CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING

Commission Chambers
Monday, June 10, 2024
7:00 PM

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE: **Commissioner Kicia Daniel**

1. CITY ATTORNEY REPORT

2. CITY MANAGER REPORT

2.a Proclamation to Vida Kalhor & Inspire Life with Gratitude
Requested by Commissioner Elvin Villalobos

2.b Proclamation - Celebrating Juneteenth
Requested by Mayor Michelle J. Gomez

2.c Caribbean American Heritage Month Proclamation
Requested by Mayor Michelle J. Gomez

2.d LGBTQ Pride Month Proclamation
Requested by Mayor Michelle J. Gomez

3. PUBLIC PARTICIPATION

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

Members of the public wishing to provide comments to the City Commission, on any matter, including items on the agenda, may submit their comments via email to cityclerk@tamarac.org. 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, the City will not read publicly any emails.

Announcement of Time Allocations-Motions to Table
The Chair, at this time, will announce those items have been given a specific time to be heard, and will entertain motions from the Commission members to table those items that require research. The Commission may agendize by majority consent matters of an urgent nature which have come the Commission's attention after publication.

4. 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 2003-15, Sec. 4.5, the item(s) will be removed from the Consent Agenda and will be considered individually.

4.a Approval of the April 10, 2024 Regular Commission Meeting Minutes.

4.b Approval of the May 6, 2024 Commission Workshop Minutes.

4.c Approval of the May 8, 2024, Regular Commission Meeting Minutes.

4.d TR14125 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding RFP No. 24-04R and authorizing the City Manager or Designee to enter into Agreements with Ashbritt, Inc. and Ceres Environmental Services Inc. for Disaster Debris Removal Services based on established contract fixed unit prices; authorizing proper city officials to execute contract renewals, including annual price escalation / de-escalation per RFP No. 24-04R; authorizing the City Manager or Designee to approve assignments and other amendments to the Agreements; providing for conflicts; providing for severability; and providing for an effective date.

4.e TR14126 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding RFP No. 24-05R and authorizing the City Manager or Designee to enter into an Agreement with Tetra Tech, Inc. for Disaster Recovery Management Services based on established contract fixed unit prices; authorizing proper city officials to execute contract renewals, including annual price escalation / de-escalation per RFP No. 24-05R; authorizing the City Manager or Designee to approve assignments and other amendments to the Agreements; providing for conflicts; providing for severability; and providing for an effective date.

4.f TR14127 - A Resolution of the City Commission of the City of Tamarac, Florida, approving a five-year extension of the Interlocal Agreement between the City of Fort Lauderdale and the City of Tamarac for the sale of potable water from an existing interconnection, effective from October 18, 2024, through October 17, 2029, unless terminated early per the conditions of the extension; authorizing expenditures for potable water purchase, not to exceed the annual amount budgeted for said purpose; authorizing the appropriate city officials to administer the agreement; providing for conflicts; providing for severability; and providing for an effective date.

4.g
TR14129 - A Resolution of the City Commission of the City of Tamarac, Florida, confirming Omar Jirau and Steven Korte as Firefighter Elected Trustees of the Firefighters pension board serving a four-year term each ending May 17, 2028; providing for conflicts; providing for severability; and providing for an effective date.

5. REGULAR AGENDA

6. ORDINANCE(S) - FIRST READING

6.a TO2558 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 8, entitled Flood Prevention and Protection, Article, I, entitled Administration, Division 2, entitled Applicability, specifically Section 8-9 entitled Basis for establishing flood hazard areas and Article II, entitled definitions, Division 2 entitled Definitions, at Section 8-47, entitled Definitions as used in this chapter, specifically the term market value, of the City of Tamarac Code of Ordinances, to update the date of the flood insurance study and flood insurance rate maps; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.

7. ORDINANCE(S) - SECOND READING

8. PUBLIC HEARING(S)

9. QUASI-JUDICIAL HEARING(S)

9.a TBO89 - Board Order approving/denying Special Exception application to allow for a Sanitation Company and Waste Hauler use in an I-2 (Industrial) zoning district pursuant to Section 10-3.2, Table of Allowed Uses, Code of Ordinances, at 2890 NW 55 Court, Tamarac, Florida 33309.

9.b TR14121 - A Resolution of the City Commission of the City of Tamarac, Florida, granting site plan approval (major) with conditions to allow for the redevelopment of the Woodlands Recreation Pod for a proposed eight thousand three hundred thirty-five (8,335) square foot clubhouse building with outdoor covered patio, pool, tot lot, two (2) tennis courts, and two (2) paddle courts; for the property located at 4600 Woodlands Boulevard, Tamarac, Florida, (Case No. 10-SP-23); providing for conflicts; providing for severability; and providing for an effective date.
This item has been deferred to the July 10, 2024 Commission Meeting.

10. OTHER

10.a Discussion and Direction to city staff on enforcing Section 6-156 (b) (2) of the Tamarac Procurement Code.
Requested by Commissioner Elvin Villalobos

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 of the need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service by dialing 7-1-1.

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	June 10, 2024
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Proclamation to Vida Kalhor & Inspire Life with Gratitude *Requested by Commissioner Elvin Villalobos*

ATTACHMENTS:
Proclamation Vida Kalhor.pdf

THE CITY OF TAMARAC, FLORIDA

Proclamation

Requested by Commissioner Elvin Villalobos

WHEREAS *Vida Kalhor was born on June 23rd, 1983, in Tehran, Iran, and experienced the horrible realities of the Iran-Iraq War during her formative years, alongside her mother, Homa, her father, Masoud, and her younger sister, Neda; and*

WHEREAS it was *a conflict that prompted her family's desperate flight to Germany in pursuit of asylum due to the escalating dangers engulfing their homeland, being that her mother, who was part of the Iran military, was denied her retirement from the army; and*

WHEREAS *following a period marked by discrimination and adversity in Germany, where they even had their house burned multiple times, they ultimately resettled in the United States in 1994, although not without problems, to then move to Tamarac a year later, becoming their cherished haven, offering refuge and hope amidst the uncertainties of a new beginning in a foreign land; and*

WHEREAS *she was galvanized by the challenges she confronted during her upbringing, Vida thus wholeheartedly committed herself to community service, founding the transformative initiative "Inspire Life with Gratitude," which serves as a beacon of empowerment, fostering personal growth and catalyzing positive change within individuals and communities alike; and*

WHEREAS *her visionary leadership extends to pioneering events such as "The Gratitude Walk Event" and "Family Fun Night," with her business partner Marcela Florenco, endeavors aimed at not only cultivating a culture of appreciation and connectedness but also providing vital support to local small businesses, recognizing their indispensable role as the lifeblood of vibrant communities; and*

WHEREAS *Vida's illustrious career trajectory spans diverse fields, including her notable achievements of a bachelor's in health services administration, and her invaluable roles as a certified Life and Business Coach, certified Interventionist, and an Ordained Chaplain, underscoring her multifaceted dedication to holistic well-being and spiritual guidance; and*

WHEREAS *her proudest milestones, include the joy of motherhood with her son Amar'e, the impactful endeavors of her nonprofit organization, and her sacred calling as a Chaplain, propel her forward with unwavering resolve, inspiring her to envision a future where her community thrives, small businesses flourish; and*

WHEREAS *her future goals include hard work towards the creation of a good and united community, and offering support where she sees the need, but to mainly empower and help the small businesses in her community through her coaching; and*

NOW THEREFORE*, on behalf of the City of Tamarac, Broward County, Florida, we hereby proclaim that Vida Kalhor embodies the spirit of:*

"An Exemplar of Strength, Grace, and Remarkable Resilience"

Elvin Villalobos, 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 May 22nd, 2024.*

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	June 10, 2024
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Proclamation - Celebrating Juneteenth *Requested by Mayor Michelle J. Gomez*

ATTACHMENTS:
2024 Juneteenth_v1.pdf

Proclamation

Requested by Mayor Michelle J. Gómez

***WHEREAS**, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and*

***WHEREAS**, news about the signing of the Emancipation Proclamation was delayed some two-and-one-half years, to June 19, 1865, in reaching authorities and African Americans in the South and Southwestern United States; and*

***WHEREAS**, on this date in Galveston, Texas, General Gordon Granger officially read General Order Number 3, establishing emancipation; and*

***WHEREAS**, combining the words "June" and "19th" for Juneteenth commemorates this special day celebrating the anniversary of African Americans being freed from slavery in the United States; and*

***WHEREAS**, over the past 159 years, Juneteenth observances have continued to grow locally and nationally to celebrate African American freedom, culture, and achievements; and*

***WHEREAS**, we celebrate the history and heritage of the African American community, which is well documented and deeply imbedded in education, medicine, science, arts, music, dance, architecture, drama, athletics, engineering, and more, and benefits all races; and*

***NOW, THEREFORE**, I, Michelle J. Gomez, Mayor of the City of Tamarac, Florida, do hereby celebrate June 19, 2024, and every June 19th each year thereafter, as*

"JUNETEENTH"

in the City of Tamarac, Florida, and urge all citizens to become more aware of the significance of this extremely important date in history, and honor the heritage of our country, as we join together as one community.

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 10th day of June, 2024.*

Michelle J. Gómez

Michelle J. Gómez, Mayor

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	June 10, 2024
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	Caribbean American Heritage Month Proclamation *Requested by Mayor Michelle J. Gomez*

ATTACHMENTS:
2024 Caribbean-American Heritage Month_v1.pdf

THE CITY OF TAMARAC, FLORIDA

Proclamation

Requested by Mayor Michelle J. Gómez

WHEREAS, *Caribbean Americans have made countless contributions to the fabric of our Nation; and*

WHEREAS, *Caribbean Americans have enhanced and advanced many aspects of our society for generations through their skills, knowledge, innovation, and initiative, and have become leaders in government, sports, science, entertainment, the arts, and many other fields; and*

WHEREAS, *prominent Caribbean Americans have included Alexander Hamilton, our nation's first Secretary of the Treasury; Colin Powell, former U.S. Secretary of State; W.E.B. Dubois, co-founder of the NAACP; and Harry Belafonte and Sidney Poitier, celebrated artists and civil rights activists; and*

WHEREAS, *during the month of June we also honor the friendship between the United States and the countries of the Caribbean, and celebrate the 4.5 million Caribbean Americans sharing their vibrant culture and heritage with us across the nation, and especially in Tamarac; and*

WHEREAS, *we appreciate the members of the Caribbean American community who have selected Tamarac to call home, to live, work, open a business and play in, and*

NOW, THEREFORE, *I, Michelle J. Gómez, Mayor of the City of Tamarac, Broward County, Florida, on behalf of the City Commission, hereby encourage all residents and citizens to learn about the history of Caribbean Americans and their contributions to our community, and to shop locally at their businesses, and proclaim the month of June 2024 in the City of Tamarac as:*

"CARIBBEAN AMERICAN HERITAGE MONTH"

IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 10th day of June, 2024.*

Michelle J. Gómez
Michelle J. Gómez, Mayor

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	June 10, 2024
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Proclamation
AGENDA SECTION:	**CITY MANAGER REPORT**
TITLE:	LGBTQ Pride Month Proclamation *Requested by Mayor Michelle J. Gomez*

ATTACHMENTS:
2024 LGBTQ Pride Month_v1.pdf

THE CITY OF TAMARAC, FLORIDA

Proclamation

Requested by Mayor Michelle J. Gómez

***WHEREAS**, our nation was founded on the principle of equal rights for all people, but the fulfillment of this promise has been long in coming for many Americans. Some of the most inspiring moments in our history have arisen from the various civil rights movements that have brought one group after another from the margins to the mainstream of American society; and*

***WHEREAS**, in the movement toward equal rights for lesbian, gay, bisexual, transgender and queer (LGBTQ+) people, a historic turning point occurred on June 28, 1969, in New York City, with the onset of the Stonewall Riots. During these riots, LGBTQ+ citizens rose up and fought against the discriminatory criminal laws that have since been declared unconstitutional; and*

***WHEREAS**, the celebration of Pride Month is important as it marks the start of huge change within the LGBTQ+ community, as well as wider societal implications. Although attitudes and injustice unfortunately remain, by continuing in this tradition we continue to raise awareness, improve the attitudes of society, and encourage inclusiveness; and*

***WHEREAS**, Tamarac Fire Rescue has joined numerous other public safety agencies participating with the Broward Multi-Agency Pride Coalition; and*

***WHEREAS**, the City of Tamarac and Tamarac Fire Rescue accepts and welcomes everyone of all backgrounds, beliefs, identities, and preferences, and believes an inclusive population leads to a more vibrant community; and*

***WHEREAS**, the lesbian, gay, bisexual, transgender and queer (LGBTQ+) communities contribute to the cultural, civic, and economic successes of the City of Tamarac; and*

***NOW THEREFORE**, I, Michelle J. Gómez, on behalf of the City Commission of the City of Tamarac, Broward County, Florida, do hereby proclaim June 2024 as*

"LGBTQ+ PRIDE MONTH"

*in the City of Tamarac, joining hands with the LGBTQ+ community to celebrate **love** and the 54th anniversary of annual LGBTQ+ and Pride traditions.*

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tamarac to be affixed this 10th day of June 2024.*

Michelle J. Gómez

Michelle J. Gómez, Mayor

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CITY COMMISSION AGENDA ITEM REPORT

DATE:	June 10, 2024
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Other
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval of the April 10, 2024 Regular Commission Meeting Minutes.

ATTACHMENTS:
041024 COT-CC Regular Meeting Draft Minutes.pdf

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REGULAR CITY COMMISSION MEETING MINUTES
WEDNESDAY, APRIL 10, 2024
7:00 PM
COMMISSION CHAMBERS

CALL TO ORDER

Mayor Michelle J. Gomez called the Wednesday, April 10, 2024, City Commission meeting, being held in Commission Chambers, to order at 7:07 p.m.

ROLL CALL

Present were Mayor Michelle J. Gomez, Vice Mayor Morey Wright Jr., Commissioner Marlon D. Bolton, Commissioner Kicia Daniel, and Commissioner Elvin Villalobos.

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

PLEDGE OF ALLEGIANCE

Commissioner Kicia Daniel led the Pledge of Allegiance and moment of silence.

1. CITY ATTORNEY REPORT

City Attorney Ottinot advised that settlement is close in the case of Woodland Country Club versus City of Tamarac.

2. CITY MANAGER REPORT

2.a. 2024 State of the City Address by Mayor Michelle J. Gomez

Mayor Gomez made a presentation which is on file in the City Clerk's Office.

Mayor Gomez noted State Senator Rosalind Osgood, District 32, was also present but would not be presenting.

Item 2.c. was heard prior to Item 2.b.

2.b. 2024 Legislative Update by State Representative Dan Daley, District 96

State Representative Dan Daley made a presentation updating on the 2024 legislative session. He noted the tireless work of his colleagues. He provided a brief overview of his policy objectives, pointing out the importance of building relationships across the aisle. He discussed legislation he had been able to pass, including giving County Court judges the opportunity to get misdemeanor offenders outpatient mental health treatment and expanded payments for healthcare providers under Workers Compensation. He noted a request that Congress

reevaluate the Florida National Guard to address issues with underfunding and understaffing of the program had passed.

State Representative Daley noted the Tamarac Park Safety Health Enhancements project was fully funded in the budget. He expressed frustration that property insurance was not touched on during this session and stated this is the number one (1) issue he hears about. He highlighted his team briefly and encouraged residents to reach out.

Broward County Commissioner Robert McKinzie introduced himself and shared that he was present to work with the Mayor and Commission on their vision for the City of Tamarac.

2.c. 2024 Legislative Update by State Representative Lisa Dunkley, District 97

State Representative Lisa Dunkley made a presentation updating on the 2024 legislative session. She recognized the elected officials and residents of Tamarac and highlighted the amazing things she sees happening as the City grows. She discussed her committee appointments and noted appropriations she had been asked to carry through the session, including traffic and pedestrian safety improvements ($716,533) at 94th Avenue near Millenium Middle School, and canal improvements in the Tamarac Stormwater Management Area ($451,081). She stated that with the efforts of Senator Osgood and herself, both projects were in the budget, and highlighted the importance of building relationships.

State Representative Dunkley commented that she was grateful this session for the hard work of Senator Osgood in helping her to pass the Career-Themed Education Course of Middle Schoolers bill and the Purple Star Campus bill. She reviewed legislation that had been less successful and items she had co-sponsored to take care of Veterans in the State and commented on increased VPK funding. She invited residents to the food distribution scheduled for Saturday.

Mayor Gomez called for a recess at 8:15 p.m.

Mayor Gomez called the meeting to order at 8:39 p.m.

2.d. Child Abuse Prevention Month Proclamation (add-on item)

Mayor Gomez read the proclamation in recognition of Autism Acceptance Month and presented it to Ken King and Tracy Graham from the Children's Services Council.

2.e. Autism Acceptance Month Proclamation

Mayor Gomez read the proclamation in recognition of Autism Acceptance Month and presented it to Fire Chief Mike Annese, Fire Lieutenant Stephen McLaughlin, Firefighter Christopher Rodriguez-Jaile, and their families.

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2.f. Investment Report – February 2024

Assistant City Manager and Community Development Director Maxine Calloway made a presentation which is on file in the City Clerk's Office.

3. PUBLIC PARTICIPATION

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

1) Michael Rivera, 9610 NW 65th Street, spoke regarding Item 10.a. He expressed concern with turning the golf course into a driving range, asserting the thought of 100-foot nets towering over his backyard was unsettling, and a restaurant or bar would only amplify the problem and interrupt the peace residents currently enjoy. He stated Colony West was purchased to preserve green space and asserted there would be an associated reduction in property values and revenue to the City.

2) Mark Goggin, 4903 NW 26th Way, spoke regarding Item 4.e. He stated AT&T had installed fiber throughout his neighborhood, and reimbursement for $23,000 in damage to the irrigation system is still being sought. He noted the Commission should be aware that AT&T was not doing what they said they would do.

3) Ron Wasserman, 8577 J Drive, stated colon cancer and breast cancer are survivable, and asked that people not let cancer screenings wait. He thanked the Commission for bringing forward the support of community members experiencing autism and highlighted the importance of child abuse prevention.

4) Tunde Aina, 9772 N Grand Duke Circle, spoke regarding Item 10.a. He read a statement which asserted a driving range, parking lot, and restaurant would diminish the aesthetic of the community. He stated a driving range would generate noise and disrupt the quiet enjoyment of the surrounding neighborhood and potentially impact property values. He asked that alternative plans be considered.

5) Peter Mason, Coral Springs, shared that he was excited to hear about new businesses and new jobs coming to Tamarac. He highlighted the Tamarac North Lauderdale Chamber of Commerce annual event, Health, Wealth, and Small Business Expo from 4 p.m. to 7 p.m. on April 18 at the Tamarac Community Center.

6) William Goffinet, 5106 Bayberry Lane, commented on arsenic remediation and reductions in the Brownfield Act of 2015. He stated arsenic can into people's homes if not remediated and asserted there is no longer a way to remove arsenic safely. He stated the developers were not planning to remove arsenic on the Woodlands property.

7) Dr. Kate Johnson, Mainlands 4, expressed her appreciation for Tamarac University, commented on how she has enjoyed the process, and thanked each and every outstanding employee working for the City. She commented on the discussion of the Vice Mayor position at the April 8 workshop and stated she did not understand why it

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kept coming up. She referenced the impact fund from the Woodlands developer and stated there should be more allocated to cleaning up homes in the Woodlands following the construction, as well as consideration of the impact on access to Mainlands.

8) Ilene Lieberman Michelson, 4809 Woodlands Boulevard, stated she was fascinated to learn in the Tamagram that the City has equipment to clean the streets, which goes through the community at least once a month. She shared images of signs and utility boxes taken in August and stated the conditions still exist exactly as shown when they should have been reported. She urged the Commission to direct staff to go through the Woodlands and fix these issues. She shared briefly regarding her son's autism journey and encouraged early therapy.

   Mayor Gomez highlighted the See, Click, Fix program and asked Ms. Michelson to report the issues she had identified.

9) Paula Andrea Pritchard, 9803 North Grand Duke Circle, spoke regarding Item 10.a. She shared her concern with development that would change the nature of Colony West Golf Club, and stated the idea of a Top Golf on the back of her house fills her with deep apprehension and worry. She stated concept one (1) would protect the integrity and value of the neighborhoods and homes surrounding the green space and asked the Commission to reconsider their position on the matter.

10) Todd Pritchard, 9803 North Grand Duke Circle, stated residents had been made aware of the possible development of the Colony West Golf Course in June 2023, and Vice Mayor Wright had been passionately on the residents' side since the beginning. He advocated preserving the beauty and integrity of the existing golf course and stated the elected officials had a duty to listen to the calls to protect the green space. He stated the neighborhood does not want to live with noise or pollution and needs support for concept one (1).

11) Lyn Pierce, 9810 NW 67th Court, stated this was the second time the residents have lined up to say they want to leave the golf course alone. She stated the City takes good care of the course and the residents enjoy it.

12) Barbara Tschimpke, 9803 NW 67th Court, stated she recently learned of the proposal for the golf course and saw bulldozers ripping out foliage. She stated new buildings are not needed and noted there is a school zone nearby that already makes traffic congested. She asserted the promises of Tamarac Village never happened, so whatever is proposed for the golf course would probably be a disappointment, as well. She asked that the golf course be left as it is, though a bathroom would be handy.

    Mayor Gomez clarified that she and Vice Mayor Wright had been asked at a meeting to do something about the trash, so that was what equipment was there for. She stated there are not new buildings being constructed.

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13) Angela Girardi, 9724 NW 65th Street, asserted there had been a meeting regarding development of the golf course last year and at the end, it had been decided the agreement had been to preserve the space for golf. She stated the same situations were being brought up again and again, and the residents want to live in peace.

14) Della Steinberry, Plum Bay, stated she understands the Commissioners have a job to do, but the residents make the City and should be considered a high priority.

15) Michael Henderson, 4709 Woodlands Boulevard, asked for an update on the dilapidated structure at Shaker Village and commented on issues with the condition of the property at 4902 Woodlands Boulevard, noting property values were affected.

Additional public comments were received via email and are on file in the City Clerk's Office.

4. CONSENT AGENDA

Moved by Mayor Gomez; seconded by Vice Mayor Wright to approve the Consent Agenda as presented.

Motion Approved: 5-0.

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

4.a. Approval of the February 14, 2024 Regular Commission Meeting Minutes

4.b. Approval of the February 21, 2024 Strategic Planning Workshop Minutes

4.c. Approval of the February 28, 2024 Regular Commission Meeting Minutes

4.d. Approval of the March 11, 2024 Commission Workshop Minutes

4.e. TR13947 - A Resolution of the City Commission of the City of Tamarac, Florida, approving Underground Facilities Conversion Agreements between the City of Tamarac and Florida Power and Light ("FPL"), AT&T and Comcast for the installation of an underground utilities along NW 57th Street from NW 91st Avenue to Pine Island Road, completing the underground utilities for Tamarac Village; authorizing the appropriate city officials to execute said agreements and to take all necessary steps to effectuate the agreements; authorizing an expenditure of a cumulative cost of $522,690.76; a contingency in the amount of 10% or $52,269.08 will be added to the project for a total project budget not to exceed $574,959.84; funding in the amount of $349,500.00 is available in Project Number PW23F; the remainder of the project, in the amount of $225,459.84 is available in Project Number GP14L for Engineering Services for Tamarac Village underground utilities; a budget transfer will be required for proper accounting purposes and will be included in a future budget amendment, per F.S. 166.241(2);

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authorizing the appropriate city officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date.

4.f. TR14103 – A Resolution of the City Commission of the City of Tamarac, Florida, approving the interlocal agreement between the City of Tamarac and the Broward Metropolitan Planning Organization ("BMPO") for transportation planning services, attached hereto as Exhibit "1" and incorporated herein; authorizing and directing the appropriate City Officials to execute all documents necessary to effectuate the intent of this resolution; directing the city clerk to provide a copy of this resolution, along with the executed interlocal agreement to the Broward County Clerk of Courts for recordation; providing for conflicts; providing for severability; and providing for an effective date.

4.g. TR14104 – A Resolution of the City Commission of the City of Tamarac, Florida, authorizing a four-week consecutive period (July 21, 2024 - August 18, 2024) 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.

4.h. TR14105 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing one member to the Supreme Court Justice Ruth Bader Ginsberg Commission on the Status of Women by District 2 Commissioner, to serve a term concurrent with the appointing Commissioner or until such time new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

4.i. TR14100 - A Resolution of the City Commission of the City of Tamarac, authorizing an appropriation of $543,646.51 from the State Law Enforcement Trust Fund (LETF) and an appropriation of $125,534.16 from the Federal Law Enforcement Trust Fund (LETF) for the purchase and installation of Automated License Plate Readers (ALPR); approving the purchase and installation of Vigilant Solutions ALPR from Millenium Products, Inc. at a total cost of $669,180.67 utilizing GSA Contract 334220 / GS-07F0031W; authorizing the City Manager to execute a letter approving the BSO Federal LETF funding request; authorizing the appropriate City Officials to execute associated contract documents; authorizing expenditures from the appropriate accounts; authorizing the appropriate City Officials to approve renewal options; approving additional new purchases from Vetted Security Solutions and Millenium Products, Inc. up to a total of $65,000 each respectively, 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.

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5. REGULAR AGENDA

5.a. TR14102 - Resolution of the City Commission of the City of Tamarac, Florida, Authorizing the City Manager to Implement an Administrative Policy for the Reimbursement of legal fees and costs for City Officials relating to ethics complaints, in substantially the form attached hereto as exhibit "a"; providing the City Manager and the City Attorney with the authority to do all things necessary to effectuate this resolution; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Commissioner Villalobos; seconded by Vice Mayor Wright to adopt Resolution TR14085.

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

Commissioner Villalobos asked what had precipitated the item. City Attorney Ottinot advised it was a matter of good governance to have a clear policy as to reimbursement of attorney fees in cases of ethics complaints. He advised that any City official, not just elected officials, would be covered by the policy, and noted frivolous complaints were not uncommon. City Attorney Ottinot pointed out that allegations go through a process and may be proven or dismissed, so a complaint filed does not mean there was a violation of ethics laws.

Commissioner Villalobos inquired as to whether any members of the Commission had hired private legal counsel for a violation, whether reimbursable or not. City Attorney Ottinot advised the Commissioners would need to be asked directly.

Mayor Gomez asked whether a Regular Meeting was the best format to have a complete conversation on this item, or if it should be placed on a Workshop agenda. City Attorney Ottinot advised this was not a discretionary item, and the standards are clear under the law as to the reimbursement and this would be a policy to match. Discussion continued.

City Attorney Ottinot reiterated that there would be no reimbursement if the investigation resulted in a finding of probable cause.

Commissioner Daniel stated she believed the Commissioners should be covered if they were sued for something they did as a member of the Commission.

The Commissioners each responded to Commissioner Villalobos' inquiry stating they did not have pending ethics complaints.

Moved by Commissioner Villalobos; seconded by Mayor Gomez to table Item 5.a. to a Workshop.

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Motion Failed: 3-2.

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

Commissioner Villalobos asked about invoices and past payments. Assistant City Manager Calloway advised that in 2012, the City paid legal fees for a then member of the Commission, though it was for litigation, not for an ethics violation.

Commissioner Daniel commented that she read the policy as insurance, but it was being made into something personal. She stated she had only ever worked as a public servant, and public servants need protection.

Vice Mayor Wright asked about State law covering City employees and elected officials and how this policy differs from State law. City Attorney Ottinot discussed the State Statute as it relates to criminal and civil charges, and the responsibility of the City. He stated the law does not specifically address ethics complaints, but there is precedent in case law to indicate City officials are entitled to reimbursement of attorney fees for ethics complaints if the action is within the scope of his or her responsibilities and there is a public purpose, and the official prevails. He distributed a copy of the law.

Vice Mayor Wright inquired as to whether the policy required City Commission approval for a reimbursement. Assistant City Manager Calloway advised anything beyond $10,000 would go before the Commission. She confirmed payments would be a part of the public record.

Vice Mayor Wright asked about changes represented by the policy and the effective date. Assistant City Manager Calloway stated this was a new policy establishing the authorization of the City Manager to reimburse fees associated with ethics violations up to $10,000. City Attorney Ottinot provided additional clarification on the effective date.

Mayor Gomez asked if the policy would cover pending legal fees. City Attorney Ottinot advised that it applied to any fees presented within 60 days of written disposition of the complaint.

Mayor Gomez asserted the language was not clear and the resolution should be further workshopped before approval. She noted the policy should be broader and the reference to probably cause was disconcerting. Discussion continued.

Moved by Mayor Gomez; seconded by Commissioner Villalobos to table Item 5.a. to the next workshop.

Motion Failed: 3-2.

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

Commissioner Daniel stated she thought the policy should be in place, because if an unfounded ethics complaint was filed against her, she should not have to pay the legal fees out of pocket. She stated she would be happy to workshop the details and asked for clarification on legal fees for criminal charges. City Attorney Ottinot explained the potential scenarios briefly.

Commissioner Villalobos asked for an amendment to require reimbursements go before the Commission, and to state that it was not retroactive. No action was taken.

Mayor Gomez stated she agreed there should be a policy, but she did not feel the resolution or disclosures were complete. Discussion continued.

Motion Approved: 3-2.

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

6. ORDINANCE(S) – FIRST READING

TO2552 - An Ordinance of the City Commission of the City of Tamarac, Florida, adopting the First (1st) Budget Amendment to the City of Tamarac operating budget, revenues and expenditures, the capital budget, and the financial policies for the Fiscal Year 2024, by increasing the total revenues and expenditures by a total of $5,147,461 as detailed in Attachment "A" attached hereto and summarized in Attachment "B" attached hereto and incorporated herein; providing that the 1st Amendment is being adopted in the same manner as the original budget and serves as the new adopted budget: providing for conflicts; providing for severability; and providing for an effective date. City Attorney Ottinot read the title for the record.

Moved by by Commissioner Villalobos; seconded by Mayor Gomez to approve Ordinance TO2552 on first reading.

There was no presentation and no Commission discussion on the item.

Motion Approved: 5-0.

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

7. ORDINANCE(S) – SECOND READING

7.a. TO2553 – An Ordinance of the City Commission of the City of Tamarac, Florida establishing the Woodlands Section 9 Community Development District; making certain findings regarding the district; describing the external boundaries of the district; naming five persons designated to be the initial members of the Board of

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Supervisors; providing for severability; providing for conflicts; and providing an effective date.

City Attorney Ottinot read the title for the record.

Moved by Commissioner Bolton; seconded by Commissioner Villalobos to adopt Ordinance TO2553.

Scott Backman, Dunay, Miskel, and Backman, LLP, agent for the petitioner, made a presentation which is on file in the City Clerk's Office.

Mayor Gomez opened a public hearing on the item.

Commissioner Bolton left the dais at 10:28 p.m.
Commissioner Bolton returned at 10:30 p.m.

Vice Mayor Wright left the dais at 10:30 p.m.

Vice Mayor Wright returned at 10:32 p.m.

1) Jeffrey Shapiro, 6104 Orchard Tree Lane, spoke in support of the CDD. He asserted it was needed to protect the current Woodlands homeowners for the next 30 years. He stated the CDD provides a solid return on investment.

2) William Goffinet, 5106 Bayberry Lane, stated this issue should not have gotten to a CDD. He asserted this development was a conspiracy, Mayor Gomez should have recused herself, and the support of residents was being bought. He commented that arsenic would not be appropriately removed.

3) Ilene Lieberman Michelson, 4809 Woodlands Boulevard, expressed concern with Pod E showing in the exhibits after 13th Floor had stated it would be removed. She asserted promises made could not be relied on, and stated it was absurd to argue there were no protections without CDD, noting none of the other neighborhoods in the Woodlands were under a CDD. She commented on the Ad Valorem taxes to be paid and stated it would not be cheaper than a Homeowners Association (HOA).

4) Barbara Mockyew, 5103 Bayberry Lane, stated she was opposed to the CDD. She commented that the 30-year commitment was inappropriate and asked where a retired person would budget the additional $6,000. She stated people would be living in their cars because they cannot afford it, and there were no guarantees it would not filter down to Woodlands Section 1.

5) Michael Henderson, 4709 Woodlands Boulevard, asked how many CDDs are presently in the City of Tamarac. He asked why 13th Floor was the only developer authorized to create a CDD in the City and whether the recreational portions of the development would be covered.

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6) Edgar Delgado, Woodlands, stated 13th Floor had been given the zoning and the ability to build the homes, they should be made to use their own money. He asserted it was not fair for the owners to pay for it.

7) Patti Fox, 5601 Mulberry Drive, spoke in support of a CDD. She stated a CDD requires that everyone pays. She responded to previous comments that other communities have managed with just an HOA, noting extensive legal expenses because of people who do not pay their fees. She shared her experience living in a CDD community and noted the infrastructure improvements associated.

8) Sandy Hill, Woodlands, spoke in support of a CDD. She asserted money from the development was going to Shaker Village while Woodlands residents get $200. She commented that she had found a folder of Sun Sentinel articles dated 1969-1972 regarding the Woodlands, as well as the builder and the City. She stated at that time they referenced CDDs as the way of the future to make sure the community is maintained. She asserted this CDD was the only protection for other residents of the Woodlands as the development moves forward.

Mayor Gomez closed the public hearing.

Commissioner Villalobos clarified that this discussion was not about Colony West, but Woodlands 9, and they had not had golf course in years. He asked the applicant to define the difference between a CDD and an HOA. Ginger Wald, Billing, Cochran, Lyles, Mauro & Ramsey, P.A., provided a brief overview of the CDD as a governmental entity and its structure and disclosure requirements.

Commissioner Villalobos commented on the accusations of impropriety and his support for the development.

Mayor Gomez called for a recess at 10:57 p.m.

Mayor Gomez called the meeting to order at 11:09 p.m.

Commissioner Villalobos summarized that the project was different from Colony West and had gone from a massive project to a smaller project that would be beneficial to the entire City.

Moved by Commissioner Villalobos; seconded by Vice Mayor Wright to extend the meeting to complete the agenda.

Motion Approved: 5-0.

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

Vice Mayor Wright asked about the deletion of Pod E from the plan. Attorney Backman commented that some of the exhibits were conceptual and had identified

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Pod E at the time of application. He noted the boundary remained the same, but Pod E was not on the Site Plan.

Vice Mayor Wright asked about the makeup of the CDD Board and stated there should be more residents involved. Attorney Backman explained five (5) members affiliated with the developer would be appointed during the build-out period, as the developer has control through that part of the process, as is normal practice.

Vice Mayor Wright inquired as to whether the total assessment included the exercise trails. Attorney Backman confirmed it did.

Vice Mayor Wright stated he is pro-green space and was never in support of this project. He commented that by his research of the data, 70 percent of those in the Woodlands voted for Commission candidates who did not support the project. He asserted the developer had promised to improve the community with their own money, but a CDD would borrow against the money of future resident. He compared it to Bernie Madoff's Ponzi scheme and stated the effects would be seen in the long run.

Vice Mayor Wright asked Attorney Backman whether other large developers were using CDDs. Attorney Backman explained that 80 percent of the top communities in Florida use CDDs. He noted the CDD had been part of the proposal and the development agreement since day one (1).

Vice Mayor Wright inquired as to how the salaries for the District Manager and Treasurer would be managed. Attorney Wald advised of the process, noting CDD are government districts and while the Treasurer is required, it does not have to be an individual employee position.

Commissioner Daniel commented that this was a hot topic and she had been against it until she met with the attorneys, and they clarified the benefits. She stated she previously only heard from residents in support but had since heard from a number in opposition, so wanted to outline what had changed her mind. She explained she had always believed that redevelopment of run-down neighborhoods was good and helped residents to keep the value of their homes. She responded to Vice Mayor Wright's comments regarding using other people's money, and stated she is grateful for her mortgage and other loans, which utilize other people's money.

Commissioner Daniel clarified that the CDD does not affect Woodlands 1 through 8 and never will. She stated she had requested that Vice Mayor Wright serve on the initial CDD Board, as by her reading the Statute allows it. She noted City Attorney Ottinot disagrees with her position and highlighted the potential for conflict of interest. Vice Mayor Wright stated he works for the residents, not the developer, and would not want that.

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Commissioner Daniel stated she sees this as a protection that will keep the development from impacting those communities, not a burden, and pointed out she had asked that the language be clear, so people know what they are buying into a CDD. She referenced HOA fees in another community and asserted the difference is that this is guaranteed and transparent.

Commissioner Bolton asked Attorney Backman what city he lives in and whether he has a CDD. Attorney Backman advised that he lives in Parkland and the Neighborhood Improvement District (NID) for his community recently expired.

Commissioner Bolton stated Attorney Wald had advised that CDDs ensure the upkeep of a community. Attorney Wald confirmed that CDDs can ensure the update of the community. Mr. Backman provided additional detail on the protection offered to the community by a CDD.

Commissioner Bolton stated Manor Park has a CDD, and he received an email from a resident complaining that the canal has not been cleaned. Attorney Backman advised he is familiar with the issue. He stated the portion of the canal referenced is not in a CDD, and there is an ongoing ownership dispute.

Commissioner Bolton asked what cities the nominated supervisors for the initial CDD Board live in. Attorney Wald outlined the requirements for a supervisor and explained the nominees provided all met the qualifications. Attorney Backman added that the supervisors will all live in Woodlands 9 once the initial Board has put the system in place.

Commissioner Bolton asked about the type of bonds the CDD would issue, and how the bonds would be repaid. Attorney Wald advised the anticipation is that they will secure 30-year, tax free municipal bonds levied as special assessments per lot.

Commissioner Bolton asked how the $6,000 per year maximum outlined in the Assistant City Manager's memo was reached. Attorney Wald outlined the estimated payments, noting it would be approximately $3,000 in debt repayment and $3,000 in ongoing maintenance.

Commissioner Bolton inquired as to the information on the CDD to be provided to prospective buyers. Attorney Backman reviewed examples of the signage and brochure created for this purpose, along with a red sheet to stand out and draw the attention of prospective buyers.

Commissioner Bolton asked for an estimation as to how long the Woodlands CDD will be under the majority control of the developer. Attorney Backman stated the requirement is that at a maximum of 250 homes purchased and six (6) years, an election would be held. He noted the goal is to build and sell homes.

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Commissioner Bolton inquired as to whether the Board of Supervisors would be compensated. Attorney Backman advised the rules allow for up to $200 compensation per monthly meeting, but the majority decline.

Mayor Gomez clarified that she has no personal tangible interest in the property, and she has waived direct benefit as a homeowner in the Woodlands. City Attorney Ottinot confirmed there was no conflict.

Mayor Gomez asserted the makeup of the CDD Board is determined by Statute. Attorney Backman confirmed.

Mayor Gomez stated in the other developments that 13th Floor has built seats on the CDD have been turned over as homes are built. Attorney Backman agreed that was correct, and stated that was the intent for this project.

Mayor Gomez commented that the purchase price of these homes would be higher if a CDD were not in place. Attorney Backman confirmed this was the case and explained this is because tax-free municipal bonds are at a significantly lower rate than traditional financing.

