change the future land use of the subject property from "Commercial" to "Industrial" to facilitate the development of the Industrial Warehouse Facility.

Furthermore, to legally substantiate approval of the development requests, the applicant will be required to submit the appropriate plat amendment application through the City, which will then be coordinated with and processed by Broward County to authorize industrial uses on the subject property.

An application for Site Plan Approval (Major) for the proposed Industrial Warehouse Facility was also submitted concurrently for review. The application for Site Plan Approval (Major) will be brought before the Planning Board and City Commission at a later date upon completion of the review by the Development Review Committee (DRC).

ANALYSIS: Pursuant to LDC Section 10-5.4(F)(3), Rezoning Review Standards, "*Amending the Zoning Map (Rezoning) is a matter committed to the discretion of the City Commission. In deciding the application, the City Commission shall consider the relevance of, and the extent to which, the proposed amendment:*" as follows:

(a) Is consistent with the Comprehensive Plan;

The proposed rezoning is consistent with the City's Comprehensive Plan and meets the prescribed criteria for rezoning as identified in the City of Tamarac's Comprehensive Plan subject to the approval of the Small-Scale Local Land Use Plan Use Amendment.

The proposed amendment is also consistent with the following Future Land Use Element (FLUE) policies of the City's 2050 Comprehensive Plan:

FLUE Policy 1.5 - *The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances.*

FLUE Policy 9.7 – *The City will continue to facilitate the development of commercial, industrial, utilities, and other nonresidential land uses to ensure they are located in a manner compatible with adjacent land uses and does not adversely affect the health, safety, welfare, or aesthetics of existing or future residential areas.*

FLUE Policy 10.3 – *The City shall ensure that future industrial land uses shall be located with access to major transportation facilities including the arterial streets and the Sawgrass Expressway*.

(b) Is consistent with any provisions of this Code or the Tamarac City Code;

The proposed rezoning is consistent with the provisions of the City of Tamarac Land Development Code and Broward County's Land Use Plan subject to approval of the Small-Scale Local Land Use Plan Amendment as the rezoning to BP" is consistent with the proposed "Industrial" land use designation and the existing Broward County Land Use designation of "Commerce".

LDC Section 10-3.3(A)(3), requires "all land uses shall conform to the standards and regulations of the Broward County Land Use Plan." The Commerce Policy 2.3.1 of the Broward County Land Use Plan indicates that local governments shall employ their local land use plans, zoning ordinances, and land development codes to establish differing intensities of commerce development compatible with adjacent and surrounding land uses, including but not limited to lands designated "Commercial," "Industrial" or similar designations by the local land use plan. Additionally, Broward Next Commerce/Economic Development Policy 3.2.1 states, "Broward County should endeavor to expand its economic base through expansion of the industrial and manufacturing sectors of its economy."

(c) Addresses a demonstrated community need;

The subject property is located in proximity to the Sawgrass Expressway. Policy 10.3 of the Future Land Use Element of the City's 2050 Comprehensive Plan states, "The City shall ensure that future industrial land uses shall be located with access to major transportation facilities including the arterial streets and the Sawgrass Expressway."

(d) Is required by changed conditions;

The subject site was developed and previously operated as a commercial school use. The proposed rezoning will facilitate the redevelopment of an underutilized commercial site consistent with the properties located adjacent to the west of the subject property, across N Hiatus Road. The underutilization of the commercial site is a changing condition that requires the proposed rezoning.

(e) Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;

Similar industrial warehouse facilities are located west of the subject property, across N. Hiatus Road. These adjacent properties are zoned BP. The proposed Industrial Warehouse Facility is compatible with the existing and planned uses surrounding the site. Therefore, the proposed rezoning to BP represents an appropriate and consistent zoning designation for the subject property.

(f) Would result in a logical and orderly development pattern;

Similar industrial warehouse facilities are located west of the subject property, across N. Hiatus Road, and these adjacent properties are zoned BP. The proposed rezoning from MU-C to BP would support a logical and orderly development pattern consistent with the existing adjacent uses.

(g) Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).

Adequate public facilities are available to serve the proposed industrial warehouse use. The proposed development is anticipated to generate lower daily trips and reduced demand for potable water, sanitary sewer service, and solid waste collection and disposal (see Rezoning staff memo for further analysis). These impacts will be further evaluated during the site plan review and building permit process.

Streets – Adequate and available.

Potable Water – Adequate and available.

Sewerage – Adequate and available.

Stormwater Management – The site will meet the adopted level of service, as required.

Solid Waste Collection and Disposal – Adequate and available.

Schools – Not applicable for BP (Business Park).

Parks – Not applicable for BP (Business Park).

Police and Fire and Emergency Medical Facilities – Adequate and available.

(h) Would avoid significantly adverse impacts on the natural environment – including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

The land is currently developed with an existing commercial school use, landscaping, parking, and infrastructure. The proposed rezoning will avoid significantly adverse impacts on the natural environment as the BP zoning classification requires a maximum total impervious area of seventy (70) percent and a minimum landscape pervious area of thirty (30) percent. The City's Land Development Code also provides performance standards in relation to air and noise quality and requires that developments integrate stormwater and floodplain protection to enhance the environment, aesthetic qualities, and property values in the City. The total impervious area, landscape pervious area, and performance standards provided by the proposed industrial warehouse facility will be verified as part of the review for Site Plan (Major).

(i) Would be consistent with the public interest and the purposes and intent of the Land Development Code.

Rezoning the subject property to a zoning classification that allows reasonable use of the property in a manner that is compatible with the adjacent existing industrial warehouse facilities is consistent with the public interest and the purposes and intent of the Land Development Code. The intent of the BP zoning classification is to provide for a mixture of light industrial, office, manufacturing, and limited retail uses in a business park, industrial park, or campus setting with high-quality site and building design. Therefore, the rezoning is consistent with the intent of the BP zoning classification.

CONCLUSION: This item supports Goal #3 of the City of Tamarac's 2040 Strategic Plan, "Tamarac is Economically Resilient." The approval of the Rezoning application will facilitate the redevelopment of the former Gold Coast School property and directly support the City's strategic objective by being business-friendly and fostering economic growth.

It is the opinion of the Director of Community Development that the request for Rezoning meets each of the general review standard conclusions based on findings of fact supported by competent, substantial, and material evidence. The Director of Community Development supports the petition based upon the above analysis of the application.

The Director of Community Development recommends that the City Commission approve the proposed rezoning to facilitate the development of a proposed Industrial Warehouse Facility at its April 7, 2026, meeting for first reading and at its April 22, 2026, meeting for second reading.

FISCAL IMPACT: Construction value to be calculated during review Site Plan Approval (Major) of proposed Industrial Warehouse Facility.

INTERVENING ACTION: At its March 4, 2026, meeting, the Planning Board voted 3-0 to forward a favorable recommendation for the proposed rezoning to facilitate the development of a proposed Industrial Warehouse Facility to the City Commission at its April 7, 2026, meeting for first reading and at its April 22, 2026, meeting for second reading.

Kent Walia

_____

Kent Walia,
Director of Community Development

Attachments: Temporary Ordinance No. 2626
Exhibit “A” – Legal Description
Exhibit “B” – Survey
Rezoning - Justification Narrative
Location Map
City of Tamarac Official Zoning Map
Neighborhood Meeting Summary
Business Impact Estimate (BEI)

KW/rwj

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2026-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAMARAC REFERENCED IN SECTION 10-2.1(B) OF CHAPTER 10 OF THE CITY OF TAMARAC CODE OF ORDINANCES FOR APPROXIMATELY 5.5 ACRES OF LAND SITUATED, LYING, AND BEING IN BROWARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED IN EXHIBIT "A", FROM THE CURRENT MU-C (MIXED-USE CORRIDOR) ZONING CLASSIFICATION TO THE PROPOSED BP (BUSINESS PARK) ZONING CLASSIFICATION, FOR THE SUBJECT PROPERTY LOCATED ON THE EAST SIDE OF N HIATUS ROAD, NORTH OF W COMMERCIAL BOULEVARD, SHOWN IN EXHIBIT "B" AT 5600 N HIATUS ROAD TO ALLOW FOR THE PROPOSED INDUSTRIAL WAREHOUSE FACILITY AND PROVIDE CONSISTENCY WITH THE LAND DEVELOPMENT CODE IN ACCORDANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN OF THE CITY OF TAMARAC; (CASE NO. 8-Z-25); PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dennis Mele, Esq., for Greenspoon Marder, LLP, designated agent for the property owner, The Genesis Group, LLC, has requested that certain real estate property located on the east side of N Hiatus Road, north of W Commercial Boulevard, shown in Exhibit "B" at 5600 N Hiatus Road, containing approximately 5.5 acres of land, be rezoned from MU-C (Mixed-Use Corridor) to BP (Business Park) to allow for the proposed Industrial Warehouse Facility; and

WHEREAS, in accordance with Section 10-2.3(B)(2) of the Land Development Code, the purpose of the MU-C (Mixed-Use Corridor) district is to encourage the development of mixed-use activity centers along the City's primary transportation corridors and gateways; and

WHEREAS, in accordance with Section 10-2.3(B)(5) of the Land Development Code, the purpose of the BP (Business Park) district is to provide for a mixture of light industrial, office, manufacturing, and limited retail uses in a business park, industrial park,

or campus setting with high-quality site and building design; and

WHEREAS, City administration believes the proposed rezoning is consistent with the Comprehensive Plan in that the proposed zoning designation will be consistent with the proposed underlying land use designation of “Industrial”; and

WHEREAS, the Broward County Land Use Map designation of the subject property is Commerce; and

WHEREAS, pursuant to the provisions of the Code of Ordinances of the City of Tamarac, Florida, public notice has been given of the time and place of the public hearing regarding the rezoning of the subject property and said public hearing has been held in accordance with the notice and the public has been given an opportunity to be, and has been heard; and

WHEREAS, on March 4, 2026, the Planning Board held a duly advertised Public Hearing and found the rezoning application met the requirements of Article II, Section 10-5.4(F) of the Code of Ordinances, and is in harmony with the goals, objectives and policies of the Comprehensive Plan and recommended approval; and

WHEREAS, the Director of Community Development recommends approval of this rezoning application; and

WHEREAS, the City Commission of the City of Tamarac, Florida, hereby accepts the Planning Board’s recommendation, and finds that the proposed rezoning is consistent with the City of Tamarac Comprehensive Plan and is therefore in the best interest of the City.

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

SECTION 1: That the foregoing “WHEREAS” clauses are hereby ratified

and confirmed as being true and correct and are hereby made a specific part of the Ordinance upon adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part thereof.

SECTION 2: That the land legally described in Exhibit “A” is hereby rezoned from MU-C (Mixed-Use Corridor) to BP (Business Park).

SECTION 3: That the official Zoning Map of the City of Tamarac shall be changed to reflect such zoning designation upon the effective date of this Ordinance.

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

SECTION 5: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6: This Ordinance shall become effective upon the adoption of the associated Land Use Plan Amendment.

[INTENTIONALLY LEFT BLANK]

PASSED, FIRST READING this day of , 2026.

PASSED, SECOND READING this day of , 2026.

MICHELLE J. GOMEZ, MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

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

RECORD OF COMMISSION VOTE: 2ND Reading

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

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

HANS OTTINOT
CITY ATTORNEY

This Ordinance was filed in the Office of the City Clerk on this ___ day of _____ 2026.

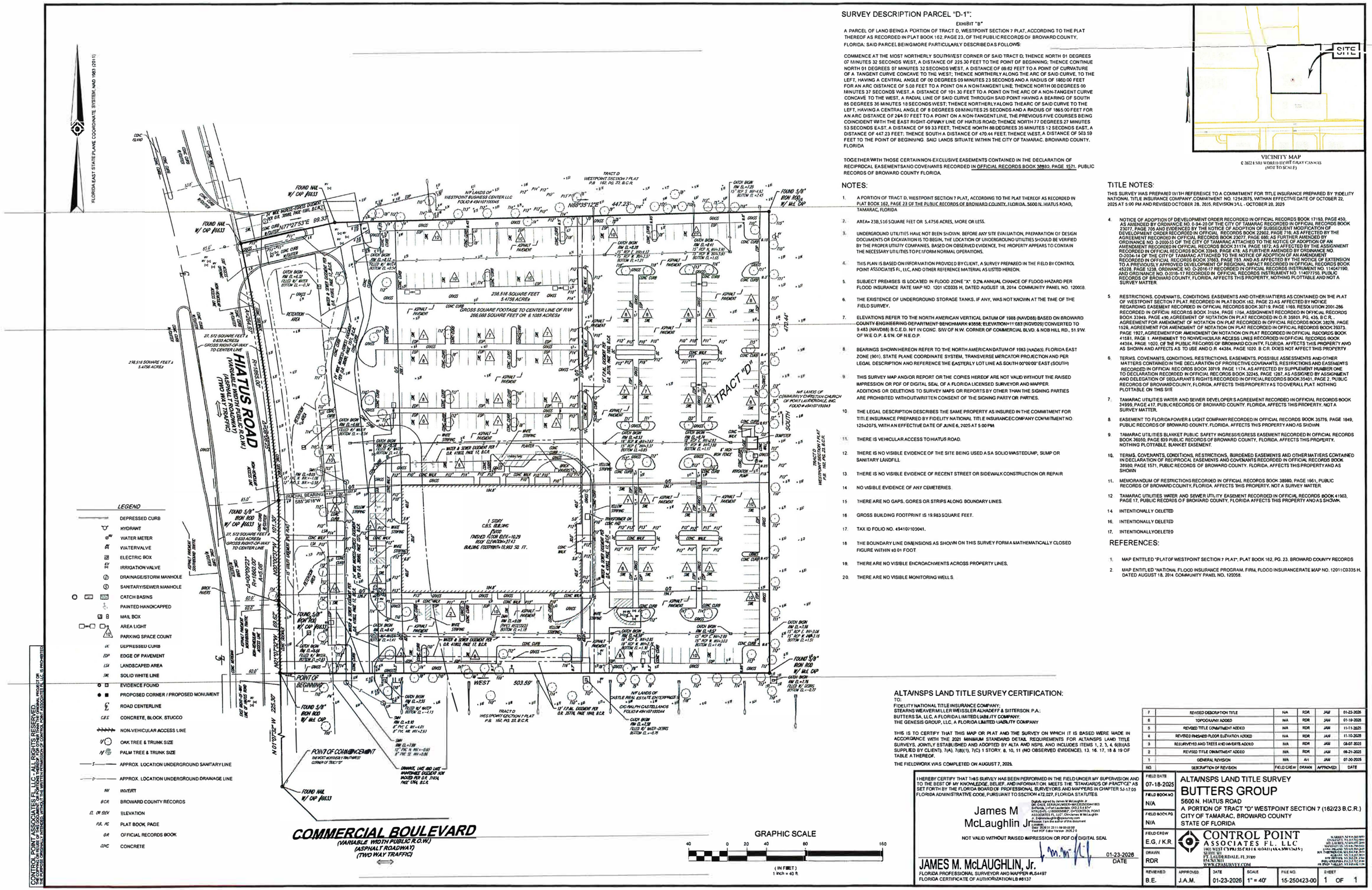
EXHIBIT “A”

LEGAL DESCRIPTION PARCEL "D-1":

A PARCEL OF LAND BEING A PORTION OF TRACT D, WESTPOINT SECTION 7 PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY SOUTHWEST CORNER OF SAID TRACT D; THENCE NORTH 01 DEGREES 07 MINUTES 32 SECONDS WEST, A DISTANCE OF 225.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 07 MINUTES 32 SECONDS WEST, A DISTANCE OF 69.62 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 23 SECONDS AND A RADIUS OF 1860.00 FEET FOR AN ARC DISTANCE OF 5.08 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 00 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 101.30 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 85 DEGREES 36 MINUTES 18 SECONDS WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 8 DEGREES 08 MINUTES 25 SECONDS AND A RADIUS OF 1865.00 FEET FOR AN ARC DISTANCE OF 264.97 FEET TO A POINT ON A NON-TANGENT LINE, THE PREVIOUS FIVE COURSES BEING COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF HIATUS ROAD; THENCE NORTH 77 DEGREES 27 MINUTES 53 SECONDS EAST, A DISTANCE OF 99.33 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 12 SECONDS EAST, A DISTANCE OF 447.23 FEET; THENCE SOUTH A DISTANCE OF 470.44 FEET; THENCE WEST, A DISTANCE OF 503.59 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE WITHIN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA AND CONTAINING 238,516 SQUARE FEET OR 5.4757 ACRES MORE OR LESS.



CONTROL POINT ASSOCIATES FL, LLC - ALL RIGHTS RESERVED
THIS SURVEY IS THE PROPERTY OF CONTROL POINT ASSOCIATES FL, LLC AND IS THE INTELLECTUAL PROPERTY OF THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES FL, LLC IS PROHIBITED

SURVEY DESCRIPTION PARCEL "D-1":

EXHIBIT "B"

A PARCEL OF LAND BEING A PORTION OF TRACT D, WESTPOINT SECTION 7 PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBE DAS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY SOUTHWEST CORNER OF SAID TRACT D; THENCE NORTH 01 DEGREES 07 MINUTES 32 SECONDS WEST, A DISTANCE OF 225.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 07 MINUTES 32 SECONDS WEST, A DISTANCE OF 69.62 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 23 SECONDS AND A RADIUS OF 1860.00 FEET FOR AN ARC DISTANCE OF 5.08 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 00 DEGREES 00 MINUTES 37 SECONDS WEST, A DISTANCE OF 101.30 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 85 DEGREES 36 MINUTES 18 SECONDS WEST; THENCE NORTHERLY ALONG THEARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 8 DEGREES 08 MINUTES 25 SECONDS AND A RADIUS OF 1865.00 FEET FOR AN ARC DISTANCE OF 264.97 FEET TO A POINT ON A NON-TANGENT LINE, THE PREVIOUS FIVE COURSES BEING COINCIDENT WITH THE EAST RIGHT-OFWAY LINE OF HIATUS ROAD; THENCE NORTH 77 DEGREES 27 MINUTES 53 SECONDS EAST, A DISTANCE OF 99.33 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 12 SECONDS EAST, A DISTANCE OF 447.23 FEET; THENCE SOUTH A DISTANCE OF 470.44 FEET; THENCE WEST, A DISTANCE OF 503.59 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE WITHIN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA

TOGETHER WITH THOSE CERTAINNON-EXCLUSIVE EASEMENTS CONTAINED IN THE DECLARATION OF RECIPROCAL EASEMENTSANO COVENANTS RECORDED IN OFFICIAL RECORDS BOOK 38980, PAGE 1571, PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

NOTES:

1. A PORTION OF TRACT D, WESTPOINT SECTION 7 PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. 5600 N. HIATUS ROAD, TAMARAC, FLORIDA
2. AREA= 238,516 SQUARE FEET OR 5.4756 ACRES, MORE OR LESS.
3. UNDERGROUND UTILITIES HAVE NOT BEEN SHOWN. BEFORE ANY SITE EVALUATION, PREPARATION OF DESIGN DOCUMENTS OR EXCAVATION IS TO BEGIN, THE LOCATION OF UNDERGROUND UTILITIES SHOULD BE VERIFIED BY THE PROPER UTILITY COMPANIES. BASED ON OBSERVED EVIDENCE, THE PROPERTY APPEARS TO CONTAIN THE NECESSARY UTILITIES TO PERFORM NORMAL OPERATIONS.
4. THIS PLAN IS BASED ON INFORMATION PROVIDED BY CLIENT. A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES FL, LLC, AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
5. SUBJECT PREMISES IS LOCATED IN FLOOD ZONE "X" 0.2% ANNUAL CHANCE OF FLOOD HAZARD PER FLOOD INSURANCE RATE MAP NO. 1201 1C0335 H, DATED AUGUST 18, 2014 COMMUNITY PANEL NO. 120008.
6. THE EXISTENCE OF UNDERGROUND STORAGE TANKS, IF ANY, WAS NOT KNOWN AT THE TIME OF THE FIELD SURVEY.
7. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) BASED ON BROWARD COUNTY ENGINEERING DEPARTMENT BENCHMARK #3558; ELEVATION=11.083 (NGVD29) CONVERTED TO 9.483 (NAVD88) B.C.E.D. N/T IN CONC. S/W OF N.W. CORNER OF COMMERCIAL BLVD. & NOB HILL RD., 51.9'W. OF W.E.O.P. & 6'N. OF N.E.O.P.
8. BEARINGS SHOWN HEREON REFER TO THE NORTH AMERICAN DATUM OF 1983 (NAD83) FLORIDA EAST ZONE (901), STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION AND PER LEGAL DESCRIPTION AND REFERENCE THE EASTERLY LOT LINE AS SOUTH 00°00'00" EAST (SOUTH)
9. THIS SURVEY MAP AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE RAISED IMPRESSION OR PDF OF DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTIES ARE PROHIBITED WITHOUTWRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
10. THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE COMMITMENT FOR TITLE INSURANCE PREPARED BY FIDELITY NATIONAL TITLE INSURANCECOMPANY COMMITMENT NO 12542075, WITH AN EFFECTIVE DATE OF JUNE 6, 2025 AT 5:00 PM.
11. THERE IS VEHICULAR ACCESS TO HIATUS ROAD.
12. THERE IS NO VISIBLE EVIDENCE OF THE SITE BEING USED A SA SOLIO WASTEDUMP, SUMP OR SANITARY LANDFILL
13. THERE IS NO VISIBLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIR
14. NO VISIBLE EVIDENCE OF ANY CEMETERIES.
15. THERE ARE NO GAPS, GORES OR STRIPS ALONG BOUNDARY LINES.
16. GROSS BUILDING FOOTPRINT IS 19,983 SQUARE FEET.
17. TAX ID FOLIO NO. 494107103041.
18. THE BOUNDARY LINE DIMENSIONS AS SHOWN ON THIS SURVEY FORM A MATHEMATICALLY CLOSED FIGURE WITHIN ±0.01 FOOT.
19. THERE ARE NO VISIBLE ENCROACHMENTS ACROSS PROPERTY LINES.
20. THERE ARE NO VISIBLE MONITORING WELLS.

VICINITY MAP
© 2022 ESRI, WORLD LIGHT GRAY CANVAS
(NOT TO SCALE)

TITLE NOTES:

THIS SURVEY WAS PREPARED WITH REFERENCE TO A COMMITMENT FOR TITLE INSURANCE PREPARED BY: FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 12542075, WITHAN EFFECTIVE DATE OF OCTOBER 22, 2025 AT 5:00 PM AND REVISED OCTOBER 28, 2025. REVISION 3 ALL - OCTOBER 28, 2025

4. NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 17193, PAGE 450, AS AMENDED BY ORDINANCE NO. 0-94-20 OF THE CITY OF TAMARAC RECORDED IN OFFICIAL RECORDS BOOK 23077, PAGE 709 AND EVIDENCED BY THE NOTICE OF ADOPTION OF SUBSEQUENT MODIFICATION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 22902, PAGE 716; AS AFFECTED BY THE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 23077, PAGE 680; AS FURTHER AMENDED BY ORDINANCE NO. O-2000-33 OF THE CITY OF TAMARAC ATTACHED TO THE NOTICE OF ADOPTION OF AN AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 31174, PAGE 1872; AS AFFECTED BY THE ASSIGNMENT RECORDED IN OFFICIAL RECORDS BOOK 33949, PAGE 478; AS FURTHER AMENDED BY ORDINANCE NO. O-2004-14 OF THE CITY OF TAMARAC ATTACHED TO THE NOTICE OF ADOPTION OF AN AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 37663, PAGE 753, AND AS AFFECTED BY THE NOTICE OF EXTENSION TO A PREVIOUSLY APPROVED DEVELOPMENT OF REGIONAL IMPACT RECORDED IN OFFICIAL RECORDS BOOK 45228, PAGE 1238, ORDINANCE NO. O-2016-17 RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 114047190, AND ORDINANCE NO. O-2016-17 RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 114077750, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AFFECTS THIS PROPERTY, NOTHING PLOTTABLE AND NOT A SURVEY MATTER.
5. RESTRICTIONS, COVENANTS, CONDITIONS EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF WESTPOINT SECTION 7 PLAT, RECORDED IN PLAT BOOK 162, PAGE 23 AS AFFECTED BY NOTICE REGARDING EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 30719, PAGE 1169, RESOLUTION 2001-286 RECORDED IN OFFICIAL RECORDS BOOK 31454, PAGE 1764, ASSIGNMENT RECORDED IN OFFICIAL RECORDS BOOK 33949, PAGE 430, AGREEMENT OF NOTATION ON PLAT RECORDED IN O.R 35801, PG. 435, B.C.R., AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT RECORDED IN OFFICIAL RECORDS BOOK 38278, PAGE 1528, AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT RECORDED IN OFFICIAL RECORDS BOOK 39373, PAGE 1927, AGREEMENT FOR AMENDMENT ON NOTATION ON PLAT RECORDED IN OFFICIAL RECORDS BOOK 41581, PAGE 1 AMENDMENT TO NONVEHICULAR ACCESS LINES RECORDED IN OFFICIAL RECORDS BOOK 44364, PAGE 1020, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AFFECTS THIS PROPERTY AND AS SHOWN AND AFFECTS AS TO USE AND O.R. 44364, PAGE 1020, B.C.R. DOES NOT AFFECT THIS PROPERTY
6. TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, POSSIBLE ASSESSMENTS AND OTHER MATTERS CONTAINED IN THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 30719, PAGE 1174, AS AFFECTED BY SUPPLEMENT NUMBER ONE TO DECLARATION RECORDED IN OFFICIAL RECORDS BOOK 32245, PAGE 1287, AS ASSIGNED BY ASSIGNMENT AND DELEGATION OF DECLARANT'S RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 35401, PAGE 2, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AFFECTS THIS PROPERTY AS TO OVERALL PLAT. NOTHING PLOTTABLE ON THIS SITE
7. TAMARAC UTILITIES WATER AND SEWER DEVELOPER'S AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 34999, PAGE 417, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AFFECTS THIS PROPERTY, NOT A SURVEY MATTER.
8. EASEMENT TO FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 35776, PAGE 1849, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. AFFECTS THIS PROPERTY AND AS SHOWN
9. TAMARAC UTILITIES BLANKET PUBLIC SAFETY INGRESS/EGRESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 36050, PAGE 839 PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AFFECTS THIS PROPERTY. NOTHING PLOTTABLE. BLANKET EASEMENT.
10. TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, BURDENED EASEMENTS AND OTHER MATTERS CONTAINED IN DECLARATION OF RECIPROCAL EASEMENTS AND COVENANTS RECORDED IN OFFICIAL RECORDS BOOK 38980, PAGE 1571, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AFFECTS THIS PROPERTY AND AS SHOWN
11. MEMORANDUM OF RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 38980, PAGE 1661, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. AFFECTS THIS PROPERTY, NOT A SURVEY MATTER.
12. TAMARAC UTILITIES WATER AND SEWER UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 41503, PAGE 17, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AFFECTS THIS PROPERTY AND AS SHOWN.
14. INTENTIONALLY DELETED
16. INTENTIONALLY DELETED
17. INTENTIONALLY DELETED

REFERENCES:

1. MAP ENTITLED "PLAT OF WESTPOINT SECTION 7 PLAT", PLAT BOOK 162, PG. 23, BROWARD COUNTY RECORDS
2. MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM, FIRM, FLOOD INSURANCE RATE MAP NO. 12011C0335 H, DATED AUGUST 18, 2014, COMMUNITY PANEL NO. 120058.