Mayor Gomez reiterated that Woodlands 1 through 8 are not paying anything if the CDD is approved and are not paying anything if it is not approved, and noted this is similar to Woodlands 3 and 4, which have separate documents. She asserted the comparison to the residents who lost their life savings to Bernie Madoff's Ponzi scheme was insulting.

Mayor Gomez stated there had been a question as to whether CDDs were only approved for 13th Floor developments and noted this is because these are the newest developments in the City. Attorney Backman stated there had not been a lot of recent development in Tamarac because it was largely built out, so there was not an option for CDDs to be put in place. He referenced data regarding the popularity of CDDs throughout Florida.

Mayor Gomez commented that she had supported the creation of the Woodlands NID because the community needed additional help. She asserted creation of a CDD was making this arrangement at the beginning of the process rather than later when issues arise. She highlighted the benefits to prospective buyers and stated she is supportive of putting a CDD in place.

Motion Approved: 3-2.

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

8. PUBLIC HEARING(S)

9. QUASI-JUDICIAL HEARING(S)

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10. OTHER

10.a. Colony West Glades Course Concepts

Requested by Vice Mayor Morey Wright Jr.

Vice Mayor Wright provided a brief overview of the item. He advised that a presentation on options for the Colony West golf course had been made to the Commission on March 10, and residents had been confused as to what was going to happen. He stated a restrictive covenant had been put in place at the last Commission meeting which would require residents be notified of changes. Vice Mayor Wright shared sections of the staff presentation made to the Commission, including data on Colony West revenues for the past five (5) years and the two (2) concepts proposed. He stated residents do not want development in their back yard, and he had brought up the item to provide clear direction as to what will be done.

Vice Mayor Wright asked staff the purchase price for Colony West. Assistant City Manager Calloway advised that the City purchased Colony West in December 2011 for a total of $3,300,455, and the Clubhouse and parking lot improvements were $10,938,923. She stated golf course revenue from 2014-2024 was $23,241,929.

Vice Mayor Wright asked about Tamarac Village revenue. Assistant City Manager Calloway explained the lease revenue briefly. Vice Mayor Wright stated he is in support of option one (1) and thinks there are other spaces where a family concept could go, such as Tamarac Village. He asserted keeping the golf course as-is was necessary for the quality of life of neighboring residents.

Commissioner Villalobos stated he is a golfer and has golfed at the new Colony West since its inception. He noted he had frequently brought concerns related to maintenance to the City Manager and stated the proposal was not for a Top Golf, as that would be very different from a driving range.

Commissioner Villalobos asked whether the $23 million referenced was gross or net. Assistant City Manager Calloway advised the figure was gross revenue and had been provided by Finance Director Christine Cajuste, who was not available to comment further.

Commissioner Villalobos stated he was initially in support of option one (1) but saw option two (2) and thought it met the request of the community to have entertainment in the Tamarac. He added that this space belongs to 74,000 residents, not one (1) community, but the feedback received matters. He asserted misinformation and incomplete information was an issue on this matter.

Commissioner Bolton stated he took his wife and son to play Top Golf in Pompano and it was amazing, but it is in a commercial area with no homes nearby. He asserted telling the residents about a concept presented to the City was not distorting information and a driving range in people's back yards was not a good idea.

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Commissioner Bolton stated restaurants thrive on regional impact, so Tamarac residents go to other cities to support local businesses. He advised that he was in support of concept one (1) and stated residents were at the meeting, so there was no need to go to the community for feedback.

Mayor Gomez clarified that she and Commissioner Villalobos had voted against the restrictive covenant because they wanted more restrictions. She commented that 28 communities are on the golf course, and those present were not representative of those residents. She stated she had been supportive of looking at options for the Glades Golf Course, including the potential for a putt-putt or driving range, and the concepts provided showed her that a driving range did not fit in the space, but the ideas have to come out to determine if they are good or bad.

Mayor Gomez advised that because all of the residents on the golf course were not noticed of this discussion, it was in violation of the recently adopted restrictive covenant. She stated she supports bringing the concepts out to the community in District meetings as previously determined.

Mayor Gomez asked if the revenue numbers provided were for both golf courses, as the discussion was about the Glades Gold Course and the need to remedy its lack of infrastructure. Assistant City Manager Calloway confirmed the numbers provided were for both golf courses.

Mayor Gomez stated rather than looking at the full revenue numbers, they should be looking at whether the Glades course was as successful as it could be, and if not, what could be done to improve.

Vice Mayor Wright stated bifurcating the revenue figures did not make sense. Commissioner Villalobos argued the two (2) courses are run differently and revenue for the Glades course is far less.

Vice Mayor Wright compared the project to past projects that a certain part of the City did not want to move forward.

Commissioner Bolton questioned whether revenue matters when peace cannot be quantified, and that was the concern of residents.

Mayor Gomez asked if there was a legal issue with moving forward with a consensus without giving notice as required under the restrictive covenant. City Attorney Ottinot stated there was no issue.

Commissioner Daniel stated this agenda item was just discussion, and voting at this time was not right. She reiterated that they had decided to bring the item to the community for feedback, and she wants that.

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Vice Mayor Wright sought and did not receive consensus to remove the item from the agendas of the District meetings and proceed with option one (1). Mayor Gomez, Commissioner Daniel, and Commissioner Villalobos were opposed.

Mayor Gomez provided a brief explanation of next steps for the issue. She stated the first step in gathering input would be bringing to the May District meetings.

ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 12:32 a.m.

Minutes transcribed by Crysta Parkinson, 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, April 10, 2024.

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

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

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TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	June 10, 2024
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Other
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval of the May 6, 2024 Commission Workshop Minutes.

ATTACHMENTS:
050624 COT-CC Workshop Draft Minutes.pdf

DRAFT
CITY COMMISSION MINUTES
WORKSHOP
MONDAY, MAY 6, 2024
CONFERENCE ROOM 105
10:00 AM

CALL TO ORDER:

Mayor Michelle J. Gomez called the Monday, May 6, 2024, City Commission Workshop to order at 10:03 a.m.

ROLL CALL

Present were Mayor Michelle J. Gomez, Vice Mayor Morey Wright Jr, Commissioner Marlon D. Bolton, Commissioner Kicia Daniel, and Commissioner Elvin Villalobos.

Also present were City Manager Levent Sucuoglu, City Manager and Community Development Director Maxine Calloway, City Attorney Hans Ottinot, Financial Services Director Christine Cajuste, Parks and Recreation Director Rudolph Galindo, and City Clerk Kimberly Dillon.

PLEDGE OF ALLEGIANCE

Mayor Gomez led the Pledge of Allegiance and moment of silence.

AGENDA

1.a. TO2556 – Ordinance awarding RFP No. 24-01 and Authorizing the City Manager or Designee to enter into an agreement with the selected vendor for furnishing collection and disposal of residential solid waste and recycling and commercial solid waste. Item to appear on the May 8 Commission Meeting Agenda on First Reading.

Proposers Order of Presentation:

- **Waste Pro Inc. of Florida**
- **Waste Management Inc. of Florida**
- **Coastal Waste and Recycling, Inc.**

Troy Gies, Assistant Public Services Director, reviewed the decisions to be made at this meeting regarding the Request for Proposals (RFP), including which of the options to move forward with and which vendor to negotiate with.

Allison Trulock, Consultant, Newgen Strategies & Solutions; Troy Gies, Assistant Public Services Director; and Keith Glatz, Procurement and Contracts Manager, provided a presentation, which is on file in the City Clerk's Office.

Commissioner Daniel asked for the pricing by scenario to be broken out rather than providing as lump sums. Ms. Trulock agreed to prepare a slide to provide the information following the proposer presentations.

Waste Pro Inc. of Florida

Kenneth Rivera, Regional Business Development Manager, Waste Pro Inc. of Florida, provided a presentation, which is on file in the City Clerk's Office.

Commissioner Daniel stated she liked the community engagement piece of the presentation and noted she thinks companies should give back to the community. She noted she was impressed with the cans being cleaned and the fact that they pick up their own bulk trash, but the cost seemed high.

Mayor Gomez asked for clarification on hours of operation, including whether there would be people available to address reports of missed pickups. Mr. Rivera advised that management would be called that night to speak with the customer.

Mayor Gomez asked questions regarding communication, working days, side door service, and surveillance for illegal dumping. Mr. Rivera responded as appropriate.

Vice Mayor Wright stated he had watched the Coral Spring meeting where they discussed their solid waste contract, which Waste Pro had long held. He noted residents had spoken highly of Waste Pro and their drivers, but they no longer had the contract. He asked the team to address the reasons behind that change. Mr. Rivera stated the City had a process, Waste Pro put their best foot forward and participated in that process along with many others, and they were not successful. He discussed pricing, budget, and expenses briefly.

Commissioner Villalobos commented that the current bulk pickup provider sometimes misses a house or a route. He asked what causes that and how it would be addressed by Waste Pro. Mr. Rivera explained the company has the assets ready to ensure all routes are completed. He highlighted the importance of communication and following through on what is promised.

Commissioner Bolton asked for clarification on the pricing relative to increased quality and benefits to employees, and the reasons to choose the Waste Pro proposal even if it may be more expensive. Mr. Rivera stated he believed they had the best proposal before the Commission, and because it is an RFP, there is an opportunity to sit at the table and negotiate.

Commissioner Bolton inquired as to the number of trucks dedicated to Tamarac and whether they would work on holidays. Mr. Rivera reviewed the equipment and stated there were 27 trucks in total. He advised they operate every day but Christmas, because the dumping facilities are closed.

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Commissioner Bolton asked about contracts in other cities, and contracts lost. Mr. Rivera discussed the RFP process and past proposals.

Commissioner Villalobos asked if there was another company used for backup. Mr. Rivera stated there are facilities in Pembroke Pines, Fort Pierce, and other cities.

Vice Mayor Wright left the dais at 10:45 a.m.

Vice Mayor Wright returned to the dais at 10:47 p.m.

Commissioner Daniel inquired as to communication in the event of an issue. Mr. Rivera explained how information is disseminated in other communities.

Waste Management, Inc. of Florida

Andres Limones Cruz, Government Affairs Manager, Waste Management Inc. of Florida, provided a presentation, which is on file in the City Clerk's Office.

Commissioner Villalobos asked what causes missed bulk pickups and how the issue could be addressed. Mr. Cruz responded that they are not perfect but have a strong response team and have been working with the bulk subtractor to keep them accountable and add checks and balances. Commissioner Villalobos acknowledged the prompt responses received.

Mayor Gomez inquired about turnover rate. Mr. Cruz outlined benefits to the drivers, including free college programs for dependents. Tom Ridder, Senior District Manager, highlighted a recent award received for retention rates.

Mayor Gomez asked questions regarding side door service, surveillance for illegal dumping, contract negotiation, and the potential to consider smaller trucks for specific neighborhoods. Mr. Rivera and Mr. Ridder responded as appropriate.

Commissioner Bolton asked about contracts and RFP in other cities. Mr. Rivera noted the company had not participated in solicitations in some cities where they had previously, and reviewed contracts won and lost, noting they had always been ranked first, but pricing had been a consideration in some instances.

Commissioner Bolton inquired as to the number of vehicles dedicated to the City of Tamarac. Mr. Rivera stated all 17 trucks would be new in quarter four (4).

Vice Mayor Wright thanked the Waste Management team for always being available and responsive. He asked for clarification on sub-contracting versus employees. Mr. Rivera advised that a company was subcontracted to manage the bulk business and noted a willingness to take that over if preferred.

Vice Mayor Wright stated he had spoken with residents regarding the service, and most had said Waste Management had improved and was doing a good job. He asked for clarification on pricing. Mr. Rivera explained.

Vice Mayor Wright asked that the scholarship amount be increased. Mr. Rivera advised they were open to negotiation.

Commissioner Daniel stated she had also had good feedback, but there was an issue with communication when a truck would be late or not coming. Mr. Rivera discussed plans to improve communication. He stated they would consider texting and other options.

Commissioner Villalobos asked about transitions when taking over a contract. Mr. Ridder responded and discussed experience in Fort Lauderdale as an example.

Mayor Gomez inquired about additional services. Mr. Rivera clarified.

Vice Mayor Wright left the dais at 11:17 a.m.

Vice Mayor Wright returned to the dais at 11:19 p.m.

Coastal Waste and Recycling, Inc.

John Casagrande, Senior Vice President, Coastal Waste and Recycling, Inc., and team provided a presentation, which is on file in the City Clerk's Office.

Commissioner Villalobos asked what happens to electric recycling trucks in case of a storm causing a power outage. Mr. Casagrande advised they have diesel trucks available, as well.

Commissioner Villalobos asked about campaign contributions. Mr. Casagrande responded.

Commissioner Daniel asked about customer service, including the call center, and how information gets to the residents if things are not operating as scheduled. Maurice Nalley, Chief Transformation Officer, outlined the call follow-up process, self-service options, and alert system.

Commissioner Daniel asked about the company's retention rate. Mr. Casagrande advised of the company's program to retain existing drivers when taking over a contract from another company. Discussion continued.

Vice Mayor Wright noted the company was on a winning streak and asked what they attributed that to. Mr. Casagrande advised that they know the cities, stated they are growing aggressively without Wall Street, and discussed competitive rates.

Vice Mayor Wright referenced recent contract negotiations in Coral Springs and asked whether they were being as aggressive in Tamarac. Mr. Casagrande noted the advantages of the incumbent and stated they were willing to negotiate. Discussion continued regarding bids in other communities.

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Vice Mayor Wright asked about benefits for employees and contemplation of conviction history in hiring. Mr. Nalley responded and advised that he would report back with additional detail from Human Resources.

Commissioner Bolton asked about community benefits. Patti Hamilton, Vice President of Brand and Culture, highlighted an interest in tailoring to Tamarac.

Commissioner Bolton inquired as to how many trucks and employees would be allotted to the City of Tamarac. Trevor Black, Area President, explained there were 22 new trucks and a 10 percent over-hire rate. Discussion continued.

Commissioner Bolton asked about holiday pickup, customer service, marketing, and point of contact. Ms. Hamilton responded briefly, noting they would sit down with staff to collaborate on the best ways to get the message out.

Mayor Gomez asked if the company would consider small trucks for older communities. Mr. Black stated they have smaller trucks operating in some markets and will tailor the fleet to the City. He noted research conducted.

Mayor Gomez asked for clarification on pricing, and asked questions regarding communication, working days, extra pickups, side door service, and surveillance for illegal dumping. Mr. Black responded as appropriate.

Mayor Gomez called for a recess at 12:04 p.m.

Mayor Gomez called the meeting to order at 12:20 p.m.

Ms. Trulock shared an additional *PowerPoint* slide as requested by Commissioner Daniel earlier in the meeting, reviewing pricing by scenario, broken out by service. Discussion ensued regarding rates. City Manager Sucuoglu and Ms. Trulock provided additional detail.

Mayor Gomez polled the Commission and determined all were in favor of maintaining residential solid waste collection twice a week. Discussion continued as to the options for recycling and associated costs.

Commissioner Villalobos asked how the Solid Waste Authority impacts the discussion. Assistant Public Services Director Gies advised of the impacts.

Commissioner Villalobos asked that Commissioner Bolton recuse himself due to contributions to the Broward Vision PAC. City Attorney Ottinot advised that under State Law, there was not a conflict of interest. Discussion continued. Mayor Gomez advised that campaign reform recommendations could be brought forward at a future workshop.

Ms. Trulock reviewed the scoring and cost evaluation utilized to review the individual proposals. Discussion continued regarding pricing.

Mayor Gomez polled the Commission and determined all were in favor of maintaining residential yard waste as-is and offering multi-family bulk waste pickup once monthly.

Discussion ensued regarding residential bulk pickup, including appropriate frequency, concerns with community appearance when materials are left out, and utilization of the service. Consensus was to maintain weekly pickup, with Mayor Gomez and Commissioner Villalobos preferring less frequent service.

Mayor Gomez commented that whichever provider was selected, there needed to be a campaign to remind people of the bulk pickup requirements.

Ms. Trulock reviewed the costs for commercial, multi-family, and residential solid waste individually across all scenarios with each company.

Mayor Gomez polled the Commission and determined all were in favor of scenario A for program recyclables. She reviewed the consensus of the Commission briefly.

Mayor Gomez thanked each of the companies for their proposals and sought consensus of the Commission as to which proposal to recommend.

Commissioner Villalobos selected Waste Management, citing cost and minimal interruption to service.

Mayor Gomez called for a recess at 1:22 p.m.

Mayor Gomez called the meeting to order at 1:30 p.m.

Commissioner Bolton stated he supported moving forward with Coastal Waste and Recycling, Inc.

Commissioner Daniel stated there would many good things in the Waste Pro proposal, it was just too expensive and there had been resident complaints regarding Waste Management. She stated she supported Coastal Waste and Recycling, Inc. if they were willing to negotiate on community engagement and communicate well.

Vice Mayor Wright commented on the RFP process and stated he had thrown out the additional point Coastal Waste and Recycling, Inc. had received for "ban the box" and would support Waste Management.

Mayor Gomez shared her appreciation for the presentations and the willingness shown to understand the City of Tamarac. She advised the decision was not easy, but she would support Waste Management.

1.b. Advantis Site Plan Presentation

Maxine Calloway, Assistant City Manager and Community Development Director, provided a presentation, which is on file in the City Clerk's Office.

There were no questions and no discussion by the Commission.

1.c. Eliathah Seventh-Day Adventist Church Site Plan Presentation

Maxine Calloway, Assistant City Manager and Community Development Director, provided a presentation, which is on file in the City Clerk's Office.

Vice Mayor Wright left the dais at 1:50 p.m.

Vice Mayor Wright returned to the dais at 1:52 p.m.

There were no questions and no discussion by the Commission.

1.d. TR14031 - A Resolution of the City Commission of the City of Tamarac, Florida, approving a $250,000 façade and exterior improvement grant agreement, attached hereto as "Exhibit 1", with University Shoppes LLP as part of the City's Economic Development program for a comprehensive renovation of University Shoppes, 6412 N University Drive; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

Maxine Calloway, Assistant City Manager and Community Development Director, provided a presentation, which is on file in the City Clerk's Office.

Commissioner Daniel asked for clarification on when funds are allotted. Assistant City Manager Calloway explained the project must be completed.

Mayor Gomez stated she was happy to see this process moving forward.

1.e. Partnership with Broward County in support of the 2024 World Cup Cricket Games

Requested by Vice Mayor Morey Wright Jr.

Vice Mayor Wright provided an overview of the item. He sought the support of the Commission to direct staff to investigate coordination with neighboring cities and event organizers to provide transportation to games in Lauderhill and mitigate traffic. Mayor Gomez advised there was consensus.

Commissioner Daniel suggested getting businesses involved to bring some of the revenue from World Cup to Tamarac. Discussion continued.

ADJOURNMENT

There being nothing further to discuss, the meeting was adjourned at 2:02 p.m.

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

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_____

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 City Commission Workshop held Monday, May 6, 2024.

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

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

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TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	June 10, 2024
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Other
AGENDA SECTION:	**CONSENT AGENDA**
TITLE:	Approval of the May 8, 2024, Regular Commission Meeting Minutes.

ATTACHMENTS:
050824 COT-CC Regular Meeting Draft Minutes.pdf

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REGULAR CITY COMMISSION MEETING MINUTES
WEDNESDAY, MAY 8, 2024
7:00 PM
COMMISSION CHAMBERS

CALL TO ORDER

Mayor Michelle J. Gomez called the Wednesday, May 8, 2024, City Commission meeting, being held in Commission Chambers, to order at 7:00 p.m.

ROLL CALL

Present were Mayor Michelle J. Gomez, Vice Mayor Morey Wright Jr., Commissioner Marlon D. Bolton, Commissioner Kicia Daniel, and Commissioner Elvin Villalobos.

Also present were City Manager Levent Sucuoglu, Assistant City Attorney Pamala Ryan, and City Clerk Kimberly Dillon.

PLEDGE OF ALLEGIANCE

Commissioner Marlon Bolton led the Pledge of Allegiance and moment of silence in memory of former City employee Marcia Oban.

1. CITY ATTORNEY REPORT

Assistant City Attorney Ryan had no report.

2. CITY MANAGER REPORT

2.a. Haitian Heritage Month Proclamation

Mayor Gomez read the proclamation in recognition of Haitian Heritage Month and presented it to Jean-Pierre Turgot, President, and Stoi Donaus, Assistant Vice President, Haitian American Chamber of Commerce.

2.b. Mental Health Awareness Month Proclamation

Mayor Gomez read the proclamation in recognition of Mental Health Awareness Month and presented it to Blake Cohen, Board Member, National Alliance for Mental Illness (NAMI) Broward County.

2.c. Jewish American Month Proclamation

Mayor Gomez read the proclamation in recognition of Jewish American Month and presented it to Denise Lettau, Chair, Jewish Community Relations Council Broward County.

2.d. Professional Municipal Clerks Week Proclamation

Mayor Gomez read the proclamation in recognition of Professional Municipal Clerks Week and presented it to City Clerk Kimberly Dillon and Assistant City Clerk Monica Barros.

2.e. Teacher Appreciation Week Proclamation
Requested by Commissioner Bolton

Mayor Gomez read the proclamation in recognition of Teacher Appreciation Week and presented it to Jennifer Fowler, Challenger Elementary.

2.f. Stroke Awareness Month Proclamation
Requested by Vice Mayor Morey Wright Jr.

Mayor Gomez read the proclamation in recognition of Stroke Awareness Month and presented it to Michael Hylton Sr. and Carol Hylton, Smiley's Voice Foundation.

2.g. Presentation of Certifications to Tamarac University Graduates

Mayor Gomez recognized the 2024 Tamarac University graduates, as follows:

Andrea Bacener
Edward Birch
Gineska Castillo
Lauretta Cordoba
Julia Dourvetakis
Joseph Goldberg
Marsha Goldberg
Jeffery Hatcher
Brian Haywood
Marchonie Hinds
Kathleen Johnson
ShaKeia Kegler
Daniel Lane
Shari Lipson
Robyn Marshman
Louise Medlin
Bruce Minker
Diane Minker
Krystal Patterson
Jodi Raft
Ellen Stark
Edward Sullivan
Maria M Taticchi
Marlene Ten
Victor Ten
Jervishia Walker
Frank Zender

2.h. Gina Skenandore Day Proclamation

Mayor Gomez read the proclamation in recognition of Gina Skenandore, Executive Assistant, City Manager's Office, upon her retirement and presented it to Ms. Skenandore. She declared May 8, 2024, as Gina Skenandore Day in the City.

City Manager Levent Sucuoglu made a presentation which is on file in the City Clerk's Office.

3. PUBLIC PARTICIPATION

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

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1) Jeffrey Shapiro, Woodlands 8, spoke regarding the District 2 community meeting the previous week, noting he had thought it would encompass the entire community, but it was taken over by one (1) community voicing their concerns. He commented on the need for community police patrols and discussed the need for Code Enforcement.

2) Katherine Hyatt, 5406 Bayberry Lane, referenced the recent State of the City address and discussed her work as a realtor and small business owner in the community. She highlighted a problem she had reached out to Code Enforcement about but had not been satisfied with the response, and asserted signs she had put out for an event over the weekend were removed by Code Enforcement and not returned. She asked to meet with the Commissioners personally to share additional details and video.

3) Dr. Kate Johnson, Mainlands 4, shared her disappointment at the behavior displayed by the Commission during its meetings, including undermining each other and making accusations. She stated this was not what Tamarac wanted to be known for and asked the Commissioners to represent their constituents without demonizing others. She asserted the residents deserve the Commission's best, but too often see the worst. She suggested a requirement for transparency in disclosure of campaign contributions related to items coming before the Commission.

4) Patti Lynn, Mainlands, highlighted the positive proclamations at the beginning of the meeting and recognized the need to help as reproductive rights are attacked. She asked about enforcement of the law against soliciting in Tamarac and stated there was no one to call in the event of people are knocking on doors in the neighborhood, and expressed concern residents would potentially be targeted. She stated issues with street parking continues to be an issue and asked that it be stopped.

5) Ron Wasserman, 8577 Jade Drive, commented on vibes from the Commission and thanked Mayor Gomez for the proclamations in support of Jewish American Heritage Month and Teacher Appreciation Week. He recognized the Hylton family for their stroke prevention advocacy and encouraged residents to get screened for colon and breast cancers. He urged the City to keep up the cleanliness of the community.

6) Ilene Lieberman Michelson, 4809 Woodlands Boulevard, stated she had shared photos of issues in the Woodlands with the Commission approximately four (4) weeks earlier. She shared an update, explaining some of the sign issues had been corrected, but other concerns were not addressed. She provided photos of additional issues in the Woodlands, including weeds in the median and storm drains, potholes, faded and sporadic street painting, and debris in the roadway.

7) Ed Peters, Municipal Marketing Representative, Coastal Waste and Recycling, discussed his involvement in community projects and innovation should the City select Coastal for its solid waste services. He discussed his military service and his deep commitment to education and inner-City communities, stemming from his upbringing

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in Baltimore. He stated his background has prepared him to bridge the gap between large corporations and the communities they serve. He highlighted the commitment to personal engagement from the local company and his commitment to Black and minority communities.

Additional public comment was received via email and is on file in the City Clerk's Office.

4. CONSENT AGENDA

Moved by Mayor Gomez; seconded by Commissioner Villalobos to approve the Consent Agenda as presented.

Motion Approved: 5-0.

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

4.a. Approval of the March 13, 2024 Regular Commission Meeting Minutes

4.b. Approval of the March 21, 2024 Financial Update and Strategic Planning Workshop Minutes

4.c. Approval of the March 27, 2024 Regular Commission Meeting Minutes

4.d. Approval of the April 8, 2024 Commission Workshop Minutes

4.e. TR14037 - A Resolution of the City Commission of the City of Tamarac, authorizing issuance of a purchase order to R2 Unified Technologies for the Parks Wi-Fi Expansion (Phase 1) project at the Tamarac Sports Complex utilizing the National Association of State Procurement Officials (NASPO) contract 43220000-NASPO-19-ACS at a contract cost of $167,131.65; authorizing a contingency of $16,713.16, controlled by the City for permits and other unforeseen needs, providing for a total project budget of $183,844.81; authorizing the appropriate City Officials to execute associated contract documents; authorizing expenditures from the appropriate accounts; approving additional new purchases from R2 Unified Technologies up to a total of $65,000, 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. date

4.f. TR14098 – A Resolution of the City Commission of the City of Tamarac, Florida, approving the purchase of new and replacement vehicles utilizing competitive procurement methods and current agreements available for cooperative purchase at the time of purchase, including, but not limited to, the agreement awarded by Sourcewell, Florida Sheriff's Association (FSA) and State of Florida; authorizing the appropriate City Manager or designee to select, approve, and award the purchase of said vehicles utilizing current agreements available for cooperative

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purchase at the time of purchase in the best interest of the city; authorizing an expenditure in an cumulative amount not to exceed $1,168,384.00 from the appropriate accounts for all vehicles; providing for severability; and providing for an effective date.

4.g. TR14108 – A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 24-06B and approving contracts with the six (6) lowest most responsive vendors including Pressure Kleen Co., KRM Pressure Cleaning, LLC, Powerwashing and More, LLC, Bel Air Maintenance, Inc., The Pressure Cleaning Man, Inc., and Zion Reo Specialist, Inc., based on established contract fixed unit prices, in the best interest of the City; authorizing annual expenditures in accordance with the agreements not to exclude the annual amount of $450,000.00 or as may be amended by the City Commission, including annual price escalation / de-escalation per Bid No. 24-06B; authorizing the City Manager or designee to execute the agreement and renewals, approve assignments and other amendments to the agreements; providing for conflicts; providing for severability; and providing for an effective date.

4.h. TR14031 – A Resolution of the City Commission of the City of Tamarac, Florida, approving a $250,000.00 façade and exterior improvement grant agreement, attached hereto as "Exhibit 1", with University Shoppes LLLP as part of the city's economic development program for a comprehensive renovation to University Shoppes, 6412 N University Drive; providing for conflicts; providing for scrivener errors; providing for severability; and providing for an effective date.

5. <u>REGULAR AGENDA</u>

6. <u>ORDINANCE(S) – FIRST READING</u>

6.a. TO2556 - An Ordinance of the City Commission of the City of Tamarac, Florida, awarding RFP No. 24-01r and authorizing the City Manager or designee to negotiate and enter into an agreement with Waste Management of Florida, Inc. For furnishing collection and disposal of residential solid waste and recycling and commercial solid waste; authorizing the appropriate City Officials to execute the franchise agreement; and to take action consistent with the intent of this ordinance; providing for the ability to revise rates for solid waste and recycling collection and disposal services through the adoption of a resolution by the City Commission; providing for conflicts; providing for severability; and providing for an effective date.

Assistant City Attorney Ryan read the title for the record.

Moved by Commissioner Bolton; seconded by Commissioner Villalobos to approve Ordinance TO2556 on first reading.

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Commissioner Bolton asked about the role of the evaluation committee and the criteria utilized. Keith Glatz, Procurement and Contracts Manager explained. Commissioner Bolton inquired as to previous instances where the Commission had decided against the recommendation of the committee. Procurement and Contracts Manager Glatz advised such an action would be rare.

Commissioner Bolton inquired as to whether the Commissioners could throw out points awarded by the committee. Assistant City Attorney Ryan advised those numbers would stand, but the decision on vendor selection was at the discretion of the Commission.

Vice Mayor Wright commented that his question regarding "Ban the Box" at the Monday workshop had been answered via email, but his vote had been based on pricing. He asked staff to address whether it was fair to negotiate a contract following an RFP. Procurement and Contracts Manager Glatz reiterated that negotiation was part of the process, including pricing. He advised that could take place prior to awarding the contract if that were the direction of the Commission.

Commissioner Villalobos requested that Commissioner Bolton recuse himself from the vote, citing campaign contributions.

Commissioner Daniel asked the Commission to consider a change in vendor due to the volume of complaints regarding Waste Management.

Mayor Gomez asked for clarification on the recommendations by the selection committee. Procurement and Contracts Manager Glatz confirmed cost was a weighted factor and explained the bonus points awarded.

Mayor Gomez stated the differences between the proposals were not about the top priorities and noted the top two (2) vendors would be tied without the consideration of the bonus points, putting Waste Management ahead due to cost. She commented that while there had been complaints, Waste Management was working to address and resolve the issues.

Troy Gies, Assistant Public Services Director, stated the performance of Waste Management had been generally improving. He advised there were continued complaints about customer service calls and bulk pickup, but the company was responding on a timely basis and the new contract would have new standards and requirements.

Mayor Gomez reviewed comments made by Waste Management at the May 6 workshop, including a commitment to new trucks in the fall of 2024, consideration of smaller trucks for certain neighborhoods, and improved communication. She stated she thought Coastal Waste and Recycling had made a nice presentation, but she believed staying with Waste Management was the best option for the City.

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Commissioner Daniel asked how long Waste Management had been serving the City. Assistant Public Services Director Gies advised the current contract had been in place since 2010, but the Waste Management had been among the providers prior to that time.

Commissioner Daniel stated the more than 20 years Waste Management had served the City provided ample time to get new trucks, stop subcontracting bulk pickup, and fix problems. She noted Coastal Waste and Recycling was bringing in all new trucks they had already acquired and had stated they would make offers to the existing drivers. She highlighted direct communication with the residents as a priority and noted it was time to try something new.

Vice Mayor Wright stated he had watched the Coral Springs Commission meeting where their solid waste contract was discussed, and he felt Coastal Waste and Recycling had not been as aggressive in their interest in Tamarac, which he saw as a disservice to the residents. He advised he was open to an offer that would save the residents money. Assistant City Attorney Ryan advised of the process and stated the City Manager would have the discretion to negotiate. Discussion continued.

Commissioner Bolton stated there were more than 500 complaints and it was time to change companies. He commented on issues with the level of service provided by Waste Management.

Mayor Gomez stated new trucks would not be implemented until October with either company and the data on complaints were skewed. She asserted this was the third incident of the RFP process not being respected by the Commission.

Commissioner Villalobos questioned the number of complaints about Waste Management. He asked staff to comment on the number of customers in Tamarac and asserted the percentage of complaints was very low.

Commissioner Bolton withdrew his previous motion.

Assistant City Attorney Ryan read from the RFP and stated the ordinance provides for negotiations by the City Manager.

Vice Mayor Wright stated he was not comfortable moving forward with the price as outlined in the RFP. Discussion continued.

Moved by Commissioner Bolton; seconded by Commissioner Daniel to amend Ordinance TO2556 on first reading to award the contract to Coastal Waste and Recycling.

Mayor Gomez called for a recess at 8:55 p.m.

Mayor Gomez called the meeting to order at 9:15 p.m.

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Assistant City Attorney Ryan advised the Commission had the authority to make a decision based on the totality of information gathered during the RFP process. She stated staff had spoken with Coastal Waste and Recycling during the break for clarification of their comments at the May 6 workshop, and they had confirmed a willingness to match the price as discussed.

Motion Failed: 3-2.

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

Moved by Vice Mayor Wright; seconded by Commissioner Bolton to direct the City Manager to negotiate with Coastal Waste and Recycling, Waste Management, and Waste Pro to get the best customer service and best price.

Motion Passed: 3-2.

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

Mayor Gomez clarified the contract was not awarded and the City Manager would follow the process outlined in the RFP to renegotiate terms. City Manager Sucuoglu advised he would go to the proposers and request a Best and Final Offer, which he would then bring back to the Commission at a future meeting. Discussion continued regarding the process. Assistant City Attorney Ryan stated the item would come back for first reading.

Mayor Gomez called for a recess at 9:24 p.m.

Mayor Gomez called the meeting to order at 9:29 p.m.

7. ORDINANCE(S) – SECOND READING

7.a. TO2552 – An Ordinance of the City Commission of the City of Tamarac, Florida, adopting the First (1st) Budget Amendment to the City of Tamarac operating budget, revenues and expenditures, the capital budget, and the financial policies for the Fiscal Year 2024, by increasing the total revenues and expenditures by a total of $5,147,461 as detailed in Attachment "A" attached hereto and summarized in Attachment "B" attached hereto and incorporated herein; providing that the 1st Amendment is being adopted in the same manner as the original budget and serves as the new adopted budget: providing for conflicts; providing for severability; and providing for an effective date.

Assistant City Attorney Ryan read the title for the record.

Moved by Commissioner Bolton; seconded by Commissioner Villalobos to adopt Ordinance TO2552.

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

Commissioner Bolton asked staff to outline what a budget amendment is, how often they take place, and what was being ratified with the adoption of the amendment. Christine Cajuste, Financial Services Director, explained briefly and stated the process covers unforeseen expenses and is typically conducted twice a year. She reviewed the resolutions and actions of the Commission ratified, along with housekeeping items.

Commissioner Bolton asserted the increase in Commission expense accounts was a bad idea and asked that it be stricken from the budget amendment, approving only the amount spent to date. Financial Services Director Cajuste advised she would need to calculate and did not have the year-to-date figure available at this meeting.

Commissioner Bolton stated he had previously brought up the increase to liaison hours, but the residents were vehemently opposed, and that item should also be stricken from the budget amendment. He asked who had asked for an electric vehicle for the Commission. City Manager Sucuoglu responded briefly. Discussion continued regarding vehicles and car allowances.

Commissioner Villalobos stated the Commission needs the increased liaison hours and past issues should not be rehashed.

Vice Mayor Wright commented that he and Mayor Gomez had been opposed to the increase in liaison hours, as no one in the United States should work 32 hours per week without insurance and benefits.

Commissioner Daniel agreed there should be options available to the Commissioners for access to a City vehicle or car allowance and stated she still agrees with the increase to the initiative funds, especially considering some were already spent. City Manager Sucuoglu advised staff previously believed there was a consensus for the options as Commissioner Daniel outlined but had reviewed the record and there was not consensus to move forward with a pool vehicle for the Commission, so the action was retracted.

Mayor Gomez stated these items had been discussed ad nauseum and decisions made, and the Commissioners had acted based on those decisions. She asserted now was not the time to make changes.

Motion Approved: 4-1.

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

8. PUBLIC HEARING(S)

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9. QUASI-JUDICIAL HEARING(S)

9.a. TBO87 - Board Order approving/denying Variance application requesting relief from Section(s) 10-4.7(D)(4)(a) & (b) to allow for a reduction of the required horizontal and vertical articulation design elements on the North Elevation of a proposed religious facility at 7400-7550 N University Drive, Tamarac, Florida 33321.

Mayor Gomez advised that items 9.a., 9.b, and 9.c. would be heard together.

Assistant City Attorney Ryan read the titles for the record, followed by the quasi-judicial procedures as applicable to all three (3) items.

City Clerk Kimberly Dillon swore in those wishing to provide testimony. Mayor Gomez asked for any ex-parte communication. The Commissioners advised they had each attended the church. Vice Mayor Wright and Mayor Gomez stated they were also at the groundbreaking.

Moved by Commissioner Bolton; seconded by Vice Mayor Wright to approve Board Order TBO87.

Pastor Greg Baldeo, and Pirooz Bonojendi, Tally Engineering, designated agents for the petitioner, made a presentation which is on file in the City Clerk's Office.

Mayor Gomez opened a public hearing on the item.

Jeffrey Shapiro, Woodlands 8, stated the proposed site was on a major thoroughfare in Tamarac, and the church would be a good use of the land. He commented that based on the elevations and drawings as presented, the Commission should approve the variances.

Mayor Gomez closed the public hearing.

Commissioner Villalobos asked the plans for adjacent land owned by the church. Mr. Bonojendi advised a six (6) foot masonry wall was planned, along with a buffer. Pastor Baldeo stated the vision for that property was for future discussion.

Vice Mayor Wright stated the Adventist Church is well organized as a community organization and he supports the application.

Commissioner Bolton noted the church is growing and asked if the building as planned was big enough. Pastor Baldeo commented that the church takes donations to make things bigger.

Commissioner Bolton stated a member of the church lives on his street and always reminds him to remember her church. He commented on roadblocks faced by churches wanting to expand.

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Commissioner Daniel noted it was a good night, and it had been important to her to move this project forward. She stated she would like to talk about anything that could be done to help the community.

Mayor Gomez commented on her enjoyment of the congregation and their hard work to create a strategic plan and fund this project. She asked the projected timeline for addition of the wings on the north elevation. Pastor Baldeo stated the plan was to complete everything within the strategic plan period. Discussion ensued as to improvements to the north elevation in the interim.

Motion Approved: 5-0.

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

9.b. TBO88 - Board Order approving/denying Variance applications requesting relief from Section 10-4.4(L)(3)(c)(i) to permit the installation of a landscape buffer twenty-two (22) feet in width at its narrowest point, in lieu of a twentyfive (25)-foot continuous landscape buffer required between residential and non-residential property along the east property line at 7400-7550 N University Drive, Tamarac, Florida 33321.

Moved by Commissioner Bolton; seconded by Vice Mayor Wright to approve Board Order TBO88.

Motion Approved: 5-0.

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

9.c. TR14114 - A Resolution of the City Commission of the City of Tamarac, Florida, granting site plan approval (major) with conditions for Eliathah Seventh Day Adventist Church to allow for the construction of an 18,430 sq. Ft. religious facility with a buffer wall, parking lot, and landscape features; for the property located at 7400-7550 N University Drive, Tamarac, Florida, (Case No. 9-SP-20); providing for conflicts; providing for severability; and providing for an effective date.