ALTA/NSPS LAND TITLE SURVEY CERTIFICATION:

TO:
FIDELITY NATIONAL TITLE INSURANCE COMPANY;
STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.;
BUTTERS SA, LLC, A FLORIDA LIMITED LIABILITY COMPANY;
THE GENESIS GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(B)(AS SUPPLIED BY CLIENT), 7(A), 7(B)(1), 7(C) 1 STORY, 8, 10, 11 (NO OBSERVED EVIDENCE), 13, 16, 17, 18 & 19 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON AUGUST 7, 2025.

NO.	DESCRIPTION OF REVISION	FIELD CREW	DRAWN	APPROVED	DATE
7	REVISED DESCRIPTION TITLE	N/A	RDR	JAM	01-23-2026
6	TOPOGRAPHY ADDED	N/A	RDR	JAM	01-19-2026
5	REVISED TITLE COMMITMENT ADDED	N/A	RDR	JAM	11-11-2025
4	REVISED FINISHED FLOOR ELEVATION ADDED	N/A	RDR	JAM	11-10-2025
3	RESURVEYED AND TREES AND UNDERS ADDED	N/A	RDR	JAM	08-07-2025
2	REVISED TITLE COMMITMENT ADDED	N/A	RDR	JAM	08-21-2025
1	GENERAL REVISION	N/A	AH	JAM	07-30-2025

I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, MEETS THE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

James M McLaughlin Jr

Digitally signed by James M McLaughlin Jr.
DN: CN=E, S=FLORIDA, L=Fort Lauderdale, OU=CONTROL POINT ASSOCIATES FL, LLC, CN=James M McLaughlin Jr., E=jmclaughlin@cpasurvey.com
Reason: I am the author of this document
Location:
Date: 2026.01.23 11:09:05-05'00'
Foxit PDF Editor Version: 2025.2.0

NOT VALID WITHOUT RAISED IMPRESSION OR PDF OF DIGITAL SEAL

JAMES M. McLAUGHLIN, Jr. — 01-23-2026 DATE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #LS4497
FLORIDA CERTIFICATE OF AUTHORIZATION LB #8137

FIELD DATE: 07-18-2025	ALTA/NSPS LAND TITLE SURVEY				
FIELD BOOK NO: N/A	BUTTERS GROUP				
FIELD BOOK PG: N/A	5600 N. HIATUS ROAD A PORTION OF TRACT "D" WESTPOINT SECTION 7 (162/23 B.C.R.) CITY OF TAMARAC, BROWARD COUNTY STATE OF FLORIDA				
FIELD CREW: E.G. / K.R.	CONTROL POINT ASSOCIATES FL, LLC (561) WEST CYPRESS CREEK ROAD (AKA NW 62ND ST.) SUITE 303 FT. LAUDERDALE, FL 33309 954.783.7611 WWW.CPASURVEY.COM				
DRAWN: RDR					
REVIEWED: B.E.	APPROVED: J.A.M.	DATE: 01-23-2026	SCALE: 1" = 40'	FILE NO.: 15-250423-00	SHEET: 1 OF 1

Greenspoon Marder LLP

Kelly Ray
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Direct Phone: 954.333.4377
Email: kelly.ray@gmlaw.com

December 8, 2025

City of Tamarac
Planning and Zoning Department
7525 NW 88 Avenue, Room 206
Tamarac, FL 33321

Re: Coast Logistics - 5600 N. Hiatus Road

Rezoning – Justification Narrative

On behalf of Butters Construction & Development, applicant and contract purchaser of the subject property (the "Applicant"), please accept this request for consideration of the proposed rezoning application involving the property located at 5600 N. Hiatus Road ("Property") in the City of Tamarac ("City"). On behalf of Buttes Construction & Development, applicant and contract purchase of the subject property. The Property is currently zoned Mixed-Use Corridor ("MU-C") with a Commercial land use designation.

The Applicant is proposing to redevelop the Property with a warehouse facility, and the MU-C zoning district does not permit the warehouse use desired by the Applicant. As such, the Applicant is proposing a rezoning to the Business Park ("BP") zoning district. In conjunction with this rezoning application, the Applicant is also proposing to amend the future land use designation on the City's plan from Commercial to Industrial to allow for the proposed use. The proposed rezoning is consistent with the proposed land use plan amendment for the Property.

The Property is currently developed with a one-story +/- 20,000 square feet building currently operating as a school. The underutilized Property provides a redevelopment opportunity for industrial development that is consistent with surrounding development and zoning. A significant majority of the land in the area between the Sawgrass Expressway and Nob Hill Road north of Commercial Boulevard and south of McNab Road is currently zoned BP, including the parcel located immediately west of the Property. The proposed rezoning request meets the criteria outlined in Section 10-5.4(F)(3) of the City's Land Development Code as indicated below:

a. Is consistent with the Comprehensive Plan;

In conjunction with this rezoning application, the Applicant is requesting that the land use plan designation on the Property be changed from Commercial to Industrial to allow for the proposed use. If the land use plan amendment is approved, the proposed

rezoning will be consistent with the proposed Industrial land use plan designation. Further, the proposed development plan is consistent with the surrounding development and land use and zoning designations. Specifically, the proposed rezoning and resulting industrial development are consistent with the following policies of the City's Comprehensive Plan:

Policy 1.5 The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances. The Land Development Code revisions should address criteria to be used in reviews for determining whether there is compatibility among adjacent land uses. The Community Development Department will continue to review the Planning Commission Board agendas for surrounding cities to identify land use proposals which might affect the City.

Policy 1.6 The City will continue to promote "quality development" in all land use categories by the establishment of design criteria and development standards in the Land Development Code (LDC) which promote the highest standards of urban development and community aesthetics.

Policy 9.7 Facilitate the development of commercial, industrial, utilities, and other nonresidential land uses to ensure they are located in a manner compatible with adjacent land uses and does not adversely affect the health, safety, welfare, or aesthetics of existing or future residential areas.

Policy 10.2 The City's Land Development Code shall continue to require safe and convenient onsite traffic circulation and adequate off-street parking.

Policy 10.3 Future industrial land uses shall be located with access to major transportation facilities including the arterial streets and the Sawgrass Expressway.

b. Is consistent with any provisions of this Code or the Tamarac City Code;

As mentioned above, the Applicant has also submitted an application for a City land use plan amendment to change the land use designation on the Property from Commercial to Industrial. With approval of this land use plan amendment, the rezoning will be consistent with the land use plan, which is a requirement in the Code. In conjunction with this rezoning, the Applicant is proposing a site plan for a warehouse facility. The Applicant will work with City staff during the land development approval process to ensure compliance with the applicable standards of the Code.

c. Addresses a demonstrated community need;

As on-line shopping and work-from-home options continue, the demand for commercial land use in this location may not be the best use of the Property, while

the demand for warehousing and distribution facilities grow as consumers continue to purchase online goods and expect efficient delivery timeframes. The proposed rezoning will facilitate the redevelopment of an underutilized commercial site, aligning with market demands, and supporting the city's industrial sector in a manner consistent with the surrounding land use pattern. Tamarac has virtually no vacant industrial land or buildings. The proposed rezoning will allow existing businesses to expand or enable new companies to relocate to Tamarac.

d. Is required by changed conditions;

This area of the City has evolved into an industrial center of the city, particularly along the Hiatus Road corridor. The Property enjoys excellent proximity to the regional highway network with access to the Sawgrass Expressway just over a ¼ mile to the west. As on-line shopping and work-from-home options continue, the demand for commercial land use in this location may not be the best use of the Property, while the demand for warehousing and distribution facilities grow as consumers purchase online goods and expect efficient delivery timeframes. The proposed use will strengthen city's industrial sector, create jobs, and will result in redevelopment of an underutilized property.

e. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;

The proposed rezoning is consistent with the existing surrounding development, as well as the adjacent land use and zoning designations. The majority of the land in the area between the Sawgrass Expressway and Nob Hill Road north of Commercial Boulevard and south of McNab Road is currently zoned BP, including the parcels located immediately west of the Property. The extension of the BP zoning district to include the Property would be an appropriate zoning district for the Property because it is consistent with the existing zoning pattern in the area. The existing uses of the surrounding properties include a warehouse adjacent to the west of the Property, office to the north, a church to the east, and retail to the south. The proposed rezoning is also consistent with the Broward County Commerce land use designation on the Property, which allows for the proposed use.

f. Would result in a logical and orderly development pattern;

The proposed rezoning is consistent with the development pattern of the area as well as the City's policies regarding industrial land. The majority of the land in the area between the Sawgrass Expressway and Nob Hill Road north of Commercial Boulevard and south of McNab Road is currently zoned BP, including the parcels located immediately west of the Property. A logical and orderly development pattern would be created by extending the BP district to include the Property. Extending the existing BP district is also consistent with Policy 10.3 of the City's Comprehensive Plan, which states, "Future industrial land uses shall be located with access to major transportation facilities including the arterial streets and the Sawgrass Expressway."

The Property is adjacent to Hiatus Road and approximately 250' north of commercial Boulevard. It is also located just east of the Sawgrass Expressway. For these reasons, the proposed rezoning will result in a logical and orderly development pattern.

g. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities);

The proposed rezoning provides a location for industrial development in an area with nearby access to major transportation facilities including arterial streets and the Sawgrass Expressway, which will be advantageous to the proposed distribution center use. The land use plan amendment application for this Property documents that the public facilities and services are available and adequate for the proposed distribution center use. Specifically, the proposed use represents a decrease in traffic, potable water and sanitary sewer demand in comparison to the existing use. The stormwater management system will accommodate the drainage from the Property and will not have any negative impacts on the surrounding properties. The City contracts with WINN-Waste for solid waste collection and disposal for all properties in the City. The Applicant will coordinate to place appropriate solid waste collection containers on the Property so that the solid waste is managed properly. The proposed development plan will be reviewed by all the City departments to ensure that all facilities and services are adequate and in place prior to any construction on the Property.

h. Would avoid significantly adverse impacts on the natural environment – including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment, and;

The land is currently developed with an existing building, and the proposed rezoning and resulting development will not alter the environmental character of the site. The Property does not contain any historic sites or districts on the National Register of Historic Places or locally designated historical sites. Based upon a review of information on file with the State Historic Preservation Office, Division of Historical Resources Florida Master Site File, there are no previously recorded cultural resources within the Property.

i. Would be consistent with the public interest and the purposes and intent of this Code.

The proposed rezoning is consistent with the City's Code, the City's Comprehensive Plan, and the Broward County Comprehensive Plan. The Property is currently underutilized with a +/- 20,000 square foot building operating as a school. The school is planning to close in mid-2026 due to the trend of online learning for vocational trades. The rezoning to BP and resulting warehouse use addresses the public interest

by helping to accommodate the city's industrial sector. The rezoning would benefit the local community by creating jobs and growing economic development. This Property is an ideal location for the proposed use due to its location with respect to the arterial roadway network and the Sawgrass Expressway.

We respectfully request that you consider this proposed rezoning application. Please contact me should you have any questions related to this request.

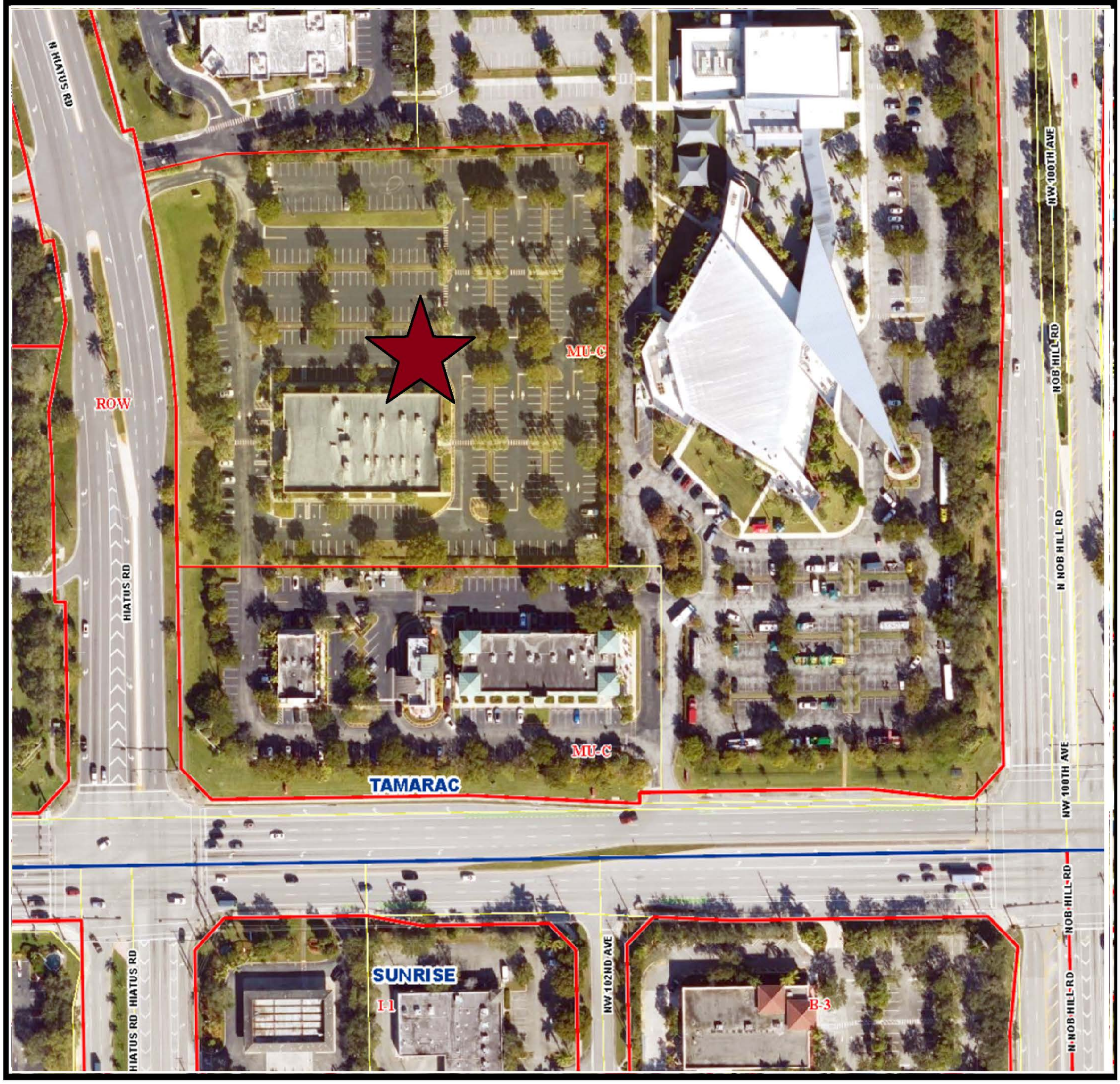
Sincerely,

GREENSPOON MARDER LLP

Kelly Ray

Kelly Ray
For the Firm

Coast Logistics
Rezoning
Case No. 8-Z-25



Subject Property

TAMARAC
The City For Your Life

Kent Walia, AICP, CFM
Director of
Community Development
7525 NW 88 Avenue
Tamarac, FL 33321
Telephone (954) 597-3530