Moved by Commissioner Bolton; seconded by Vice Mayor Wright to approve Resolution TR14114.

Motion Approved: 5-0.

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

9.d. TO25555 - 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

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10-2.1(B) of Chapter 10 of the City of Tamarac Code of Ordinances for approximately 3.01 acres of land located at 7951 W Commercial Boulevard, situated, lying, and being in Broward County, Florida, and legally described in Exhibit "A", from the current MU-G (Mixed-Use General) zoning classification to PD (Planned Development) zoning classification, to facilitate the development of Advantis Tamarac and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 3-Z23 & 1-PD-23); providing for amendment to the Official Zoning Map to reflect such change; providing for a waiver of the minimum ten (10) acres contiguous land requirement; providing for a bonus density greater than fifty (50) dwelling units per acre; providing for the assignment of two hundred seventy-eight (278) mid-rise apartment local activity center residential dwelling units; providing for conflicts; providing for severability; and providing for an effective date.

Assistant City Attorney Ryan read the title for the record.

City Clerk Kimberly Dillon swore in those wishing to provide testimony. Mayor Gomez asked for any ex-parte communication. Commissioner Bolton stated Attorney Scott Backman had called him, and he had attended the community meeting. Commissioner Daniel stated she met with Mr. Backman and another member of the development team. Mayor Gomez disclosed that she had attended the community meeting and met with the applicant and Mr. Backman. Vice Mayor Wright stated he met with the applicant at City Hall and had run into Mr. Backman at a hockey game a few days prior to the meeting. Commissioner Villalobos stated he met with the applicant and Mr. Backman.

Moved by Commissioner Bolton; seconded by Commissioner Villalobos to approve Ordinance TO2555.

Scott Backman, Dunay, Miskel, and Backman, LLP, agent for the petitioner, made a presentation which is on file in the City Clerk's Office.

Assistant City Attorney Ryan noted an error in the address in the ordinance and advised the meeting had been advertised with a map showing the correct address.

Mayor Gomez opened a public hearing on the item.

Dr. Kate Johnson, Mainlands 4, asserted the proposed use of this property needed serious consideration. She stated the tax base is a consideration, but existing residents will be impacted by traffic. She commented on the proposed density and height of the project, and stated the requirements should not be waived. She highlighted commitments not met on the Tamarac Village project and asked what safeguards and penalties were being put in place. She added that luxury living does not provide the affordable housing that low-income residents need.

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Jeffrey Shapiro, Woodlands 8, stated the design reminded him of British Columbia, Canada, and the architecture was upcoming for the area. He asked if the parking garage would be gated, and if it is possible to get additional garage spaces. He stated mixed use was attractive and may be the start of a walkable Tamarac.

Mayor Gomez closed the public hearing.

Moved by Mayor Gomez; seconded by Commissioner Daniel to extend the meeting to complete the agenda.

Motion Approved: 5-0.

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

Commissioner Villalobos asked the applicant to discuss the community meeting held. Mr. Backman stated a meeting was held in late March, which was noticed to a 400-foot radius of the property and nine (9) attendees were present from four (4) communities. He advised that most feedback was similar to that of Mr. Shapiro, and three (3) residents were completely opposed.

Commissioner Villalobos asked about the traffic study and other developments. Mr. Backman summarized the results of the traffic study and noted mitigation of any issues would be part of the Site Plan approval process in cooperation with the City and County. He discussed other mixed-use developments briefly.

Commissioner Villalobos asked staff how many applicants had applied to develop the site in the past and potential other uses for the property. Assistant City Manager and Community Development Director Maxine Calloway stated this was the sole applicant and advised the ideal project for the zoning was mixed-use with residential and commercial.

Commissioner Villalobos noted he had proposed a moratorium on building and would like to see the impacts of projects in progress before moving forward with new development, but also liked the project.

Mayor Gomez called for a recess at 11:30 p.m.

Mayor Gomez called the meeting to order at 11:40 p.m.

Vice Mayor Wright asked for details on which restaurant would be in the space included in the project. Mr. Backman advised of the requirement for strict confidentiality. He stated the team had been talking to more than 20 groups regarding national and local options and pointed out the space would be built out as a restaurant to expedite the process.

Vice Mayor Wright commented on development in Coral Springs and changing demographics. He asked why the City should not save the restaurant space until it

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is more attractive due to projects being built in surrounding communities. Mr. Backman reasoned that scenario would allow the other communities to benefit from the economic development and growth associated with the projects and discussed the benefits of the development.

Vice Mayor Wright stated he lives nearby and likes the concept and the walkable area, but residents are concerned with traffic. He asserted they were trying to take something zoned for a restaurant and turn it into 278 apartment units.

Commissioner Daniel stated she loves the project and its thoughtfulness, stating the development team had listened to the City's concerns. She shared her experience living in a mixed-use development and noted the concept works. She asserted the area needs change and this is a good project.

Commissioner Bolton stated the project was pretty, but he did not like it for the residents. He commented on negative feedback on social media in response to a poll on the project and asked about safety for residents living in the building. Mr. Backman advised it would be a secured building.

Commissioner Bolton asked what percentage of the property would be designated as attainable housing. Mr. Backman stated 10 percent of the units would be Workforce Housing. Discussion continued regarding the rent calculation, eligibility, and qualification. Assistant City Manager Calloway provided additional details on the City's involvement in eligibility determinations.

Commissioner Bolton asked about the impact of affordable housing units on the developer's tax burden. Mr. Backman advised of the Live Local Act enacted by the Florida legislature and associated tax credits.

Commissioner Bolton inquired as to the square footage of Cheddar's and the proposed restaurant. Assistant City Manager Calloway stated the existing, now vacant Cheddar's restaurant was 8,735 square feet, and the total indoor and outdoor dining space of the proposed restaurant was 4,135 square feet.

Commissioner Bolton asserted a major national restaurant would require a big kitchen and dining space. Mr. Backman noted an 8,735 square foot restaurant was probably destined to fail, and they are working with the City and consultants to set up a restaurant tenant for success. Discussion continued.

Vice Mayor Wright asked for clarification on the income qualification and associated rents work Workforce Housing. Assistant City Manager Calloway reviewed the figures. Vice Mayor Wright asserted the proposed income requirements for the attainable units were too high.

Commissioner Daniel stated teachers would not be able to afford even the cheapest apartments built in Tamarac, so people have roommates. She commented that

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change is needed, and the Commission needs to make something happen. She agreed with Mr. Backman's comments that large restaurants are not around anymore and asked that people share facts. She noted the Cheddar's building had been vacant for years, and voting against this project does not make that better. She added that not building apartments increases the City's homeless population.

Mayor Gomez stated there had been a vision for development like this since 2005. Assistant City Manager Calloway confirmed the City had been working toward this vision for more than 19 years, highlighting the creation of the Local Activity Center, and changes to the Zoning Map, Comprehensive Plan, and Land Use Plan to encourage projects like that proposed. She discussed redevelopment as opportunities arise.

Mayor Gomez asked about the success of a restaurant of comparable size to that proposed. Assistant City Manager Calloway responded briefly.

Mayor Gomez highlighted the Workforce Housing element of the project and stated there had not been recent development for that income. She stated the City has more housing, they will be better able to provide what residents are clamoring for. She noted having the restaurant built out felt like a protection to make sure a restaurant will be brought in. She argued mixed-use is the way to go, and stated Tamarac has stopped developing. She acknowledged people are scared, and stated the Commissioners need to give up those fears to have vision and lead by example.

Commissioner Bolton asked if the applicant would be amenable to changing the attainable housing eligibility requirement from 120 percent Area Median Income (AMI) to 80 percent. Mr. Backman responded that they were not. He stated the level had been reached based on City programs and discussions, and was how the project had been underwritten, so that change would have a significant impact.

Commissioner Bolton asked if the applicant was willing to redesign the restaurant to double the square footage. Mr. Backman advised they were not.

City Manager Sucuoglu clarified that traffic and affordability are universal problems for the region and commented on measurable impacts of projects to change the face of Tamarac along the Commercial Boulevard corridor. He recommended approval of the project.

Commissioner Bolton asserted the people on social media who were opposed to this project are real and are being heard. Assistant City Attorney Ryan advised this was a quasi-judicial proceeding, and decisions have to be made based on what was on the record and the testimony heard at the meeting. She discussed hearsay and the applicant's right to respond.

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Commissioner Bolton reviewed his issues with the development, including the square footage of the restaurant, percentage of unattainable housing, and the density of the City's vision.

Motion Failed: 3-2.

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

10. OTHER

ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 12:32 a.m.

Minutes transcribed by Crysta Parkinson, 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, May 8, 2024.

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

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

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TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: June 10, 2024

SUBMITTED BY: Gladis Arteta-Delgado

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14125

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14125 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding RFP No. 24-04R and authorizing the City Manager or Designee to enter into Agreements with Ashbritt, Inc. and Ceres Environmental Services Inc. for Disaster Debris Removal Services based on established contract fixed unit prices; authorizing proper city officials to execute contract renewals, including annual price escalation / de-escalation per RFP No. 24-04R; authorizing the City Manager or Designee to approve assignments and other amendments to the Agreements; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

I recommend the City Commission approve the award of RFP No. 24-04R for Disaster Debris Removal Services and authorize the execution of Agreements with Ashbritt, Inc. as the primary contractor and Ceres Environmental Services, Inc. as the secondary contractor; and that this item be placed on the June 10, 2024, Commission Agenda.

BACKGROUND:

The City of Tamarac Public Services Department is the lead agency responsible for providing emergency engineering/public works services in the event of a disaster. These services include the repair of public infrastructure and facilities, clearance of debris and restoration of critical public services.

In the event of a major disaster, such as a hurricane, the City's Public Services Department would require

supplemental resources to rapidly restore the City to pre-disaster conditions. However, given a large regional disaster, mutual aid resources from neighboring jurisdictions would be extremely limited or unavailable.

One of the alternatives available to augment the City's emergency response capabilities is to contract for disaster recovery services with private sector service providers. An emergency services agreement with an established service provider, places a vast array of specialized equipment, personnel, and material at the City's disposal in the event of a disaster. The Federal Emergency Management Agency ("FEMA") encourages Cities to award prepositioned contracts, or advance contracts, before an incident occurs. The use of prepositioned contracts allows Cities to conduct a deliberate procurement process outside the pressure and immediate demands of a disaster. It also helps to ensure that Cities have contractors ready to perform work quickly after an incident occurs when needed most. The use of two contractors, as a primary and secondary, is an accepted best practice to better ensure the City has adequate resources in case one contractor cannot respond and/or if two contractors are required due to the scope of the disaster.

On March 21, 2024, the City of Tamarac published RFP 24-04R for Disaster Debris Removal Services. Submittals from nine (9) firms were received and opened on April 11, 2024. An Evaluation Committee, facilitated by the Assistant Procurement and Contracts Manager and comprised of the Assistant Director of Public Services, the Assistant Director/Controller of Financial Services, and the Public Services Operations Manager, reviewed and evaluated the submittals. The total preliminary evaluation score is summarized below, for a detailed evaluation tabulation, see Temporary Resolution No. 14125.

Vendor	Total Evaluation Score
DRC Emergency Services, LLC	92.83
Ceres Environmental Services, Inc.	86.97
AshBritt, Inc.	85.08
Looks Great Services of MS, Inc.	75.70
CrowderGulf Joint Venture, Inc.	75.01

Roads, Inc of NWF	70.01
TFR ENTERPRISES, INC	69.34
CTC Disaster Response, Inc.	64.73
Aftermath Disaster Recovery, Inc.	63.20

Per RFP 24-04R, the evaluation of the proposals included the following areas:

- Qualification of the Vendor,
- Ability to fulfill the scope of the project and meet the needs of the City;
- Technical Approach; and
- Cost

The top three (3) shortlisted firms, ranked by the evaluation criteria points, were invited to make presentations to the Evaluation Committee on May 20, 2024. Based on the evaluation of the totality of their proposals and presentations, the Evaluation Committee determined that Ashbritt, Inc. was the highest ranked firm, and that Ceres Environmental Services, Inc. was the second highest ranked firm utilizing a Best Value process ranking from 1 to 10, as provided for in the RFP. Per the provisions of RFP 24-04R, Ashbritt, Inc. is recommended as the primary vendor, and Ceres Environmental Services, Inc. as the secondary vendor.

Further due diligence was performed in accordance with procedures established for this type of contract under the requirements of Title 2, Code of Federal Regulations Part 200.317 to 200.327, “Procurement Standards”. All firms were required to agree to Federally required contract provisions found in Title 2, Code of Federal Regulations Appendix II, and an Independent Cost Estimate price comparison of recent competitive solicitations in Central and South Florida, which Ashbritt, Inc. and Ceres Environmental Services, Inc. participated were evaluated was also provided.

ISSUE:

Award of RFP 24-04R and execution of Agreements between the City of Tamarac and Ashbritt, Inc. and Ceres Environmental Services, Inc. as primary and secondary vendors, respectively, for Disaster Debris Removal

Services.

STRATEGIC GOALS: Goal #4: Tamarac is Vibrant

ATTACHMENTS:

TR 14125 Memo - Disaster Debris Removal Contract 24-04R 20240524 (JD).docx
TR 14125 - RESO - Disaster Debris Removal 24-04R 20240524.docx
Exhibit 1 Committee Evaluation Totals.pdf
Exhibit 2 AGREEMENT - RFP 24-04R - ASHBRITT, INC..pdf
Exhibit 3 AGREEMENT- RFP 24-04R - CERES ENVIRONMENTAL.pdf

City of Tamarac
Interoffice Memorandum
Public Services Department

To: **Levent Sucuoglu, City Manager**

Thru: **John E. Doherty, P.E., Public Services Director**

From: **Troy Gies, Assistant Director of Public Services/Public Works**

Date: **May 22, 2024**

Re: **TR 14125 – Award of RFP No. 24-04R for Disaster Debris Removal Services to Ashbritt, Inc., and Ceres Environmental Services, Inc. as primary and secondary firms, respectively– City Commission Meeting of June 10, 2024**

Recommendation:

I recommend the City Commission approve the award of RFP No. 24-04R for Disaster Debris Removal Services and authorize the execution of Agreements with Ashbritt, Inc. as the primary contractor and Ceres Environmental Services, Inc. as the secondary contractor; and that this item be placed on the June 10, 2024, Commission Agenda.

Issue:

Award of RFP 24-04R and execution of Agreements between the City of Tamarac and Ashbritt, Inc. and Ceres Environmental Services, Inc. as primary and secondary vendors, respectively, for Disaster Debris Removal Services.

Background:

The City of Tamarac Public Services Department is the lead agency responsible for providing emergency engineering/public works services in the event of a disaster. These services include the repair of public infrastructure and facilities, clearance of debris and restoration of critical public services.

In the event of a major disaster, such as a hurricane, the City's Public Services Department would require supplemental resources to rapidly restore the City to pre-disaster conditions. However, given a large regional disaster, mutual aid resources from neighboring jurisdictions would be extremely limited or unavailable.

One of the alternatives available to augment the City's emergency response capabilities is to contract for disaster recovery services with private sector service providers. An emergency services agreement with an established service provider, places a vast array of specialized equipment, personnel, and material at the City's disposal in the event of a disaster. The Federal Emergency Management Agency ("FEMA") encourages Cities to award prepositioned contracts, or advance contracts, before an incident occurs. The use of prepositioned contracts allows Cities to conduct a deliberate procurement process outside the pressure and immediate demands of a disaster. It also helps to ensure that Cities have contractors ready to perform work quickly after an incident occurs when needed most. The use of two contractors, as a primary and secondary,

is an accepted best practice to better ensure the City has adequate resources in case one contractor cannot respond and/or if two contractors are required due to the scope of the disaster.

On March 21, 2024, the City of Tamarac published RFP 24-04R for Disaster Debris Removal Services. Submittals from nine (9) firms were received and opened on April 11, 2024. An Evaluation Committee, facilitated by the Assistant Procurement and Contracts Manager and comprised of the Assistant Director of Public Services, the Assistant Director/Controller of Financial Services, and the Public Services Operations Manager, reviewed and evaluated the submittals. The total preliminary evaluation score is summarized below, for a detailed evaluation tabulation, see Temporary Resolution No. 14125.

Vendor	Total Evaluation Score
DRC Emergency Services, LLC	92.83
Ceres Environmental Services, Inc.	86.97
AshBritt, Inc.	85.08
Looks Great Services of MS, Inc.	75.70
CrowderGulf Joint Venture, Inc.	75.01
Roads, Inc of NWF	70.01
TFR ENTERPRISES, INC	69.34
CTC Disaster Response, Inc.	64.73
Aftermath Disaster Recovery, Inc.	63.20

Per RFP 24-04R, the evaluation of the proposals included the following areas:

- Qualification of the Vendor,
- Ability to fulfill the scope of the project and meet the needs of the City;
- Technical Approach; and
- Cost

The top three (3) shortlisted firms, ranked by the evaluation criteria points, were invited to make presentations to the Evaluation Committee on May 20, 2024. Based on the evaluation of the totality of their proposals and presentations, the Evaluation Committee determined that Ashbritt, Inc. was the highest ranked firm, and that Ceres Environmental Services, Inc. was the second highest ranked firm utilizing a Best Value process ranking from 1 to 10, as provided for in the RFP. Per the provisions of RFP 24-04R, Ashbritt, Inc. is recommended as the primary vendor, and Ceres Environmental Services, Inc. as the secondary vendor.

Further due diligence was performed in accordance with procedures established for this type of contract under the requirements of Title 2, Code of Federal Regulations Part 200.317 to 200.327, “Procurement Standards”. All firms were required to agree to Federally required contract provisions found in Title 2, Code of Federal Regulations Appendix II, and an Independent Cost Estimate price comparison of recent competitive solicitations in Central and South Florida, which Ashbritt, Inc. and Ceres Environmental Services, Inc. participated were evaluated was also provided.

Agreement Summary

The term of the proposed agreement is for three years with the option to renew the contract for two additional three-year periods. Options for renewal will only be exercised upon mutual written

agreement. The Unit prices will remain fixed for the first year and may be adjusted according to the Consumer Price Index for each subsequent year.

The primary scope of the Agreement is for collection, reduction, and disposal of disaster debris. Although the units vary slightly depending upon the type of material, they are primarily units of volume (e.g. cubic yards). Certain specific items which do not lend themselves to tracking by volume (e.g. removal of hazardous/leaning trees and stumps) are charged by item based upon the size of their diameter. These rates are inclusive of equipment and personnel. It is important to note that this Agreement does not include, nor does it allow, mobilization or pre-positioning expenses.

Fiscal Impact:
Funding is intangible. There will be no initial cost to this contract. The estimated expenditure will be on an emergency basis only upon declaration of emergency. In order to qualify for FEMA reimbursement, the City must comply with FEMA's Procurement requirements, including but not limited to the competitive procurement of prepositioned contractors.

The actual amount expended will be dependent upon the scope, size, and duration of the debris generating event, however, the contracts will ensure a competitively bid and consistent price for activities related to the debris removal and disposal activities. The following tabulation is based on the submitted proposals and was used for evaluation purposes, the costs represent what could be expected in a moderate sized debris generating storm, for a detailed cost tabulation, see Temporary Resolution No. 14125.

Vendor	Cost
AshBritt, Inc.	$ 10,907,458.00
Ceres Environmental Services, Inc.	$ 8,491,746.56

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2024_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING RFP NO. 24-04R AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO AGREEMENTS WITH ASHBRITT, INC. AND CERES ENVIRONMENTAL SERVICES INC. FOR DISASTER DEBRIS REMOVAL SERVICES BASED ON ESTABLISHED CONTRACT FIXED UNIT PRICES; AUTHORIZING PROPER CITY OFFICIALS TO EXECUTE CONTRACT RENEWALS, INCLUDING ANNUAL PRICE ESCALATION / DE-ESCALATION PER RFP NO 24-04R; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE ASSIGNMENTS AND OTHER AMENDMENTS TO THE AGREEMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is vulnerable to a variety of natural disasters including hurricanes and tornadoes; and

WHEREAS, the impact of a major disaster would exceed the ability of City emergency response resources; and

WHEREAS, in the event of a major disaster supplemental resources would be required in order to rapidly restore the City to pre-disaster conditions; and

WHEREAS, a disaster recovery agreement with a private sector service provider places a vast array of specialized equipment, personnel and material at the City's disposal in the event of a disaster; and

WHEREAS, the City of Tamarac utilized a competitive procurement process in accordance with procedures established for this type of contract under the requirements of Title 2, Code of Federal Regulations Part 200.317 to 200.327, "Procurement Standards"; and

WHEREAS, on March 21, 2024, the City published RFP No. 24-04R for Disaster Debris Removal and Disposal Services, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, Public Services staff determined, on the basis of State and Federal reimbursement program requirements and industry standards, to award multiple contracts ensuring adequate availability and capacity of disaster debris removal services; and

WHEREAS, on April 11, 2024, the City received and opened nine (9) submittals, and an Evaluation Committee, facilitated by the Assistant Procurement and Contracts Manager and comprised of the Assistant Director of Public Services / Public Works, the Assistant Director/Controller of Financial Services, and the Public Services Operations Manager, reviewed and evaluated the submittals; and

WHEREAS, the Evaluation Committee evaluated the submittals per RFP 24-04R and subsequently short-listed the three (3) highest scoring firms, Ashbritt, Inc., Ceres Environmental Services, Inc. and DRC Emergency Services, LLC, who each provided oral presentations on May 20, 2024; and

WHEREAS, upon completion of oral presentations, the Evaluation Committee ranked the three (3) short-listed submittals based on a best value scoring process as described per RFP 24-04R. A copy of the Evaluation Tabulation for the short-listing and final scoring is hereto attached as Exhibit 1; and

WHEREAS, based upon the Evaluation Scores the top ranked firm is Ashbritt, Inc., and the second ranked firm is Ceres Environmental Services, Inc.; and

WHEREAS, the Director of Public Services, Director of Financial Services, and the Procurement and Contracts Manager recommend the City of Tamarac execute an

Agreement with Ashbritt, Inc. as the primary vendor, and execute an Agreement with Ceres Environmental Services, Inc. as the secondary vendor, copies of the Agreements are attached hereto as “Exhibit 2” and “Exhibit 3”, respectively; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to execute Agreements with Ashbritt, Inc. and with Ceres Environmental Services, Inc. for Disaster Debris Removal Services, as primary and secondary vendors, respectively.

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

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

SECTION 2: The City Commission HEREBY awards RFP No. 24-04R to Ashbritt, Inc. and Ceres Environmental Services, Inc., and approves Agreements between the City of Tamarac and Ashbritt, Inc and Ceres Environmental Services, Inc. (“The Agreements”) and the appropriate City officials are hereby authorized to execute the Agreements, hereto attached as “Exhibit 2” and “Exhibit 3”, respectively, to provide Disaster Debris Removal Services.

SECTION 3: The appropriate City Officials are HEREBY authorized to extend or renew the Agreements with Ashbritt, Inc. and Ceres Environmental Services, Inc. for Disaster Debris Removal Services, including annual escalation / de-escalations

per RFP No. 24-04R; and to approve assignments and other amendments to the Agreements.

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

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

"The remainder of this page is left blank intentionally"

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

PASSED, ADOPTED AND APPROVED this_____day of _____, 2024.

_____
MICHELLE J. GOMEZ
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

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

DISASTER DEBRIS REMOVAL SERVICES

COMMITTEE EVALUATION TOTALS

	Company	Qulifications	Ability	Technical	Price	Total
1	Aftermath Disaster Recovery, Inc.	16.33	17.67	16.00	16.14	66.14
2	AshBritt, Inc.	25.00	27.67	19.67	18.75	91.08
3	Ceres Environmental Services, Inc.	23.00	26.67	17.67	24.09	91.42
4	CrowderGulf Joint Venture, Inc.	22.00	25.67	17.33	14.28	79.28
5	CTC Disaster Response, Inc.	18.33	18.67	14.67	16.18	67.85
6	DRC Emergency Services, LLC	23.00	25.00	19.00	30.00	97.00
7	Looks Great Services of MS, Inc.	18.67	18.67	15.67	25.81	78.81
8	Roads, Inc of NWF	15.67	14.67	14.00	28.12	72.45
9	TFR Enterprises, Inc.	20.67	20.67	17.00	14.45	72.78

Shortlisted Proposers

	Company	Weighted Score (FINAL)	Consesus Score
1	DRC Emergency Services, LLC	92.83	97
2	Ceres Environmental Services, Inc.	86.97	91.42333333
3	AshBritt, Inc.	85.08	91.08333333
4	Looks Great Services of MS, Inc.	75.70	78.81
5	CrowderGulf Joint Venture, Inc.	75.01	79.28
6	Roads, Inc of NWF	70.01	72.45333333
7	TFR ENTERPRISES, INC	69.34	72.78333333
8	CTC Disaster Response, Inc.	64.73	67.84666667
9	Aftermath Disaster Recovery, Inc.	63.20	66.14

Consensus Composite Score (Post Presentations)

RANK	Company	Price	Assistant Director Public Services	Operations Manager Public Services	Assistant Director/Controller Financial Services	Consensus Composite Score
1	AshBritt, Inc.	$ 10,907,458.00	9	9	10	9.3
2	Ceres Environmental Services, Inc.	$ 8,491,746.56	8	7	9	8.0
3	DRC Emergency Services, LLC	$ 6,817,521.95	7	6	8	7.0

AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

ASHBRITT, INC.

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and ASHBRITT, INC., a Florida Profit Corporation with principal offices located at 565 E. Hillsboro Blvd. Deerfield Beach, FL (the "Contractor") to provide Disaster Debris Removal for the City of Tamarac.

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

1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Bid Document No. 24-04R for "DISASTER DEBRIS REMOVAL", issued by the City of Tamarac on March 21, 2024 including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions, Instructions to Bidder's), drawings and/or schematic plans, Technical Specifications, all addenda, the Contractor's Bid response dated April 10, 2024, Attachment A – REQUIREMENTS FOR FEDERAL GRANTS – SECTION A -- PROCUREMENT STANDARDS AND SECTION B -- PART 2, 200 – APPENDIX II and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid 24-04R for "DISASTER DEBRIS REMOVAL" as issued by City, and the contractor's bid response; Bid 24-04R for DISASTER DEBRIS REMOVAL" as issued by City shall take precedence over the contractor's bid response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2. THE WORK

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

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

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

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

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

3. INSURANCE

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

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

- General Liability - $1M/$2M
- Automobile – $1M/$1M
- Workers Comp – Statutory

4. CONTRACT TERM

4.1 The contract period shall be for three (3) years based upon successful performance by the Contractor. The initial contract term shall commence upon date of award by the City or at a date mutually agreeable with the successful contractor, whichever is later and shall expire three (3) years from that date. Upon completion of the first three (3) year period, the City reserves the right to renew the Contract for up to two (2) additional three (3) year periods providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

4.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement and Contracts Manager. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement.

4.3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Once the Contractor is activated after any event, through the issuance of a Notice to Proceed**,** the work to be performed under this Agreement shall be commenced not later than the days specified in the City's Notice to Proceed. The work shall be completed

within the time schedule agreed upon by Contractor and City for Final Completion from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents.

5. CONTRACT SUM

Pricing shall conform to the pricing schedule submitted by Contractor, included herein as ATTACHMENT B – FEE SCHEDULE. Unit pricing shall govern for all work performed.

6. PAYMENTS

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Invoices must bear the proposal number, #24-04R, project name, project number, and purchase order number. The City has up to thirty (30) business days to review, approve and pay all invoices after receipt. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7. REMEDIES

7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8. WARRANTY

Contractor warrants the service provided are in accordance with the specifications of RFP No. 24-04R. In the event that services do not meet the specifications, Contractor shall perform such steps as required to remedy the defects within a reasonable time after work has been performed.

9. INDEMNIFICATION

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

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

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

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

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

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

10. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

10.1 During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information or disability if qualified.

10.2 The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

11. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement

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

12. ASSIGNMENT AND SUBCONTRACTING

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

13. NOTICE

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

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

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

CONTRACTOR

Name: Ashbritt, Inc.
Address:565 East Hillsboro Boulevard, Deerfield Beach, FL 33441
FIN/EIN:90-0868875
Contract Licensee:CGC1533864
Contact: Charles Knight, Secretary
Email: response@ashbritt.com
Phone: (954) 725-6992
Fax: (954) 818-4416

14. TERMINATION

14.1 Termination for Convenience: This Agreement may be terminated by City for convenience, upon seven (7) days of written notice by terminating party to the other party for such termination in which event Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to

termination. In the event that Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify city against loss pertaining to this termination.

14.2 **Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

15. AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement; and is subject to termination based on lack of funding.

16. VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17. SIGNATORY AUTHORITY

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

18. SEVERABILITY; WAIVER OF PROVISIONS

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

19. UNCONTROLLABLE CIRCUMSTANCES

19.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions, such as delays in permitting due to outside agencies, which are beyond the Contractor's control.

19.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

20. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21. NO CONSTRUCTION AGAINST DRAFTING PARTY

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22. CONTINGENT FEES

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

23. SCRUTINIZED COMPANIES - 287.135 AND 215.473

23.1 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:

23.1.1 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:

23.1.1.1 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

23.1.1.2 Is engaged in business operations in Syria.

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

24. PUBLIC RECORDS

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

24.1.1 Keep and maintain public records required by the CITY in order to perform the service.

24.1.2 Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.

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

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

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

25. 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.

26. GRANT FUNDING REQUIREMENTS:

26.1 Items purchased from this Agreement may be funded by federal grants. Purchases made herein are made in accordance with the requirements of Federal Regulations contained in Title 2 Code of Federal Regulations (CFR) Part 200, "Procurement Standards" as well as regulations promulgated by Federal Agencies including the Office of Management and Budget (OMB) or other federal agencies providing such grants in conjunction with the City's needs.

26.2 The City has included the text of the Federal Grant Requirements "Procurement Standards" and incorporated 2 C.F.R. Part 200 §§ 200.317 through 200.327, along with Appendix II as ATTACHMENT A – "REQUIREMENTS FOR PROJECTS FUNDED BY FEDERAL GRANTS" to this solicitation. Contractor shall agree to the applicable requirements of Appendix II for grants. Federal requirements will not apply to projects which are not funded by Federal agencies either directly or through another agency when the City is a subrecipient of federal grant funding.

27. CUSTODIAN OF RECORDS

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

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321

(954) 597-3505
CITYCLERK@TAMARAC.ORG

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

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

Levent Sucuoglu, City Manager

Date

ATTEST:

Kimberly Dillon, CMC
City Clerk

Date

Approved as to form and legal sufficiency:

Hans Ottinot, City Attorney

Date

ATTEST:

ASHBRITT, INC.
Company Name

Signature of Corporate Secretary

Signature of Secretary

Charles Knight
Name of Corporate Secretary

Name of Secretary

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF_____:
:SS
COUNTY OF _____:

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

WITNESS my hand and official seal this day of day of_____, 20___.

_____
Signature of Notary Public
State of Florida at Large

_____
Print, Type or Stamp
Name of Notary Public

☐ Personally, known to me or
☐ Produced Identification

_____
Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an oath.

ATTACHMENT A – REQUIREMENTS FOR PROJECTS FUNDED BY FEDERAL GRANTS

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

A. PROCUREMENT STANDARDS

This document shall be incorporated as a contract document attachment for 24-04R Disaster Debris Removal Services which may be partially or fully funded through a federal grant provided to the City of Tamarac ("CITY"). Therefore, when the CITY engages in contracting for such projects. Contractors / Consultants should familiarize themselves with the regulations and requirements contained below and in Part 2 C.F.R. 200 Sections 317-327 "PROCUREMENT STANDARDS", provided for reference, and must comply with the applicable provisions of 2 C.F.R. Appendix II included herein when CITY projects are funded with Federal Funds.

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

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

1. 200.317 PROCUREMENT BY STATES & NON-FEDERAL ENTITIES (Not applicable to non-federal local governments)

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

2. 200.318 (a-b)GENERAL PROCUREMENT STANDARDS

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

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

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

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

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

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

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

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

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

6. 200.318 (f) SURPLUS PROPERTY

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

7. 200.318 (g) VALUE ENGINEERING

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

8. 200.318 (h) RESPONSIBLE CONTRACTOR

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

9. 200.318 (i) HISTORY/METHODOLOGLY OF PROCUREMENT

The CITY shall maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the

method of procurement, selection of contract type, Contractor / Consultant selection or rejection, and the basis for the contract price.

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

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

a. The actual cost of materials; and

b. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

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

11. 200.318 (k)

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

12. 200.319 COMPETITION

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

b. In order to ensure objective Contractor / Consultant performance and eliminate unfair competitive advantage, Contractors / Consultants that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
   1. Placing unreasonable requirements on firms in order for them to qualify to do business;
   2. Requiring unnecessary experience and excessive bonding;
   3. Noncompetitive pricing practices between firms or between affiliated companies;
   4. Noncompetitive contracts to Contractors / Consultants that are on retainer contracts;

5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

c. The CITY must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

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

   2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

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

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

13. 200.320 Methods of procurement to be followed

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

a. ***Informal procurement methods.*** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT),* as defined in § 200.1, or a lower threshold established by the CITY, formal procurement methods are not required. The CITY may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

1. ***Micro-purchases*** –

i. ***Distribution.*** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in § 200.1). To the maximum extent practicable, the CITY should distribute micro-purchases equitably among qualified suppliers.

ii. ***Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the CITY considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the CITY.

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

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

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

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

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

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

2. ***Small purchases*** –
   i. ***Small purchase procedures.*** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the CITY.
   ii. ***Simplified acquisition thresholds.*** The CITY is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the CITY must be authorized or not prohibited under State, local, or tribal laws or regulations.

b. ***Formal procurement methods.*** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by the CITY, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the CITY determines to be appropriate:

1. ***Sealed bids.*** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.
   i. In order for sealed bidding to be feasible, the following conditions should be present:
      A. A complete, adequate, and realistic specification or purchase description is available;
      B. Two or more responsible bidders are willing and able to compete effectively for the business; and
      C. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
   ii. If sealed bids are used, the following requirements apply:
      A. Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
      B. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

C. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

D. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

E. Any or all bids may be rejected if there is a sound documented reason.

2. ***Proposals.*** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

i. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

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

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

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

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

1. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
2. The item is available only from a single source;
3. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

4. The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the CITY; or
5. After solicitation of a number of sources, competition is determined inadequate.

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

MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

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

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

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

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

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

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

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

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

b. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

17. 200.324 Contract cost and price

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

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

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

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

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

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

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

1. The CITY's procurement procedures or operation fails to comply with the procurement standards in this part;

2. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

3. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

4. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

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

1. The CITY may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

2. The CITY may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the CITY that it is complying with these standards. The CITY must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

19. 200.326 Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the CITY provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

a. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified

check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

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

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

20. 200.327 Contract provisions

The CITY’s contracts shall contain the applicable provisions described in appendix II to this part. The following provisions of Appendix II of 2 CFR 200 are hereby incorporated as applicable as a part of this Agreement.

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B. APPENDIX II of 2 CFR 200

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

1. FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

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

3. EQUAL EMPLOYMENT OPPORTUNITY

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

4. DAVIS-BACON & RELATED ACTS –

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

If construction, alteration or repair of public buildings or public works project is

funded or assisted under one or more Federal statutes, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

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

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

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

5. COPELAND ANTI-KICKBACK ACT.

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

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

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS.

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

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

a. Overtime requirements. No Contractor / Consultant or sub-Contractor / sub-Consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

e. (b)(1) through (4) of this section."

7. FEDERAL CLEAN AIR AND WATER ACTS

Contractor / Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal

Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the applicable federal administrating agency and the Regional Office of the Environmental Protection Agency (EPA).

8. DHS SEAL, LOGO, AND FLAGS.

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

9. SUSPENSION AND DEBARMENT.

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

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

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

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

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

10. ADMINISTRATIVE, CONTRACTUAL, OR LEGAL REMEDIES

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

jurisdiction.

11. RIGHTS TO INVENTIONS

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

12. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. Contractor / Consultant will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

14. FRAUDULENT STATEMENTS

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

15. ANTI-LOBBYING.

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

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

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

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

16. RECYCLED PRODUCTS / RECOVERED MATERIALS

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

17. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

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

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

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

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

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

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

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

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

19. REPORTING & RETENTION OF RECORDS

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

20. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Prohibitions: Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception applies, the Contractor / Consultant and its sub-Contractors / Consultants may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

b. **Reporting requirement**: In the event Contractor / Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during

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

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

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

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

22. PERSONALLY, IDENTIFIABLE INFORMATION

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

23. RIGHTS IN DATA

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

24. AFFIRMATIVE SOCIOECONOMIC STEPS

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

25. INSPECTION AND ACCEPTANCE

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

26. DOCUMENTATION OF COSTS

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

27. INCREASING SEAT BELT USE IN THE UNITED STATES.

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

28. REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor / Consultant

is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

29. DISCRIMINATION PROHIBITED.

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

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

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

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

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

e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

30. DRUG FREE WORKPLACE

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

31. PROHIBITION OF GRATUITIES

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

Agreed to and incorporated into RFP #24-04R Disaster Debris Removal Services.

_____

Company Name

Signature of Authorized Representative

Type/Print Name of Authorized Representative

Date

ATTACHMENT B – FEE SCHEDULE

(ATTACHED)

SCHEDULE 1 - EQUIPMENT AND MATERIAL PRICE SCHEDULE

EQUIPMENT TYPE WITH OPERATOR CATEGORY	ESTIMATED HOURS	HOURLY LABOR RATE	TOTAL EXTENDED PRICE
50' Bucket Truck	140	$ 175.0000	$24,500.00
Crash Truck w/Impact Attenuator	70	$ 105.0000	$7,350.00
Dozer Tracked D3 or Equivalent	70	$ 95.0000	$6,650.00
Dozer Tracked D4 or Equivalent	70	$ 110.0000	$7,700.00
Dozer Tracked D5 or Equivalent	70	$ 145.0000	$10,150.00
Dozer Tracked D8 or Equivalent	70	$ 165.0000	$11,550.00
Dump Truck 16 +/- CY	70	$ 95.0000	$6,650.00
Dump Truck 20 +/- CY	70	$ 110.0000	$7,700.00
Dump Truck 38 +/- CY	70	$ 125.0000	$8,750.00
Generator 5.5 kW List kW Capacity	70	$ 65.9900	$4,619.30
Generator 200 kW List kW Capacity	70	$ 339.0100	$23,730.70
Generator 2500 kW List kW Capacity	70	$ 821.8700	$57,530.90
Light Plant with Fuel and Support	140	$ 67.0000	$9,380.00
Gradere w/12" Blade (Min. 30000 LB)	70	$ 135.0000	$9,450.00
Hydraulic Excavator 1.5 CY	70	$ 145.0000	$10,150.00
Hydraulic Excavator 2.5 CY	70	$ 155.0000	$10,850.00
Kunckleboom Loader	140	$ 325.0000	$45,500.00
Lowboy Trailer w/ Tractor	70	$ 125.0000	$8,750.00
Mobil Crane up to 15 Ton	70	$ 185.0000	$12,950.00
Pump 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	$ 197.2500	$13,807.50
Pump 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	$ 298.0000	$20,860.00
Pump 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	$ 435.0000	$30,450.00
		$ 1.0000	
Pickup Truck 1 Ton	70	$ 55.0000	$3,850.00
Skid-Steer Loader 1500 LB Operating Capacity (w/ utility grapple)	70	$ 125.0000	$8,750.00
Skid-Steer Loader 2500 LB Operating Capacity (w/ utility grapple)	70	$ 135.0000	$9,450.00
Compact Track Loader 1500 LB Operating Capacity (w/ utility grapple)	70	$ 110.0000	$7,700.00
Compact Track Loader 2500 LB Operating Capacity (w/ utility grapple)	70	$ 133.0000	$9,310.00
Tub Grinder 800 to 1000 HP	140	$ 595.0000	$83,300.00

EQUIPMENT TYPE WITH OPERATOR CATEGORY	ESTIMATED HOURS	HOURLY LABOR RATE	TOTAL EXTENDED PRICE
Hydraulic Excavator 1.5 cy (w/ thumb)	70	$ 145.0000	$10,150.00
Hydraulic Excavator 2.5 cy (w/ thumb)	70	$ 155.0000	$10,850.00
Truck Flatbed	70	$ 105.0000	$7,350.00
Articulated Telescoping Scissor Lift for Tower 15 hp / 37 ft. lift	140	$ 25.0000	$3,500.00
Water Truck 2500 gal (Non-Potable Dust Control and Pavement Maintenance)	140	$ 105.0000	$14,700.00
Wheel Loader 3 CY 152 HP	70	$ 225.0000	$15,750.00
Wheel Loader 4.0 CY 200 HP	70	$ 265.0000	$18,550.00
Wheel Loader 1.5 CY 95 HP	70	$ 185.0000	$12,950.00
		Subtotal:	$ 565,188.40

SCHEDULE 1 - OTHERS NOT LISTED IN EQUIPMENT OPERATOR CATEGORY

Opted out of table submission

EQUIPMENT TYPE WITH OPERATOR CATEGORY	ESTIMATED HOURS	HOURLY LABOR RATE	TOTAL EXTENDED PRICE
		Subtotal:	Not Submitting

SCHEDULE 1 - HOURLY LABOR

LABOR CATEGORY	ESTIMATED HOURS	HOURLY LABOR RATE	TOTAL EXTENDED PRICE
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	70	$ 95.0000	$6,650.00
Crew Foreman w/Cell Phone & 1 Ton Equip Truck w/ small tools and misc supplies in support of crew	70	$ 85.0000	$5,950.00
Tree Climber/ Chainsaw and Gear	140	$ 125.0000	$17,500.00
Laborer w/ Chainsaw and Gear	140	$ 65.0000	$9,100.00
Laborer w/ Small Tools Traffic Control or Flag Person	140	$ 75.0000	$10,500.00
Bonded and Certified Security Personnel	70	$ 125.0000	$8,750.00
		Subtotal:	$ 58,450.00

SCHEDULE 1 - OTHERS NOT INCLUDED IN HOURLY LABOR CATEGORY

Opted out of table submission

LABOR CATEGORY	ESTIMATED HOURS	HOURLY LABOR RATE	TOTAL EXTENDED PRICE
		Subtotal:	Not Submitting

SCHEDULE 1 - CREW CATEGORY

CREW CATEGORY	ESTIMATED HOURS	HOURLY LABOR RATE	TOTAL EXTENDED PRICE
Wheel loader 2.5 CY 950 or Similar w/ Operator Foreman with Support Vehicle and Small Equipment Laborer w/ Chain Saw and 2 Laborers w/ Small Tools.	240	$ 525.0000	$126,000.00
		Subtotal:	$ 126,000.00

SCHEDULE 1 - OTHERS NOT INCLUDED IN CREW CATEGORY

Opted out of table submission

CREW CATEGORY	ESTIMATED HOURS	HOURLY LABOR RATE	TOTAL EXTENDED PRICE
		Subtotal:	Not Submitting

SCHEDULE 2 (ITEMS #1-5) - UNIT RATE PRICE SCHEDULE

DESCRIPTION	ESTIMATED QUANTITY (CY)	$ PER CUBIC YARD	TOTAL
Vegetative Debris Removal (based on Section 2.4.2). Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a City approved debris management site (DDMS) or City approved final disposal site. This proposed rate shall apply to Removal of Debris from City Parks & Facilities (Section 4.4.4).	300000	$ 8.9500	$2,685,000.00
Removing debris from public property and ROW and hauling to DDMS. C&D Debris Removal (based on Section 4.4.3) Work consists of the collection and transportation of eligible C&D on the ROW or public property to a City approved debris management site (DDMS) or City approved final disposal site.	100000	$ 8.9500	$895,000.00
Removing C&D debris from ROW or public property and hauling to DDMS. Debris Removal from Canals / Waterways (based on Section 4.4.5) Work consists of the collection and transportation of eligible debris from City maintained canals and waterways to a City approved debris management site (DDMS) or City approved final disposal site.	100000	$ 44.5000	$4,450,000.00
Removing debris from City maintained canals/waterways and hauling to DDMS. DDMS Operation and Debris Management and Reduction (based on Section 4.4.6) Work consists of managing and operating DDMS for acceptance management and reduction of eligible C&D and vegetative disaster related debris. The costs associated with acquiring preparing leasing renting operating and remediating land used as DDMS is reflected in this bid.	200000	$ 4.4500	$890,000.00
Haul-out of Reduced Debris to a City Approved Final Disposal Site (based on Section 4.4.7). Work consists of loading and transporting reduced eligible disaster related debris at a City approved DDMS to a City approved final disposal site.	56250	$ 5.7000	$320,625.00
		Subtotal:	$ 9,240,625.00

SCHEDULE 2 (ITEM #6) - MILEAGE FOR HAUL-OUT TO FINAL DISPOSAL SITE IN EXCESS OF 25 MILES FROM DMS.

DESCRIPTION	ESTIMATED QUANTITY (CY)	$ PER CUBIC YARD	TOTAL
Work consists of transporting eligible disaster related debris to a City approved final disposal site in excess of 25 Miles from the DDMS. Distance is measured as the crow flies and rounded to the nearest mile. (0 – 25 Miles shall be included in Item "Haul of Reduced Debris").	0	$ 1.0000	$0.00
Work consists of transporting eligible disaster related debris to a City approved final disposal site in excess of 25 Miles from the DDMS. Distance is measured as the crow flies and rounded to the nearest mile. (26 – 50.9 Miles shall be included in Item "Haul of Reduced Debris").	10000	$ 6.7500	$67,500.00
Work consists of transporting eligible disaster related debris to a City approved final disposal site in excess of 25 Miles from the DDMS. Distance is measured as the crow flies and rounded to the nearest mile. (51 – 75.9 Miles shall be included in Item "Haul of Reduced Debris").	10000	$ 7.7500	$77,500.00
Work consists of transporting eligible disaster related debris to a City approved final disposal site in excess of 25 Miles from the DDMS. Distance is measured as the crow flies and rounded to the nearest mile. (76 – 100.9 Miles shall be included in Item "Haul of Reduced Debris").	10000	$ 9.2500	$92,500.00
Work consists of transporting eligible disaster related debris to a City approved final disposal site in excess of 25 Miles from the DDMS. Distance is measured as the crow flies and rounded to the nearest mile. (101 – 125.9 Miles shall be included in Item "Haul of Reduced Debris").	10000	$ 13.9500	$139,500.00
Work consists of transporting eligible disaster related debris to a City approved final disposal site in excess of 25 Miles from the DDMS. Distance is measured as the crow flies and rounded to the nearest mile. (126 – 150.9 Miles shall be included in Item "Haul of Reduced Debris").	10000	$ 15.4500	$154,500.00
Work consists of transporting eligible disaster related debris to a City approved final disposal site in excess of 25 Miles from the DDMS. Distance is measured as the crow flies and rounded to the nearest mile. (Per CY Rate for Mileage in excess of 151included in Item "Haul of Reduced Debris").	10000	$ 17.7500	$177,500.00
		Subtotal:	$ 709,000.00

SCHEDULE 2 (ITEM #7) - REMOVAL OF HAZARDOUS TREES AND LIMBS (BASED ON SECTION 4.4.8)

DESCRIPTION	ESTIMATED QUANTITY (CY)	$ PER CUBIC YARD	TOTAL
Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2 Vegetative Debris Removal. Sizes as follows:	160	$ 65.0000	$10,400.00
6 inch to 12.99 inch diameter Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2 Vegetative Debris Removal. Sizes as follows:	75	$ 145.0000	$10,875.00
13 inch to 24.99 inch diameter Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2 Vegetative Debris Removal. Sizes as follows:	10	$ 225.0000	$2,250.00
25 inch to 36.99 inch diameter Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2 Vegetative Debris Removal. Sizes as follows:	5	$ 325.0000	$1,625.00
37 inch to 48.99 inch diameter Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2 Vegetative Debris Removal. Sizes as follows:	1	$ 495.0000	$495.00
49 inch and larger diameter Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2 Vegetative Debris Removal. Sizes as follows:	1900	$ 89.0000	$169,100.00
Hanger Removal (per Tree)			
		Subtotal:	$ 194,745.00

SCHEDULE 2 (ITEM #8) - REMOVAL OF HAZARDOUS STUMPS (BASED ON SECTION 4.4.9)

DESCRIPTION	ESTIMATED QUANTITY (CY)	$ PER CUBIC YARD	TOTAL
Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a City approved DDMS. Rate includes removal backfill of stump hole reduction and final disposal. Sizes as follows: 24.1 inch to 36.99 inch diameter	20	$ 295.0000	$5,900.00
Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a City approved DDMS. Rate includes removal backfill of stump hole reduction and final disposal. Sizes as follows: 37 inch to 48.99 inch diameter	10	$ 395.0000	$3,950.00
Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a City approved DDMS. Rate includes removal backfill of stump hole reduction and final disposal. Sizes as follows: 49 inch and larger diameter	1	$ 500.0000	$500.00
		Subtotal:	$ 10,350.00

SCHEDULE 2 (ITEM #9) - ROW White Goods Debris Removal (based on Section 4.4.10)

DESCRIPTION	ESTIMATED QUANTITY (CY)	$ PER UNIT	TOTAL
ROW White Goods Debris Removal (based on Section 4.4.10) Work consists of the removal of eligible White Goods from the ROW to a City approved DDMS site or City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the City approved DDMS to a City approved facility for recycling. Units as follows: AC Units Refrigerators and freezers requiring refrigerant recovery and decontamination	10	$ 110.0000	$1,100.00
ROW White Goods Debris Removal (based on Section 4.4.10) Work consists of the removal of eligible White Goods from the ROW to a City approved DDMS site or City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the City approved DDMS to a City approved facility for recycling. Units as follows: Washers dryers stoves ovens and hot water heaters	25	$ 80.0000	$2,000.00
		Subtotal:	$ 3,100.00

SCHEDULE 2 (ITEMS #10-19) - ANXCILLARY ITEMS

DESCRIPTION	ESTIMATED QUANTITY (CY)	UOM	UNIT PRICE	TOTAL
Household Hazardous Waste Removal Transport and Disposal (based on Section 4.4.11) Work consists of the collection transportation and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill.	1	PER POUND	$ 13.9500	$13.95
E-Waste Removal (based on Section 4.4.12) Work consists of the recovery and disposal of televisions computers computer monitors and microwaves unless otherwise specified in writing by the City.	1	PER UNIT	$ 35.0000	$35.00
Abandoned Vehicle Removal (based on Section 4.4.13) Work consists of the removal and transport of eligible abandoned vehicles as follows:	1	PER UNIT	$ 295.0000	$295.00
Passenger Car				
Abandoned Vehicle Removal (based on Section 4.4.13) Work consists of the removal and transport of eligible abandoned vehicles as follows:	1	PER UNIT	$ 347.0000	$347.00
Single Axle				
Abandoned Vehicle Removal (based on Section 4.4.13) Work consists of the removal and transport of eligible abandoned vehicles as follows:	1	PER UNIT	$ 389.0000	$389.00
Double Axle				
Dead Animal Carcasses (based on Section 4.4.14) Work consists of the recovery and disposal of dead animal carcasses.	1	PER POUND	$ 1.9500	$1.95
Bottled Water (1 Gallon Bottles)	100	PER GALLON	$ 6.1800	$618.00
Bottled Water (24 bottles per case. Each bottle approximately. 16.9 oz.	100	PER CASE OF 24	$ 17.9800	$1,798.00
Ice pre-packaged in 10 lb. bags	100	PER POUND	$ 1.8800	$188.00
Meals Ready-to-Eat	100	EACH	$ 19.7700	$1,977.00
Meals Ready-to-Eat (Kosher)	100	EACH	$ 24.5600	$2,456.00
Portable Outdoor Toilet with Sanitary Pumping Services Included	100	RENTAL PER WEEK	$ 129.0000	$12,900.00
			Subtotal:	$ 21,018.90

AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

CERES ENVIRONMENTAL, INC.

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and CERES ENVIRONMENTAL, INC., a Florida Profit Corporation with principal offices located at 6968 Professional Parkway, Sarasota, FL 34240 (the "Contractor") to provide Disaster Debris Removal for the City of Tamarac.

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

1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Bid Document No. 24-04R for "DISASTER DEBRIS REMOVAL", issued by the City of Tamarac on March 21, 2024 including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions, Instructions to Bidder's), drawings and/or schematic plans, Technical Specifications, all addenda, the Contractor's Bid response dated April 11, 2024, Attachment A – REQUIREMENTS FOR FEDERAL GRANTS – SECTION A -- PROCUREMENT STANDARDS AND SECTION B -- PART 2, 200 – APPENDIX II and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid 24-04R for "DISASTER DEBRIS REMOVAL" as issued by City, and the contractor's bid response; Bid 24-04R for DISASTER DEBRIS REMOVAL" as issued by City shall take precedence over the contractor's bid response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2. THE WORK

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

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

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

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

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

3. INSURANCE

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

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

- General Liability - $1M/$2M
- Automobile – $1M/$1M
- Workers Comp – Statutory

4. CONTRACT TERM

4.1 The contract period shall be for three (3) years based upon successful performance by the Contractor. The initial contract term shall commence upon date of award by the City or at a date mutually agreeable with the successful contractor, whichever is later and shall expire three (3) years from that date. Upon completion of the first three (3) year period, the City reserves the right to renew the Contract for up to two (2) additional three (3) year periods providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

4.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement and Contracts Manager. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement.

4.3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Once the Contractor is activated after any event, through the issuance of a Notice to Proceed, the work to be performed under this Agreement shall be commenced not later than the days specified in the City's Notice to Proceed. The work shall be completed

within the time schedule agreed upon by Contractor and City for Final Completion from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents.

5. CONTRACT SUM

Pricing shall conform to the pricing schedule submitted by Contractor, included herein as ATTACHMENT B – FEE SCHEDULE. Unit pricing shall govern for all work performed.

6. PAYMENTS

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Invoices must bear the proposal number, #24-04R, project name, project number, and purchase order number. The City has up to thirty (30) business days to review, approve and pay all invoices after receipt. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7. REMEDIES

7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8. WARRANTY

Contractor warrants the service provided are in accordance with the specifications of RFP No. 24-04R. In the event that services do not meet the specifications, Contractor shall perform such steps as required to remedy the defects within a reasonable time after work has been performed.

9. INDEMNIFICATION

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

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

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

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

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

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

10. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

10.1 During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information or disability if qualified.

10.2 The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

11. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement

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

12. ASSIGNMENT AND SUBCONTRACTING

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

13. NOTICE

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

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

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

CONTRACTOR

Name: Ceres Environmental, Inc.
Address:6968 Professional Parkway, Sarasota, FL 34240
FIN/EIN:83-3041511
Contract Licensee: CGC1508764
Contact: Tia Laurie, Corporate Secretary
Email: tia.laurie@ceresenv.com
Phone: (800) 218-4424
Fax: (866) 228-5636

14. TERMINATION

14.1 Termination for Convenience: This Agreement may be terminated by City for convenience, upon seven (7) days of written notice by terminating party to the other party for such termination in which event Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to

termination. In the event that Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify city against loss pertaining to this termination.

14.2 **Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

15. AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement; and is subject to termination based on lack of funding.

16. VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17. SIGNATORY AUTHORITY

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

18. SEVERABILITY; WAIVER OF PROVISIONS

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

19. UNCONTROLLABLE CIRCUMSTANCES

19.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions, such as delays in permitting due to outside agencies, which are beyond the Contractor's control.

19.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

20. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21. NO CONSTRUCTION AGAINST DRAFTING PARTY

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22. CONTINGENT FEES

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

23. SCRUTINIZED COMPANIES - 287.135 AND 215.473

23.1 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:

23.1.1 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:

23.1.1.1 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

23.1.1.2 Is engaged in business operations in Syria.

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

24. PUBLIC RECORDS

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

24.1.1 Keep and maintain public records required by the CITY in order to perform the service.

24.1.2 Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.

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

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

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

25. 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.

26. GRANT FUNDING REQUIREMENTS:

26.1 Items purchased from this Agreement may be funded by federal grants. Purchases made herein are made in accordance with the requirements of Federal Regulations contained in Title 2 Code of Federal Regulations (CFR) Part 200, "Procurement Standards" as well as regulations promulgated by Federal Agencies including the Office of Management and Budget (OMB) or other federal agencies providing such grants in conjunction with the City's needs.

26.2 The City has included the text of the Federal Grant Requirements "Procurement Standards" and incorporated 2 C.F.R. Part 200 §§ 200.317 through 200.327, along with Appendix II as ATTACHMENT A – "REQUIREMENTS FOR PROJECTS FUNDED BY FEDERAL GRANTS" to this solicitation. Contractor shall agree to the applicable requirements of Appendix II for grants. Federal requirements will not apply to projects which are not funded by Federal agencies either directly or through another agency when the City is a subrecipient of federal grant funding.

27. CUSTODIAN OF RECORDS

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

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321

(954) 597-3505
CITYCLERK@TAMARAC.ORG

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

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

Levent Sucuoglu, City Manager

Date

ATTEST:

Kimberly Dillon, CMC
City Clerk

Date

Approved as to form and legal sufficiency:

Hans Ottinot, City Attorney

Date

ATTEST:

CERES ENVIRONMENTAL, INC.
Company Name

Signature of Corporate Secretary

Signature of Corporate Secretary

Tia Laurie
Name of Corporate Secretary

Name of Corporate Secretary

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF_____:
:SS
COUNTY OF _____:

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

WITNESS my hand and official seal this day of day of_____, 20___.

_____
Signature of Notary Public
State of Florida at Large

_____
Print, Type or Stamp
Name of Notary Public

☐ Personally, known to me or
☐ Produced Identification

_____
Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an oath.

ATTACHMENT A – REQUIREMENTS FOR PROJECTS FUNDED BY FEDERAL GRANTS

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

A. PROCUREMENT STANDARDS

This document shall be incorporated as a contract document attachment for 24-04R Disaster Debris Removal Services which may be partially or fully funded through a federal grant provided to the City of Tamarac ("CITY"). Therefore, when the CITY engages in contracting for such projects. Contractors / Consultants should familiarize themselves with the regulations and requirements contained below and in Part 2 C.F.R. 200 Sections 317-327 "PROCUREMENT STANDARDS", provided for reference, and must comply with the applicable provisions of 2 C.F.R. Appendix II included herein when CITY projects are funded with Federal Funds.

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

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

1. 200.317 PROCUREMENT BY STATES & NON-FEDERAL ENTITIES (Not applicable to non-federal local governments)

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

2. 200.318 (a-b)GENERAL PROCUREMENT STANDARDS

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

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

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

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

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

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

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

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

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

6. 200.318 (f) SURPLUS PROPERTY

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

7. 200.318 (g) VALUE ENGINEERING

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

8. 200.318 (h) RESPONSIBLE CONTRACTOR

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

9. 200.318 (i) HISTORY/METHODOLOGLY OF PROCUREMENT

The CITY shall maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the

method of procurement, selection of contract type, Contractor / Consultant selection or rejection, and the basis for the contract price.

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

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

a. The actual cost of materials; and

b. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

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

11. 200.318 (k)

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

12. 200.319 COMPETITION

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

b. In order to ensure objective Contractor / Consultant performance and eliminate unfair competitive advantage, Contractors / Consultants that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
   1. Placing unreasonable requirements on firms in order for them to qualify to do business;
   2. Requiring unnecessary experience and excessive bonding;
   3. Noncompetitive pricing practices between firms or between affiliated companies;
   4. Noncompetitive contracts to Contractors / Consultants that are on retainer contracts;

5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

c. The CITY must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

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

   2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

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

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

13. 200.320 Methods of procurement to be followed

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

a. ***Informal procurement methods.*** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT),* as defined in § 200.1, or a lower threshold established by the CITY, formal procurement methods are not required. The CITY may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

1. ***Micro-purchases*** –

i. ***Distribution.*** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in § 200.1). To the maximum extent practicable, the CITY should distribute micro-purchases equitably among qualified suppliers.

ii. ***Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the CITY considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the CITY.

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

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

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

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

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

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

2. ***Small purchases*** –
   i. ***Small purchase procedures.*** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the CITY.
   ii. ***Simplified acquisition thresholds.*** The CITY is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the CITY must be authorized or not prohibited under State, local, or tribal laws or regulations.

b. ***Formal procurement methods.*** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by the CITY, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the CITY determines to be appropriate:

1. ***Sealed bids.*** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.
   i. In order for sealed bidding to be feasible, the following conditions should be present:
      A. A complete, adequate, and realistic specification or purchase description is available;
      B. Two or more responsible bidders are willing and able to compete effectively for the business; and
      C. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
   ii. If sealed bids are used, the following requirements apply:
      A. Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
      B. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

C. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

D. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

E. Any or all bids may be rejected if there is a sound documented reason.

2. ***Proposals.*** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

i. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

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

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

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

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

1. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
2. The item is available only from a single source;
3. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

4. The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the CITY; or
5. After solicitation of a number of sources, competition is determined inadequate.

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

MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

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

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

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

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

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

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

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

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

b. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

17. 200.324 Contract cost and price

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

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

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

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

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

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

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

1. The CITY's procurement procedures or operation fails to comply with the procurement standards in this part;

2. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

3. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

4. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

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

1. The CITY may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

2. The CITY may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the CITY that it is complying with these standards. The CITY must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

19. 200.326 Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the CITY provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

a. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified

check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

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

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

20. 200.327 Contract provisions

The CITY’s contracts shall contain the applicable provisions described in appendix II to this part. The following provisions of Appendix II of 2 CFR 200 are hereby incorporated as applicable as a part of this Agreement.

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B. APPENDIX II of 2 CFR 200

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

1. FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

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

3. EQUAL EMPLOYMENT OPPORTUNITY

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

4. DAVIS-BACON & RELATED ACTS –

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

If construction, alteration or repair of public buildings or public works project is

funded or assisted under one or more Federal statutes, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

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

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

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

5. COPELAND ANTI-KICKBACK ACT.

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

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

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS.

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

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

a. Overtime requirements. No Contractor / Consultant or sub-Contractor / sub-Consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

e. (b)(1) through (4) of this section."

7. FEDERAL CLEAN AIR AND WATER ACTS

Contractor / Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal

Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the applicable federal administrating agency and the Regional Office of the Environmental Protection Agency (EPA).

8. DHS SEAL, LOGO, AND FLAGS.

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

9. SUSPENSION AND DEBARMENT.

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

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

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

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

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

10. ADMINISTRATIVE, CONTRACTUAL, OR LEGAL REMEDIES

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

jurisdiction.

11. RIGHTS TO INVENTIONS

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

12. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. Contractor / Consultant will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

14. FRAUDULENT STATEMENTS

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

15. ANTI-LOBBYING.

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

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

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

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

16. RECYCLED PRODUCTS / RECOVERED MATERIALS

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

17. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

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

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

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

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

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

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

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

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

19. REPORTING & RETENTION OF RECORDS

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

20. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Prohibitions: Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception applies, the Contractor / Consultant and its sub-Contractors / Consultants may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

b. **Reporting requirement**: In the event Contractor / Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during

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

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

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

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

22. PERSONALLY, IDENTIFIABLE INFORMATION

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

23. RIGHTS IN DATA

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

24. AFFIRMATIVE SOCIOECONOMIC STEPS

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

25. INSPECTION AND ACCEPTANCE

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

26. DOCUMENTATION OF COSTS

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

27. INCREASING SEAT BELT USE IN THE UNITED STATES.

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

28. REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor / Consultant

is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

29. DISCRIMINATION PROHIBITED.

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

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

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

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

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

e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

30. DRUG FREE WORKPLACE

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

31. PROHIBITION OF GRATUITIES

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

Agreed to and incorporated into RFP #24-04R Disaster Debris Removal Services.

_____

Company Name

Signature of Authorized Representative

Type/Print Name of Authorized Representative

Date

ATTACHMENT B – FEE SCHEDULE

(ATTACHED)

REVISED FEE SCHEDULE – ADDENDUM NO.1 – RFP 24-04R – DISASTER DEBRIS REMOVAL SERVICES

NOTE: THIS FORM IS PROVIDED AS A SAMPLE ONLY. VENDOR MUST SUBMIT PRICING ELECTRONICALLY THROUGH BIDS AND TENDERS!!!
SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE

EQUIPMENT TYPE WITH OPERATOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
50' Bucket Truck	140	$150.00	$21,000.00
Crash Truck w/Impact Attenuator	70	$120.00	$8,400.00
Dozer, Tracked, D3 or Equivalent	70	$80.00	$5,600.00
Dozer, Tracked, D4 or Equivalent	70	$85.00	$5,950.00
Dozer, Tracked, D5 or Equivalent	70	$90.00	$6,300.00
Dozer, Tracked, D8 or Equivalent	70	$95.00	$6,650.00
Dump Truck, 16 +/- CY	70	$80.00	$5,600.00
Dump Truck, 20 +/- CY	70	$85.00	$5,950.00
Dump Truck, 38 +/- CY	70	$85.00	$5,950.00
Generator, 5.5 kW, List kW Capacity	70	$281.63	$19,714.10
Generator, 200 kW, List kW Capacity	70	$327.38	$22,916.60
Generator, 2,500 kW, List kW Capacity	70	$731.07	$51,174.55
Light Plant with Fuel and Support	140	$35.00	$4,900.00
Gradere w/12" Blade (Min. 30,000 LB)	70	$115.00	$8,050.00
Hydraulic Excavator, 1.5 CY	70	$100.00	$7,000.00
Hydraulic Excavator, 2.5 CY	70	$105.00	$7,350.00
Kunckleboom Loader	140	$215.00	$30,100.00
Lowboy Trailer w/ Tractor	70	$105.00	$7,350.00
Mobil Crane up to 15 Ton	70	$110.00	$7,700.00

Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	$35.00	$2,450.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	$65.00	$4,550.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	$105.00	$7,350.00
EQUIPMENT TYPE WITH OPERATOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
Pickup Truck, 1 Ton	70	$85.00	$5,950.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	$105.00	$7,350.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	$105.00	$7,350.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	$100.00	$7,000.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	$100.00	$7,000.00
Tub Grinder, 800 to 1,000 HP	140	$300.00	$42,000.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	70	$100.00	$7,000.00
Hydraulic Excavator, 2.5 cy (w/ thumb)	70	$105.00	$7,350.00
Truck, Flatbed	70	$85.00	$5,950.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	140	$25.00	$3,500.00
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	140	$90.00	$12,600.00
Wheel Loader, 3 CY, 152 HP	70	$95.00	$6,650.00
Wheel Loader, 4.0 CY, 200 HP	70	$100.00	$7,000.00
Wheel Loader, 1.5 CY, 95 HP	70	$90.00	$6,300.00
EQUIPMENT WITH OPERATOR GRAND TOTAL EXTENDED PRICE:			
OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW			
SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)			

LABOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	70	$60.00	$4,200.00
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc supplies in support of crew	70	$55.00	$3,850.00
Tree Climber/ Chainsaw and Gear	140	$40.00	$5,600.00
Laborer w/ Chainsaw and Gear	140	$48.00	$6,720.00
Laborer w/ Small Tools, Traffic Control, or Flag Person	140	$47.00	$6,580.00
Bonded and Certified Security Personnel	70	$30.00	$2,100.00
LABOR CATEGORY GRAND TOTAL EXTENDED PRICE:			
OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW			
CREW CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	240	$315.00	$75,600.00
OTHERS NOT LISTED IN CREW CATEGORY - PLEASE LIST BELOW			

Note: all hours listed above are for evaluative purposes only and shall not be construed as a promise or guarantee for scope of services provided.			

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SCHEDULE 2 - UNIT RATE PRICE SCHEDULE (Revised 3/15/2024)

Reference to RFP Scope of Services Section 4 for Items 1 to 10. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. Items –11 to 20 are Ancillary Services. Vendors are requested to provide a cost for ancillary items; however these costs will not be used for evaluative purposes.

1	Vegetative Debris Removal (based on Section 4.4.2) Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a City approved debris management site (DDMS) or City approved final disposal site. This proposed rate shall apply to Removal of Debris from City Parks & Facilities (Section 4.4.4).	Estimated Quantity (CY)	$ Per Cubic Yard	Total
Removing debris from public property and ROW and hauling to DDMS		300,000	$8.64	$2,592,000.00
2	C&D Debris Removal (based on Section 4.4.3) Work consists of the collection and transportation of eligible C&D on the ROW or public property to a City approved debris management site (DDMS) or City approved final disposal site.	Estimated Quantity (CY)	$ Per Cubic Yard	Total
Removing C&D debris from ROW or public property and hauling to DDMS		100,000	$8.75	$875,000.00
3	Debris Removal from Canals / Waterways (based on Section 4.4.5) Work consists of the collection and transportation of eligible debris from City maintained canals and waterways to a City approved debris management site (DDMS) or City approved final disposal site.	Estimated Quantity (CY)	$ Per Cubic Yard	Total
Removing debris from city maintained canals/waterways and hauling to DDMS		100,000	$27.75	$2,775,000.00
4	DDMS Operation and Debris Management and Reduction (based on Section 4.4.6) Work consists of managing and operating DDMS for acceptance, management, and reduction of eligible C&D and vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DDMS is reflected in this bid.	Estimated Quantity (CY)	$ Per Cubic Yard	Total
		200,000	$4.54	$908,000.00
5	Haul-out of Reduced Debris to a City Approved Final Disposal Site (based on Section 4.4.7) Work consists of loading and transporting reduced eligible disaster related debris at a City approved DDMS to a City approved final disposal site.	Estimated Quantity (CY)	$ Per Cubic Yard	Total
		56,250	$4.28	$240,750.00

6	Mileage for Haul-out to Final Disposal Site in excess of 25 miles from DDMS Work consists of transporting eligible disaster related debris to a City approved final disposal site in excess of 25 Miles from the DDMS. Distance is measured as the crow flies and rounded to the nearest mile.	Estimated Quantity	$ Per Cubic Yard	Total
	0 – 25 Miles shall be included in Item #5 "Haul of Reduced Debris"	N/A	N/A	N/A
	26 – 50.9 Miles	10,000	$4.78	$47,800.00
	51 to 75.9 Miles	10,000	$5.78	$57,800.00
	76 to 100.9 Miles	10,000	$6.69	$66,900.00
	101 to 125.9 Miles	10,000	$6.89	$68,900.00
	126 to 150.9 Miles	10,000	$7.08	$70,800.00
	Per CY Rate for Mileage in excess of 151 miles	10,000	$7.48	$74,800.00
7	Removal of Hazardous Trees and Limbs (based on Section 4.4.8) Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal. Sizes as follows:	Estimated Quantity	$ Per Tree	Total
	6 inch to 12.99 inch diameter	160	$49.00	$7,840.00
	13 inch to 24.99 inch diameter	75	$88.00	$6,600.00
	25 inch to 36.99 inch diameter	10	$188.00	$1,880.00
	37 inch to 48.99 inch diameter	5	$328.00	$1,640.00
	49 inch and larger diameter	1	$368.00	$368.00
	Hanger Removal (per Tree)	1,900	$79.00	$150,100.00
8	Removal of Hazardous Stumps (based on Section 4.4.9) Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a City approved DDMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Sizes as follows:	Estimated Quantity	$ Per Stump	Total
	24.1 inch to 36.99 inch diameter	20	$300.00	$6,000.00
	37 inch to 48.99 inch diameter	10	$400.00	$4,000.00

	49 inch and larger diameter	1	$500.00	$500.00
9	ROW White Goods Debris Removal (based on Section 4.4.10) Work consists of the removal of eligible White Goods from the ROW to a City approved DDMS site or City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the City approved DDMS to a City approved facility for recycling. Units as follows:	Estimated Quantity	$ Per Unit	Total
	AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	10	$55.00	$550.00
	Washers, dryers, stoves, ovens, and hot water heaters	25	$55.00	$1,375.00
	Total	$ $7,958,603.00		
SCHEDULE 2 (REVISED) - UNIT RATE PRICE SCHEDULE CONTINUED				
Ancillary Options - The Following Items are not included in the Price Evaluation				
10	Household Hazardous Waste Removal, Transport, and Disposal (based on Section 4.4.11) Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill.	Estimated Quantity 1	$ Per Pound	Total
			$8.98	$8.98
11	E-Waste Removal (based on Section 4.4.12) Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	Estimated Quantity 1	$ Per Unit	Total
			$28.00	$28.00
12	Abandoned Vehicle Removal (based on Section 4.4.13) Work consists of the removal and transport of eligible abandoned vehicles as follows:	Estimated Quantity	$ Per Unit	Total
	Passenger Car	1	$250.00	$250.00
	Single Axle	1	$250.00	$250.00
	Double Axle	1	$300.00	$300.00

13	Dead Animal Carcasses (based on Section 4.4.14) Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity 1	$ Per Pound	Total
			$4.98	$4.98
14	Bottled Water (1 Gallon Bottles)	Estimated Quantity 100	$ Per Gallon $3.98	Total $398.00
15	Bottled Water (24 bottles per case. Each bottle approximately. 16.9 oz.	Estimated Quantity 100	$ Per Case of 24 $13.98	Total $1,398.00
16	Ice, pre-packaged in 10 lb. bags	Estimated Quantity 100	$ Pound $4.50	Total $450.00
17	Meals Ready-to-Eat	Estimated Quantity 100	Each $10.00	Total $1,000.00
18	Meals Ready-to-Eat (Kosher)	Estimated Quantity 100	Each $14.00	Total $1,400.00
19	Portable Outdoor Toilet with Sanitary Pumping Services Included	Estimated Quantity 100	Rental Per Week $380.00	Total $38,000.00

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TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: June 10, 2024

SUBMITTED BY: Gladis Arteta-Delgado

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR 14126

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14126 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding RFP No. 24-05R and authorizing the City Manager or Designee to enter into an Agreement with Tetra Tech, Inc. for Disaster Recovery Management Services based on established contract fixed unit prices; authorizing proper city officials to execute contract renewals, including annual price escalation / de-escalation per RFP No. 24-05R; authorizing the City Manager or Designee to approve assignments and other amendments to the Agreements; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

I recommend the City Commission award of RFP No. 24-05R for Disaster Recovery Management Services and authorize the execution of an Agreement with Tetra Tech, Inc.; and that this item be placed on the June 10, 2024, Commission Agenda.

BACKGROUND:

The City of Tamarac Public Services Department is the lead agency responsible for providing emergency engineering/public works services in the event of a disaster. These services include the repair of public infrastructure and facilities, clearance of debris and restoration of critical public services.

Disaster Recovery Management Services following a debris generating event, such as a hurricane, is necessary to assure debris removal contractors operate in compliance with contracts and in accordance with state and federal

reimbursement programs, including but not limited to FEMA, FHWA, and NCRS.

In order for the City of Tamarac to receive assistance for Disaster Recovery Management Services from State and Federal Reimbursement programs (e.g. FEMA, FHWA) the City must implement a Disaster Recovery Management Services program. This service can be provided by independent consultants that are selected by the City. Disaster Recovery Management Services for removal and disposal is a critical component in successful debris operations and in the justification and documentation of any application for FEMA Public Assistance / FHWA Emergency Relief funding. Said outside monitoring firms must be selected via a competitive solicitation process and the contract must be valid prior to an event to ensure maximum reimbursement allowed by State and Federal Reimbursement programs.

In the event of an emergency, such as a hurricane, the City would lack sufficient resources to undertake Disaster Recovery Management Services as required by FEMA/FHWA. One of the alternatives available to augment the City's emergency response capabilities is to contract Disaster Recovery Management Services with private sector service provider. An emergency services agreement, with an established service provider, places a vast array of specialized equipment, personnel and material at the City's disposal in the event of a disaster. This will help Public Services staff to take care of their normal responsibilities in case of an event.

On March 20, 2024, the City of Tamarac published RFP 24-05R for Disaster Recovery Management Services. Submittals from six (6) firms were received and opened on April 11, 2024. An Evaluation Committee, facilitated by the Assistant Procurement and Contracts Manager and comprised of the Director of Public Services, the Assistant Director of Public Services, the Assistant Director / Controller of Financial Services, the City Engineer, the Code Compliance Manager, reviewed and evaluated the submittals. The total evaluation score and subsequent ranking is summarized below, for a detailed tabulation of evaluation scores, see Temporary Resolution No. 14126.

Vendor	Total Evaluation Score	Ranking
Tetra Tech, Inc.	96.21	1
Thompson Consulting Services, LLC	87.34	2
Rostan Solutions, LLC	85.80	3
DebrisTech, LLC	80.71	4
Disaster Program & Operations, Inc.	72.34	5
Tidal Basin Government Consulting LLC	68.28	6

Per RFP 24-05R, the evaluation of the proposals included the following areas:

- Quality of Response
- Experience and Knowledge of Reimbursement Programs, Procedures and Guidelines
- Ability of Firm to Provide Monitoring Services
- Ability to Respond in a Timely Manner with Adequate Resources
- Performance on Similar Contracts
- Cost (estimated based on a moderate debris-generating event)

Based on the evaluation of the proposals, the Evaluation Committee determined that Tetra Tech, Inc. was the highest ranked firm, and per the provisions of RFP 24-05R, Tetra Tech, Inc. is recommended for award of RFP 24-05R

Further due diligence was performed in accordance with procedures established for this type of contract under the requirements of Title 2, Code of Federal Regulations Part 200.317 to 200.327, “Procurement Standards”. All firms were required to agree to Federally required contract provisions found in Title 2, Code of Federal Regulations Appendix II, and an Independent Cost Estimate price comparison of recent competitive bids solicitations in Central and South Florida, which Tetra Tech, Inc. participated.

Agreement Summary

The term of the proposed agreement is three years with the option to renew the contract for two (2) additional three-year periods. Options for renewal will only be exercised upon mutual written agreement. The Unit prices will remain fixed for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

The scope of services for this agreement is almost entirely personnel; and therefore, the unit rate for all items is hourly. The vendor is also responsible for providing annual training related to debris monitoring at no additional cost to the City.

ISSUE:

Award of RFP 24-05R and approval of an Agreement between the City of Tamarac and Tetra Tech, Inc. for Disaster Recovery Management Services.