TAMARAC

The City For Your Life

City of Tamarac Zoning Map

Legend

- Tamarac Boundary

Zoning

- BP - Business Park
- I-1 - Light Industrial
- I-2 - Industrial
- NC - Neighborhood Commercial
- MU-C - Mixed-Use Corridor
- MU-G - Mixed-Use General
- MU-N - Mixed-Use Neighborhood
- PD - Planned Development
- RE - Residential Estate
- R-1 - Single Family Residential
- R-2 - Two-Family Residential
- R-3 - Multi-Family Residential
- PF - Public Facilities
- RC - Recreation
- SU - Special Utility

SOUTHGATE BLVD
NW 81ST ST
NW 82ND ST
NOB HILL RD
NW 77TH ST
NW 80TH AVE
NW 76TH AVE
NW 75TH ST
SAWGRASS EXPRESSWAY
NW 81ST TER
NW 71ST PL
N PINE ISLAND RD
N UNIVERSITY DR
W MCNAB RD
HIATUS RD
CROSS CREEK BLVD
NW 61ST ST
NW 58TH TER
NW 58TH ST
NW 57TH ST
W COMMERCIAL BLVD
NW 64TH AVE
BAILEY RD
ROCK ISLAND RD
WOOD LAKE BLVD
FLORIDA TURNPIKE
NW 57TH TER
MAINLAND DR
W PROSPECT RD
N SR7
NW 31ST AVE
NW 21ST AVE

N
W
E
S

0 0.5 1 Miles

Print Date: 1/30/2026

Kelly Ray
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Direct Phone: 954.333.4377
Email: kelly.ray@gmlaw.com

February 16, 2026

Robert W. Johnson III
Senior Planner
City of Tamarac
7525 NW 88th Ave
Tamarac, FL 33321

Re: 5600 N. Hiatus Road, Tamarac – Neighborhood Meeting Summary

Dear Mr. Johnson:

On behalf of Butters Construction & Development, ("Applicant"), please consider this letter as a summary of neighborhood outreach efforts undertaken in relation to the applications filed to develop the property generally located on the east side of N. Hiatus Road, north of Commercial Boulevard and identified by Folio Id# 494107100041 ("Property") in the City of Tamarac, and more specifically identified in the enclosed materials.

At 5:30 p.m. on February 11, 2026, we held an in-person community meeting. An invitation was sent to all property owners within 400 feet of the Property. The notification package is attached as **Exhibit A**. The meeting participant list/sign-in documentation is attached as **Exhibit B**.

Two members of the Applicant team were in attendance, Adam Vaisman from Butters Construction & Development, and Kelly Ray from Greenspoon Marder, LLP. Kelly Ray and Adam Vaisman presented the project and applications using PowerPoint presentation packets. The presentation materials are attached as **Exhibit C.** Three members of the public were in attendance. Audio documentation of the meeting is enclosed with this report. There were no objections to the proposed project. Questions from attendees are listed below:

- Q: Would they be notified of future meetings? A: Yes, if registered or within notification radius.
- Q: Do we know who will be the tenants? A: Not at this time as we are early in the process. Could help other similar uses in the area expand.
- Q: Will there be more than 1 tenant? A: Could be a single tenant or up to 3 or 4 tenants, depending on the market.

The meeting concluded with Mr. Vaisman and Mrs. Ray briefly explaining the review and hearing process, and thanking everyone for attending the meeting and advising the participants to reach out with any questions.

Please contact me at (954) 333-4377 if you have any questions or comments regarding this summary letter or the community outreach meetings.

Sincerely,

GREENSPOON MARDER LLP



Kelly Ray
For the Firm

Enclosures

EXHIBIT A

MEETING NOTIFICATION DOCUMENTATION

MEETING NOTICE

January 26, 2026

Subject: Pre-Application Neighborhood Meeting for 5600 N. Hiatus Road

Dear City of Tamarac Property Owner:

This letter is to inform you that an application has been submitted to the City of Tamarac Community Development Department to allow for the redevelopment of 5600 N. Hiatus Road, Tamarac, FL 33321 (folio number 494107100041). As a property owner within 400 feet of the subject property, or as an organization or person who has registered with the City to receive notice of development application public hearings, you are receiving this notice to invite you to a neighborhood informational meeting relating to the redevelopment of the subject property at the date, time and location shown below:

Date of Meeting: Wednesday, February 11, 2026

Time of Meeting: 5:30pm to 6:30pm

Location of Meeting: 5601 N. Hiatus Road (conference room)

The applicant, Butters Construction & Development, has filed applications with the City of Tamarac Community Development Department for land use plan amendment, rezoning, plat note amendment, and site plan approval for an approximately 85,000 +/- square foot light industrial facility. The neighborhood informational meeting is being hosted by the applicant. At the meeting the applicant will explain the development proposal and application, inform attendees about the application review process, respond to any questions and concerns, and propose ways to resolve conflicts and concerns.

Pursuant to Section 10-5.3(C)(3)(e) of the City of Tamarac Land Development Code, a written summary of the neighborhood meeting proceedings shall be submitted to City staff and made available for public view prior to the consideration of the application by any advisory or decision-making board.

If you have any questions regarding this application or meeting, please contact me at (954)-312-2400 x.2402 or MSButters@butters.com.

Sincerely,
Malcolm Butters

STATE OF FLORIDA
COUNTY OF BROWARD

AFFIDAVIT

I, Christina Mathews, do swear and affirm:

That I have mailed 14 notices to the adjacent property owner(s) within four hundred (400') feet of the subject property located at:

5600 N. Hiatus Road in an attempt to notify the property owner(s) of a Neighborhood Meeting to be held on February 11, 2026, in association with proposed development action on the subject property.

SEAL

Further affiant sayeth not.

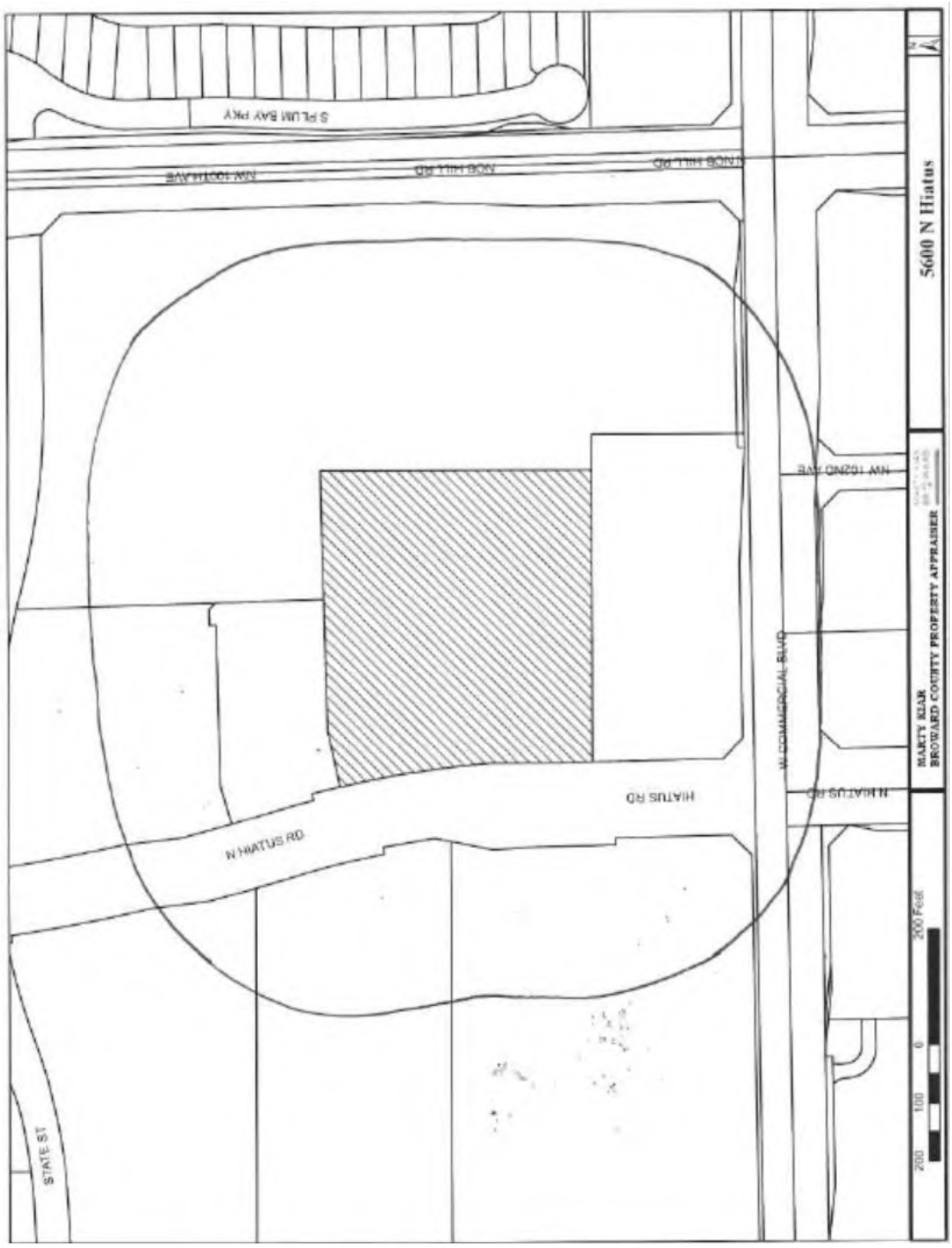
Affiant Signature

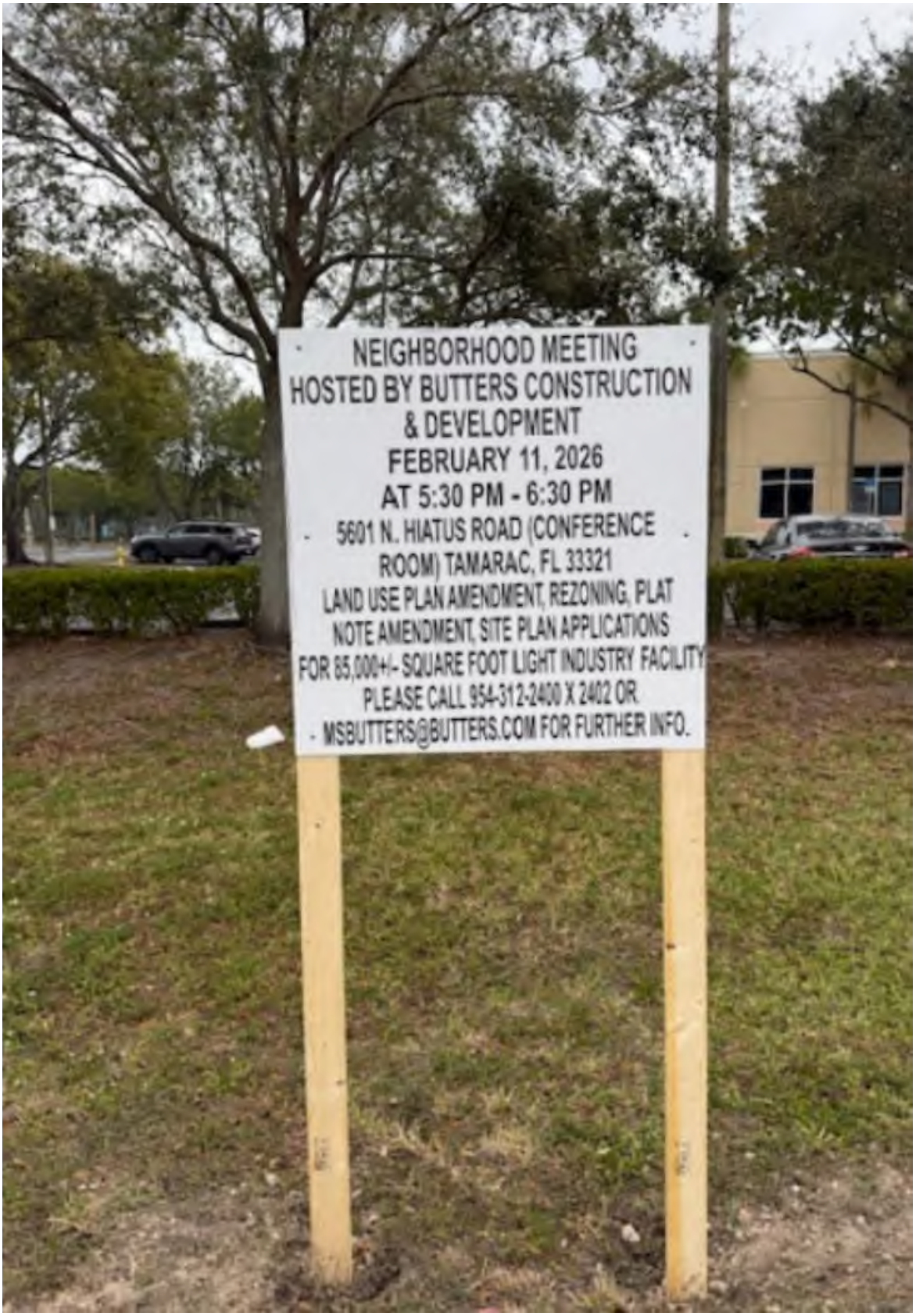
Sworn to and subscribed before me this 30 day of January, 20__.