STRATEGIC GOALS: Goal #4: Tamarac is Vibrant

ATTACHMENTS:

TR 14126 Memo - Disaster Recovery Management Services 24-05R 20240606.docx
TR_14126_-_RESO_-_Disaster_Recovery_Management_Services_24-05R_20240528__JD_.docx
Exhibit 1 -Committee Evaluation Totals.pdf
Exhibit 2 -AGREEMENT - RFP 24-05R - TETRA TECH, INC..pdf

City of Tamarac
Interoffice Memorandum
Public Services Department

To: **Levent Sucuoglu, City Manager**

Thru: **John E. Doherty, P.E., Public Services Director**

From: **Troy Gies, Assistant Director of Public Services/Public Works** TG

Date: **May 22, 2024**

Re: **TR 14126 - – Award of RFP No. 24-05R for Disaster Recovery Management Services to Tetra Tech, Inc. – City Commission Meeting of June 10, 2024**

Recommendation:
I recommend the City Commission award of RFP No. 24-05R for Disaster Recovery Management Services and authorize the execution of an Agreement with Tetra Tech, Inc.; and that this item be placed on the June 10, 2024, Commission Agenda.

Issue:
Award of RFP 24-05R and approval of an Agreement between the City of Tamarac and Tetra Tech, Inc. for Disaster Recovery Management Services.

Background:
The City of Tamarac Public Services Department is the lead agency responsible for providing emergency engineering/public works services in the event of a disaster. These services include the repair of public infrastructure and facilities, clearance of debris and restoration of critical public services.

Disaster Recovery Management Services following a debris generating event, such as a hurricane, is necessary to assure debris removal contractors operate in compliance with contracts and in accordance with state and federal reimbursement programs, including but not limited to FEMA, FHWA, and NCRS.

In order for the City of Tamarac to receive assistance for Disaster Recovery Management Services from State and Federal Reimbursement programs (e.g. FEMA, FHWA) the City must implement a Disaster Recovery Management Services program. This service can be provided by independent consultants that are selected by the City. Disaster Recovery Management Services for removal and disposal is a critical component in successful debris operations and in the justification and documentation of any application for FEMA Public Assistance / FHWA Emergency Relief funding. Said outside monitoring firms must be selected via a competitive solicitation process and the contract must be valid prior to an event to ensure maximum reimbursement allowed by State and Federal Reimbursement programs.

In the event of an emergency, such as a hurricane, the City would lack sufficient resources to undertake Disaster Recovery Management Services as required by FEMA/FHWA. One of the alternatives available to augment the City's emergency response capabilities is to contract Disaster Recovery Management Services with a private sector service provider. An emergency services agreement, with an established service provider, places a vast array of specialized equipment, personnel and material at the City's disposal in the event of a disaster. Services included and are not limited to field monitoring of the debris removal, truck certification, estimating load volumes, management of the temporary debris site, review and verification of all load tickets and invoices. This will help Public Services staff to take care of their normal responsibilities in case of an event.

On March 20, 2024, the City of Tamarac published RFP 24-05R for Disaster Recovery Management Services. Submittals from six (6) firms were received and opened on April 11, 2024. An Evaluation Committee, facilitated by the Assistant Procurement and Contracts Manager and comprised of the Director of Public Services, the Assistant Director of Public Services, the Assistant Director / Controller of Financial Services, the City Engineer, the Code Compliance Manager, reviewed and evaluated the submittals. The total evaluation score and subsequent ranking is summarized below, for a detailed tabulation of evaluation scores, see Temporary Resolution No. 14126.

Vendor	Total Evaluation Score	Ranking
Tetra Tech, Inc.	96.21	1
Thompson Consulting Services, LLC	87.34	2
Rostan Solutions, LLC	85.80	3
DebrisTech, LLC	80.71	4
Disaster Program & Operations, Inc.	72.34	5
Tidal Basin Government Consulting LLC	68.28	6

Per RFP 24-05R, the evaluation of the proposals included the following areas:

- Quality of Response
- Experience and Knowledge of Reimbursement Programs, Procedures and Guidelines
- Ability of Firm to Provide Monitoring Services
- Ability to Respond in a Timely Manner with Adequate Resources
- Performance on Similar Contracts
- Cost (estimated based on a moderate debris-generating event)

Based on the evaluation of the proposals, the Evaluation Committee determined that Tetra Tech, Inc. was the highest ranked firm, and per the provisions of RFP 24-05R, Tetra Tech, Inc. is recommended for award of RFP 24-05R

Further due diligence was performed in accordance with procedures established for this type of contract under the requirements of Title 2, Code of Federal Regulations Part 200.317 to 200.327, “Procurement Standards”. All firms were required to agree to Federally required contract provisions found in Title 2, Code of Federal Regulations Appendix II, and an Independent Cost Estimate price comparison of recent competitive bids solicitations in Central and South Florida, which Tetra Tech, Inc. participated.

Agreement Summary

The term of the proposed agreement is three years with the option to renew the contract for two (2) additional three-year periods. Options for renewal will only be exercised upon mutual written agreement. The Unit prices will remain fixed for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

The scope of services for this agreement is almost entirely personnel; and therefore, the unit rate for all items is hourly. The vendor is also responsible for providing annual training related to debris monitoring at no additional cost to the City.

Fiscal Impact

Funding is intangible. There will be no initial cost to this contract. The estimated expenditure will be on an emergency basis only upon declaration of emergency.

The actual amount expended will be dependent upon the scope, size, and duration of the debris generating event, however, the contracts will ensure a competitively bid and consistent price for activities related to the debris removal and disposal activities. For the purpose of evaluating the cost component of the proposals, staff used estimated total hours for a moderate-sized debris generating storm; and based on the Tetra Tech, Inc. proposal, the estimated cost would be $579,710.00. For a more detailed cost tabulation, see Temporary Resolution No. 14126.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2024_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING RFP NO. 24-05R AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO AN AGREEMENT WITH TETRA TECH, INC. FOR DISASTER RECOVERY MANAGEMENT SERVICES BASED ON ESTABLISHED CONTRACT FIXED UNIT PRICES; AUTHORIZING PROPER CITY OFFICIALS TO EXECUTE CONTRACT RENEWALS, INCLUDING ANNUAL PRICE ESCALATION / DE-ESCALATION PER RFP NO 24-05; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE ASSIGNMENTS AND OTHER AMENDMENTS TO THE AGREEMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is vulnerable to a variety of natural disasters including hurricanes and tornadoes; and

WHEREAS, the impact of a major disaster would exceed the ability of City emergency response resources; and

WHEREAS, in the event of a major disaster supplemental resources would be required in order to rapidly restore the City to pre-disaster conditions; and

WHEREAS, Disaster Recovery Management Services following a debris generating event, such as a hurricane, is necessary to assure debris removal contractors operate in compliance with contracts and in accordance with state and federal reimbursement programs, including but not limited to FEMA, FHWA, and NCRS; and

WHEREAS, independent Disaster Recovery Management Services is a critical component in successful debris removal operations; and

WHEREAS, Disaster Recovery Management Services is essential to the justification and documentation of any application for state and federal reimbursement

programs; and

WHEREAS, a Disaster Recovery Management Services agreement with a private sector service provider places a vast array of specialized equipment, personnel and material at the City's disposal in the event of a disaster; and

WHEREAS, the City of Tamarac utilized a competitive procurement process in accordance with procedures established for this type of contract under the requirements of Title 2, Code of Federal Regulations Part 200.317 to 200.327, "Procurement Standards"; and

WHEREAS, on March 20, 2024, the City published RFP No. 24-05R for Disaster Recovery Management Services, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, on April 11, 2024, the City received and opened six (6) submittals, and an Evaluation Committee, facilitated by the Assistant Procurement and Contracts Manager and comprised of the Director of Public Services, the Assistant Director of Public Services / Public Works, the Assistant Director / Controller of Financial Services, the City Engineer, and the Code Compliance Manager, reviewed and evaluated the submittal; and

WHEREAS, the Evaluation Committee reviewed and evaluated the submittals per the provisions of RFP 24-05R and subsequently ranked the submittals, a copy of the Evaluation Tabulation is hereto attached as Exhibit 1; and

WHEREAS, based upon the Evaluation Scores the top ranked firm is Tetra Tech, Inc.; and

WHEREAS, the Director of Public Services, the Director of Financial Services and the Procurement and Contracts Manager recommend the City of Tamarac execute an Agreement with Tetra Tech, Inc.; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City of Tamarac to execute an Agreement with Tetra Tech, Inc. for Disaster Recovery Management Services.

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

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

SECTION 2: The City Commission HEREBY awards RFP No. 24-05R to Tetra Tech, Inc., and approves an Agreement between the City of Tamarac and Tetra Tech, Inc. (“The Agreement”) and the appropriate City officials are hereby authorized to execute the Agreement, hereto attached as “Exhibit 2”, to provide Disaster Recovery Management Services.

SECTION 3: The appropriate City Officials are HEREBY authorized to extend or renew the Agreement with Tetra Tech, Inc. for Disaster Recovery Management Services, including annual escalation / de-escalation, per RFP No. 24-05R; and to approve assignments and other amendments to the Agreement.

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

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

Resolution is held by any count of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

PASSED, ADOPTED AND APPROVED this_____day of _____, 2024.

_____
MICHELLE J. GOMEZ
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

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

DISASTER RECOVERY MANAGEMENT SERVICES

Committee Evaluation Totals

Consensus Final Scores

Stage	Weight	DebrisTech, LLC	DISASTER PROGRAM & OPERATIONS, INC.	Rostan Solutions, LLC	Tetra Tech, Inc.	Thompson Consulting Services, LLC	Tidal Basin Government Consulting LLC
Quality of Response	10.00	8.20	6.40	8.40	9.80	8.40	6.20
Experience and Knowledge of Reimbursement Programs, Procedures and Guidelines	20.00	14.80	14.60	17.20	19.60	17.20	13.40
Ability of Firm to Provide Complete Monitoring Services	20.00	17.00	15.60	16.20	19.60	17.60	13.60
Ability to Respond in a Timely Manner with Adequate Resources	20.00	15.20	14.20	16.80	19.40	17.60	13.40
Cost (Price) Evaluation	10.00	8.91	6.94	10.00	8.01	9.34	6.48
Performance on Similar Contracts	20.00	16.60	14.60	17.20	19.80	17.20	15.20
Total:	**100.00**	**80.71**	**72.34**	**85.80**	**96.21**	**87.34**	**68.28**

Proposer	Score
Tetra Tech, Inc.	96.21
Thompson Consulting Services, LLC	87.34
Rostan Solutions, LLC	85.80
DebrisTech, LLC	80.71
DISASTER PROGRAM & OPERATIONS, INC.	72.34
Tidal Basin Government Consulting LLC	68.28

AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

TETRA TECH, INC.

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and TETRA TECH, INC., a Delaware corporation with principal offices located at 3475 E. Foothill Blvd. Pasadena, CA 91107 (the "Contractor") to provide Disaster Recovery Management Services for the City of Tamarac.

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

1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Bid Document No. 24-05R for "DISASTER RECOVERY MANAGEMENT SERVICES", issued by the City of Tamarac on March 21, 2024 including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions, Instructions to Bidder's), drawings and/or schematic plans, Technical Specifications, all addenda, the Contractor's Bid response dated April 10, 2024, Attachment A – REQUIREMENTS FOR FEDERAL GRANTS – SECTION A -- PROCUREMENT STANDARDS AND SECTION B -- PART 2, 200 – APPENDIX II and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid 24-05R for "DISASTER RECOVERY MANAGEMENT SERVICES" as issued by City, and the contractor's bid response; Bid 24-05R for DISASTER RECOVERY MANAGEMENT SERVICES" as issued by City shall take precedence over the contractor's bid response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2. THE WORK

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

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

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

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

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

3. INSURANCE

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

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

- General Liability - $1M/$2M
- Automobile – $1M/$1M
- Workers Comp – Statutory

4. CONTRACT TERM

4.1 The contract period shall be for three (3) years based upon successful performance by the Contractor. The initial contract term shall commence upon date of award by the City or at a date mutually agreeable with the successful contractor, whichever is later and shall expire three (3) years from that date. Upon completion of the first three (3) year period, the City reserves the right to renew the Contract for up to two (2) additional three (3) year periods providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

4.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement and Contracts Manager. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement.

4.3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Once the Contractor is activated after any event, through the issuance of a Notice to Proceed**,** the work to be performed under this Agreement shall be commenced not later than the days specified in the City's Notice to Proceed. The work shall be completed

within the time schedule agreed upon by Contractor and City for Final Completion from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents.

5. CONTRACT SUM

Pricing shall conform to the pricing schedule submitted by Contractor, included herein as ATTACHMENT B – FEE SCHEDULE. Unit pricing shall govern for all work performed.

6. PAYMENTS

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Invoices must bear the proposal number, #24-05R, project name, project number, and purchase order number. The City has up to thirty (30) business days to review, approve and pay all invoices after receipt. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

7. REMEDIES

7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8. WARRANTY

Contractor warrants the service provided are in accordance with the specifications of RFP No. 24-05R. In the event that services do not meet the specifications, Contractor shall perform such steps as required to remedy the defects within a reasonable time after work has been performed.

9. INDEMNIFICATION

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

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

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

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

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

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

10. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

10.1 During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information or disability if qualified.

10.2 The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

11. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement

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

12. ASSIGNMENT AND SUBCONTRACTING

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

13. NOTICE

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

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

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

CONTRACTOR

Name: Tetra Tech, Inc.
Address:2301 Lucien Way, Suite 120, Maitland, FL 32751
FIN/EIN:95-4148514
Contract Licensee: N/A
Contact: Jonathan Burgiel, Business Unit President/Betty Kamara, Contractual Representative
Email: TDR.contracts@tetratech.com
Phone: (321) 441-8511
Fax: (321) 441-8501

14. TERMINATION

14.1 Termination for Convenience: This Agreement may be terminated by City for convenience, upon seven (7) days of written notice by terminating party to the other party for such termination in which event Contractor shall be paid its compensation for

services performed to termination date, including services reasonably related to termination. In the event that Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify city against loss pertaining to this termination.

14.2 **Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

15. AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement; and is subject to termination based on lack of funding.

16. VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17. SIGNATORY AUTHORITY

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

18. SEVERABILITY; WAIVER OF PROVISIONS

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

19. UNCONTROLLABLE CIRCUMSTANCES

19.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions, such as delays in permitting due to outside agencies, which are beyond the Contractor's control.

19.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

20. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21. NO CONSTRUCTION AGAINST DRAFTING PARTY

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22. CONTINGENT FEES

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

23. SCRUTINIZED COMPANIES - 287.135 AND 215.473

23.1 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:

23.1.1 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:

23.1.1.1 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

23.1.1.2 Is engaged in business operations in Syria.

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

24. PUBLIC RECORDS

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

24.1.1 Keep and maintain public records required by the CITY in order to perform the service.

24.1.2 Upon request from the CITY, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the CITY.

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

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

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

25. 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.

26. GRANT FUNDING REQUIREMENTS:

26.1 Items purchased from this Agreement may be funded by federal grants. Purchases made herein are made in accordance with the requirements of Federal Regulations contained in Title 2 Code of Federal Regulations (CFR) Part 200, "Procurement Standards" as well as regulations promulgated by Federal Agencies including the Office of Management and Budget (OMB) or other federal agencies providing such grants in conjunction with the City's needs.

26.2 The City has included the text of the Federal Grant Requirements "Procurement Standards" and incorporated 2 C.F.R. Part 200 §§ 200.317 through 200.327, along with Appendix II as ATTACHMENT A – "REQUIREMENTS FOR PROJECTS FUNDED BY FEDERAL GRANTS" to this solicitation. Contractor shall agree to the applicable requirements of Appendix II for grants. Federal requirements will not apply to projects which are not funded by Federal agencies either directly or through another agency when the City is a subrecipient of federal grant funding.

27. CUSTODIAN OF RECORDS

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

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321

(954) 597-3505
CITYCLERK@TAMARAC.ORG

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

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

Levent Sucuoglu, City Manager

Date

ATTEST:

Kimberly Dillon, CMC
City Clerk

Date

Approved as to form and legal sufficiency:

Hans Ottinot, City Attorney

Date

ATTEST:

TETRA TECH, INC.
Company Name

Signature of Corporate Secretary

Signature of Business Unit President

Jonathan Burgiel
Name of Corporate Secretary

Name of Business Unit President

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF_____:
:SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jonathan Burgiel, Business Unit President of Tetra Tech Inc., a Delaware corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of day of_____, 20___.

_____
Signature of Notary Public
State of Florida at Large

_____
Print, Type or Stamp
Name of Notary Public

☐ Personally, known to me or
☐ Produced Identification

_____
Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an oath.

ATTACHMENT A – REQUIREMENTS FOR PROJECTS FUNDED BY FEDERAL GRANTS

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

A. PROCUREMENT STANDARDS

This document shall be incorporated as a contract document attachment for 24-05R Disaster Recovery Management Services which may be partially or fully funded through a federal grant provided to the City of Tamarac ("CITY"). Therefore, when the CITY engages in contracting for such projects. Contractors / Consultants should familiarize themselves with the regulations and requirements contained below and in Part 2 C.F.R. 200 Sections 317-327 "PROCUREMENT STANDARDS", provided for reference, and must comply with the applicable provisions of 2 C.F.R. Appendix II included herein when CITY projects are funded with Federal Funds.

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

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

1. 200.317 PROCUREMENT BY STATES & NON-FEDERAL ENTITIES (Not applicable to non-federal local governments)

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

2. 200.318 (a-b)GENERAL PROCUREMENT STANDARDS

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

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

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

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

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

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

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

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

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

6. 200.318 (f) SURPLUS PROPERTY

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

7. 200.318 (g) VALUE ENGINEERING

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

8. 200.318 (h) RESPONSIBLE CONTRACTOR

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

9. 200.318 (i) HISTORY/METHODOLOGLY OF PROCUREMENT

The CITY shall maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the

method of procurement, selection of contract type, Contractor / Consultant selection or rejection, and the basis for the contract price.

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

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

a. The actual cost of materials; and

b. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

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

11. 200.318 (k)

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

12. 200.319 COMPETITION

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

b. In order to ensure objective Contractor / Consultant performance and eliminate unfair competitive advantage, Contractors / Consultants that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
   1. Placing unreasonable requirements on firms in order for them to qualify to do business;
   2. Requiring unnecessary experience and excessive bonding;
   3. Noncompetitive pricing practices between firms or between affiliated companies;
   4. Noncompetitive contracts to Contractors / Consultants that are on retainer contracts;

5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

c. The CITY must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

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

   2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

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

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

13. 200.320 Methods of procurement to be followed

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

a. ***Informal procurement methods.*** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT),* as defined in § 200.1, or a lower threshold established by the CITY, formal procurement methods are not required. The CITY may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

1. ***Micro-purchases*** –

i. ***Distribution.*** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in § 200.1). To the maximum extent practicable, the CITY should distribute micro-purchases equitably among qualified suppliers.

ii. ***Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the CITY considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the CITY.

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

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

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

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

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

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

2. ***Small purchases*** –
   i. ***Small purchase procedures.*** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the CITY.
   ii. ***Simplified acquisition thresholds.*** The CITY is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the CITY must be authorized or not prohibited under State, local, or tribal laws or regulations.

b. ***Formal procurement methods.*** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by the CITY, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the CITY determines to be appropriate:

1. ***Sealed bids.*** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.
   i. In order for sealed bidding to be feasible, the following conditions should be present:
      A. A complete, adequate, and realistic specification or purchase description is available;
      B. Two or more responsible bidders are willing and able to compete effectively for the business; and
      C. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
   ii. If sealed bids are used, the following requirements apply:
      A. Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
      B. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

C. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

D. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

E. Any or all bids may be rejected if there is a sound documented reason.

2. ***Proposals.*** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

   i. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

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

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

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

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

1. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
2. The item is available only from a single source;
3. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

4. The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the CITY; or
5. After solicitation of a number of sources, competition is determined inadequate.

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

MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

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

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

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

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

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

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

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

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

b. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

17. 200.324 Contract cost and price

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

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

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

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

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

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

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

1. The CITY's procurement procedures or operation fails to comply with the procurement standards in this part;

2. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

3. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

4. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

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

1. The CITY may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

2. The CITY may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the CITY that it is complying with these standards. The CITY must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

19. 200.326 Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the CITY provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

a. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified

check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

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

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

20. 200.327 Contract provisions

The CITY’s contracts shall contain the applicable provisions described in appendix II to this part. The following provisions of Appendix II of 2 CFR 200 are hereby incorporated as applicable as a part of this Agreement.

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B. APPENDIX II of 2 CFR 200

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

1. FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

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

3. EQUAL EMPLOYMENT OPPORTUNITY

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

4. DAVIS-BACON & RELATED ACTS –

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

If construction, alteration or repair of public buildings or public works project is

funded or assisted under one or more Federal statutes, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

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

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

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

5. COPELAND ANTI-KICKBACK ACT.

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

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

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS.

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

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

a. Overtime requirements. No Contractor / Consultant or sub-Contractor / sub-Consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

e. (b)(1) through (4) of this section."

7. FEDERAL CLEAN AIR AND WATER ACTS

Contractor / Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal

Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the applicable federal administrating agency and the Regional Office of the Environmental Protection Agency (EPA).

8. DHS SEAL, LOGO, AND FLAGS.

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

9. SUSPENSION AND DEBARMENT.

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

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

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

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

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

10. ADMINISTRATIVE, CONTRACTUAL, OR LEGAL REMEDIES

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

jurisdiction.

11. RIGHTS TO INVENTIONS

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

12. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. Contractor / Consultant will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

14. FRAUDULENT STATEMENTS

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

15. ANTI-LOBBYING.

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

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

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

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

16. RECYCLED PRODUCTS / RECOVERED MATERIALS

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

17. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

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

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

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

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

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

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

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

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

19. REPORTING & RETENTION OF RECORDS

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

20. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Prohibitions: Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception applies, the Contractor / Consultant and its sub-Contractors / Consultants may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

b. **Reporting requirement**: In the event Contractor / Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during

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

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

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

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

22. PERSONALLY, IDENTIFIABLE INFORMATION

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

23. RIGHTS IN DATA

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

24. AFFIRMATIVE SOCIOECONOMIC STEPS

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

25. INSPECTION AND ACCEPTANCE

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

26. DOCUMENTATION OF COSTS

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

27. INCREASING SEAT BELT USE IN THE UNITED STATES.

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

28. REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor / Consultant

is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

29. DISCRIMINATION PROHIBITED.

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

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

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

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

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

e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

30. DRUG FREE WORKPLACE

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

31. PROHIBITION OF GRATUITIES

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

Agreed to and incorporated into RFP #24-05R Disaster Recovery Management Services.

_____

Company Name

Signature of Authorized Representative

Type/Print Name of Authorized Representative

Date

ATTACHMENT B – FEE SCHEDULE

(ATTACHED)

PROPOSAL PRICING FORM

POSITIONS	HOURLY RATES	ESTIMATED HOURS	TOTAL
Field Supervisor	$ 47.0000	210	$9,870.00
Debris Site / Tower Monitors	$ 37.0000	1740	$64,380.00
Field Coordinators (Crew Monitors)	$ 37.0000	7830	$289,710.00
Project Manager	$ 80.0000	80	$6,400.00
Operations Manager	$ 70.0000	100	$7,000.00
FEMA Coordinator	$ 110.0000	20	$2,200.00
Scheduler / Expeditors	$ 0.0000	100	$0.00
GIS Analyst	$ 55.0000	20	$1,100.00
Environmental Specialist	$ 50.0000	30	$1,500.00
Project Inspector (Citizen Site Monitors)	$ 35.0000	3920	$137,200.00
Load Ticket Date Entry Clerks (QA / QC)	$ 0.0000	2180	$0.00
Billing / Invoice Analysts	$ 60.0000	60	$3,600.00
Administrative Assistants	$ 35.0000	150	$5,250.00
Public Assistance Coordinator (Section 4 of Statement of Work)	$ 175.0000	200	$35,000.00
Assistant to Public Assistance Coordinator (Section 4 of Statement of Work)	$ 75.0000	200	$15,000.00
		Subtotal:	$ 578,210.00

PROPOSAL PRICING FORM - OTHER REQUIRED POSITIONS

POSITIONS	HOURLY RATES	ESTIMATED HOURS	ESTIMATED HOURS	TOTAL
Data Manager**	$ 60.0000	25	25	$1,500.00
			Subtotal:	$ 1,500.00

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: June 10, 2024

SUBMITTED BY: Gladis Arteta-Delgado

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR 14127

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14127 - A Resolution of the City Commission of the City of Tamarac, Florida, approving a five-year extension of the Interlocal Agreement between the City of Fort Lauderdale and the City of Tamarac for the sale of potable water from an existing interconnection, effective from October 18, 2024, through October 17, 2029, unless terminated early per the conditions of the extension; authorizing expenditures for potable water purchase, not to exceed the annual amount budgeted for said purpose; authorizing the appropriate city officials to administer the agreement; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

I recommend that the City Commission approve a five-year extension of the Agreement with the City of Fort Lauderdale for the Sale of Potable Water to the City of Tamarac and authorize the appropriate City Officials to execute and administer the Agreement; and that this item be placed on the June 10, 2024, Commission Agenda.

BACKGROUND:

Currently, the City's distribution system is divided into two sections: Tamarac Utility West (TUW) extending from the western limits of the City to State Road 7 and Tamarac Utility East (TUE), extending from NW 31st Avenue to Prospect Road and NW 15th Avenue. While the City maintains the water distribution system of the TUE (e.g. underground pipes), the City of Tamarac relies on water supplied by the City of Fort Lauderdale as a bulk purchasing customer.

In September 1994, via Resolution No. 94-178, dated September 14, 1994, the City of Tamarac entered into a thirty (30) year agreement with the City of Fort Lauderdale for the provision of potable water to the City of Tamarac for the TUE. This Agreement is set to expire on October 18, 2024. The City is in the process of expanding the City's Water Distribution System to eliminate the need to purchase potable water from Fort Lauderdale. However, that project is currently under design, and therefore we will need to extend the Agreement with Fort Lauderdale until the water extension project is complete.

The East Side Water Main Extension project is estimated to be approximately three years from final completion. Fort Lauderdale has agreed to extend the Potable Water Sale Agreement for five years, effective October 18, 2024.

Therefore, it is the recommendation of the Director of Public Services and the Director of Financial Services that the City Commission of the City of Tamarac approve the extension of the Agreement with Fort Lauderdale for the provision of drinking water with a five-year extension, with the option to terminate the Agreement early with a twelve (12) month notice. The City is, therefore, able to coordinate the termination of this Agreement with the completion of the East Side Water Main Extension Project.

ISSUE:

Approval of the five-year extension of the Agreement between the City of Fort Lauderdale and the City of Tamarac for the Sale of Potable Water.

STRATEGIC GOALS: Goal #4: Tamarac is Vibrant

ATTACHMENTS:

TR 14127 MEMO FL Potable Water Five Year 20240606.docx
TR 14127 RES FL Potable Water Five Year 20230524.docx
EX 1 Sale of Potable Water Agreement_FINAL DRAFT 04-24-24 (1).pdf

City of Tamarac
Interoffice Memorandum
Public Services Department

To: **Levent Sucuoglu, City Manager**

Thru: **John E. Doherty, P.E., Public Services Director**

From: **Troy Gies, Assistant Director of Public Services/Public Works**

Date: **May 23, 2024.**

Re: **TR #14127 Approve five-year extension of the Agreement Between the City of Fort Lauderdale and City of Tamarac for the Sale of Potable Water– City Commission Meeting of June 10, 2024**

Recommendation:

I recommend that the City Commission approve a five-year extension of the Agreement with the City of Fort Lauderdale for the Sale of Potable Water to the City of Tamarac and authorize the appropriate City Officials to execute and administer the Agreement; and that this item be placed on the June 10, 2024, Commission Agenda.

Issue:

Approval of the five-year extension of the Agreement between the City of Fort Lauderdale and the City of Tamarac for the Sale of Potable Water.

Background:

Currently, the City's distribution system is divided into two sections: Tamarac Utility West (TUW) extending from the western limits of the City to State Road 7 and Tamarac Utility East (TUE), extending from NW 31st Avenue to Prospect Road and NW 15th Avenue. While the City maintains the water distribution system of the TUE (e.g. underground pipes), the City of Tamarac relies on water supplied by the City of Fort Lauderdale as a bulk purchasing customer.

In September 1994, via Resolution No. 94-178, dated September 14, 1994, the City of Tamarac entered into a thirty (30) year agreement with the City of Fort Lauderdale for the provision of potable water to the City of Tamarac for the TUE. This Agreement is set to expire on October 18, 2024. The City is in the process of expanding the City's Water Distribution System to eliminate the need to purchase potable water from Fort Lauderdale. However, that project is currently under design, and therefore we will need to extend the Agreement with Fort Lauderdale until the water extension project is complete.

The East Side Water Main Extension project is estimated to be approximately three years from final completion. Fort Lauderdale has agreed to extend the Potable Water Sale Agreement for five years, effective October 18, 2024.

Therefore, it is the recommendation of the Director of Public Services and the Director of Financial Services that the City Commission of the City of Tamarac approve the extension of the Agreement with Fort Lauderdale for the provision of drinking water with a five-year extension, with the option to terminate the Agreement early with a twelve (12) month notice. The City is,

therefore, able to coordinate the termination of this Agreement with the completion of the East Side Water Main Extension Project.

Fiscal Impact:

The cost of water supply is a budgeted expenditure, funding is allocated to Account Number 425-6020-533.34-20. The five-year average annual cost for purchasing water from Fort Lauderdale is approximately $404,214.00. The cost of said service has generally increased over the past five years. The table below summarizes the annual cost from FY 2019 through FY 2023, and the projected cost / budget for Fiscal Years 2024 – 2027, at which point the Eastside Water Distribution should be near or at completion.

FISCAL YEAR	ANNUAL EXPENDITURE
2019	$ 378,293.48
2020	$ 384,593.36
2021	$ 401,624.42
2022	$ 434,951.00
2023	$ 421,606.50
*2024**	*$ 461,460.00*
*2025***	*$ 475,300.00*
*2026***	*$489,560.00*
*2027***	*$504,250.00*

* From FY 2024 Adopted Budget
** Future Annual Budget subject to City Commission Approval / Amendment

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2024-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A FIVE-YEAR EXTENSION OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND THE CITY OF TAMARAC FOR THE SALE OF POTABLE WATER FROM AN EXISTING INTERCONNECTION, EFFECTIVE FROM OCTOBER 18, 2024, THROUGH OCTOBER 17, 2029, UNLESS TERMINATED EARLY PER THE CONDITIONS OF THE EXTENSION; AUTHORIZING EXPENDITURES FOR POTABLE WATER PURCHASE, NOT TO EXCEED THE ANNUAL AMOUNT BUDGETED FOR SAID PURPOSE; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ADMINISTER THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac owns, operates, and maintains the water supply, treatment, and distribution systems; and

WHEREAS, currently, the City's distribution system is divided into two sections; Tamarac Utility West (TUW) extending from the western limits of the City to State Road 7 and Tamarac Utility East (TUE), extending from NW 31st Avenue to Prospect Road and NW 15th Avenue; and

WHEREAS, the water servicing TUW is supplied by the City of Tamarac, while the City of Tamarac maintains the distribution infrastructure, water servicing the TUE is supplied by the City of Fort Lauderdale to the City of Tamarac as a bulk purchasing customer; and

WHEREAS, via Resolution R-94-178, dated September 14, 1994, the City Commission of the City of Tamarac approved and authorized a thirty (30) year agreement with the City of Fort Lauderdale for the sale of Potable Water through an existing interconnection, which will expire on October 18, 2024, Resolution No. R-94-178 is incorporated herein, and is on file at the Office of the City Clerk; and

WHEREAS, the City of Tamarac's Eastside Water Main Extension Project, which will deliver drinking water to the TUE, is currently under design, and estimated to be approximately three (3) years from final completion; and

WHEREAS, the City of Fort Lauderdale has agreed to extend the Agreement with the City of Tamarac for the Sale of Potable Water for five (5) years, effective October 18, 2024, and the City of Tamarac shall have the right to terminate this Agreement with a twelve (12) months' notice in writing, a copy of the Extension Agreement is hereto attached as "Exhibit 1"; and

WHEREAS, available funds exist in the Utilities Fund for said purpose; and

WHEREAS, it is the recommendation of the Director of Public Services and the Director of Financial Services, to approve the Five-Year Extension of the Agreement between the City of Tamarac and the City of Fort Lauderdale for the Sale of Potable Water, and to authorize the appropriate City Officials to execute and administer the Agreement, attached hereto as "Exhibit 1"; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve the

Five-Year Extension to the Agreement between the City of Tamarac and the City of Fort Lauderdale for the Sale of Potable Water, and to authorize the appropriate City Officials to execute and administer the Agreement.

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

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

SECTION 2: The City Commission of the City of Tamarac does hereby approve the Five-Year Extension to the Agreement between the City of Tamarac and the City of Fort Lauderdale for the Sale of Potable Water, and to authorize the appropriate City Officials to execute and administer the Agreement, and the appropriate City Officials are HEREBY authorized to execute and administer said Agreement effective through October 17, 2029, unless terminated early by the City of Tamarac per the conditions of the Extension, a copy of the Agreement is attached hereto as "Exhibit 1".

SECTION 3: Funding for said purpose is available in the Utilities Fund, and expenditures for said purpose, not to exceed the annual budgeted amount or as may be amended by the City Commission, are HEREBY approved.

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

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

"The remainder of this page is left blank intentionally"

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

PASSED, ADOPTED AND APPROVED this____day of_____, 2024.

_____
MICHELLE J. GOMEZ
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

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

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

_____
HANS OTTINOT
CITY ATTORNEY

AGREEMENT FOR SALE OF POTABLE WATER

THIS AGREEMENT made and entered into this ____ day of _____, 2024, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, herein called the "Seller,"

and

CITY OF TAMARAC, a municipal corporation of the State of Florida, herein called the "Consumer," collectively "Parties".

WHEREAS, Seller and Consumer entered into a 30-year agreement in 1994 for the provision of potable water from Seller to Consumer; and

WHEREAS, pursuant to Resolution No.94-178, adopted at its meeting of September 14, 1994, the City Commission of the City of Tamarac authorized the proper officials of Consumer to enter into an Agreement for the purchase of potable water from the Seller; and

WHEREAS, pursuant to Resolution No. 94-137, adopted at its meeting of September 7, 1994, the City Commission of the City of Fort Lauderdale authorized the proper officials of Seller to enter into an Agreement for the sale of potable water to the Consumer; and

WHEREAS, the Parties hereto desire to continue the relationship; and

WHEREAS, in 2021, the Consumer expressed its interest in a shorter duration Agreement due to undertaking a project to extend its infrastructure to serve the service area identified in the Agreement; and

WHEREAS, the Seller, in its proprietary capacity, owns and operates a municipal public water supply and is in a position to continue to provide service to the Consumer; and

WHEREAS, the Consumer, in its proprietary capacity, owns and operates a water distribution system, and Consumer desires to continue to purchase water from Seller to service Consumer's customers upon terms mutually agreeable

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Beginning October 18, 2024 and continuing for a period of Five-years (5) thereafter, Seller agrees to sell to the Consumer and the Consumer agrees to buy from the Seller potable water for resale to the citizens and customers of the Consumer, under the terms and conditions set forth herein. The Agreement may be extended for one additional two-year (2) term. Each Party shall notify the other regarding intention to extend or not extend two (2) years prior to the expiration date of the Agreement. After the completion of the Rate Study referred to in Section 9 of this Agreement, Consumer shall have the option to terminate the Agreement with two (2) year's notice if the water rates charged by the Seller increase by more than ten percent (10%) in any of the years covered by the Rate Study.

Notwithstanding the above, if Consumer is scheduled to complete its Eastside Water Main Project (Service Area) during the Agreement term, Consumer shall have the right to terminate the Agreement with twelve (12) months' notice in writing to Seller unless there is less than twelve (12) months remaining under the Agreement. In such case, the Agreement shall terminate at the end of the term.

2. The areas to be served by the Consumer are situated in Broward County, Florida, and are described in the City of Tamarac corporate limits as they may amended from time to time. Said Service Area is attached hereto as Exhibit "A".

3. During the term of this Agreement, the Consumer shall not purchase water from any person, firm or corporation other than the Seller for Consumer's customers within the service area boundaries so long as the Seller is able to supply the quantity and quality of water required by the consumer, except by written consent of Seller evidenced by an amendment to this Agreement. Seller shall not sell water to any person, firm, or corporation other than Consumer within the service area boundaries except as otherwise provided in this Agreement. Seller and Consumer shall each comply to the extent applicable with all laws and regulations pertaining to the delivery of potable water to the public.

4. During the term of this Agreement, the Seller will undertake to deliver water to the Consumer in such quantity and quality as are required by the Consumer for resale by the Consumer to its customers in the service areas. Water sold to Consumer hereunder will be supplied from Seller's water producing facilities and will be the same quality as the water furnished by Seller to its consumers within the city limits of Seller.

5. Consumer shall not allow any customer to connect with the Consumer's distribution system whose requirements are reasonably estimated to exceed 100,000 gallons of water per day without the prior written approval of Seller, which approval shall not be unreasonably withheld. In the event any customer, after being connected to the Consumer's distribution system, should use as much as 100,000 gallons of water per day, Consumer shall immediately notify Seller and obtain Seller's approval, which shall not be unreasonably withheld, before such customer shall be furnished water in quantities exceeding 100,000 gallons per day.

6. The Seller shall not be required during periods of water shortage resulting from an emergency condition declared by any governmental entity with jurisdiction or resulting from an inadequacy of mains or other facilities, to do more than deliver water to Consumer's master meters in such quantities as are available for allocation by the Seller among all its consumers. In the event it should become necessary for the Seller to adopt regulations for conservation of water in case of emergency per Chapter 40E-21 of the Florida Administrative Code (FAC), the Consumer agrees that it will adopt and enforce similar regulations for conservation of water during such time of emergency.

7. There shall be one (1) or more master meters located at points mutually agreeable, through which all water supplied to customers of Consumer shall be supplied, and all water furnished by Seller shall be metered through such meters. Such meters shall be supplied and installed by the Seller at the expense of the Consumer as provided in Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale. After installation, the Seller shall, at its own expense, maintain the meters. Title to the meters shall remain with the Seller. All master meters shall be tested annually by and at the expense of the Seller. All master meters shall be adjusted to the registration accuracy as specified in the Appropriate American Water Works Association Standard for Cold Water Meters. The date and time of the test shall be coordinated with Consumer to allow Consumer to witness the test whenever possible. In addition to the annual test, the Consumer may at any time request that Seller conduct an additional test or that Seller arranges for such test by an independent qualified testing company. The request shall be made in writing and the date and time of the test shall be coordinated with Consumer to allow consumer to witness the

test whenever possible. If such test shows that the master meter has been over-registering by more than two percent (2%), there will be no charge for such test and the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly. If such test shows that the master meter has not been over-registering by more than two percent (2%), the cost of such test shall be charged to Consumer. If such test shows that the master meter has been under-registering by more than two percent (2%), the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly.

8. The Consumer shall be bound by the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale, now existing or as amended from time to time, insofar as same are applicable, as well as all applicable ordinances of the City of Fort Lauderdale now existing or hereafter adopted pertaining to water service and water regulations.