My commission expires: 7-22-26

Notary Public

JEFFERSON DURHAM
Commission # HH 701004
Expires July 22, 2026


5600 N Hiatus
MARTY KLAIR
BROWARD COUNTY PROPERTY APPRAISER
200 Feet
200
100
0
S PLUM BAY PKY
NW 100TH AVE
NOB HILL RD
NOB HILL RD
NW 102ND AVE
W COMMERCIAL BLVD
HIATUS RD
N HIATUS RD
N HIATUS RD
STATE ST


NEIGHBORHOOD MEETING
HOSTED BY BUTTERS CONSTRUCTION
& DEVELOPMENT
FEBRUARY 11, 2026
AT 5:30 PM - 6:30 PM
5601 N. HIATUS ROAD (CONFERENCE
ROOM) TAMARAC, FL 33321
LAND USE PLAN AMENDMENT, REZONING, PLAT
NOTE AMENDMENT, SITE PLAN APPLICATIONS
FOR 85,000+/- SQUARE FOOT LIGHT INDUSTRY FACILITY
PLEASE CALL 954-312-2400 X 2402 OR
MSBUTTERS@BUTTERS.COM FOR FURTHER INFO.

STATE OF FLORIDA
COUNTY OF BROWARD

AFFIDAVIT

I, Christina Mathews, do swear and affirm:

1. That I have posted a Notice of the Neighborhood Meeting on the property, and in the clubhouse or offices of the adjacent homeowner's association(s) as applicable on January 30, 20 26, for a meeting to be held at 5601 N. Hiatus (for subject 5600 N Hiatus) on February 11, 20 26.

2. That the Notice was placed at the location set forth below:
5600 N. Hiatus Road

3. That the meeting will be held after 5:00 P.M. on a weekday, on a date after the pre-application staff conference, and at least 21 days before the public hearing for the application .

.4. That the meeting will be held within the City at a location that is convenient and accessible to neighbors residing in close proximity to the land subject to the application in a facility that can support all interested parties.

SEAL

4. Further affiant sayeth not.

Affiant Signature

Sworn to and subscribed before me this 30 day of January, 20 26.
My commission expires: 7-27-29

Notary Public

JEFFERSON DURHAM
Commission # HH 701004
Expires July 22, 2029

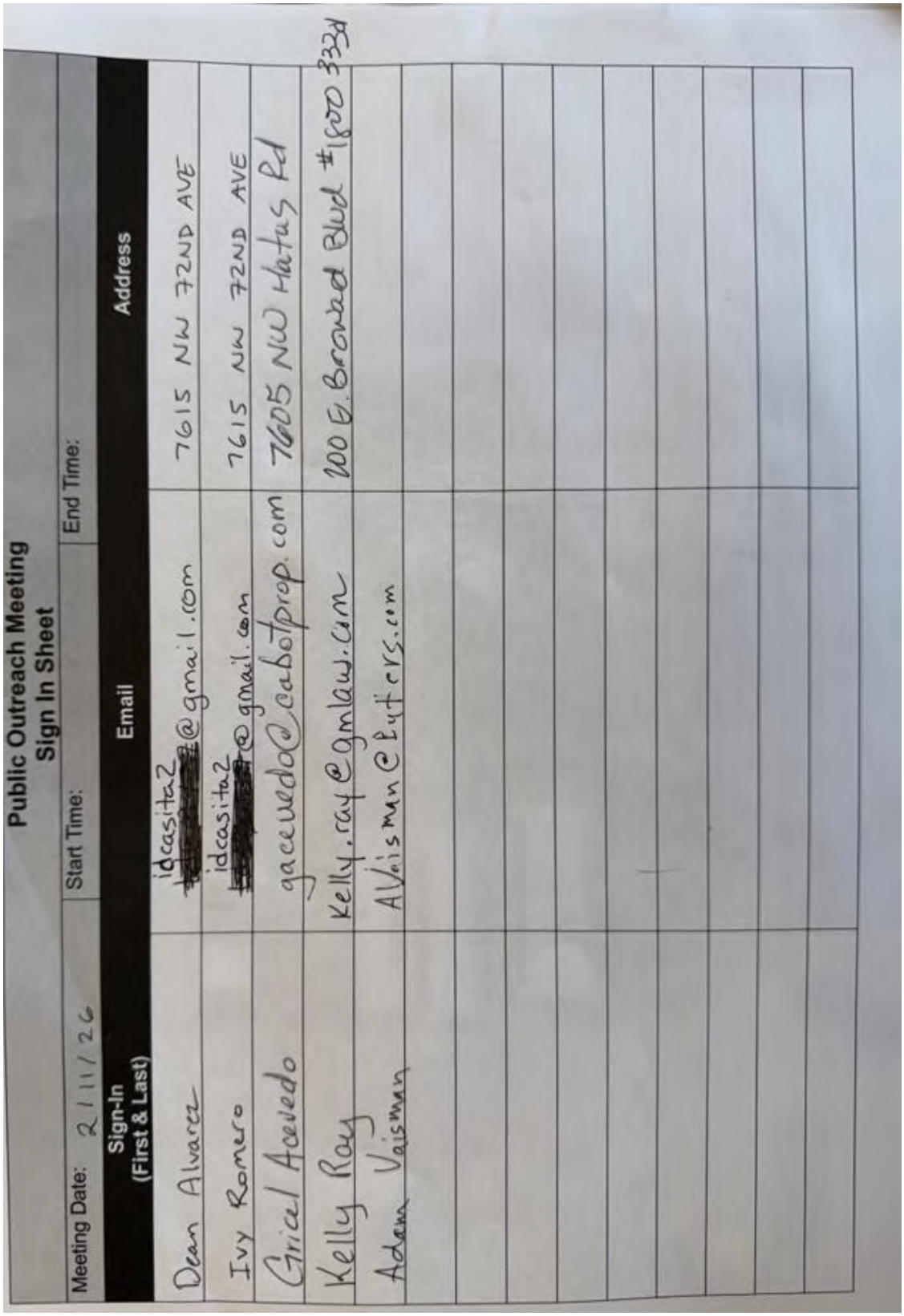
FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
494107010200	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDI	FL	33301	1801	FLA FRUIT LANDS CO SUB NO 27-49-41 1-102 PBPOR OF TRACTS 3 & 4 LYING WITHIN35' OF E/L OF SEC TOG WITH PORTRACTS 20,28 & 29 LYING WITHIN53' OF S/L OF SEC 7
494107100021	CICF I FL2M01 LLC%CABOT PROPERTIES INC	ONE BEACON ST # 1700	BOSTON	MA	02108		WESTPOINT SECTION 7 PLAT162-23 BPOR OF TR A DESC AS:COMM SE COROF SEC 7,W 1094.63,NW 401.53,NLY & NWLY AN ARC DIST 177 TOP/T,W 62.87 TO POB CONT W1049.07,N 339.95,E 974.74,SELYAN ARC DIST 44.34,SELY AN ARCDIST 187.32,E 12,SELY 90.18,SW 29.61 TO POBAKA:SONNY'S ENTERPRISES PARCEL
494107100023	TREA BROWARD INDUSTRIALWESTPOINT LLC %ERNST & YOUNG LLP	PO BOX 30428	CHARLOTTE	NC	28230		WESTPOINT SECTION 7 PLAT162-23 BPART OF TRACT B DESC'D AS,COMMAT SE COR OF SE1/4 OF SEC 7,WLYALG S/L FOR 1094.63 TO C/L OFHIATUS RD,NLY ALG C/L FOR 401.53NLY & NWLY 500.93,NW 24.45,WLY67.76 TO POB,CONT W 974.74,NLY256.47,N,NE & E 76.55,ELY 380.72E & NE 301.14,NE & E 170.22,SELY8.69,ELY 12.00,SE 249.70,SLY100.91,SELY 83.33 TO POB,MOREFULLY DESC'D IN OR 30908/1126
494107100031	HIATUS INDUSTRIAL VENTURE LLC	6820 LYONS TECH CIR #100	COCONUT C	FL	33073		WESTPOINT SECTION 7 PLAT162-23 BA POR OF TR B & TR C DESC AS:COMM AT SE COR OF SE1/4 OF SEC7-49-41, W 1094.63, N 401.53,NLY& NWLY AN ARC DIST 177, W 62.87TO POB, CONT W 1049.07, S 523.40, E 217, SE 100.72, E 699.81, NE49.59, N 199.56, W 12, N 106.53,NLY 105.47, NE 74.22 TO POB
494107100041	THE GENESIS GROUP LLC%JIM GREER	2412 NE 27 ST	LIGHTHOUS	FL	33064		WESTPOINT SECTION 7 PLAT162-23 BPOR TRACT D DESC AS:COMM MOSTNLY SW COR TR D,NLY 225.30 ALGW/L TO POB,CONT NLY 69.62,NLY5.08,N 101.30,NLY ARC DIST OF264.97,NE 99.33,E 447.23,S470.40,W 503.59 TO POBAKA:WESTPOINT GOLD COAST PARCEL
494107100042	WESTPOINT BUSINESS CENTER LLC	7284 W PALMETTO PARK RD #208S	BOCA RATO	FL	33433		WESTPOINT SECTION 7 PLAT 162-23BPOR OF TRACTS A & D,DESC AS COMMSE COR OF SE 1/4 SEC 7-49-41W 107.88,N 60,W 392.20,NW 200.36W 300,NW 49.39,N 294.92,NLY 5.08N 101.30,NLY 315,SW 12 TO N/T/C,NLY 96.67 TO P/R/C,NLY 51.30 TOPOB,CONT NLY 90.60,N 100.92 TON/T/C,NLY 205,E 42.40 TO P/C,ELY 403.43,S 346.26, NW 16.01,W27.06,S 12.79,W 277.57,SW 67.66TO POBAKA:WESTPOINT BUSINESS PARKNORTH PARCEL

494107100043	COMMUNITY CHRISTIAN CHURCH OFFT LAUDERDALE INC	10001 W COMMERCIAL BLVD	TAMARAC	FL	33351		WESTPOINT SECTION 7 PLAT162-23 BPORTION OF TRACT D DESC AS:COMMSE COR SE1/4 SEC 7-49-41,W ALGS/L 107.88,N 60 TO POB,W 366.27N 263.43,W 62.42,N 470.44,W222.09,N 535.38,SELY 30.35,ELY336.21,E 283.19,SE 53.30,S635.68,S 200.36,S 305.01,SW49.79 TO POB,LESS A PAR FOR R/WAS DESC IN OR 44614/1333AKA:CHURCH SITE
494107100044	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDI	FL	33301	1801	WESTPOINT SECTION 7 PLAT162-23 BA POR OF TR D AS DESC,COMM SECOR OF SE1/4 OF 7-49-41,W 107.88N 60 W ALG N R/W/L OF COMMERCIALBLVD 24.51 TO POB,NW 100,W242.30,S 12,E 341.77 TO POB
494107100045	WESTPOINT BUSINESS CENTER LLC	7284 W PALMETTO PARK RD #208S	BOCA RATO	FL	33433		WESTPOINT SECTION 7 PLAT 162-23BA POR OF TR "D" DESC AS: COMM ATSE COR OF SE1/4 SEC 7-49-41, W107.88, N 60, W 392.20, W 200.36, W 300, NW 49.39, N 294.92 TOP/C, NLY 5.08, N 101.30 TO N/T/C, NLY 264.97 TO P/C/C & TO POB,CONT NLY 50.02, SW 12 TO N/T/C,NLY 96.97 TO P/R/C, NLY 51.30,NE 67.66, E 277.57, NW 12.79,E 27.06, SE 16.01, S 189.13, W225.14, SW 99.33 TO POBAKA:WESTPOINT BUSINESS PARKSOUTH PARCEL
494107100070	INVESTMENTDDCTD PUBLIC % CITY OF	7525 NW 88 AVE	TAMARAC	FL	33321	2401	WESTPOINT SECTION 7 PLAT162-23 BRD R/W DEDICATED BY PLAT
494107100444	CASTLE REAL ESTATE ENTERPRISES% RALPH CASTELLANOS	PO BOX 6025	JENSEN BE/	FL	34957		WESTPOINT SECTION 7 PLAT162-23 BPOR OF TRACT D,DESC AS BEG ATMOST NLY SW COR TRACT D,N 225.30E 566,S 263.43,W 25.93,NW 200.36W 300,NW 49.39 TO POB,LESS A POROF TR D DESC AS,COMM SE COR OFSE1/4 OF 7-49-41,W 107.88,N 60,W 366.27 TO POB,W 25,N 12,E 25S 12 TO POBAKA:WESTPOINT BUSINESS PARK
494107100445	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDI	FL	33301	1801	WESTPOINT SECTION 7 PLAT162-23 BPOR OF TR D DESC AS,COMM SE COROF SE1/4 OF 7-49-41,W 107.88,N 60,W 366.27 TO POB,W 25,N 12,E 25 S 12 TO POB
494118000130	CITY OF SUNRISEATTENTION FINANCE DIRECTOR	10770 W OAKLAND PARK BLVD	SUNRISE	FL	33351	6816	18-49-41POR OF SEC 18 DESC AS;COMM ATN1/4 COR OF SEC 18,S 368 TO POB,E 1006.55,NE 42.08 TO PT ON CUR,NLY 22.92,N 315.58,E 60,S 398,W 1097.09,N 30 TO POBAKA:PARCEL 6 ROAD R/W
494118000140	OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDI	FL	33301	1801	18-49-41THE N 60 OF NW1/4 OF NE1/4 INSEC 18,LESS THE E 60AKA:PARCEL 140.1