9. Water rates to be charged by the Seller to the Consumer shall be the rate provided to be charged to master meters under the provisions of Sections 28-143(b)(1) and 28-143(b)(2) of the Code of Ordinances of the City of Fort Lauderdale.

Seller agrees to conduct a Comprehensive Water and Wastewater Rate Study no later than every five (5) years during the term of this Agreement. Seller agrees to Consumer's non-binding participation in such Rate Study. Seller agrees that payment of fines or penalties imposed due to non-compliance of permit conditions or spills will be borne by Seller and will not be passed on to Consumer through the Rate Study.

10. The Seller shall render monthly or bimonthly statements for water furnished and the Consumer shall pay promptly all statements furnished. Should the Consumer fail or refuse to pay the amount of such statement within thirty (30) days after same has been submitted, the Seller shall have the right to enforce the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale providing for discontinuance of service until past due indebtedness is paid in addition to any other legal remedies available to Seller.

11. During the term of this Agreement, the Consumer may purchase quantities of potable water from sources other than the Seller, after written approval by the Seller, for emergency use, only if the Seller cannot provide potable water to each metering or connection point in compliance with the applicable section of the United States Environmental Protections Agency Safe Drinking Water Act and Florida Administrative Code 62-555-350.

12. Consumer and Seller shall cooperate in obtaining from or providing to the appropriate regulatory agencies such permits, or other data, as may be required for the performance of this Agreement. Consumer shall furnish to Seller plans and specifications of the existing water distribution system of Consumer and from time to time furnish copies of plans and specifications of any additions to or extension of Consumer's water distribution system.

13. To the extent provided by law and as expressly limited by Section 768.28, Florida Statutes, as may be amended or revised, Consumer and Seller agree to indemnify and hold harmless each other from all costs, losses, and expenses, including, but not limited to, damages to persons or property, judgments, and attorneys' fees, arising out of and in connection with this Agreement.

14. This Agreement supersedes the previous agreement between the Parties dated October 18, 1994. This Agreement may not be amended, except by the mutual consent of the Parties in writing executed with the same dignity as this Agreement.

15 This Agreement shall not become effective until a Resolution has been adopted by the governing bodies of Seller and Consumer approving this Agreement and authorizing its execution.

16. If at any time during this Agreement Consumer sells all or a portion of its utility system, then this Agreement shall be binding upon Consumer's Successor. Consumer's Successor shall have the option to terminate this Agreement, no later than two years after taking over this Agreement, upon written notice to Seller. The written notice shall provide twelve-month notice. If Consumer's Successor fails to terminate this Agreement within two years of taking over this Agreement, then Consumer's Successor shall waive this termination clause.

17. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

18. Other than as a remedy for nonpayment as provided in Paragraph 10 herein, Seller shall not totally discontinue the sale of potable water to consumer during the term of this Agreement and for a reasonable period thereafter, unless and until Consumer is able to secure an alternate source of supply.

19. **PUBLIC RECORDS**

IF THE CONSUMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONSUMER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, E-MAIL PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSUMER shall:

1. **Keep and maintain public records required by the City of Fort Lauderdale ("City") in order to perform the service.**

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 (2023), as may be amended or revised, 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 this Agreement if the Consumer does not transfer the records to the City.**

4. **Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consumer or keep and maintain public records required by the City to perform the service. If the Consumer transfers all public records to the City upon completion of this Agreement, the Consumer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consumer keeps and maintains public records upon completion of this Agreement, the Consumer 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.**

20. **NOTICE**

Any notice required to be given hereunder shall be considered to have been properly given if the same has been sent in writing by certified mail, to the following:

CITY:	City Manager City of Fort Lauderdale 101 NE 3 Avenue, Suite 2100 Fort Lauderdale, FL 33301
With a copy to:	City Attorney City of Fort Lauderdale 1 East Broward Boulevard, Suite 1320 Fort Lauderdale, FL 33301
CUSTOMER:	CITY OF TAMARAC 7525 NW 88 Avenue Tamarac, FL 33321

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

SELLER

CITY OF FORT LAUDERDALE, a municipal corporation

By: _____
GREG CHAVARRIA
City Manager

_____ day of _____, 2024

(CORPORATE SEAL)

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and Correctness:
Thomas J. Ansbro, City Attorney

By: _____
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

CONSUMER

CITY OF TAMARAC, a municipal corporation

By: _____
MICHELLE J. GOMEZ
Mayor

(CORPORATE SEAL)

ATTEST:

By: _____
KIMBERLY DILLON
City Clerk

Approved as to Legal Form:

By: _____
HANS OTTINOT, ESQ.
City Attorney

EXHIBIT A

CITY OF TAMARAC SERVICE AREA

THE AREA TO BE SERVICED BY CONSUMER ARE SITUATED IN BROWARD COUNTY, FLORIDA, AND ARE DESCRIBED AS FOLLOWS:

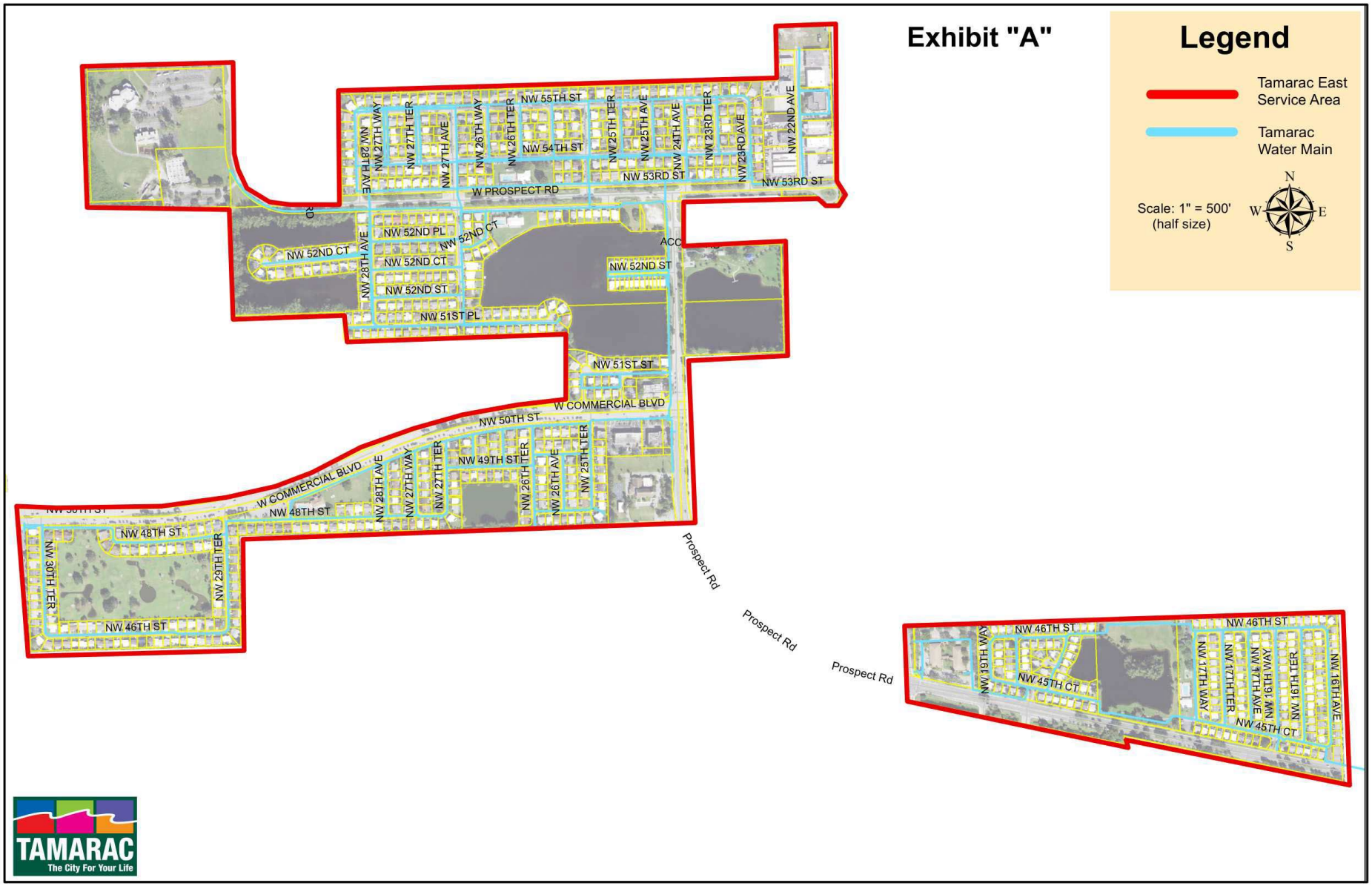
THAT PART OF THE SOUTH HALF (S½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 16, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LYING NORTH OF PROSPECT ROAD.

TOGETHER WITH:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "S", "TAMARAC LAKES SOUTH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 62, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID PARCEL "S" TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF PROSPECT ROAD; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF THE NORTH LINE OF THE SOUTH HALF (S½)OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 17, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; ; THENCE EASTERLY ALONG SAID NORTH LINE TO THE WEST BOUNDARY OF THE EAST HALF (E½) OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 17; THENCE NORTHERLY ALONG SAID WEST BOUNDARY TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH BOUNDARY THEREOF TO THE WEST BOUNDARY OF THE EAST HALF (E½) OF THE EAST HALF (E½) OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 17 SAID POINT ALSO BEING THE INTERSECTION OF THE EAST BOUNDARY OF THE PLAT, "TAMARAC INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE FOLOWING SAID PLAT BOUNDARY NORTHERLY, WESTERLY AND SOUTHERLY TO THE NORTHWEST CORNER OF LOT 6, "TAMARAC INDUSTRIAL PARK", SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 55, BLOCK 27 "TAMARAC LAKES NORTH THIRD SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 7, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTH PLAT BOUNDARY TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER

(NE¼) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 7; THENCE SOUTH ALONG SAID WEST LINE AND SOUTHERLY PROLONGATION TO THE SOUTH RIGHT OF WAY LINE OF PROSPECT ROAD; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF PARCEL “B”, “PROSPECT ROAD PLAT”, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 154, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL “B” TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF PARCEL “C” OF SAID PLAT; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID OF PARCEL “C” AND THE SOUTHERLY PROLONGATION THEREOF TO THE NORTH HALF (N½) OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH BOUNDARY THEREOF TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST BOUNDARY THEREOF TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH BOUNDARY THEREOF TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST BOUNDARY THEREOF TO THE NORTHWEST CORNER OF THE SOUTH THREE-QUARTERS (S¾) OF THE SOUTHEAST QUARTER (SE¼) OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH BOUNDARY THEREOF AND ALONG THE NORTH BOUNDARY OF THE SOUTH THREE-QUARTERS (S¾) OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 17 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST BOUNDARY THEREOF TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST COMMERCIAL BOULEVARD; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 17; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW¼) OF THE SOUTHWEST QUARTER (SW¼) OF SAID SECTION 17; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW¼) OF THE SOUTHWEST QUARTER (SW¼) OF SAID SECTION 17 TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 56, BLOCK 16, “TAMARAC LAKES SOUTH”, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 62, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY AND EASTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID PLAT TO THE SOUTHEAST CORNER OF PARCEL “S” OF SAID PLAT AND THE POINT OF BEGINNING.

Exhibit "A"


Legend
Tamarac East Service Area
Tamarac Water Main
Scale: 1" = 500' (half size)
N
S
E
W
NW 55TH ST
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NW 53RD ST
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W COMMERCIAL BLVD
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NW 48TH ST
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NW 46TH ST
NW 46TH ST
NW 45TH CT
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NW 16TH WAY
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NW 16TH AVE
Prospect Rd
Prospect Rd
Prospect Rd
TAMARAC
The City For Your Life

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: June 10, 2024

SUBMITTED BY: Monica Barros

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14129

AGENDA SECTION: **CONSENT AGENDA**

TITLE:

TR14129 - A Resolution of the City Commission of the City of Tamarac, Florida, confirming Omar Jirau and Steven Korte as Firefighter Elected Trustees of the Firefighters pension board serving a four-year term each ending May 17, 2028; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION:

To confirm the election results for the two (2) Elected Firefighters Pension Board of Trustees to each serve four-year terms.

BACKGROUND:

Section 16-331 (a) of the Tamarac Code of Ordinances provides for the appointment of Trustees to the City of Tamarac Firefighter Pension Board, and Section 175.061(1)(a), F.S. provides that two (2) Trustees must be full-time firefighters as defined in s. 175.032 who are elected by a majority of the active firefighters who are members of such plan.

The terms of the current Firefighter Elected Trustees, Omar Jirau and Steven Korte, expired on May 13, 2024. The City Clerk's Office held a duly noticed nomination period for the Firefighter Elected Trustees from April 8, 2024, through April 19, 2024, which garnered three nominations: Rebecca Geimer, Omar Jirau and Steven Korte. The nominees accepted their nominations, and an election was scheduled to begin on May 6, 2024, and end on May 17, 2024. Following the close of the election period, the City Clerk’s Office tallied the ballots and determined that Omar Jirau and

Steven Korte received the greatest number of votes.

The Firefighter Elected Trustees will each serve a term of four-years until May 17, 2028.

ISSUE:

The terms of the Firefighter Elected Trustees, Omar Jirau and Steven Korte, expired May 13, 2024.

STRATEGIC GOALS: Goal #6: Tamarac is a Dynamic Workplace

ATTACHMENTS:

TR14129 Firefighers Pension Board Appointment Memo.pdf
TR14129 Firefighers Pension Board Appointment Reso.pdf

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY CLERK'S OFFICE

TO: **Levent Sucuoglu, City Manager**

DATE: **May 23, 2024.**

THRU: **Kimberly Dillon, City Clerk**

FROM: **Monica Barros Assistant City Clerk**

RE: **TR14129 Confirming the Election of Trustees to the Firefighters Pension Board**

RECOMMENDATION:

To confirm the election results for the two (2) Elected Firefighters Pension Board of Trustees to each serve four-year terms.

ISSUE:

The terms of the Firefighter Elected Trustees, Omar Jirau and Steven Korte, expired May 13, 2024.

BACKGROUND:

Section 16-331 (a) of the Tamarac Code of Ordinances provides for the appointment of Trustees to the City of Tamarac Firefighter Pension Board, and Section 175.061(1)(a), F.S. provides that two (2) Trustees must be full-time firefighters as defined in s. 175.032 who are elected by a majority of the active firefighters who are members of such plan.
The terms of the current Firefighter Elected Trustees, Omar Jirau and Steven Korte, expired on May 13, 2024. The City Clerk's Office held a duly noticed nomination period for the Firefighter Elected Trustees from April 8, 2024, through April 19, 2024, which garnered three nominations: Rebecca Geimer, Omar Jirau and Steven Korte. The nominees accepted their nominations, and an election was scheduled to begin on May 6, 2024, and end on May 17, 2024. Following the close of the election period, the City Clerk’s Office tallied the ballots and determined that Omar Jirau and Steven Korte received the greatest number of votes.
The Firefighter Elected Trustees will each serve a term of four-years until May 17, 2028.

FISCAL IMPACT:

No Fiscal Impact.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2024 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, CONFIRMING OMAR JIRAU AND STEVEN KORTE AS FIREFIGHTER ELECTED TRUSTEES OF THE FIREFIGHTERS PENSION BOARD SERVING A FOUR-YEAR TERM EACH ENDING MAY 17, 2028; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 16-331 (a) of the Tamarac Code of Ordinances provides for the election and appointment of Trustees to the City of Tamarac Firefighter Pension Board; and

WHEREAS, Section 175.061(1)(a), F.S. provides that two (2) Trustees must be full-time firefighters as defined in s. 175.032 who are elected by a majority of the active firefighters who are members of such plan; and

WHEREAS, the terms of the Firefighter Elected Trustees, Omar Jirau and Steven Korte, expired May 13, 2024; and

WHEREAS, the City Clerk's Office held a duly noticed nomination period for the Firefighter Elected Trustees from April 8, 2024, through April 19, 2024, which garnered three nominations; and

WHEREAS, the three nominees were REBECCA GEIMER, OMAR JIRAU, and STEVEN KORTE; and

WHEREAS, the three nominees have accepted their nominations as Firefighter Elected Trustees; and

WHEREAS, the City Clerk's Office subsequently held a duly noticed election for the two Firefighter Elected Trustees from May 6, 2024, through May 17, 2024; and

WHEREAS, following the close of the election period, the City Clerk's Office tallied the ballots and determined that OMAR JIRAU and STEVEN KORTE received the greatest number of votes; and

WHEREAS, the City Commission is desirous of confirming the election results of OMAR JIRAU and STEVEN KORTE as Firefighter Elected Trustees to the Firefighter Pension Board where each serves a four-year term **ending May 17, 2028**, or until such time as reappointments are made; and

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 City Commission of the City of Tamarac confirms the election results of OMAR JIRAU and STEVEN KORTE as Firefighter Elected Trustees to the Firefighter Pension Board where each serves a four-year term ending May 13, 2028, or until such time as reappointments are made.

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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED, ADOPTED AND APPROVED this _____ day of _____,

2024.

_____
MICHELLE J. GOMEZ
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

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

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: June 10, 2024

SUBMITTED BY: Rosemary Fisher

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: TO2558

AGENDA SECTION: **ORDINANCE(S) - FIRST READING**

TITLE: TO2558 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 8, entitled Flood Prevention and Protection, Article, I, entitled Administration, Division 2, entitled Applicability, specifically Section 8-9 entitled Basis for establishing flood hazard areas and Article II, entitled definitions, Division 2 entitled Definitions, at Section 8-47, entitled Definitions as used in this chapter, specifically the term market value, of the City of Tamarac Code of Ordinances, to update the date of the flood insurance study and flood insurance rate maps; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.

RECOMMENDATION:

The City of Tamarac should amend Chapter 8, “Flood Prevention and Protection”, Sections 8-9, and Section 8-47 of the Code of Ordinances of the City of Tamarac to satisfy the requirements of the National Flood Insurance Program (NFIP).

BACKGROUND: The City of Tamarac participates in the National Flood Insurance Program (NFIP). Due to the City’s efforts, our property owners receive discounts on flood insurance. Currently we are a Class 6, our property owners receive a twenty percent (20%) discount on mandatory flood insurance. Approximately fifty-two percent (52%) of our Tamarac properties are in a flood zone. Because we participate in the NFIP we are also eligible for additional grants from FEMA. As a participant in the NFIP, we are required to follow all new policies enacted by FEMA for floodplain management. The NFIP Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) were completed and will become effective July 31, 2024. The

amendment to flood ordinance is to update the effective date to July 31, 2024, and to update the definition of Market value in Sec. 8-47.

- Exhibit A – FEMA Letter dated January 31, 2024 – notifying the city of the final flood hazard determination for Broward County, Florida and Incorporated Areas
- Exhibit B – FEMA Letter dated April 22, 2024 – notifying the city that the Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed and the effective date is July 31, 2024. No significant changes have been made to the flood hazard data for Broward County.

ISSUE: The City of Tamarac should amend Chapter 8, "Flood Prevention and Protection", Sections 8-9, 8-47, and update the date of the flood insurance study and flood insurance rate maps of the Code of Ordinances of the City of Tamarac to satisfy the requirements of the National Flood Insurance Program (NFIP).

STRATEGIC GOALS: Goal #2 : Tamarac is Safe and People Know It

ATTACHMENTS:

Exh A - Jan 31 2024 Ltr from FEMA Eff 07-31-24.pdf
Exh B - Apr 22 2024 Ltr from FEMA Eff 07-31-24.pdf
TO 2558 MEMO ORD Flood Ord Ch8 06-04-24.docx
TO 2558 Chapter 8 Floodplain Ord Amend.docx

TO2558
06/04/24

Federal Emergency Management Agency

Washington, D.C. 20472

RECEIVED
24 FEB -5 PM 2:45
CITY OF TAMARAC
BUILDING DEPT

January 31, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
19P

The Honorable Michelle J. Gomez
Mayor, City of Tamarac
7525 Northwest 88th Avenue
Tamarac, Florida 33321

Community Name:	City of Tamarac, Broward County, Florida
Community No.:	120058
Map Panels Affected:	See FIRM Index

Dear Mayor Gomez:

This is to notify you of the final flood hazard determination for Broward County, Florida and Incorporated Areas, in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood hazards shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the *Federal Register*.

The statutory 90-day appeal period that was initiated for your community when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed flood hazard determinations for your community in the local newspaper has elapsed. FEMA did not receive any appeals of the proposed flood hazard determinations or submittals regarding the Revised Preliminary Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) during that time.

Accordingly, the flood hazard determinations for your community are considered final. The final notice for flood hazard determinations will be published in the *Federal Register* as soon as possible. The FIS report and FIRM for your community will become effective on July 31, 2024. Before the effective date, we will send your community final printed copies of the FIS report and FIRM. For insurance purposes, the community number and new suffix code for the panels being revised are indicated on the FIRM and must be used for all new policies and renewals.

Because the FIS report for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter.

It must be emphasized that all the standards specified in 44 CFR Part 60.3(c) of the National Flood Insurance Program (NFIP) regulations must be enacted in a legally enforceable document. This includes adoption of the current effective FIS report and FIRM to which the regulations apply and other modifications made by this map revision. Some of the standards should already have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions in this Paragraph of the NFIP regulations:

1. Amending existing regulations to incorporate any additional requirements of 44 CFR Part 60.3(c);

2. Adopting all the standards of 44 CFR Part 60.3(c) into one new, comprehensive set of regulations; or

3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of 44 CFR Part 60.3(c).

Also, prior to the effective date, your community is required, as a condition of continued eligibility in the NFIP, to adopt or show evidence of adoption of the floodplain management regulations that meet the standards of 44 CFR Part 60.3(c) of the NFIP regulations by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

Many states and communities have adopted building codes based on the International Codes (I-Codes); the model I-Codes (2009 and more recent editions) contain flood provisions that either meet or exceed the minimum requirements of the NFIP for buildings and structures. The model codes also contain provisions, currently found in an appendix to the International Building Code, that apply to other types of development and NFIP requirements. In these cases, communities should request review by the NFIP State Coordinator to ensure that local floodplain management regulations are coordinated (not duplicative or inconsistent) with the State or Local building code. FEMA's resource, *Reducing Flood Losses through the International Code: Coordinating Building Codes and Floodplain Management Regulations, 5th Edition (2019)*, provides some guidance on this subject and is available at https://www.fema.gov/emergency-managers/risk-management/building-science/building-codes/flood.

Please note, any enclosed correspondence from the NFIP State Coordinator for Florida is provided to assist States and communities in coordinating to meet State requirements. Its inclusion with this determination should not be construed as FEMA's specific endorsement of its contents.

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended, and 44 CFR Part 59.24.

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letters of Map Change (LOMC) actions (i.e., Letters of Map Amendment, Letters of Map Revision) that will be affected when the revised FIRM panels referenced above become effective. If no LOMCs were issued previously for your community, you are receiving a SOMA for informational purposes only.

Once the FIS report and FIRM are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance requirements, and many other planning applications. Copies of the digital files of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP) or by visiting the Map Service Center at https://www.msc.fema.gov. In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

For assistance with your floodplain management ordinance or enacting the floodplain management regulations, please contact Conn H. Cole, NFIP State Coordinator for Florida by telephone at 850-815-4507. If you should require any additional information, we suggest that you contact the Director, Mitigation Division of FEMA, Region 4 at 770-220-5406 for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the telephone number shown above. Additional information and resources you may find helpful regarding the NFIP and floodplain management can be found on our website at https://www.fema.gov/flood-maps. Copies of these documents may also be obtained by calling our FMIX.

Sincerely,

Luis V. Rodriguez, P.E.
Director, Engineering and Modeling Division
Risk Management Directorate | Resilience

Enclosures:
Final SOMA
Adoption of NFIP-Compliant Flood Ordinances Coordinated with the FBC

cc: Community Map Repository
George Folles, Chief Building Official, City of Tamarac

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

FLORIDA DEM SUPPORT FOR ORDINANCE REQUIREMENTS

(For Letters of Final Determination Beginning 2020)

TO: CEOs of Florida Communities Receiving FEMA LFDs for Revised Maps

FROM: Conn H. Cole, Florida NFIP State Coordinator/State Floodplain Manager
Office of Floodplain Management Office (OFM)

Digitally signed by Conn Cole
Date: 2022.06.23 20:44:16 -04'00'

SUBJECT: Adoption of NFIP-Compliant Flood Ordinances Coordinated with the FBC

FEMA has established the effective date for the revised Flood Insurance Study and Flood Insurance Rate Maps (FIRMs) for your community through the issuance of a Letter of Final Determination (LFD). The letter advises that affected communities must adopt or show evidence of adopting a National Flood Insurance Program (NFIP)-compliant flood ordinance before the FIRMs become effective.

The Florida Division of Emergency Management (FDEM) previously worked with your community to adopt a floodplain management ordinance coordinated with the Florida Building Code. That ordinance and the flood provisions in the FBC satisfy the requirements of the NFIP.

Within a week or two after FEMA mails the LFD, the OFM will contact your community's Floodplain Administrator to determine if your community plans to amend its floodplain management ordinance. The OFM must conduct a compliance review for ordinance amendments. After amendments are adopted, or if your community chooses not to amend the ordinance, we must submit your ordinance to FEMA in advance of the deadline established in the LFD. Additional information about how we help communities respond is included here: fdem-sfmo_guidance_lfd-fis-firm-revisions_12-27-21.pdf (floridadisaster.org).

We welcome the opportunity to work with your community to ensure its flood ordinance is NFIP-compliant. If you have questions and wish to speak with our staff, please contact our helpline by calling (850) 815-4556 or emailing at floods@em.myflorida.com.

CC/

FINAL SUMMARY OF MAP ACTIONS

Community: TAMARAC, CITY OF Community No: 120058

To assist your community in maintaining the Flood Insurance Rate Map (FIRM), we have summarized below the effects of the enclosed revised FIRM panels(s) on previously issued Letter of Map Change (LOMC) actions (i.e., Letters of Map Revision (LOMRs), Letter of Map Revision based on Fill (LOMR-Fs), and Letters of Map Amendment (LOMAs)) that will be affected when the revised FIRM becomes effective on July 31, 2024.

1. LOMCs Incorporated

The modifications effected by the LOMCs listed below will be reflected on the revised FIRM. In addition, these LOMCs will remain in effect until the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

2. LOMCs Not Incorporated

The modifications effected by the LOMCs listed below will not be reflected on the revised FIRM panels or will not be reflected on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will remain in effect until the revised FIRM becomes effective. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

FINAL SUMMARY OF MAP ACTIONS

Community: TAMARAC, CITY OF Community No: 120058

2A. LOMCs on Revised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	01-04-1044A	12/21/2000	TAMARAC LAKES NORTH 3RD SECTION, LOT 9, BLOCK 36 - 2501 N.W. 54TH STREET	12011C0208F	12011C0358J
LOMA	01-04-3166A	09/12/2001	LOT 69, BLOCK 16, TAMARAC LAKES SOUTH - 2938 N.W. 46TH STREET	12011C0204F	12011C0366J
LOMA	02-04-6132A	08/14/2002	LOT 7, BLOCK 3, TAMARAC LAKES NORTH - 2712 N.W. 52ND COURT	12011C0208F	12011C0358J
LOMA	03-04-5180A	05/29/2003	LOT 46, THE WOODLANDS, SECTION FOUR - 4902 WOODLANDS BOULEVARD	12011C0204F	12011C0361J
LOMA	03-04-10162A	10/09/2003	TRACT A, PRESIDENTIAL PLAZA BUILDING - 4699 NORTH STATE ROAD 7	12011C0204F	12011C0362J
LOMA	04-04-5892A	06/17/2004	LOT 38, THE WOODLANDS, SECTION 4 - 5000 WOODLANDS BOULEVARD	12011C0204F	12011C0361J
LOMA	04-04-8124A	08/23/2004	LOT 6, BLOCK 45, THE MAINLANDS OF TAMARAC LAKES - 4105 N.W. 48TH STREET	12011C0204F	12011C0362J
LOMA	04-04-A627A	09/29/2004	BLOCK 91, LOT 5 -- 4608 NW 46TH STREET	12011C0204F	12011C0362J
LOMA	05-04-2170A	04/06/2005	TAMARAC LAKES SOUTH, PART OF PARCEL S -- 2530 WEST COMMERCIAL BLVD	12011C0208F	12011C0366J
LOMA	05-04-2171A	04/06/2005	TAMARAC LAKES SOUTH (UNRECORDED), BLOCK 26, LOT 1 -- 2550 WEST COMMERCIAL BLVD	12011C0208F	12011C0366J
LOMA	05-04-2172A	04/06/2005	TAMARAC LAKES SOUTH, PART OF PARCEL S -- 2400 WEST COMMERCIAL BLVD	12011C0208F	12011C0366J
LOMA	05-04-3004A	05/26/2005	SOUTHGATE GARDENS CONDOMINIUM, BUILDINGS 8-14 & THE CLUBHOUSE	12011C0115F 12011C0205F	12011C0335H 12011C0355J
LOMA	06-04-C079A	09/26/2006	TAMARAC LAKES SOUTH, BLOCK 23, LOT 5 -- 2502 NW 50TH STREET	12011C0208F	12011C0358J
LOMA	06-04-C508A	10/17/2006	SOUTHGATE GARDENS CONDOMINIUM, BUILDINGS 8, 10, 11, 12, & 14	12011C0115F 12011C0205F	12011C0335H 12011C0355J
LOMA	07-04-2944A	04/17/2007	REPLAT OF TRACT 17 SPRINGTREE, HARBOR ISLAND CONDOMINIUMS, BLDGS 1-21	12011C0205F	12011C0345J
LOMA	08-04-3245A	05/15/2008	PROSPECT INDUSTRIAL AND COMMERCIAL PARK, TRACT B -- 3116 WEST COMMERCIAL BLVD	12011C0204F	12011C0362J

FINAL SUMMARY OF MAP ACTIONS

Community: TAMARAC, CITY OF

Community No: 120058

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	08-04-6484A	09/08/2008	Lot 6, Block 8/1, The Woodlands Subdivision - 4711 Holly Drive	12011C0204F	12011C0361J
LOMA	09-04-3190A	04/21/2009	SOUTHGATE GARDENS, A PORTION OF PARCEL A, BUILDINGS 1-12 -- SOUTHGATE BLVD	12011C0115F 12011C0205F	12011C0355J
LOMA	10-04-4640A	04/12/2010	Lot 4, Block 1, Sunflower First Addition Subdivision - 7104 NW 83rd Street	12011C0205F	12011C0355J
LOMA	10-04-6416A	06/17/2010	Lot 88, Block 16, Tamarac Lakes South Subdivision - 4705 NW 30th Terrace	12011C0204F	12011C0366J
LOMA	10-04-7295A	07/30/2010	Lot 13, Block 29/7, The Woodlands Subdivision - 5603 Mulberry Drive	12011C0204F	12011C0361J
LOMA	11-04-4067A	03/22/2011	SOUTHGATE GARDENS, PARCEL B -- SOUTHGATE BOULEVARD	12011C0115F 12011C0205F	12011C0355J
LOMA	11-04-6060A	06/06/2011	Lot 4, Block 45/8, The Woodlands Subdivision - 6205 Royal Poinciana Lane	12011C0204F	12011C0361J
LOMA	13-04-6575A	08/20/2013	TAMARAC BUSINESS CENTER SECTION 2, BLOCK 1, LOTS 3-5 -- 3890/3900 WEST COMMERCIAL BOULEVARD	12011C0204F	12011C0362J
LOMA	14-04-2380A	01/21/2014	THE WOODLANDS SECTION EIGHT, BLOCK 47, LOT 15 -- 6004 ROYAL POINCIANA LANE	12011C0204F	12011C0361J
LOMA	14-04-4986A	05/08/2014	THE MAINLANDS OF TAMARAC LAKES THIRD SECTION, BLOCK 73, LOT 49 -- 4403 NW 45TH AVENUE	12011C0204F	12011C0362J
LOMA	14-04-AB64A	11/18/2014	THE MAINLANDS OF TAMARAC LAKES, BLOCK 59, LOT 4 -- 4510 NW 49TH DRIVE	12011C0362H	12011C0362J
LOMR-F	15-04-0814A	01/22/2015	TUSCAN VILLAS, A CONDOMINIUM, BUILDINGS 1-13 & CABANA -- 2851 W PROSPECT ROAD	12011C0358H	12011C0358J
LOMA	16-04-2871A	03/10/2016	PROSPECT ROAD PLAT, PARCEL A -- 5530, 5540, 5548 NW 31ST AVENUE (PROSPECT PARK, BUILDINGS 3-5)	12011C0358H	12011C0358J
LOMA	16-04-4584A	05/20/2016	THE WOODLANDS, SECTION 7, BLOCK 29, LOT 17 -- 5505 MULBERRY DRIVE	12011C0361H	12011C0361J
LOMR-F	17-04-2792A	03/21/2017	CENTRAL PARC SOUTH, LOTS 1-239	12011C0353H 12011C0354H 12011C0361H 12011C0362H	12011C0353H 12011C0354H 12011C0361J 12011C0362J

FINAL SUMMARY OF MAP ACTIONS

Community: TAMARAC, CITY OF

Community No: 120058

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMR-F	18-04-1706A	01/26/2018	TRAILS AT CENTRAL PARC, LOTS 1-34 -- 4401-4467 NW 47TH TERRACE (ODD ADDRESSES)	12011C0362H	12011C0362J
LOMA	18-04-3676A	03/26/2018	LOT 41, BLOCK 88, SECTION 4, MAINLANDS OF TAMARAC LAKES SUBDIVISION - 4901 NW 47TH TERRACE	12011C0362H	12011C0362J
LOMA	18-04-5512A	06/19/2018	LOT 6, BLOCK 33, SECTION 7, THE WOODLANDS SUBDIVISION - 5702 SOUTH TRAVELERS PALM LANE	12011C0361H	12011C0361J
LOMR-F	18-04-4287A	06/28/2018	TRAILS AT CENTRAL PARC, LOTS 35-83, 167-177 & 189-214	12011C0362H	12011C0362J
LOMA	18-04-5778A	06/29/2018	TRAILS AT CENTRAL PARC, LOTS 178-188	12011C0362H	12011C0362J
LOMR-F	19-04-0661A	12/14/2018	TRAILS AT CENTRAL PARC, LOTS 84-166 -- NW 48TH TERRACE	12011C0354H 12011C0362H	12011C0354H 12011C0362J
LOMA	20-04-2727A	03/18/2020	LOT 24, BLOCK 9, TAMARAC LAKES NORTH SUBDIVISION - 2633 NW 51ST PLACE	12011C0358H	12011C0358J
LOMA	21-04-3851A	06/17/2021	THE WOODLANDS, SECTION 8, BLOCK 48, LOT 51 -- 6306 WAXMYRTLE CIRCLE	12011C0361H	12011C0361J
LOMA	23-04-5932A	09/13/2023	THE MAINLANDS OF TAMARAC LAKES SECTION 4-A, BLOCK 92, LOT 9 -- 4523 NW 46TH TERRACE	12011C0362H	12011C0362J
LOMA	24-04-1597A	01/04/2024	Lot 7, Block 2, Woodland Villas (Unrecorded) Subdivision - 4514 Woodland Circle	12011C0361H	12011C0361J

FINAL SUMMARY OF MAP ACTIONS

Community: TAMARAC, CITY OF Community No: 120058

2B. LOMCs on Unrevised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMR-F	95-04-114A	11/29/1994	PLUM HARBOR SUBDIVISION	12011C0205F	12011C0335H
LOMR-F	95-04-352A	02/15/1995	LAND SECTION 6, NORTH	12011C0185F	12011C0335H
LOMR-F	95-04-344A	02/28/1995	LOTS 19, 54-60, 67-73, 143-149, 243-265 - PLUM BAY	12011C0185F	12011C0335H
LOMR-F	95-04-430A	03/17/1995	LOTS 302-305 & 326-329 - PLUM HARBOR, LAND SECTION 8	12011C0205F	12011C0335H
LOMR-F	95-04-448A	03/24/1995	LAND SECTION 6 NORTH & SOUTH	12011C0185F	12011C0335H
LOMR-F	95-04-702A	05/26/1995	LOTS 129-143 - LAND SECTION 6 SOUTH	12011C0185F	12011C0335H
LOMR-F	95-04-746A	06/29/1995	LOTS 261-340 - LAND SECTION 6-NORTH	12011C0185F	12011C0335H
LOMR-F	95-04-760A	07/06/1995	PLUM BAY, LOTS 22-32, 45-53 & 142	12011C0185F	12011C0335H
LOMR-F	96-04-104A	01/11/1996	LAND SECTION 6 SOUTH	12011C0185F	12011C0335H
LOMR-F	96-04-238A	02/13/1996	LOTS 1-16 - PLUM BAY	12011C0185F	12011C0335H
LOMR-F	96-04-802A	05/23/1996	PLUM HARBOR-BUILDINGS 1-39, PHASES I, II & III	12011C0205F	12011C0335H
LOMR-F	96-04-1050A	07/02/1996	5700 ROCK ISLAND DRIVE - SPRING HOUSE APARTMENTS	12011C0204F	12011C0353H
LOMR-F	96-04-1200A	07/31/1996	PLUM HARBOR - PHASE 2, BLDG. 7 - 10, UNITS 446 - 487	12011C0205F	12011C0335H
LOMR-F	96-04-1322A	08/19/1996	PHASES II-IV - PLUM HARBOR, PARCEL A, LAND SECTION 8	12011C0205F	12011C0335H
LOMR-F	96-04-1476A	09/18/1996	PLUM HARBOR PROJECT	12011C0205F	12011C0335H

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LOMR-F	97-04-768A	03/12/1997	PLUM HARBOR - BUILDINGS 21-23 PARCEL A, LAND SECTION 8	12011C0205F	12011C0335H
LOMR-F	97-04-1352A	06/02/1997	PLUM HARBOR - BLDGS 33, 34, 37, 38 - UNITS 598-604, 605-610, 621-626 & 627-634	12011C0205F	12011C0335H
LOMR-F	97-04-1712A	07/09/1997	PLUM HARBOR, PARCEL A, PH. II-IV - BLDGS 31, 35, 36 & 39 - SEE PROP. DESCRIPTION	12011C0205F	12011C0335H
LOMR-F	97-04-1980A	09/10/1997	UNITS 576 - 581 & 592 - 597, PLUM HARBOR	12011C0205F	12011C0335H
LOMA	97-04-2056A	09/29/1997	GRANVILLE CONDOS - BLDGS. E & H, UNIT 102; BLDGS D & S, UNIT 104	12011C0185F	12011C0335H
LOMA	97-04-2058A	11/26/1997	FAIRFAX CONDOS - (SEE PROPERTY DESCRIPTION)	12011C0185F	12011C0335H
LOMA	97-04-2060A	11/26/1997	ASHMONT CONDOS - (SEE PROPERTY DESCRIPTION)	12011C0185F	12011C0335H
LOMR-F	98-04-330A	12/17/1997	PLUM HARBOR - BLDG 26, LOTS 559-563; BLDG 27, LOTS 564-569;BLDG 30, LOTS 582-586	12011C0205F	12011C0335H
LOMA	98-04-564A	02/04/1998	TRENT CONDOS - BLDGS A-F & H, UNITS 101-104, 207 & 404	12011C0185F	12011C0335H
LOMR-F	98-04-404A	03/13/1998	DEVON CONDOS, BUILDINGS A-J - NORTH & SOUTH DEVON DRIVE	12011C0185F	12011C0335H
LOMR-F	98-04-866A	03/13/1998	KINGS POINT REPLAT PARCEL W - WELDON CIRCLE BLDGS A-D, G, H, J & K	12011C0205F	12011C0335H
LOMR-F	98-04-426A	03/20/1998	BELFORT CONDOS A-R - NORTH & SOUTH BELFORT CIRCLE	12011C0185F	12011C0335H
LOMA	98-04-916A	03/19/1998	SANDS POINT II, BLDGS E & F; SANDS POINT IV, BLDGS K, L, M, N, & P	12011C0205F	12011C0335H
LOMA	98-04-822A	04/01/1998	TAMARAC GARDENS CONDOS	12011C0205F	12011C0335H
LOMR-F	98-04-416A	04/08/1998	CLAIRMONT CONDOS 1ST ADDITION - BLDGS A-O - W. & E. CLAIRMONT CIRCLE	12011C0185F	12011C0335H
LOMA	98-04-914A	04/22/1998	FAIRFAX CONDOS BLDGS B & C - 7200-7270 AND 7310-7380 FAIRFAX DRIVE	12011C0185F	12011C0335H

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LOMR-F	98-04-1168A	05/15/1998	PLUM HARBOR, SEC. 8, PARCEL A - BUILDINGS 25 & 28	12011C0205F	12011C0335H
LOMR-F	98-04-1502A	07/24/1998	PLUM HARBOR, PARCEL A - BUILDINGS 1, 2, & 24	12011C0205F	12011C0335H
LOMR-F	98-04-1270A	08/19/1998	LAKES OF CARRIAGE HILLS CONDO NOS. 1-12 - RECREATION & BATH HOUSE BUILDINGS	12011C0205F	12011C0354H
LOMA	98-04-3212A	10/16/1998	GRANVILLE CONDOS - BUILDINGS A & B - 7801-7903 & 7701-7795 GRANVILLE DRIVE	12011C0185F	12011C0335H
LOMA	99-04-1072A	01/22/1999	WOODMONT TRACT 64, LOT 43 - 7540 BLACK OLIVE WAY	12011C0205F	12011C0335H
LOMA	99-04-1768A	02/19/1999	TAMARAC GARDENS NO. 2 & 11 - UNITS 101-116, 201-216 - W.MCNAB BLVD. & NW 68TH PL	12011C0205F	12011C0353H
LOMR-F	99-04-3820A	07/09/1999	KINGS POINT REPLAT, PARCEL E, BLGDS 17-20, 49, & 50 AND PARCEL S, BLDGS E, F, J	12011C0185F	12011C0335H
LOMR-F	99-04-5470A	09/28/1999	EXETER, PARCEL E - BUILDINGS 24, 27, AND 28	12011C0185F	12011C0335H
LOMA	00-04-1874A	03/09/2000	BERMUDA CLUB CONDOS	12011C0205F	12011C0354H
LOMR-F	00-04-2720A	07/11/2000	BUILDING G OF SOUTHAMPTON - 7739 SOUTHAMPTON TERRACE	12011C0185F	12011C0335H
LOMA	00-04-5172A	09/26/2000	CONCORD VILLAGE CONDOMINIUM IV-IX	12011C0205F	12011C0335H
LOMR-F	00-04-5850X	10/17/2000	MALVERN, BUILDING CLUSTERS A-R - MALVERN DRIVE	12011C0205F	12011C0335H
LOMR-F	01-04-0572X	11/30/2000	KINGS PT. REPLAT, PARCEL S, SOUTHAMPTON, BLDG H & PARCEL E, EXETER, BLDG 43-46	12011C0185F	12011C0335H
LOMR-F	01-04-1074A	03/16/2001	KINGS POINT REPLAT, EXETER, BLDGS. 31, 32, 39, & 41 AND SOUTHAMPTON, BLDG. C	12011C0185F	12011C0335H
LOMA	01-04-2700A	04/06/2001	SHAKER WOODS VILLAGE A CONDO. - 6001, 6010, 6040, 6061, & 6031 SHAKERWOOD CIRCLE	12011C0205F	12011C0353H
LOMR-F	01-04-1080A	04/13/2001	KINGS POINT REPLAT, EXETER, PARCEL E, BUILDINGS 33 & 40	12011C0185F	12011C0335H

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LOMR-F	01-04-4802A	07/13/2001	KINGS POINT REPLAT, PARCEL "W", BUILDINGS F & I - 9537 & 9539 WELDON CIRCLE	12011C0205F	12011C0335H
LOMR-F	01-04-5436A	08/15/2001	BUILDINGS 36, 37 & 38, EXETER, PARCEL E, KINGS POINT REPLAT	12011C0185F	12011C0335H
LOMR-F	01-04-6666X	09/12/2001	KINGS POINT REPLAT, EXETER, PARCEL E, BUILDINGS 34 & 35 - EXETER BLVD.EAST	12011C0185F	12011C0335H
LOMR-F	01-04-5882A	09/19/2001	VERSAILLES GARDENS CONDOS, BUILDINGS 1-25, CLUBHOUSE & SOCIAL HALL	12011C0205F	12011C0335H
LOMR-F	02-04-2122A	01/16/2002	BUILDING B, SOUTHAMPTON, KINGS POINT REPLAT, PARCEL S - 7623 SOUTHAMPTON TERRACE	12011C0185F	12011C0335H
LOMR-F	02-04-2584X	03/29/2002	PARCELS "E" & "S", KINGS POINT REPLAT	12011C0185F	12011C0335H
LOMR-F	02-04-3850A	04/05/2002	BUILDING A, PARCEL S (SOUTHAMPTON), KINGS POINT REPLAT - 7611 SOUTHAMPTON TERR.	12011C0185F	12011C0335H
LOMR-F	02-04-7534A	08/14/2002	BUILDING D, VILLAGE OF YARDLEY, PARCEL Y, KINGS POINT REPLAT - 7755 YARDLEY DR.	12011C0205F	12011C0335H
LOMR-F	02-04-7172A	09/27/2002	THE GARDENS OF SABAL PALMS CONDOMINIUM RESIDENCES "I", BUILDINGS A & D	12011C0205F	12011C0354H
LOMA	02-04-8630X	09/25/2002	LIME BAY CONDOMINIUMS 1-8, BUILDINGS 1-12 & 14-19 - LIME BAY BOULEVARD	12011C0205F	12011C0335H
LOMA	02-04-9162A	10/09/2002	GRANVILLE CONDOMINIUM G - 7500-7594 GRANVILLE DRIVE	12011C0185F	12011C0335H
LOMR-F	03-04-0830A	12/13/2002	BLDG. E, VILLAGE OF YARDLEY, ON PARCEL Y, KINGS POINT REPLAT - 7765 YARDLEY DR.	12011C0205F	12011C0335H
LOMR-F	03-04-4428A	03/20/2003	BLDGS 2-9 & CABANA, CATALINA LAKES, LOCATED ON PARCEL A, KINGS POINT COMM. PARK	12011C0185F	12011C0335H
LOMR-F	03-04-4692A	04/24/2003	BUILDING F, VILLAGE OF YARDLEY, LOCATED ON PARCEL Y, KINGS POINT REPLAT	12011C0205F	12011C0335H
LOMA	03-04-5162A	05/02/2003	THE FOUNTAINS APARTMENTS - 6175, 6181, & 6185 N.W. 57TH STREET	12011C0204F 12011C0205F	12011C0353H
LOMA	03-04-4988A	05/22/2003	5944 N.W. 54TH LANE	12011C0205F	12011C0353H

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LOMA	03-04-5772A	05/29/2003	BUILDINGS 1-9, GOLF VILLAS, LOCATED ON SABAL PALM TOWNHOUSE	12011C0205F	12011C0354H
LOMR-F	03-04-7238A	07/17/2003	BUILDINGS 1-11 & GARAGES 1-5, 15, AND 25, ARCHSTONE GARDENS	12011C0205F	12011C0335H
LOMR-F	03-04-8114A	08/14/2003	BUILDING C, VILLAGE OF YARDLEY, LOCATED ON PARCEL Y, KINGS POINT REPLAT	12011C0205F	12011C0335H
LOMA	03-04-8880A	09/18/2003	FAIRWAYS OF TAMARAC, CONDOMINIUMS ONE AND TWO - N.W. 61ST STREET	12011C0205F	12011C0335H
LOMA	03-04-9802A	11/06/2003	SHAKER VILLAGE TOWNHOUSE CONDOMINIUMS	12011C0204F 12011C0205F	12011C0353H
LOMR-F	04-04-1038A	01/02/2004	BUILDING 1, CATALINA LAKES, PARCEL A, KINGS POINT COMMERCIAL PARK	12011C0185F	12011C0335H
LOMA	04-04-1346A	01/08/2004	HIDDEN HARBOUR APARTMENTS - PARCEL A, BISHOP TRACT 31	12011C0205F	12011C0335H
LOMR-F	04-04-2512A	01/20/2004	BUILDING A, VILLAGE OF YARDLEY, LOCATED ON PARCEL Y, KINGS POINT REPLAT	12011C0205F	12011C0335H
LOMA	04-04-1680A	01/29/2004	PINEAPPLE PARK AT WOODMONT - 8156 N.W. 71ST COURT	12011C0205F	12011C0335H
LOMA	04-04-4554A	05/06/2004	THE CYPRESS AT WOODMONT, A CONDOMINIUM - HOLLY COURT	12011C0205F	12011C0335H
LOMR-F	04-04-5542A	06/03/2004	PARCELS A & B, KINGS POINT RECREATIONAL COMPLEX - 7620 & 7622 NOB HILL ROAD	12011C0185F	12011C0335H
LOMA	04-04-5776A	06/10/2004	LOT 9, WOODMONT TRACT 63 - 7630 BANYAN TERRACE	12011C0205F	12011C0335H
LOMA	04-04-5882A	06/17/2004	CONDOMINIUM PARCEL NO. 54, THE PINES AT WOODMONT-III - 7927 HIBISCUS CIRCLE	12011C0205F	12011C0335H
LOMA	04-04-5884A	06/17/2004	LOT 5, BLOCK 128, THE MAINLANDS OF TAMARAC LAKES SEC. 6-A - 5103 N.W. 54TH COURT	12011C0204F	12011C0353H
LOMA	04-04-6282A	06/25/2004	BLDGS. 1, 2 & REC. BLDG. (CLUBHOUSE), ON PARCEL C, SABAL PALM VILLAGE OF TAMARAC	12011C0205F	12011C0354H
LOMA	04-04-6398A	06/25/2004	LOT 23, BLOCK 327, WESTWOOD COMMUNITY FOUR-A - 7105 N.W. 89TH AVENUE	12011C0205F	12011C0335H

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LOMA	04-04-6452A	07/01/2004	LOT 26, WOODMONT TRACT 47 - 8630 N.W. 83RD STREET	12011C0205F	12011C0335H
LOMR-F	04-04-7450A	07/22/2004	BUILDING B, VILLAGE OF YARDLEY, LOCATED ON PARCEL Y, KINGS POINT REPLAT	12011C0205F	12011C0335H
LOMA	04-04-8096A	08/16/2004	LOT 27, BLOCK 338, WESTWOOD, COMMUNITY FIVE - 8205 N.W. 93RD AVENUE	12011C0205F	12011C0335H
LOMA	04-04-8194A	08/26/2004	LOT 9, BLOCK 2, WOODMONT TRACT 69 - 7415 CORKWOOD CIRCLE	12011C0205F	12011C0335H
LOMA	04-04-8338A	09/09/2004	LOT 3, BLOCK 206, THE MAINLANDS OF TAMARAC LAKES UNIT 13 - 8407 N.W. 59TH PLACE	12011C0205F	12011C0335H
LOMA	04-04-8340A	09/30/2004	LOT 6, BLOCK 290, WESTWOOD COMMUNITY TWO - 9604 N.W. 67TH COURT	12011C0205F	12011C0335H
LOMA	04-04-A737A	10/04/2004	8280 NW 94TH AVENUE	12011C0205F	12011C0335H
LOMA	04-04-B133A	10/29/2004	BUILDINGS A-D, SANDS POINTE CONDOMINIUM APARTMENTS, 8321-8351 SANDS POINT BLVD -- 8321-8351 SANDS PO	12011C0205F	12011C0335H
LOMA	05-04-0724X	12/16/2004	THE GREENS CONDOMINIUMS, BUILDINGS 1-12 -- 8810-8856 WEST MCNAB ROAD	12011C0205F	12011C0335H
LOMA	05-04-0797A	01/12/2005	LIME BAY CONDOMINIUMS, BUILDINGS 1-5 -- 9081 LIME BAY BLVD	12011C0205F	12011C0335H
LOMA	05-04-1329A	02/09/2005	A PORTION OF BANYAN LAKES -- 6179 PINE TREE LANE	12011C0205F	12011C0353H
LOMA	05-04-2419A	04/21/2005	PLUM BAY (UNRECORDED), LOT 236 -- 9911 RED HEART LANE (PN: 49-41-08-21-2360)	12011C0205F	12011C0335H
LOMA	05-04-2619A	05/12/2005	FT. LAUDERDALE TRUCK FARM SUBDIV, A PORTION OF TRACT 14 -- 5903 NW 57TH COURT, WOODLAND MEADOWS APAR	12011C0205F	12011C0353H
LOMA	05-04-3141A	06/01/2005	SANDS POINT CONDOMINIUM, UNIT F -- 8390 SANDS POINT BLVD	12011C0205F	12011C0335H
LOMA	05-04-3293A	06/16/2005	WOODLAND MEADOWS, BUILDING B, FT. LAUDERDALE TRUCK FARM SUBDIV, A PORTION OF TRACT 14 -- 5760 NW 60T	12011C0205F	12011C0353H
LOMA	06-04-B255A	01/24/2006	S & N PLAT NO. TWO, PORTIONS OF PARCEL A -- 6200-6236 HIATUS ROAD, BUILDING A	12011C0185F	12011C0335H

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LOMA	07-04-0074A	11/02/2006	S & N PLAT NO. 2, PAR. A, TAMARAC BUS. PARK II, BLDGS B-C--6250-6270, 6300-6320 HIATUS RD (FZC, INC)	12011C0185F	12011C0335H
LOMA	07-04-0434A	11/28/2006	GLENEAGLES, A PORTION OF PARCEL A -- 6401 NORTH UNIVERSITY DRIVE, BUILDING 3 -- FZC, INC	12011C0205F	12011C0335H
LOMA	07-04-1134A	01/25/2007	TRENT CONDOMINIUM G, A PORTION OF PARCEL A, BUILDING G-- 7720-7814 TRENT DRIVE	12011C0185F	12011C0335H
LOMA	07-04-2336A	03/20/2007	CONCORD VILLAGE X CONDOMINIUMS, BUILDING 7 -- 7650 WEST MCNAB ROAD	12011C0205F	12011C0335H
LOMA	07-04-2337A	03/20/2007	CONCORD VILLAGE XII CONDOMINIUMS, BUILDING 5 -- 6701 NORTH UNIVERSITY DRIVE	12011C0205F	12011C0335H
LOMA	07-04-2942A	04/12/2007	CONCORD VILLAGE XI CONDOMINIUMS, BUILDING 7 -- 6751 NORTH UNIVERSITY DRIVE	12011C0205F	12011C0335H
LOMA	07-04-5170A	08/09/2007	BUILDING 3, EL-AD NOB HILL CONDOS-PARCEL H, KINGS POINT REPLAT -- 7930 NORTH NOB HILL ROAD	12011C0185F	12011C0335H
LOMA	08-04-0086A	12/04/2007	THE CYPRESS AT WOODMONT II -- 8700, 8710 & 8750 AZALEA COURT	12011C0205F	12011C0335H
LOMA	08-04-3722A	05/20/2008	JASMINE AT TAMARAC CONDOMINIUMS, BUILDINGS 1-9 -- NW 61ST STREET (FZC)	12011C0205F	12011C0335H
LOMA	08-04-3984A	09/09/2008	CYPRESS CLUB AT WOODMONT -- 8161, 8165, 8173, 8179, 8181, 8187 & 8191 NORTH UNIVERSITY DRIVE	12011C0205F	12011C0335H
LOMA	08-04-5817A	09/30/2008	VILLAS AT THE GATE THREE CONDOMINIUM, BUILDINGS 24 & 26 -- 5461-5469 & 5491-5499 GATE LAKE ROAD	12011C0205F	12011C0353H
LOMA	09-04-1960A	01/29/2009	HARBOR CHASE AT MAINLANDS OF TAMARC, UNIT 15, BLOCK 248, LOTS 7-12 -- 6855 NW 70TH AVENUE	12011C0205F	12011C0353H
LOMA	09-04-2284A	02/17/2009	WOODLAND LAKES, LOT A, WOODLAND VILLAS -- 7951-7959 LAGOS DE CAMPO BLVD -- FZC	12011C0205F	12011C0335H
LOMA	09-04-4126A	05/28/2009	THE VILLAS AT THE GATE, A PORTION OF TRACT A, 11 STRUCTURES -- GATE LAKE ROAD	12011C0205F	12011C0353H
LOMA	09-04-4597A	06/09/2009	BANYAN LAKES, PORTION OF PARCEL A -- BUILDING 43, UNITS A, B, C & D -- 6185 LIVE OAK COURT	12011C0205F	12011C0353H
LOMA	09-04-5115A	06/18/2009	WOODLAND VILLAS, TRACTS 1 & 2 -- 8741-8767 NW 57TH STREET	12011C0205F	12011C0335H

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LOMA	09-04-7758A	09/01/2009	LOT 2, BLOCK 111/6-A, MAINLANDS OF TAMARAC LAKES SUBDIVISION - 4940 NW 54TH COURT	12011C0204F	12011C0354H
LOMA	09-04-7948A	09/03/2009	LOT 31, BLOCK 1, WOODMONT TRACT 69 SUBDIVISION - 7434 CORKWOOD CIRCLE	12011C0205F	12011C0335H
LOMA	09-04-8035A	10/23/2009	UNIVERSITY AND MCNAB PLAT, PORTION OF PARCEL A -- 7015 NORTH UNIVERSITY DRIVE	12011C0205F	12011C0335H
LOMA	10-04-0689A	11/03/2009	LOT 19, BLOCK 375, WESTWOOD COMMUNITY SEVEN SUBDIVISION - 7024 NW 101ST AVENUE	12011C0185F	12011C0335H
LOMA	10-04-0395A	12/18/2009	SABAL TOWNHOUSE DEVELOPMENT CORP. (GOLF VILLAS), PARCEL S-1 -- 5900 NW 46TH TERRACE (CLUBHOUSE)	12011C0205F	12011C0354H
LOMA	10-04-0721A	12/29/2009	SUN VISTA GARDENS, A CONDOMINIUM -- ROCK ISLAND ROAD	12011C0204F 12011C0205F	12011C0353H 12011C0354H
LOMA	10-04-4140A	03/23/2010	LOT 14, BLOCK 292, WESTWOOD COMMUNITY TWO SUBDIVISION - 9701 NW 66TH STREET	12011C0205F	12011C0335H
LOMA	10-04-6343A	06/15/2010	LOT 14, BLOCK 39/6, THE WOODLANDS SUBDIVISION - 6103 ELM TREE CIRCLE	12011C0204F	12011C0353H
LOMA	10-04-6486A	06/22/2010	LOT PARCEL A, CATALINA PLACE SUBDIVISION - 6523 CATALINA LANE	12011C0205F	12011C0335H
LOMA	10-04-7327A	07/30/2010	LOT 39, WOODMONT TRACT 63 SUBDIVISION - 8631 BANYAN PLACE	12011C0205F	12011C0335H
LOMA	10-04-8193A	09/08/2010	LOT 13, BLOCK 21/6, WOODLANDS SUBDIVISION - 5409 BANYAN LANE	12011C0205F	12011C0353H
LOMA	10-04-7697A	09/28/2010	COLONY WEST ESTATES, LOT 12 -- 6510 NW 89TH AVENUE	12011C0205F	12011C0335H
LOMA	10-04-8452A	10/21/2010	EL-AD NOB HILL CONDOMINIUM, BUILDINGS 1-2, 4-15 & REC CENTER -- NORTH NOB HILL ROAD	12011C0185F 12011C0205F	12011C0335H
LOMA	11-04-0303A	11/23/2010	WOODMONT TRACTS 72A & 72C, PARCEL 72-A -- 8201-8297 NW 70TH STREET (ODD ADDRESSES)	12011C0205F	12011C0335H
LOMA	11-04-2043A	12/22/2010	LOT 4, BLOCK 19/2, WOODLANDS SUBDIVISION - 5507 GUAVA CIRCLE	12011C0204F	12011C0353H
LOMA	11-04-2494A	01/25/2011	SOUTH PALM PLACE CONDOMINIUM HOMES -- 7610, 7620, 7630, 7640, 7650, 7660, 7670 & 7680 WESTWOOD DR	12011C0205F	12011C0335H

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LOMA	11-04-3610A	03/02/2011	LOT 5, BLOCK 5, SUNFLOWER FIRST ADDITION SUBDIVISION - 8213 NW 74TH TERRACE	12011C0205F	12011C0335H
LOMA	11-04-4691A	04/18/2011	LOT 3, BLOCK 1, WOODLAND GREENS SUBDIVISION - 5621 NW 58TH WAY	12011C0204F	12011C0353H
LOMA	11-04-3082A	05/10/2011	THE CYPRESS AT WOODMONT III, PHASE VI, BUILDING 6 -- 7368 WOODMONT TERRACE	12011C0205F	12011C0335H
LOMA	11-04-5595A	05/18/2011	LOT 4, BLOCK 21/6, THE WOODLANDS SUBDIVISION - 5307 BANYAN LANE	12011C0204F	12011C0353H
LOMA	11-04-5730A	08/02/2011	LIME BAY CONDOMINIUM 7, BUILDINGS 12 & 14 -- 9200 & 9201 LIME BAY BOULEVARD	12011C0205F	12011C0335H
LOMA	11-04-5834A	08/02/2011	LIME BAY CONDOMINIUM 8, BUILDINGS 16 & 17 -- 9300 & 9330 LIME BAY BOULEVARD	12011C0205F	12011C0335H
LOMR-F	11-04-7949A	10/25/2011	WESTPOINT SECTION 7 PLAT, PORTION OF TRACT B -- 5607 HIATUS ROAD	12011C0185F	12011C0335H
LOMR-F	11-04-8045A	11/01/2011	WESTPOINT SECTION 7 PLAT, PORTION OF TRACT B -- 10601 STATE STREET	12011C0185F	12011C0335H
LOMA	11-04-8608A	11/07/2011	LIME BAY, SECTION TWO, PARCEL R-3 -- 9190 LIME BAY BOULEVARD	12011C0205F	12011C0335H
LOMA	12-04-1035A	01/26/2012	THE MAINLANDS OF TAMARAC LAKES, UNIT 15, BLOCK 244, LOT 1 --- 7205 NW 67TH STREET	12011C0205F	12011C0353H
LOMA	12-04-2080A	01/26/2012	VANGUARD VILLAGE IN THE MAINLANDS COMMUNITY TWO, BLOCK 266, LOT 1 -- 7617 NW 67TH AVENUE	12011C0205F	12011C0353H
LOMA	12-04-2405A	01/27/2012	LOT 25, BLOCK 2, COMROCK SUBDIVISION - 5467 NW 56TH COURT	12011C0204F	12011C0353H
LOMA	12-04-2639A	02/23/2012	BLOCK -/7, WESTPOINT SUBDIVISION - 6001 HIATUS ROAD	12011C0185F	12011C0335H
LOMA	12-04-2898A	02/22/2012	LOT 13, BLOCK 25/5, THE WOODLANDS SUBDIVISION - 5804 S BAYBERRY LANE	12011C0204F	12011C0353H
LOMA	12-04-3674A	03/26/2012	LOT 23, BLOCK 370, WESTWOOD COMMUNITY SEVEN SUBDIVISION - 7012 NW 106TH AVENUE	12011C0185F	12011C0335H
LOMA	12-04-3635A	04/04/2012	LOT 1, BLOCK 171 / TENTH, THE MAINLANDS OF TAMARAC LAKES SUBDIVISION - 6006 NW 68TH AVENUE	12011C0205F	12011C0353H

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LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	12-04-3971A	04/09/2012	LOT 4, BLOCK 38, HAMPTON HILLS SUBDIVISION - 5907 GLASGOW WAY	12011C0205F	12011C0335H
LOMA	12-04-4213A	04/24/2012	LOT 6, THE POINTE VILLAS SUBDIVISION - 7618 NW 99TH TERRACE	12011C0205F	12011C0335H
LOMR-F	12-04-3204A	05/01/2012	VERSAILLES GARDENS CONDOMINIUM, BUILDINGS 1-18 -- NORTH COLONY CIRCLE & SOUTH COLONY CIRCLE	12011C0205F	12011C0335H
LOMA	12-04-4793A	05/15/2012	CALICO COUNTRY TAMARAC (UNRECORDED) SUBDIVISION - 7630 NW 88TH WAY	12011C0205F	12011C0335H
LOMR-F	12-04-3532A	05/24/2012	BROOKWOOD GARDENS, PARCELS 1-2 (LAKE COLONY), UNITS 1-201 & CLUBHOUSE	12011C0205F	12011C0353H
LOMA	12-04-4997A	05/22/2012	LOT 15, BLOCK 39/6, THE WOODLANDS SUBDIVISION - 5112 BANYAN LANE	12011C0204F	12011C0353H
LOMA	12-04-5405A	06/11/2012	LOT 18, BLOCK 375, WESTWOOD COMMUNITY SEVEN SUBDIVISION - 7018 NW 101ST AVENUE	12011C0185F	12011C0335H
LOMA	12-04-5834A	07/03/2012	LOT 894, HEATHGATE SUBDIVISION - 7907 NW 74TH TERRACE	12011C0205F	12011C0335H
LOMA	13-04-1092A	11/08/2012	BANYAN LAKES SUBDIVISION - 6190-D PINE TREE LANE	12011C0205F	12011C0353H
LOMA	13-04-1094A	11/08/2012	BANYAN LAKES SUBDIVISION - 6190-B PINE TREE LANE	12011C0205F	12011C0353H
LOMA	13-04-1962A	01/24/2013	TAMARAC TRACT 24, TRACT A (CORAL VISTA) -- NW 96TH TERRACE	12011C0205F	12011C0335H
LOMA	13-04-2144A	01/29/2013	THE MAINLANDS OF TAMARAC LAKES UNIT TWELVE, BLOCK 200, LOT 14 -- 8603 NW 57 COURT	12011C0205F	12011C0335H
LOMA	13-04-3011A	02/15/2013	LOT 11, BLOCK 369, WESTWOOD COMMUNITY SEVEN SUBDIVISION - 7019 N.W. 106TH AVENUE	12011C0205F	12011C0335H
LOMA	13-04-4459A	04/15/2013	LOT 74, WOODMONT TRACT 57 SUBDIVISION - 7712 NW 86TH WAY	12011C0205F	12011C0335H
LOMA	13-04-4624A	04/19/2013	LOT 26, BLOCK 4, SPRINGLAKE II SUBDIVISION - 9845 NW 76TH STREET	12011C0205F	12011C0335H
LOMA	13-04-5787A	06/07/2013	BANYAN LAKES SUBDIVISION - 6088-C LIVE OAK COURT	12011C0205F	12011C0353H

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LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	13-04-7599A	08/14/2013	CYPRESS AT WOODMONT III SUBDIVISION - 7114 WOODMONT WAY	12011C0205F	12011C0335H
LOMA	13-04-7799A	09/30/2013	BANYAN LAKES, UNIT 7 -- 6181B PINE TREE LANE	12011C0205F	12011C0353H
LOMA	14-04-1262A	12/19/2013	THE WOODLANDS SECTION SIX, BLOCK 21, LOT 11 -- 5405 BANYAN LANE	12011C0204F	12011C0353H
LOMA	14-04-3081A	03/18/2014	WOODLAND LAKE ESTATES, PORTION BLOCK 2 -- 5940 NW 54TH LANE	12011C0205F	12011C0353H
LOMA	14-04-7528A	06/19/2014	LOT 6, WOODMONT TRACT 57 SUBDIVISION - 8631 NW 80TH STREET	12011C0205F	12011C0335H
LOMA	14-04-A195A	09/03/2014	LOT 19, BLOCK 358, WESTWOOD COMMUNITY SIX SUBDIVISION - 8101 N.W. 103RD AVENUE	12011C0335H	12011C0335H
LOMA	14-04-8519A	09/09/2014	WESTWOOD COMMUNITY FIVE, BLOCK 332, LOT 10 -- 8111 NW 92ND TERRACE	12011C0335H	12011C0335H
LOMA	14-04-8830A	09/11/2014	THE MAINLANDS OF TAMARAC LAKES UNIT FOURTEEEN, BLOCK 229, LOT 8 -- 7104 NW 70TH COURT	12011C0353H	12011C0353H
LOMA	14-04-A394A	09/16/2014	WOODMONT TRACT 51, LOT 10 -- 8259 CASSIA TERRACE	12011C0335H	12011C0335H
LOMA	14-04-A563A	09/15/2014	LOT 19, BLOCK 113 / 6-A, MAINLANDS OF TAMARAC LAKES SUBDIVISION - 5311 NW 49TH TERRACE	12011C0354H	12011C0354H
LOMA	14-04-A803A	10/07/2014	WOODMONT GARDENS, A PORTION OF TRACT A - 8626 SOUTH SOUTHGATE SHORES CIRCLE	12011C0335H	12011C0335H
LOMA	14-04-9976A	10/16/2014	COLONY WEST ESTATES, LOT 7 -- 6390 NW 89TH AVENUE	12011C0335H	12011C0335H
LOMA	14-04-A971A	10/16/2014	COLONY HOMES - CITY OF TAMARAC LOMA - WOODMONT TRACT 47, LOT 5 -- 8608 NW 82ND STREET	12011C0335H	12011C0335H
LOMA	14-04-AB72A	10/14/2014	WESTWOOD COMMUNITY NO. 7, BLOCK 373, LOT 35 - 10100 NW 70TH STREET	12011C0335H	12011C0335H
LOMA	14-04-A271A	10/16/2014	CITY OF TAMARAC LOMA (THR Properties)	12011C0335H 12011C0353H	12011C0335H 12011C0353H
LOMA	14-04-A392A	10/23/2014	CALICO COUNTRY, PARCEL 5, UNIT 77 -- 7685 NW 88TH WAY	12011C0335H	12011C0335H
LOMA	14-04-A553A	10/23/2014	WOODLANDS SECTION 6, BLOCK 21, LOT 12 - 5407 BANYAN LANE	12011C0353H	12011C0353H

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LOMA	15-04-0104A	10/21/2014	WOODMONT TRACT 47, LOT 64 -- 8603 NW 82ND STREET	12011C0335H	12011C0335H
LOMA	15-04-0106A	10/21/2014	HEATHGATE SECOND ADDITION, LOT 727 -- 7801 NW 66TH TERRACE	12011C0353H	12011C0353H
LOMA	15-04-0218A	10/23/2014	PLUM BAY, LOT 239 - 9941 RED HEART LANE	12011C0335H	12011C0335H
LOMR-F	14-04-A412A	10/28/2014	PHASE I, WOODMONT APARTMENT HOMES-67A, A CONDOMINIUM -- NW 86TH TERRACE	12011C0335H	12011C0335H
LOMA	15-04-0510A	11/13/2014	SHANGRI-LA AT WOODMONT, A PORTION OF PARCEL A - 8589 JADE DRIVE	12011C0335H	12011C0335H
LOMA	15-04-1432A	11/12/2014	LOT 17, BLOCK 112/6-A, THE MAINLANDS OF TAMARAC LAKES SUBDIVISION - 4915 N.W. 53RD STREET	12011C0354H	12011C0354H
LOMA	15-04-0185A	11/20/2014	SANDS POINT CONDOMINIUM III, BUILDINGS G1, H1 & J1 – 8360, 8370 & 8380 SANDS POINT BOULEVARD	12011C0335H	12011C0335H
LOMA	15-04-0779A	11/20/2014	SPRINGLAKE II, BLOCK 1, LOT 15 -- 9621 NW 76TH COURT	12011C0335H	12011C0335H
LOMA	15-04-1617A	11/17/2014	LOT 12, BLOCK 290, WESTWOOD COMMUNITY TWO SUBDIVISION - 6612 NW 96TH TERRACE	12011C0335H	12011C0335H
LOMA	14-04-9883A	11/25/2014	UNIT 6, VILLAS AT WOODMONT-73 -- 8198 ROYAL PALM COURT	12011C0335H	12011C0335H
LOMA	15-04-0266A	11/25/2014	GRANVILLE, BUILDINGS C-J, EXETER, BUILDINGS 6 & 12, & WELDON, BUILDING E	12011C0335H	12011C0335H
LOMA	15-04-0690A	11/25/2014	SANIBEL, BUILDING 12, UNITS 67-71 – 11001/11011/11021/11031/11041/11051 CONCH COURT	12011C0335H	12011C0335H
LOMA	15-04-1132A	11/25/2014	EXETER CONDOMINIUM, BUILDINGS 1, 5, 8, 9 & 14	12011C0335H	12011C0335H
LOMA	15-04-1449A	12/11/2014	HAMPTON HILLS, BLOCK 45, LOT 1 -- 5908 LONDON LANE	12011C0335H	12011C0335H
LOMA	15-04-1726A	12/11/2014	ROKEST CONDOMINIUM APARTMENTS -- 8380, 8390 & 8400 LAGOS DE CAMPO BOULEVARD	12011C0335H	12011C0335H
LOMA	15-04-0082A	12/16/2014	THE MAINLANDS OF TAMARAC LAKES SIXTH SECTION, BLOCK 121, LOT 4 -- 5006 NW 50TH COURT	12011C0354H	12011C0354H

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LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMR-F	15-04-0217A	12/18/2014	LAND SECTION 6-NORTH, PARCELS A-C -- TARPON BAY COURT AND SANIBEL DRIVE	12011C0335H	12011C0335H
LOMA	15-04-0783A	12/16/2014	WATERSIDE, BLOCK 4, PORTION OF LOT 6 -- 7921 NW 60TH STREET	12011C0335H	12011C0335H
LOMA	15-04-1343A	12/23/2014	WOODLAND GREENS, BLOCK 2, LOT 8 -- 5731 WEST COMMERCIAL BOULEVARD	12011C0353H	12011C0353H
LOMR-F	14-04-9755A	01/08/2015	SABAL PALM BY PRESTIGE	12011C0354H	12011C0354H
LOMA	15-04-3091A	02/12/2015	THE MAINLANDS OF TAMARAC LAKES UNIT FOURTEEN, BLOCK 220, LOT 7 -- 6706 NW 71ST STREET	12011C0353H	12011C0353H
LOMA	15-04-3465A	02/26/2015	WOODMONT GARDENS, TRACT A -- 8658 SOUTH SOUTHGATE SHORES CIRCLE	12011C0335H	12011C0335H
LOMA	15-04-3580A	03/03/2015	WESTWOOD COMMUNITY FIVE, BLOCK 336, LOT 31 -- 9208 NW 81ST COURT	12011C0335H	12011C0335H
LOMA	15-04-3145A	03/12/2015	WESTPOINT SECTION 7 PLAT, TRACT D -- 10001 WEST COMMERCIAL BOULEVARD	12011C0335H	12011C0335H
LOMA	15-04-3889A	03/12/2015	THE WOODLANDS SECTION 2, PHASE 1, BLOCK 18, LOT 42 -- 6210 WHITE OAK LANE	12011C0353H	12011C0353H
LOMA	15-04-4053A	03/27/2015	CONCORD VILLAGE CONDOMINIUM I -- 6451 NORTH UNIVERSITY DRIVE	12011C0335H	12011C0335H
LOMA	15-04-4172A	03/24/2015	HAMPTON HILLS (UNRECORDED), BLOCK 43, LOT 8 -- 5935 LONDON LANE	12011C0335H	12011C0335H
LOMA	15-04-4412A	04/08/2015	GLENEAGLES, PARCEL A -- 6501 NORTH UNIVERSITY DRIVE	12011C0335H	12011C0335H
LOMA	15-04-4903A	04/24/2015	THE MAINLANDS OF TAMARAC LAKES, SECTION 8, BLOCK 147, LOT 7 -- 5710 NW 66TH TERRACE	12011C0353H	12011C0353H
LOMA	15-04-5586A	05/15/2015	WESTWOOD COMMUNITY 7, BLOCK 375, LOT 30 -- 7130 NW 102ND AVENUE	12011C0335H	12011C0335H
LOMA	15-04-7749A	06/26/2015	Lot Parcel C, Sands Point Condominium Apartments Subdivision - 8311 Sands Point Boulevard	12011C0335H	12011C0335H
LOMA	15-04-7496A	07/17/2015	THE MAINLANDS OF TAMARAC LAKES UNIT SIXTEEN, BLOCK 252, LOT 2 -- 7103 NW 74TH PLACE	12011C0353H	12011C0353H

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LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	15-04-6360A	07/20/2015	VILLAS AT WOODMONT-73, UNIT 18 -- 8102 SILVER PALM COURT	12011C0335H	12011C0335H
LOMA	15-04-7653A	07/22/2015	WESTWOOD, COMMUNITY TWO, BLOCK 283, LOT 7 -- 9209 NW 68TH STREET	12011C0335H	12011C0335H
LOMA	15-04-9300A	08/17/2015	LOT 19, BLOCK 111 / 6-A, MAINLANDS OF TAMARAC LAKES SUBDIVISION - 4913 NW 54TH STREET	12011C0354H	12011C0354H
LOMA	15-04-9142A	09/14/2015	THE MAINLANDS OF TAMARAC LAKES, EIGHTH SECTION, BLOCK 148, LOT 11 - 5709 NW 65TH WAY	12011C0353H	12011C0353H
LOMA	15-04-8443A	09/22/2015	MAINLANDS OF TAMARAC LAKES SECTION 16, BLOCK 259, LOT 16 -- 7512 NW 68TH AVENUE	12011C0353H	12011C0353H
LOMA	15-04-A440A	09/25/2015	LOT C-D, TAMARAC FAIRWAYS SUBDIVISION - 8650 NW 61ST STREET	12011C0335H	12011C0335H
LOMA	16-04-1334A	12/23/2015	BANYAN LAKES -- 6086 LIVE OAK COURT	12011C0353H	12011C0353H
LOMA	16-04-0357A	12/30/2015	GREENVIEW APARTMENTS, TRACT A, BUILDINGS 1-17 -- 10000-10163 SOUTH NOB HILL ROAD	12011C0335H	12011C0335H
LOMA	16-04-1928A	01/19/2016	WOODMONT TRACT 60, LOT 60 -- 8317 NW 80TH PLACE	12011C0335H	12011C0335H
LOMA	16-04-1764A	02/03/2016	S & N PLAT NO. 2, PARCEL A -- 6501 NOB HILL ROAD	12011C0335H	12011C0335H
LOMA	16-04-4305A	05/11/2016	TAMARAC TOWN SQUARE, PARCEL A -- 8375 PINE ISLAND ROAD	12011C0335H	12011C0335H
LOMA	16-04-4641A	06/03/2016	SANDS POINT CONDOMINIUM V -- 8401, 8411 & 8421 LAGOS DE CAMPO BOULEVARD	12011C0335H	12011C0335H
LOMA	16-04-4069A	06/07/2016	PORTOBELLO, PARCEL A -- 8197 & 8199 NORTH UNIVERSITY DRIVE	12011C0335H	12011C0335H
LOMA	16-04-5003A	06/10/2016	THE WOODLANDS, SECTION TWO, PHASE ONE, BLOCK 16, LOT 1 -- 5508 WATER OAK PLACE	12011C0353H	12011C0353H
LOMA	16-04-5895A	07/15/2016	WOODMONT MULT LOTS -- 7017 GULF POINTE CIR, 7534 BLACK OLIVE AVE, 8311 NW 74TH ST, 8315 NW 80TH ST	12011C0335H	12011C0335H
LOMR-F	16-04-7067A	09/09/2016	EXETER CONDOMINIUM, BUILDINGS 2-4, 7, 10, 11, 13, 15, 16 -- EXETER BOULEVARD WEST	12011C0335H	12011C0335H