494118240010	FUTURE-4 LLC%BRUCE JAY TOLAND PA	80 SW 8 ST STE 3100	MIAMI	FL	33130	3004	SUNRISE INDUSTRIAL PARK PARCEL 8125-4 BPART OF PARCEL A DESC'D AS,BEGAT NW COR OF PARCEL A,SELY 65.16E ALG LINE 12 S OF N/L PARCEL AFOR 150.00,SELY 42.27,SLY 236.69SW 42.59,WLY ALG S/L 213.99 TOSW COR OF PARCEL A,N ALG W/L308.58 TO POB
494118240020	PUBLIC LAND % CITY OF SUNRISEATTENTION FINANCE DIRECTOR	10770 W OAKLAND PARK BLVD	SUNRISE	FL	33351	6816	SUNRISE INDUSTRIAL PARK PARCEL 8125-4 BROAD RIGHT OF WAY DEDICATED BYPLAT
494118310011	COMMERCIAL CROSSING LLC	10755 SANDHILL RD	DALLAS	TX	75238		SUNRISE INDUSTRIAL PARKPARCELS 9 & 25 128-24 BPOR PAR A DESC'D AS:COMM SW CORSAID PAR A;N 473.97 TO POB N175.29,NE 43.83,E 91.08,E 300,SE 48.60,SW 95.85,S 70.55,W446.16 TO POB,LESS OR 35471/1917
494118310030	PUBLIC LAND % CITY OF SUNRISEATTENTION FINANCE DIRECTOR	10770 W OAKLAND PARK BLVD	SUNRISE	FL	33351	6816	SUNRISE INDUSTRIAL PARK PARCELS9 & 25 128-24 BROAD RIGHT OF WAY DEDICATED BYPLAT
494118450010	VP PROPERTIES & DEVELOPMENTSLLLP	15300 NW 7 AVE	MIAMI	FL	33169		SUNRISE INDUSTRIAL PARKPARCEL 7 140-29 BPARCEL "A"
494118450020	PUBLIC LAND % CITY OF SUNRISEATTENTION FINANCE DIRECTOR	10770 W OAKLAND PARK BLVD	SUNRISE	FL	33351	6816	SUNRISE INDUSTRIAL PARK PARCEL7 140-29 BROAD RIGHT OF WAY DEDICATED BYPLAT

EXHIBIT B

PARTICIPANT LIST/SIGN-IN SHEET



Public Outreach Meeting
Sign In Sheet

Meeting Date: 2/11/26 | Start Time: | End Time:

Sign-In (First & Last)	Email	Address
Dean Alvarez	idcasita2[redacted]@gmail.com	7615 NW 72ND AVE
Ivy Romero	idcasita2[redacted]@gmail.com	7615 NW 72ND AVE
Grical Acevedo	gacevedo@cabotprop.com	7605 NW Hatus Rd
Kelly Ray	kelly.ray@gmlaw.com	100 E. Broward Blvd #1800 33301
Adam Vaisman	AVaisman@Lytcrs.com	

EXHIBIT C

POWERPOINT PRESENTATION

COAST LOGISTICS



Public Participation – February 11, 2026

Location

East side of N. Hiatus Road, North of Commercial Boulevard

The site is a 5.5-acre parcel that is identified in red and located at 5600 N. Hiatus Rd.

Current Use

The Property is currently developed with a one-story +/- 20,000 square foot building currently operating as a school



Surrounding Uses



Applications

LAND USE PLAN AMENDMENT
(Local, Small-Scale)

From: Commercial

To: Industrial

REZONING:

From: Mixed Use Commercial (MU-C)

To: Business Park (BP)

SITE PLAN

Applicant is proposing to redevelop the site with a light industrial warehouse facility with approximately 85,000 square feet of building area.

ADMINISTRATIVE ADJUSTMENT

Applicant is requesting approval for a reduced Landscaped Pedestrian Zone (LPZ) width in certain areas.

PLAT NOTE AMENDMENT :

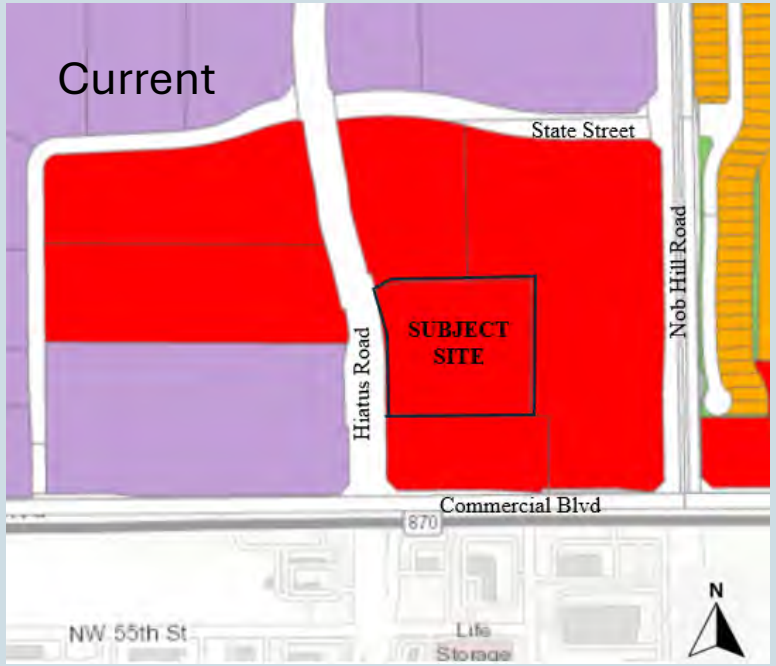
To permit up to 90,000 sf industrial use on Tract D-1.

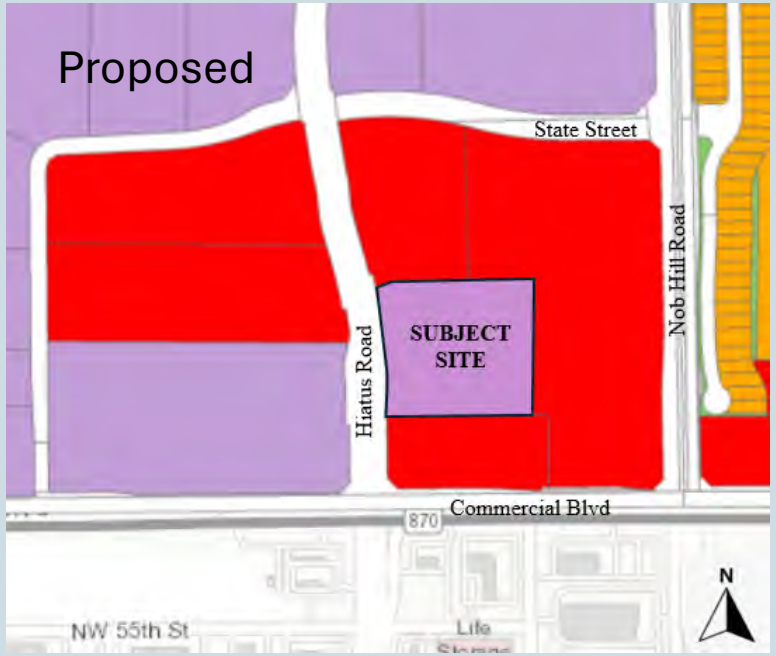
- Land Use Plan Amendment and Rezoning
  - Require 1 Planning Board hearing and 2 City Commission hearings.
  - Planning Board hearing is scheduled for March 4, 2026 at 9:00 am.
- Site Plan
  - Requires 1 Planning Board hearing and 1 City Commission hearing.
  - Application currently under review/in DRC process.
  - Administrative Adjustment issued with site plan approval.
- Plat Note Amendment
  - City will issue Letter of No Objection.
  - Must be reviewed and approved by Broward County.

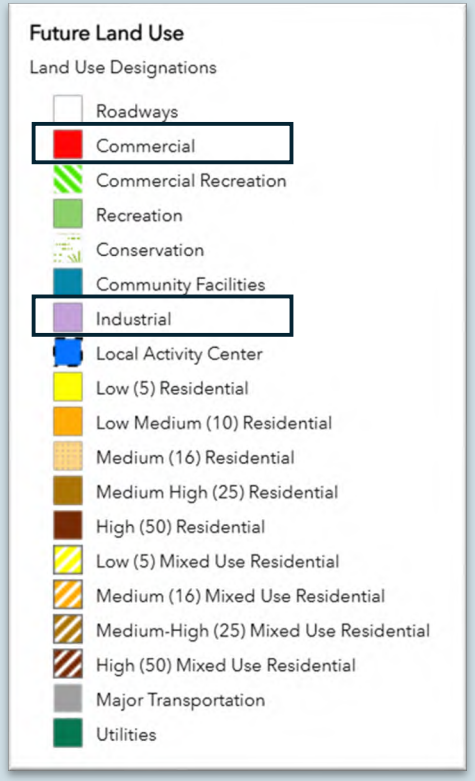
Land Use

CURRENT: Commercial

PROPOSED: Industrial



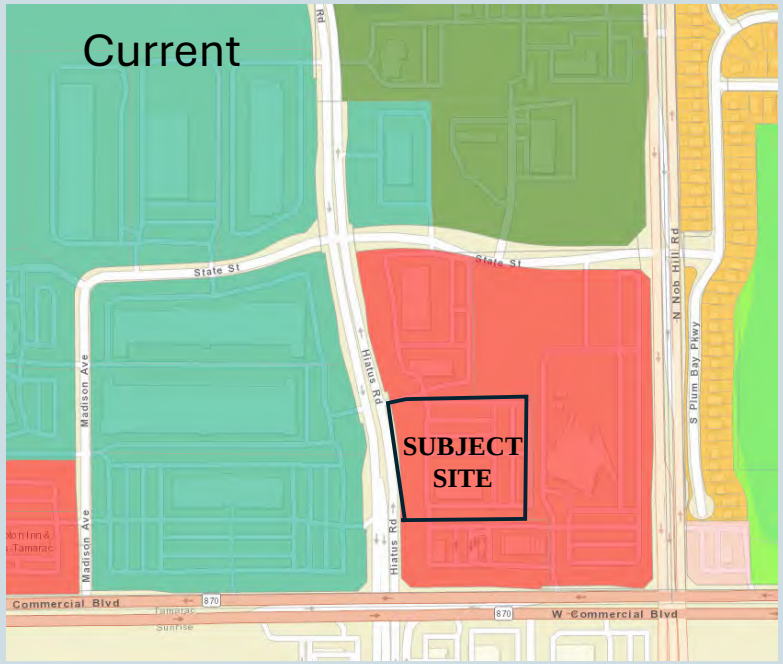


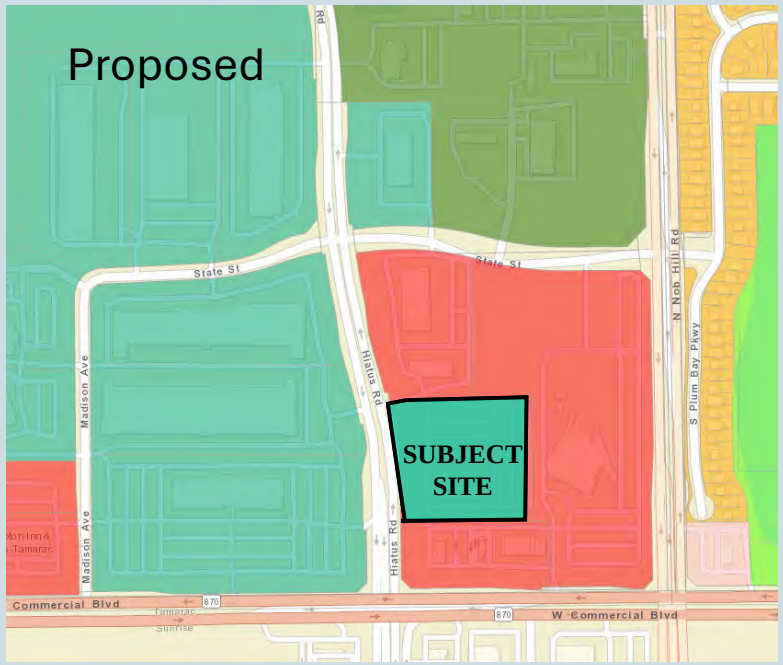


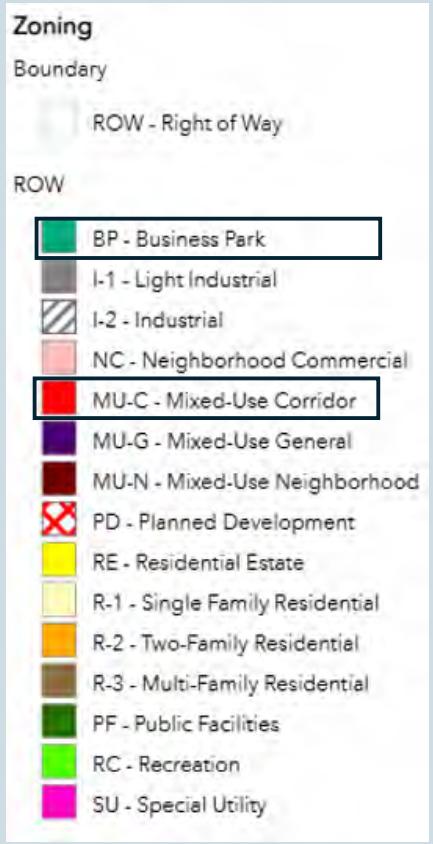
Zoning

CURRENT:
Mixed Use Commercial (MU-C)

PROPOSED:
Business Park (BP)







Site Plan

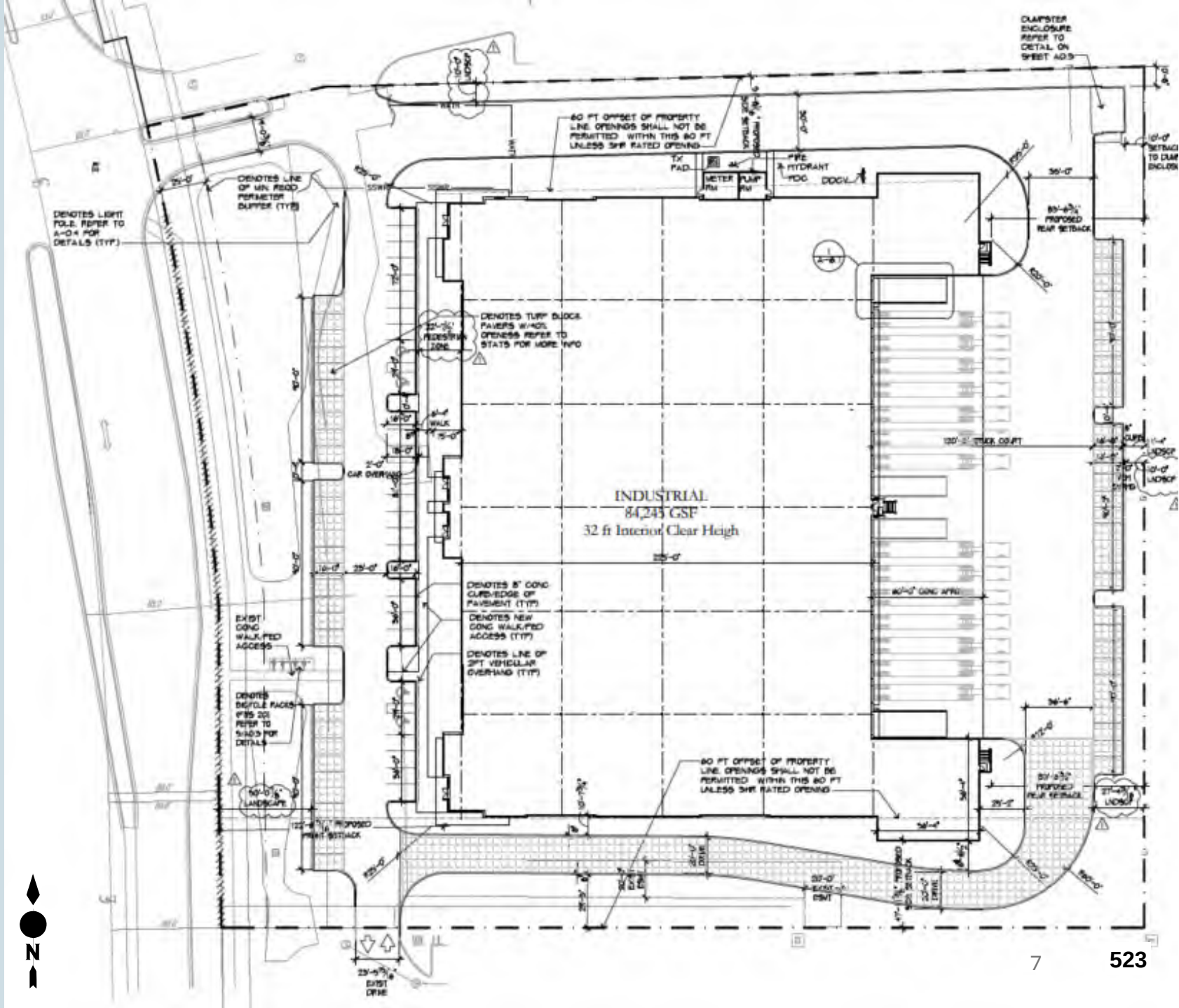
Gross Building Area:	84,245.00 sf

MAX BLDG HEIGHT ALLOWED : 50 FEET
MAX BLDG HEIGHT PROPOSED: 45'-3"

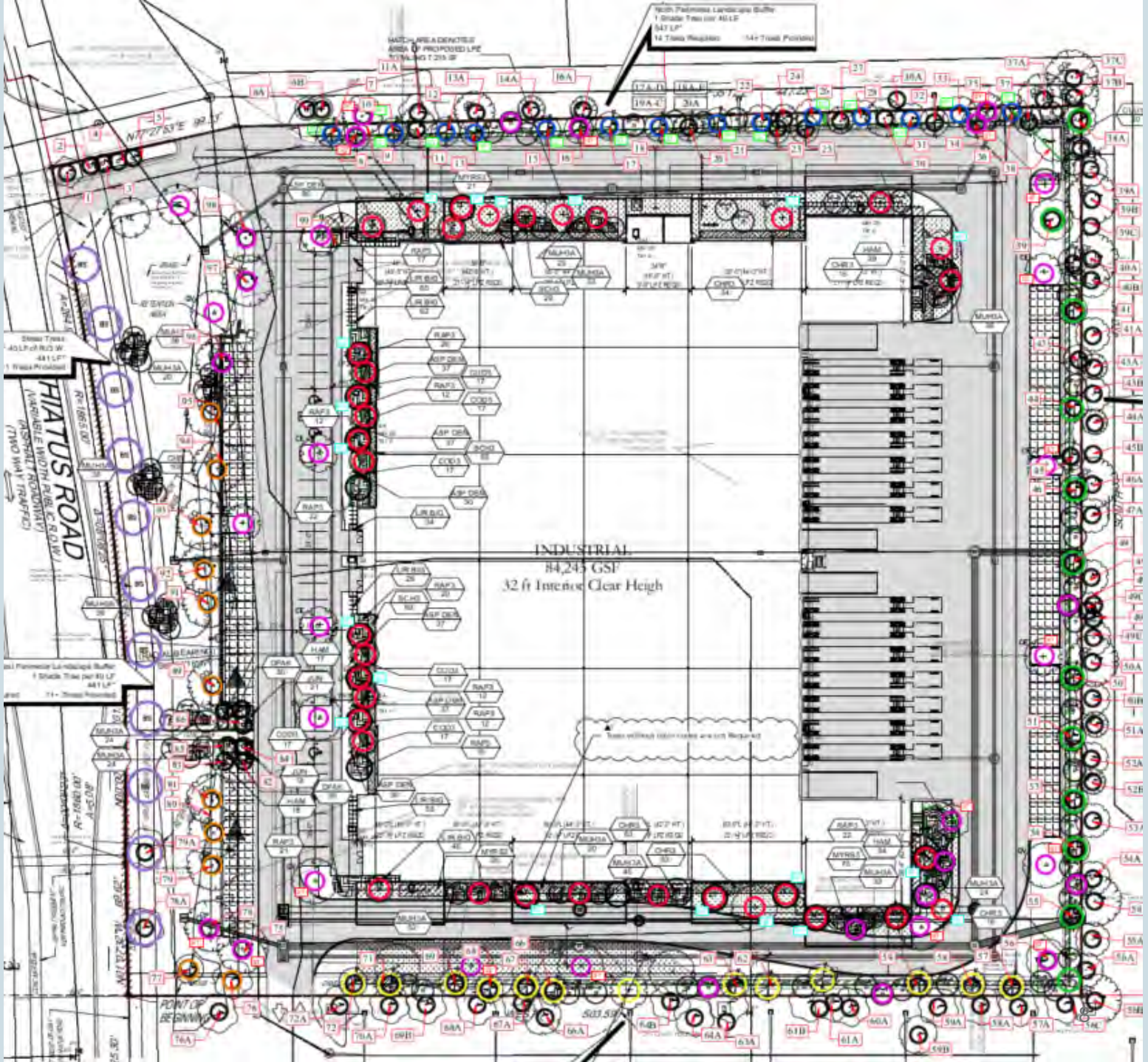
SETBACKS	REQUIRED	PROVIDED
FRONT (WEST)	25 feet	122'-6" Min
SIDE (NORTH)	10 feet	50'- 7 5/16 " Min
SIDE (SOUTH)	10 feet	47'-11 3/8 " Min.
REAR (EAST)	10 feet	82'- 5 3/4 " Min.

PARKING STALLS	REQUIRED	PROVIDED
Standard (9' x 16' w/2' overhang)	83	85
Handicap (12' x 16' w/2' overhang)	4	4
TOTAL PARKING	87	89

TOTAL LOADING PROVIDED = 18 (13' x 60')
(Including 2 Loading Ramps)



Landscape Plan



Landscape Plan

LANDSCAPE REQUIREMENTS:

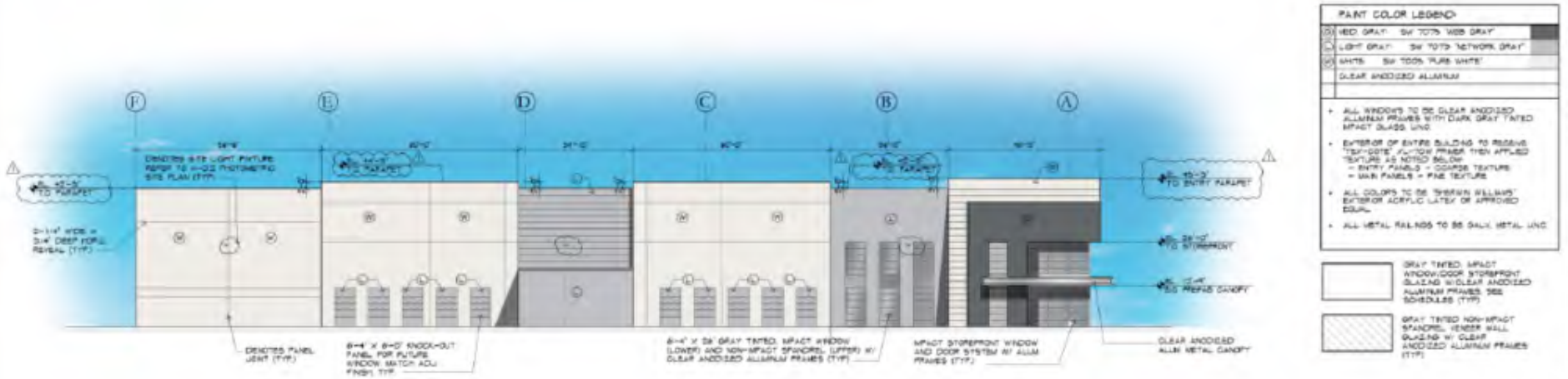
INCLUDES ALL EXISTING & PROPOSED

10-4.4 CITY OF TAMARAC LDC	REQUIRED : MU-C ZONING (w/ one main public row frontage)	PROVIDED	COLOR CODE
WEST PERIMETER LANDSCAPE BUFFER 441 L.F. - HIATUS ROAD R.O.W.	1 SHADE TREE/40 LF 441 LF / 40 = 11 **11 TREES REQUIRED**	**11+ TREES**	
SOUTH PERIMETER LANDSCAPE BUFFER 503.59 L.F. - ADJ RETAIL MU-C	3 TREES (1 SHADE) TREE/40 LF 503 LF / 40 = 12.5 X 3 **37.5 = 38 TREES**	**38+ TREES**	
NORTH PERIMETER LANDSCAPE BUFFER 546.56 L.F. - ADJ OFFICE MU-C	1 SHADE TREE/40 LF 546.56 LF / 40 = 13.7 **14 TREES**	**14 TREES**	
EAST PERIMETER LANDSCAPE BUFFER 470.44 L.F. - ADJ CHURCH MU-C	1 SHADE TREE/40 LF 470.44 LF / 40 = 11.8 **12 TREES**	**12+ TREES**	
INTERIOR - PERVIOUS (GREEN AREA) 71,568.95 S.F. PERVIOUS GREEN AREA PROVIDED	1 SHADE TREE / 2,000 SF OF PERVIOUS AREA (50% SHADE TREES) 71,568.95 / 2000 = **35.78 (36) TREES** (with 18+ being SHADE TREES) (INCLUDES THE SHADED SIDEWALKS - 1 TREE PER 30 L.F. FOR 50% OF WALKS ADJ. TO FOUNDATION FACING STREETS & VUA'S. (NIC TRUCK BAYS) SEE PLAN FOR BREAKDOWN OF AREAS FOR THE REQUIRED SHADED WALKS 5 SHRUBS / 2,000 SF OF PERVIOUS AREA 71,568.95 / 2000 = 32 x 5 = **160 SHRUBS** (interior area)	**36 TREES** *(18SHADE)* *(of 2 being Palms)* **160+SHRUBS**	
PEDESTRIAN ZONES : BUILDING 1 WEST FACADE - 365 L.F. BUILDING 1 NORTH FACADE - 293 L.F. BUILDING 1 EAST FACADE (north side) - 113 L.F. BUILDING 1 SOUTH FACADE - 293 L.F.	1 TREE / 30 L.F. OF FACADE = XX **TREES** TOTAL (with 50% being shade) 365 / 30 = 12 TREES 293 / 30 = 10 TREES 113 / 30 = 3.7 (4) TREES 293 / 30 = 10 TREES	**44 TREES** 12 TREES 10 TREES 12 TREES 10 TREES	
STREET TREES : HIATUS ROAD - 441 L.F.	1 SHADE TREE / 40 L.F. OF R.O.W. = **11 SHADE TREES** TOTAL	**11 SHADE TREES**	
OVERALL TOTAL TREE CALCULATION SHADE TREES NATIVE USE OF PALMS	**209 TOTAL TREES REQUIRED** (site & street trees) MINIMUM AS PER LISTED ABOVE ABOVE = 105 TREES TO BE SHADE 50 % MINIMUM OF REQUIRED = 105 TREES TO BE NATIVE 20 % MAXIMUM OF REQUIRED = 27 MAX. 42 OF PALMS TO USE	**152+TREES PROVIDED** (98 shade/ canopy trees) (9 palms @ 1:1 = 9) (37 small trees) (42 palms @ 3:1 = 14) 33 SHADE (70 %) (3 being Royal Palms) 126 NATIVE (94 %) (124+ trees) (12 palms) of the 128 total # of trees & palms 100 PALMS (15 %)	
VEHICULAR USE AREA - INTERIOR LANDSCAPE SQUARE FOOT CALCULATIONS	15 % MINIMUM INTERIOR LANDSCAPING REQUIRED WITHIN VUA (71,568.95 SF OF VUA X 15% = 10,735 SF)	40,768.32 SF PROVIDED 2864 SF OF PARKING ISLANDS 10,000 + SF OF ADDITIONAL GREEN	

Elevations

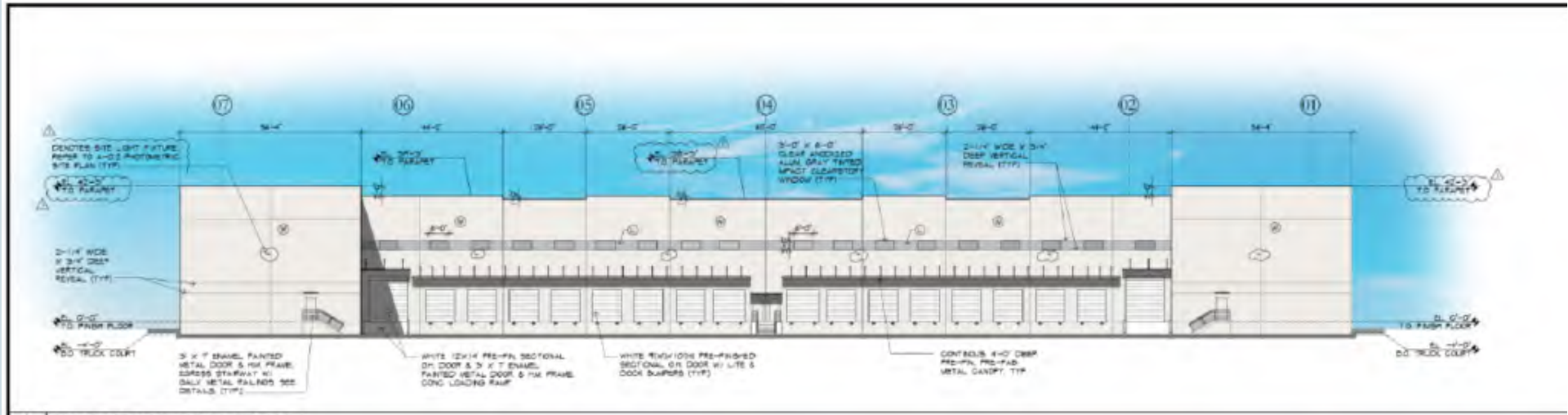


WEST ELEVATION

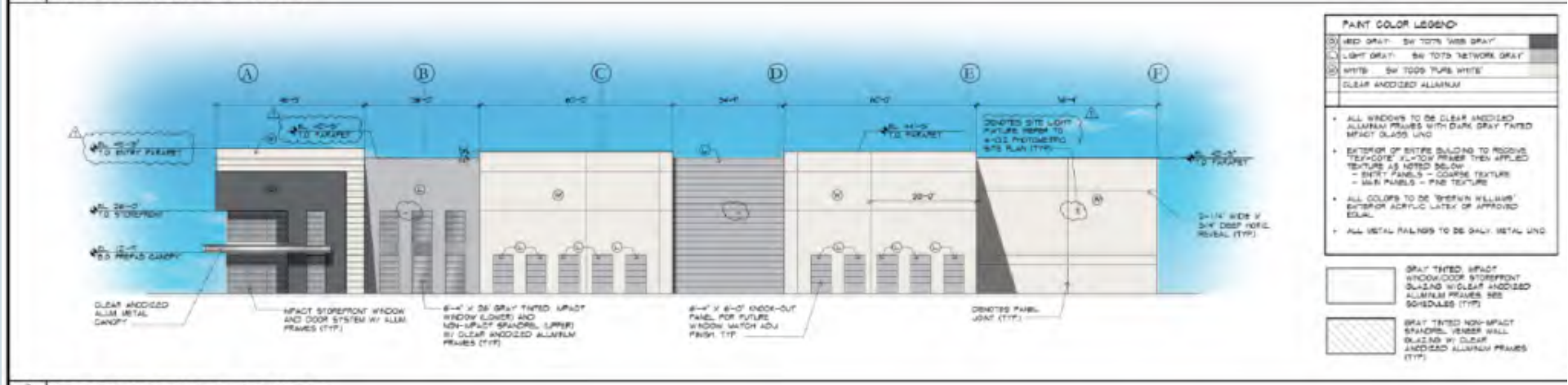


NORTH ELEVATION

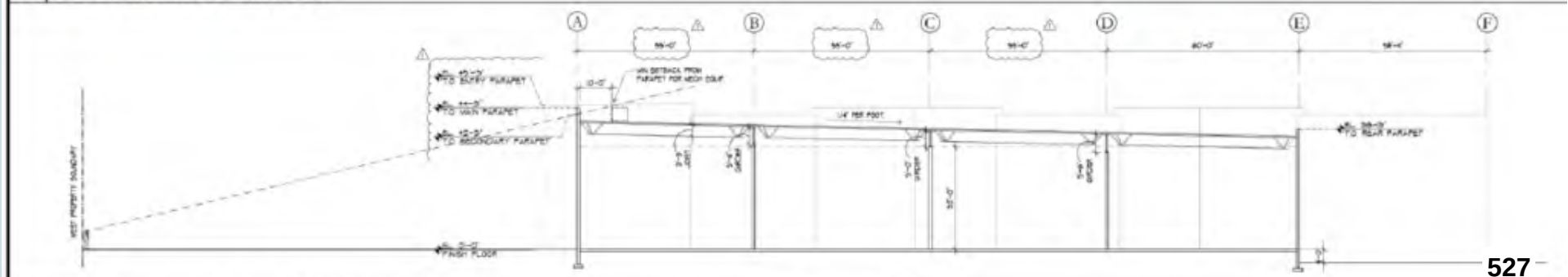
Elevations



1 WEST ELEVATION



2 SOUTH ELEVATION



3 WEST -EAST BUILDING SECTION

Renderings



NORTH WEST PERSPECTIVE VIEW



WEST PERSPECTIVE VIEW

Administrative Adjustment
Landscape Pedestrian Zone (LPZ)

REQUIRED:

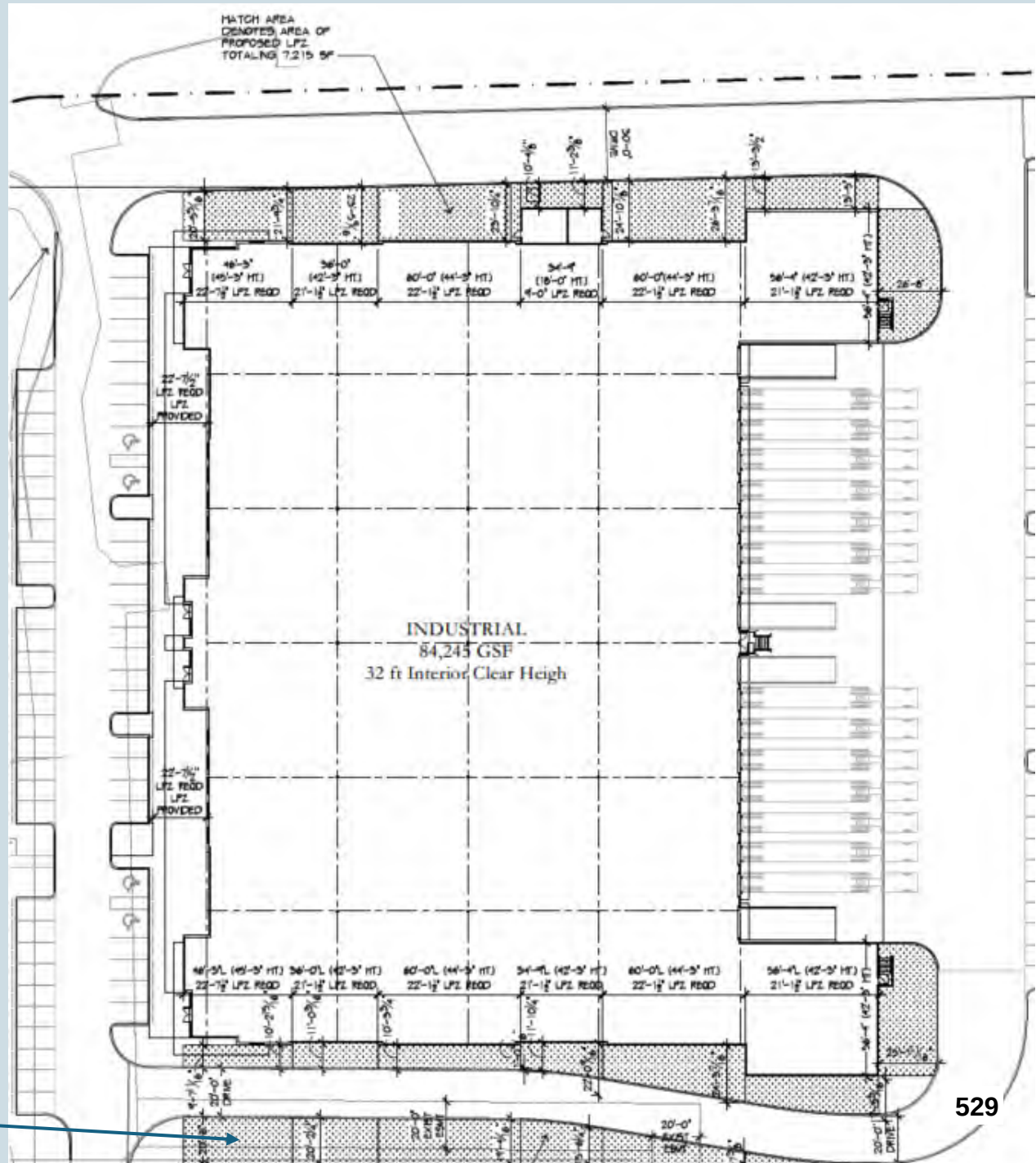
The City's Land Development Code Sec. 10-4.4(L)(4)(c)(i) states for buildings with heights up to and including 60 feet, the landscape zone width shall equal 50 percent of the building height or ten feet, whichever is greater.

PROPOSED

The proposed building varies in height. Required LPZ width varies between 9'-0" and 22'-7.5". Despite localized reductions on width, the total square footage of proposed LPZ area exceeds minimum required:

	Min. LPZ Area Required	LPZ Area Proposed	Net Area Difference (+/-)
N/NE Façade	7,154 SF	7,215 SF	+61 sf
S/SE Façade	7,576 SF	9,554 SF	+1,978 sf
Total	14,730 SF	16,769 SF	+2,039 SF (14%)

- *LPZ area is met on west and east.*
- *Portion of LPZ area is proposed on south side of south drive due to existing easement.*



CONTACT

Applicant

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Dennis.Mele@gmlaw.com

Malcolm Butters
Butters Construction & Development
6820 Lyons Technology Circle #100
Coconut Creek, FL 33073
T: (954) 312-2432
MSButters@Butters.com



NORTH WEST PERSPECTIVE VIEW

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This form should be included as backup to the agenda item for ordinances and must be posted on the City's website by the time notice of the proposed ordinance is published.

Business Impact Estimate

Ordinance title/reference: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAMARAC REFERENCED IN SECTION 10-2.1(B) OF CHAPTER 10 OF THE CITY OF TAMARAC CODE OF ORDINANCES FOR APPROXIMATELY 5.5 ACRES OF LAND SITUATED, LYING, AND BEING IN BROWARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED IN EXHIBIT "A", FROM THE CURRENT MU-C (MIXED-USE CORIDOR) ZONING CLASSIFICATION TO THE PROPOSED BP (BUSINESS PARK) ZONING CLASSIFICATION, FOR THE SUBJECT PROPERTY LOCATED ON THE EAST SIDE OF N HIATUS ROAD, NORTH OF W COMMERCIAL BOULEVARD, SHOWN IN EXHIBIT "B" AT 5600 N HIATUS ROAD TO ALLOW FOR THE PROPOSED INDUSTRIAL WAREHOUSE FACILITY AND PROVIDE CONSISTENCY WITH THE LAND DEVELOPMENT CODE IN ACCORDANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN OF THE CITY OF TAMARAC; (CASE NO. 8-Z-25); PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank:

☐ The ordinance is required for compliance with federal or state law or regulation;

☐ The ordinance relates to the issuance or refinancing of debt;

☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

☐ The ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The ordinance is enacted to implement the following:

a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

TAMARAC
The City For Your Life

Business Impact Estimate

b. Sections 190.005 and 190.046, regarding community development districts;
c. Section 553.73, relating to the Florida Building Code; or
d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any):