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LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	16-04-8362A	10/12/2016	RICHWAY AT TAMARAC, TRACT A -- 8399 NORTH UNIVERSITY DRIVE	12011C0335H	12011C0335H
LOMA	17-04-1045A	01/05/2017	KINGS POINT REPLAT, PARCEL E--7870, 7872, 7874, 7876, 7837, 7839, 7845 & 7847 EXETER BOULEVARD EAST	12011C0335H	12011C0335H
LOMA	17-04-3129A	03/13/2017	WOODMONT TRACT 57, LOT 5 -- 8641 NW 80TH STREET	12011C0335H	12011C0335H
LOMA	17-04-2811A	04/24/2017	EXETER CONDOMINIUM B, BUILDING B25 (KINGS POINT REPLAT) -- 7837-7847 (ODD) EXETER BOULEVARD EAST	12011C0335H	12011C0335H
LOMA	17-04-4220A	05/10/2017	LIME BAY CONDOMINIUM 6, BUILDING 9 -- 9150 LIME BAY BOULEVARD	12011C0335H	12011C0335H
LOMA	17-04-7355A	10/06/2017	(VERIFIED) WOODLAND LAKES, PARCEL L -- 6700 NORTH PINE ISLAND ROAD	12011C0335H	12011C0335H
LOMA	17-04-7492A	10/06/2017	(VERIFIED) WOODLAND LAKES, PARCEL L, BUILDINGS 5, 6, 7, & 8	12011C0335H	12011C0335H
LOMA	17-04-7493A	10/06/2017	(VERIFIED) WOODLAND LAKES, PARCEL L, BUILDINGS 1, 2, 3, & 4 -- NORTH PINE ISLAND ROAD	12011C0335H	12011C0335H
LOMA	18-04-0234A	10/18/2017	Lot 19, Woodmont Tract 57 Subdivision - 8532 NW 80th Street	12011C0335H	12011C0335H
LOMA	17-04-7956A	12/01/2017	JASMINE AT WOODMONT, BUILDING 6, UNIT 6 -- 7144 WOODMONT AVENUE	12011C0335H	12011C0335H
LOMA	18-04-1824A	01/19/2018	SHANGRI LA AT WOODMONT, PARCEL A -- 8596 LYCHEE DRIVE	12011C0335H	12011C0335H
LOMA	18-04-2948A	03/14/2018	CALICO COUNTRY, UNIT 84 -- 7670 NW 88TH LANE	12011C0335H	12011C0335H
LOMA	18-04-3856A	04/27/2018	VILLAS AT WOODMONT 73, CONDOMINIUM UNIT 26 -- 8101 PRINCESS PALM CIRCLE	12011C0335H	12011C0335H
LOMA	18-04-3677A	05/24/2018	Lot 10, Block 113 / 6-A, Mainlands of Tamarac Lakes Subdivision - 5412 NW 49th Way	12011C0354H	12011C0354H
LOMA	18-04-4563A	06/04/2018	WOODMONT TRACTS 72-A & 72-C, PARCEL 72-A -- 8289-8297 NW 70TH STREET (ODD)	12011C0335H	12011C0335H
LOMR-F	18-04-5844A	08/07/2018	WOODMONT, POD F, LOTS 1-14 -- 7800-7930 NW 79TH TERRACE	12011C0335H	12011C0335H

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LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMR-F	19-04-0694A	01/07/2019	WOODMONT POD C, LOTS 1-19 -- NW 84TH LANE	12011C0335H	12011C0335H
LOMA	19-04-1898A	01/11/2019	VILLAS AT WOODLAND GREENS SUBDIVISION - 5706 SWORDFISH CIRCLE, UNIT D	12011C0353H	12011C0353H
LOMA	19-04-1899A	01/11/2019	LOT 4, BLOCK 285, WESTWOOD COMMUNITY TWO SUBDIVISION - 9206 NW 67TH STREET	12011C0335H	12011C0335H
LOMA	19-04-2574A	03/07/2019	THE WOODLANDS, SECTION SIX, BLOCK 39, LOT 6 -- 6007 LINDEN CIRCLE	12011C0353H	12011C0353H
LOMA	19-04-6362A	10/17/2019	PARKWAY GARDENS CONDOMINIUM NO. 7, UNIT 1-K -- 8408 NW 59TH STREET	12011C0335H	12011C0335H
LOMA	20-04-1085A	12/13/2019	LOT 5, BLOCK 111 / 6A, THE MAINLANDS OF TAMARAC LAKES SUBDIVISION - 4934 NW 54TH COURT	12011C0354H	12011C0354H
LOMA	20-04-1179X	12/17/2019	SANDPEBBLES TOWNHOUSE CONDOMINIUM -- 8001-8027, 8031-8053, 8101-8123 & 8125-8151 LAGOS DE CAMPO BLVD	12011C0335H	12011C0335H
LOMA	20-04-2100A	03/11/2020	WOODMONT TRACT 50, LOT 29 -- 7924 NW 83RD STREET	12011C0335H	12011C0335H
LOMA	21-04-2785A	03/19/2021	LOT 3, BLOCK 292, WESTWOOD COMMUNITY TWO SUBDIVISION - 6607 WESTWOOD BOULEVARD WEST	12011C0335H	12011C0335H
LOMA	21-04-6053A	09/28/2021	LOT 10, BLOCK 117 / 6TH, MAINLANDS OF TAMARAC LAKES SUBDIVISION - 4908 NW 52ND COURT	12011C0354H	12011C0354H
LOMA	22-04-2411A	02/18/2022	CYPRESS CLUB AT WOODMONT CONDOMINIUM SUBDIVISION - 8171 NORTH UNIVERSITY DRIVE	12011C0335H	12011C0335H
LOMA	23-04-1323A	12/29/2022	LOT 3, BLOCK 362, WESTWOOD COMMUNITY SIX SUBDIVISION - 10305 NW 83RD STREET	12011C0335H	12011C0335H
LOMA	23-04-1425A	02/09/2023	WESTWOOD COMMUNITY THREE, BLOCK 299, LOT 24 -- 7312 NW 94TH AVENUE	12011C0335H	12011C0335H
LOMA	23-04-3367A	04/19/2023	7856 DIXIE BEACH CIRCLE	12011C0335H	12011C0335H
LOMA	23-04-4528A	06/20/2023	WESTWOOD COMMUNITY 4A, BLOCK 319, LOT 79 -- 7002 NW 89TH AVENUE	12011C0335H	12011C0335H
LOMA	23-04-5385A	08/14/2023	COLONY WEST SHOPPING PLAZA, PARCEL A -- 8601 & 8701 WEST MCNAB ROAD	12011C0335H	12011C0335H
LOMA	24-04-0675A	12/05/2023	THE MAINLANDS OF TAMARAC LAKES UNIT 16, BLOCK 256, LOT 1 -- 7518 NW 66TH TERRACE	12011C0353H	12011C0353H

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3. LOMCs Superseded

The modifications effected by the LOMCs listed below have not been reflected on the Final revised FIRM panels because they are being superseded by new or revised flood hazard information or the information available was not sufficient to make a determination. The reason each is being superseded is noted below. These LOMCs will no longer be in effect when the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Reason Determination Will be Superseded
LOMR-F	94-04-964A	10/21/1994	LAND SECTION 6, NORTH	6
LOMA	05-04-3003A	05/26/2005	SANDPEBBLES TOWNHOUSE CONDOMINIUM -- 8001-8023, 8031-8053, 8101-8123 & 8125-8151 LAGOS DE CAMPO BLVD	4
LOMR-F	12-04-7864A	10/18/2012	UNIVERSITY CLUB APARTMENTS, PARCEL A -- 8171, 8179 & 8181 NORTH UNIVERSITY DRIVE	6
LOMA	14-04-5073A	04/04/2014	LOT 5, BLOCK 33 / 7, WOODLANDS SECTION SEVEN SUBDIVISION - 5704 S TRAVELERS PALM LANE	4
LOMA	20-04-0507A	12/04/2019	SANDPEBBLES TOWNHOUSE CONDOMINIUM -- 8001-8023, 8031-8053, 8101-8123 & 8125-8151 LAGOS DE CAMPO BLVD	6
LOMA	20-04-2257A	02/20/2020	8701 WEST MCNAB ROAD	6
LOMR	19-04-3955P	03/01/2021	FORT LAUDERDALE EXECUTIVE AIRPORT	1

1. Insufficient information available to make a determination.
2. Lowest Adjacent Grade and Lowest Finished Floor are below the proposed Base Flood Elevation.
3. Lowest Ground Elevation is below the proposed Base Flood Elevation.
4. Revised hydrologic and hydraulic analyses.
5. Revised topographic information.
6. Superseded by another LOMC.

FINAL SUMMARY OF MAP ACTIONS

Community: TAMARAC, CITY OF Community No: 120058

4. LOMCs To Be Redetermined

The LOMCs in Category 2 above will be revalidated through a single revalidation letter that reaffirms the validity of the determination in the previously issued LOMC. For LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures is no longer valid, the LOMC cannot be revalidated through this administrative process. Therefore, we will review the data previously submitted for the LOMC requests listed below and if appropriate issue a new determination for the affected properties after the effective date of the revised FIRM.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472

TO2558
06/04/24

FEMA

RECEIVED
2024 APR 29 PM 1:28
CITY OF TAMARAC
BUILDING DEPT

April 22, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Michelle J. Gomez
Mayor, City of Tamarac
Attention: Levent Sucuoglu, City Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

Dear Mayor Gomez:

I commend you for the efforts that have been put forth in implementing the floodplain management measures for the City of Tamarac, Florida, to participate in the National Flood Insurance Program (NFIP). As you implement these measures, I want to emphasize the following:

- a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for your community;
- the FIS and FIRM will become effective on July 31, 2024; and
- by the FIS and FIRM effective date, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office is required to approve the legally enforceable floodplain management measures your community adopts in accordance with Title 44 Code of Federal Regulations (CFR) Section 60.3(c).

As noted in FEMA's letter dated January 31, 2024, no significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for Broward County. Therefore, the City of Tamarac should use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures. Final printed copies of the FIRM for the City of Tamarac will be sent to you within the next few months.

If you encounter difficulties in enacting the measures, I recommend you contact the Florida Division of Emergency Management. You may contact Jillian Kraynak, Acting State NFIP Coordinator and State Floodplain Manager, by telephone at (850) 815-4560, in writing at the Office of Floodplain Management, Bureau of Mitigation, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, or by electronic mail at jillian.kraynak@em.myflorida.com.

The FEMA Regional staff in Atlanta, Georgia, is also available to provide technical assistance and guidance in the development of floodplain management measures. The adoption of compliant floodplain management measures will provide protection for the City of Tamarac and will ensure its participation in the NFIP. The Regional Office may be contacted by telephone at (770) 220-5200, then pressing 1 for Mitigation, or in writing. Please send your written inquiries to the Director, Mitigation Division, FEMA Region 4, at 3005 Chamblee Tucker Road, Atlanta, Georgia 30341.

The NFIP State Coordinating Office for your State has verified that Florida communities may include language in their floodplain management measures that automatically adopt the most recently available flood elevation data provided by FEMA. Your community's floodplain management measures may already be sufficient if the measures include suitable automatic adoption language and are otherwise in accordance with the minimum requirements of the NFIP. The NFIP State Coordinator can assist you further in clarifying questions you may have about automatic adoption.

You may have already contacted the NFIP State Coordinator and/or the FEMA Regional Office, and may be in the final adoption process or recently adopted the appropriate measures. However, in the event your community has not adopted the appropriate measures, this letter is FEMA's official notification that you only have until July 31, 2024, to adopt and/or submit a floodplain management ordinance that meets or exceeds the minimum NFIP requirements, and request approval from the FEMA Regional Office by the effective date. Your community's adopted measures will be reviewed upon receipt and the FEMA Regional Office will notify you when the measures are approved.

I appreciate your cooperation to ensure that your community's floodplain management measures are approved by the FEMA Regional Office by July 31, 2024. Your compliance with these mandatory program requirements will enable your community to avoid suspension from the NFIP.

Additional information on community suspensions as proposed, other notices of current NFIP community status information, and details regarding updated publication requirements of community eligibility status information under the NFIP can be found on the Community Status Book section of our website at www.fema.gov/flood-insurance/work-with-nfip/community-status-book. Notices for scheduled suspension will be available on the National Flood Insurance Community Status and Public Notification section of our website at www.fema.gov/flood-insurance/work-with-nfip/community-status-book/public-notification. Individuals without internet access will be able to contact their local floodplain management official and/or NFIP State Coordinating Office directly for assistance.

Sincerely,

Rachel Sears, Director
Floodplain Management Division
Mitigation Directorate | FEMA

cc: Robert Samaan, Regional Administrator, FEMA Region 4
Jillian Kraynak, Acting State NFIP Coordinator and State Floodplain Manager, Florida Division of Emergency Management
George Folles, Chief Building Official, City of Tamarac

City of Tamarac
Interoffice Memorandum
Building Department

To: **Levent Sucuoglu, City Manager**

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

From: **Otoniel (Tony) Palacios, Chief Building Official / Director**

Date: **June 4, 2024**

Re: **Chapter 8 Flood Ordinance Temp. Ord. #2558**

Recommendation:
The Building Department Director recommends that the Mayor and City Commission approve amending Chapter 8 "Flood Prevention and Protection" of the Code of Ordinances of the City of Tamarac, amending Sections 8-9,and 8-47, to update the date of the flood insurance study and flood insurance rate maps as well as revise the definition of "Market Value", at its June 10, 2024, meeting on first reading and at its June 26, 2024 on second reading.

Issue:
Based on the January 31, 2024, communication from the Federal Emergency Management Agency (FEMA), The City of Tamarac is required to amend Chapter 8, "Flood Prevention and Protection", Sections 8-9 and 8-47, to update the date of the flood insurance study and flood insurance rate maps as well as revising the term of "Market Value" to satisfy the requirements of the National Flood Insurance Program (NFIP).

Background:
The City of Tamarac participates in the National Flood Insurance Program (NFIP). Due to the City's efforts, our property owners receive discounts on flood insurance. Currently we are a Class 6, our property owners receive a twenty percent (20%) discount on mandatory flood insurance.

Approximately fifty-two percent (52%) of our Tamarac properties are in a flood zone. Because we participate in the NFIP we are also eligible for additional grants from FEMA. As a participant in the NFIP, we are required to follow all new policies enacted by FEMA for floodplain management.

The NFIP Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) were completed and will become effective July 31, 2024. The amendment to flood ordinance is to update the effective date to July 31, 2024, and to update the definition of Market value in Sec. 8-47.

- Exhibit A – FEMA Letter dated January 31, 2024 – notifying the city of the final flood hazard determination for Broward County, Florida and Incorporated Areas
- Exhibit B – FEMA Letter dated April 22, 2024 – notifying the city that the Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed and the effective date is July 31, 2024. No significant changes have been made to the flood hazard data for Broward County.

Fiscal Impact

The cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to the residents.

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2024 -

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 8, ENTITLED FLOOD PREVENTION AND PROTECTION, ARTICLE, I, ENTITLED ADMINISTRATION, DIVISION 2, ENTITLED APPLICABILITY, SPECIFICALLY SECTION 8-9 ENTITLED BASIS FOR ESTABLISHING FLOOD HAZARD AREAS AND AMENDING ARTICLE II, ENTITLED DEFINITIONS, DIVISION 2 ENTITLED DEFINITIONS, AT SECTION 8-47, ENTITLED DEFINITIONS AS USED IN THIS CHAPTER, SPECIFICALLY THE TERM MARKET VALUE, OF THE CITY OF TAMARAC CODE OF ORDINANCES, TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section (1)(f) of the Florida Constitution and Section 125.01, Florida Statutes, grants local municipalities broad home rule authority to adopt ordinances to provide for health, safety, and welfare of the general public; and

WHEREAS, the City of Tamarac has adopted a local Code of Ordinances, which serves as the regulatory document outlining the establishment of regulations within the municipality; and

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Tamarac participates in the National Flood Insurance Program and the Mayor and City Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for

such participation; and

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Broward County, Florida and Incorporated Areas, with an effective date of July 31, 2024; and

WHEREAS, the Mayor and Commission of the City of Tamarac has determined that it is in the public interest to amend Chapter 8, Entitled, Flood Prevention and Protection to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps.

NOW, THEREFORE, be it ORDAINED by the City Commission of the City of TAMARAC, Florida, that the following amendment is hereby adopted:

SECTION 1. The City Commission hereby amends Chapter 8, entitled, "Flood Prevention and Protection", Article I entitled Administration, Division 2, entitled Applicability, Specifically at Section 8-9 entitled "Basis for establishing flood hazard areas" as written so that the Code shall read as follows:

Chapter 8- FLOOD PREVENTION AND PROTECTION

ARTICLE 1. ADMINISTRATION

****

DIVISION 2. APPLICABILITY

Sec. 8-7. General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

Sec. 8-8. Areas to which this chapter applies.

This chapter shall apply to all flood hazard areas within the City of Tamarac, as established in section 8-9 of this chapter.

Sec. 8-9. Basis for establishing flood hazard areas.

The Flood Insurance Study for Broward County, Florida and Incorporated Areas, dated July 31, 2024, ~~August 18, 2014,~~ and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the office of the Chief Building Official/Building Department, located at 6011 Nob Hill Road, First Floor, Tamarac, Florida, 33321.

SECTION 2. The City Commission hereby amends Chapter 8, entitled, “Flood Prevention and Protection ”, Article II entitled Definitions, Division 2, entitled Definitions at Section 8-47 entitled “Definitions as used in this chapter” specifically the term “Market Value” as written so that the Code shall read as follows:

ARTICLE II. DEFINITIONS

****

DIVISION 2. DEFINITIONS

Sec. 8-47. Definitions as used in this chapter:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory structure. A structure on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the floodplain administrator's interpretation of any provision of this chapter or a request for a variance.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

(a) Area with a floodplain subject to a one (1) percent or greater chance of flooding in any year; or

(b) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 1612.2.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or

permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before January 24, 1975, [Also defined in FBC, B, Section 1612.2.]

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or *flooding.* A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

(a) The overflow of inland or tidal waters.

(b) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

(a) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.

(b) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the floodplain manager).

Floodplain development permit or *approval.* An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 1612.2.]

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code (FBC). The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 11 Historic Buildings.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(a) *Letter of map amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(b) *Letter of map revision (LOMR):* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(c) *Letter of map revision based on fill (LOMR-F)*: A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(d) *Conditional letter of map revision (CLOMR):* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at eight thousand five hundred (8,500) pounds gross vehicular weight rating or less which has a vehicular curb weight of six thousand (6,000) pounds or less and which has a basic vehicle frontal area of forty-five (45) square feet or less, which is:

(a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

(b) Designed primarily for transportation of persons and has a capacity of more than twelve (12) persons; or

(c) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or *subdivision.* A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this chapter, the term refers to the market~~ The value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser~~, is the ~~A~~actual Cash Value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction), determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the County Property Appraiser.

New construction. For the purposes of administration of this chapter and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after January 24, 1975, and includes any subsequent improvements to such structures.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in 320.01, F.S.]

Recreational vehicle. A vehicle, including a park trailer, which is: [Defined in F.S. § 320.01.)

(a) Built on a single chassis;

(b) Four hundred (400) square feet or less when measured at the largest horizontal projection;

(c) Designed to be self-propelled or permanently towable by a light-duty truck; and

(d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B section 1612.2.]

Start of construction. The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within one hundred eighty (180) days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds fifty (50) percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 1612.2.]

(a) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(b) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this chapter, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this chapter or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

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SECTION 3. Applicability. For the purpose of jurisdictional applicability, this ordinance shall apply in the City of Tamarac. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 4. Codification. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, relettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

SECTION 5. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 6. Severability. Should any section, provision, paragraph, sentence, clause of word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 7. Effective Date. This Ordinance shall become effective upon adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED, FIRST READING this day of , 2024.

PASSED, SECOND READING this day of , 2024.

_____
MICHELLE J. GOMEZ, MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

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

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR GOMEZ	_____
DIST 1: COMM. BOLTON	_____
DIST 2: V/M WRIGHT	_____
DIST 3: COMM. VILLALOBOS	_____
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 _____ 2024_.

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: June 10, 2024

SUBMITTED BY: Collette Tibby

ITEM TYPE: Board Order

AGENDA SECTION: **QUASI-JUDICIAL HEARING(S)**

TITLE: TBO89 - Board Order approving/denying Special Exception application to allow for a Sanitation Company and Waste Hauler use in an I-2 (Industrial) zoning district pursuant to Section 10-3.2, Table of Allowed Uses, Code of Ordinances, at 2890 NW 55 Court, Tamarac, Florida 33309.

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed Special Exception to allow for a Sanitation Company and Waste Haulers use in an I-2 (Industrial) zoning district pursuant to Section 10-3.2, Table of Allowed Uses, Land Development Code, that allows for additional uses permitted in Broward County's M-3 Intense Manufacturing and Industrial District as a Special Exception and a waiver of Section 39-313(q), Code of Broward County, requiring plots occupied by sanitation Company storing dumpsters or other waste containers and sanitation vehicles to not be located closer than five hundred (500) feet from any residentially-zoned district at its June 10, 2024 meeting with conditions of approval (see attached approved Final Board Order Granting Development Permit – Temp Board Order No. 89).

BACKGROUND: The subject property is located south of the Fort Lauderdale Executive Airport in an industrial warehouse district on NW 55 Court in the Prospect Bend area. The Prospect Bend area was annexed into the City on September 7, 2010, via Resolution No. R-2010-121.

Upon annexation, the subject property was being used as a storage use. The storage use was replaced in 2012 with a pavement contractor, Wilby & Company, who remained on the subject property till 2014.

A Business Tax Receipt Commercial Application, dated January 12, 2024, was submitted by applicant, James Banner, for a dumpster rental business named All County

Waste, Inc., on the subject property. All County Waste is an existing dumpster rental service located at 1285 S Dixie Highway W in Pompano Beach.

An additional Business Tax Receipt Commercial Application, dated January 30, 2024, was submitted by applicant, Przemyslaw Kostemcki, for a storage yard business named, Allied Services of Florida, Inc, for dumpster containers and three (3) “Mack” (semi-trailer) trucks on the subject property. Allied Services of Florida, Inc., is an existing debris removal and dumpster service located at 2801 NW 55 Court, Bay 1, in Tamarac, across NW 55 Court from the subject property. State of Florida, Division of Corporations, identifies Allied Services of Florida, Inc., as an active corporation with a principal address of 2801 NW 55 Court, Bay 1.

On April 20, 2019, Allied Roofing & Sheet Metal received a Business Tax Receipt from the City for an administrative office at 2801 NW 55 Court, 1, the same address as Allied Services of Florida, Inc. The Business Tax Receipt for Allied Roofing & Sheet Metal was renewed from 2019 to 2023.

Allied Services of Florida, Inc., does not have a current business tax receipt for 2801 NW 55 Court, Bay 1.

On March 20, 2024, City’s Special Magistrate required the property owner, Banner Yard NW 55th Court, LLC, to obtain a Business Tax Receipt for the proposed Sanitation Company and Waste Haulers use on the subject property. A penalty hearing is scheduled for July 17, 2024, if not complied.

ISSUE:

Anne-Christine Carrie, designated agent for the property owner, Banner Yard NW 55th Court LLC, is requesting the approval of a Special Exception to allow for a proposed Sanitation Company and Waste Haulers use in an I-2 (Industrial) zoning district, pursuant to the Table of Allowed Uses, Section 10-3.2, Code of Ordinances, and a waiver of Section 39-313(q), Code of Broward County, to allow plots occupied by a sanitation Company storing dumpsters or other waste containers and sanitation vehicles to not be located closer than one hundred sixty-five (165) feet from any residentially-zoned district (see attached Letter of Intent).

ATTACHMENTS:

1 - Banner Yard SE Memo 2-Z-24.docx
2 - Final Board Order for Development Permit - SE Temp Board Order 89.docx
3 - Letter of Intent.pdf
4 - Location Map.pdf
5 - Boundary Survey.PDF
6 - Radial Survey.pdf

CITY OF TAMARAC

INTEROFFICE MEMORANDUM 24-05-007M

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Levent Sucuoglu,
City Manager

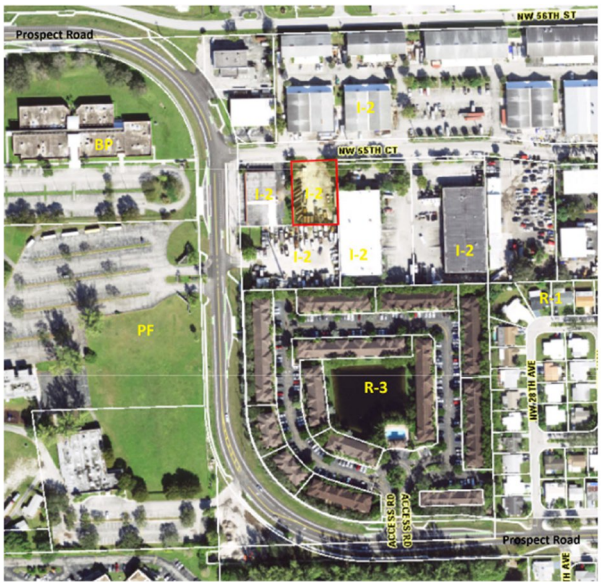
FROM: Maxine A. Calloway,
Director of Community Development

DATE: May 29, 2024

RE: Banner Yard – Special Exception – **Quasi-Judicial**
TEMP BOARD ORDER NO. 89; CASE#: 2-Z-24; MF#: 01-22

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed Special Exception to allow for a Sanitation Company and Waste Haulers use in an I-2 (Industrial) zoning district pursuant to Section 10-3.2, Table of Allowed Uses, Land Development Code, that allows for additional uses permitted in Broward County's M-3 Intense Manufacturing and Industrial District as a Special Exception and a waiver of Section 39-313(q), Code of Broward County, requiring plots occupied by sanitation Company storing dumpsters or other waste containers and sanitation vehicles to not be located closer than five hundred (500) feet from any residentially-zoned district at its June 10, 2024 meeting with conditions of approval (see attached approved Final Board Order Granting Development Permit – Temp Board Order No. 89).

ISSUE: Anne-Christine Carrie, designated agent for the property owner, Banner Yard NW 55th Court LLC, is requesting the approval of a Special Exception to allow for a proposed Sanitation Company and Waste Haulers use in an I-2 (Industrial) zoning district, pursuant to the Table of Allowed Uses, Section 10-3.2, Code of Ordinances, and a waiver of Section 39-313(q), Code of Broward County, to allow plots occupied by a sanitation Company storing dumpsters or other waste containers and sanitation vehicles to not be located closer than one hundred sixty-five (165) feet from any residentially-zoned district (see attached Letter of Intent).



Aerial Photograph

LOCATION: The subject property is located east of Prospect Road at 2890 NW 55 Court in Commission District 1 [Commissioner Marlon Bolton] (see Aerial Photograph above and attached Location Map).

The property is approximately 0.42 acres (18,191 square feet) in size, has a City of Tamarac Future Land Use designation of "Industrial," and a zoning classification of I-2 (Industrial).

Surrounding Land Use and Zoning:

North: Industrial warehouses zoned I-2 (Industrial).

South: Property owned by Jarvi Corp & Associates containing a telecommunication tower and used for storage zoned I-2 (Industrial).

East: E&T Plastics plastic fabrication Company zoned I-2 (Industrial).

West: Cylinder Head Exchange auto machine shop zoned I-2 (Industrial).

BACKGROUND: The subject property is located south of the Fort Lauderdale Executive Airport in an industrial warehouse district on NW 55 Court in the Prospect Bend area. The Prospect Bend area was annexed into the City on September 7, 2010, via Resolution No. R-2010-121.

Upon annexation, the subject property was being used as a storage use. The storage use was replaced in 2012 with a pavement contractor, Wilby & Company, who remained on the subject property till 2014.

A Business Tax Receipt Commercial Application, dated January 12, 2024, was submitted by applicant, James Banner, for a dumpster rental business named All County Waste, Inc., on the subject property. All County Waste is an existing dumpster rental service located at 1285 S Dixie Highway W in Pompano Beach.

An additional Business Tax Receipt Commercial Application, dated January 30, 2024, was submitted by applicant, Przemyslaw Kostemcki, for a storage yard business named, Allied Services of Florida, Inc, for dumpster containers and three (3) "Mack" (semi-trailer) trucks on the subject property. Allied Services of Florida, Inc., is an existing debris removal and dumpster service located at 2801 NW 55 Court, Bay 1, in Tamarac, across NW 55 Court from the subject property. State of Florida, Division of Corporations, identifies Allied Services of Florida, Inc., as an active corporation with a principal address of 2801 NW 55 Court, Bay 1.

On April 20, 2019, Allied Roofing & Sheet Metal received a Business Tax Receipt from the City for an administrative office at 2801 NW 55 Court, 1, the same address as Allied Services of Florida, Inc. The Business Tax Receipt for Allied Roofing & Sheet Metal was renewed from 2019 to 2023.

Allied Services of Florida, Inc., does not have a current business tax receipt for 2801 NW 55 Court, Bay 1.

On March 20, 2024, City's Special Magistrate required the property owner, Banner Yard NW 55th

Court, LLC, to obtain a Business Tax Receipt for the proposed Sanitation Company and Waste Haulers use on the subject property. A penalty hearing is scheduled for July 17, 2024, if not complied.

ANALYSIS: The Waste and Salvage Use Category in the Table of Allowed Uses in Section 10-3.2 of the City's Land Development Code allows for additional uses permitted in Broward County's M-3 Intense Manufacturing and Industrial District subject to Special Exception approval by the City Commission. Pursuant to Section 39-908, Permitted uses, Code of Broward County, sanitation company and waste haulers uses are permitted in Broward County's M-3 Intense Manufacturing and Industrial District. Pursuant to Section 39-313, Limitation of uses, Code of Broward County, plots occupied by a sanitation company storing dumpsters or other waste containers and sanitation vehicles shall not be located closer than five hundred (500) feet from any residentially-zoned district. Additionally, all dumpsters, waste containers, and sanitation vehicles shall be emptied prior to storage on the plot.

The applicant seeks Special Exception approval of a sanitation company and waste haulers use in an I-2 (Industrial) zoning district and a waiver requiring plots occupied by sanitation company storing dumpsters or other waste containers and sanitation vehicles to not be located closer than five hundred (500) feet from any residentially-zoned district. All uses (Auto Towing, Auto wrecking and salvage yard, and Recycling facilities) allowed in the Waste and Salvage Use Category are permitted as a Special Exception in the I-2 (Industrial) Zoning District subject to approval by the City Commission.

The subject property is not improved, does not contain any CBS building structures, and is enclosed by a chainlink fence (see attached Boundary Survey). The property abuts industrial zoned properties on all sides and is located 165.38 feet from a multi-family residential development to the south across an industrial lot that separates the subject property from the multi-family residential development (see attached Radial Survey).

The purpose of the Special Exception is to provide for individualized review of certain uses that due to their nature, relationship to the Comprehensive Plan, and potential adverse impacts on surrounding areas require special consideration of their location, design, and methods of operation, as well as the imposition of conditions to mitigate concerns before they can be deemed appropriate in a zoning district and compatible with their surroundings. Furthermore, the use must be consistent with Section 10-5.4(G)(4) of the Land Development Code and conform to all City ordinances and other applicable regulations for the uses in the district in which the Special Exception is located. Such applications shall demonstrate compliance with the following standards:

Review Standards for Special Exception

(a) The proposed development will be consistent with the Comprehensive Plan;

The Sanitation Company and Waste Haulers use is consistent with Policy 1.2a of the Future Land Use Element of the City's Comprehensive Plan as light and heavy industrial uses are permitted in the "Industrial" Future Land Use Designation. The proposed development is also consistent with Policy 10.8 of the Future Land Use Element which states, "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."

(b) The proposed development will comply with applicable zoning district, use, and development standards of this Code;

The applicant has petitioned to operate a Sanitation Company and Waste Haulers use in an I-2 (Industrial) zoning district. The Waste and Salvage Use Category in the Table of Allowed Uses in Section 10-3.2 of the City's Land Development Code allows for additional uses permitted in Broward County's M-3 Intense Manufacturing and Industrial District subject to Special Exception approval by the City Commission. Pursuant to Section 39-908, Permitted uses, Code of Broward County, Sanitation Company and Waste Haulers Uses are permitted in Broward County's M-3 Intense Manufacturing and Industrial District. All uses (Auto Towing, Auto wrecking and salvage yard, and Recycling facilities) allowed in the Waste and Salvage Use Category are permitted as a Special Exception in the I-2 (Industrial) Zoning District subject to approval by the City Commission.

As a condition of approval, the applicant will be required to submit an application for Site Plan Approval to establish and improve the subject property for the Sanitation Company and Waste Haulers use prior to approval of any Business Tax Receipt Commercial Application. The application for Site Plan Approval will ensure compliance with the applicable zoning district and development standards as outlined in the City's Code.

(c) The proposed development will be compatible with the existing natural environment and community character of the properties within the immediate neighborhood;

The applicant has petitioned to operate a Sanitation Company and Waste Haulers use within an existing Industrial area located immediately south of the Fort Lauderdale Executive Airport. The proposed Sanitation Company and Waste Haulers use is compatible with the existing natural environment and surrounding character of the properties within the immediate neighborhood on NW 55 Court.

(d) The proposed development will be desirable for public convenience, and not injurious or otherwise detrimental to the public health, safety, comfort, and welfare;

Per the City's Code, the I-2 (Industrial) zoning district is intended to provide for heavy industrial development that has some, any, or all of the following: (a) potentially noxious impacts, or (b) heavy truck traffic for supplies, storage, or shipping, or (c) outdoor storage and operations. Examples include heavy manufacturing, storage, major freight terminals, waste and salvage, distribution centers, processing, and other related uses. Upon annexation in 2013, the subject property was utilized as a waste hauler by All County Waste, Inc. As such, the use is desirable for public convenience, and not injurious or detrimental to the public health, safety, comfort, and welfare.

(e) The proposed development will minimize adverse effects, including noise, light, dust, or other potential nuisances, on adjacent properties to the greatest extent practicable;

The applicant has petitioned to operate a Sanitation Company and Waste Haulers use within an existing Industrial area. As a condition of approval, all dumpsters, waste containers, and

sanitation vehicles will be required to be emptied prior to storage on the plot. The condition of approval will minimize adverse effects, including noise, light, dust, or other potential nuisances, on adjacent properties to the greatest extent practicable from the proposed development.

(f) The proposed development will include adequate provisions for safe and convenient vehicular and pedestrian traffic movement to, from, and through the site that minimizes traffic congestion in the public streets;

There are adequate provisions or safe and convenient vehicular and pedestrian traffic movement to, from, and through the site that minimizes traffic congestion in the public streets. Off-street parking is required for the proposed Sanitation Company and Waste Haulers use in accordance with Section 10-4.3, Land Development Code. The location and amount of required off-street parking shall be determined through the Site Plan Approval process.

(g) The site area is sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use;

The subject property is approximately 0.42 acres in size to accommodate the Sanitation Company and Waste Haulers use. As such, the subject property is also sufficient for any reasonably anticipated expansion of the use.

(h) The Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remains active;

The approval of the Special Exception shall no longer be valid should a certificate of occupancy or business license become inactive.

(i) The Special Exception is transferable administratively pursuant to compliance with City Codes, submitting documentation and payment of fees only after the previous condition has been met.

In the case the business is sold, an approved special exception can only be transferable pursuant to compliance with city codes and submitting documentation as well as all payment of fees only after the conditions of approval of the Special Exception have been met.

(j) Any pre-existing code violations shall be satisfied before a certificate of occupancy is issued for the proposed use.

The pre-existing code violation will be satisfied with the approval of the Special Exception pending Site Plan Approval, issuance of Business Tax Receipt, and issuance of Certificate of Occupancy for use.

It is the opinion of the Director of Community Development that the standards for the Special Exception approval, as outlined in Section 10-5.4(G)(4), Land Development Code, have been satisfied.

CONCLUSION: Approval of this item supports the City's 2040 Strategic Plan Goal #3 "Tamarac is Economically Resilient" by being "business-friendly." The applicant proposes a sanitation company and waste haulers use in the City's most intense Industrial zoning district in an existing

industrial area immediately south of the Fort Lauderdale Executive Airport. Approval of this item also supports Policy 10.8 of the Future Land Use Element which states, “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.”

The Director of Community Development recommends that the Mayor and City Commission approve the proposed Special Exception to allow for a Sanitation Company and Waste Haulers use in an I-2 (Industrial) zoning district pursuant to Section 10-3.2, Table of Allowed Uses, Land Development Code, that allows for additional uses permitted in Broward County’s M-3 Intense Manufacturing and Industrial District as a Special Exception and a waiver of Section 39-313(q), Code of Broward County, requiring plots occupied by sanitation company storing dumpsters or other waste containers and sanitation vehicles to not be located closer than five hundred (500) feet from any residentially-zoned district at its June 10, 2024 with the following conditions of approval:

1. Proposed use to not be located closer than 165.38 feet from any residentially-zoned district.

2. Any transfer of Special Exception including all associated conditions will be acknowledged by the new owner in writing.

3. All dumpsters, waste containers, and sanitation vehicles shall be emptied prior to storage on the plot.

4. Site Plan Approval required to establish and improve property for Sanitation Company and Waste Haulers use prior to approval of any Business Tax Receipt Commercial Application on the subject property. All vehicular use areas to be paved to withstand appropriate weight of sanitation and waste hauler vehicles pursuant to the approval of the City Engineer and site to be brought to current standards of Section 10-4.4, Landscaping and Tree Preservation, of the City of Tamarac Code of Ordinances, to the greatest extent possible as determined through the Development Review Committee process including the installation of a solid masonry wall at least six (6) feet in height along the south property line.

5. Address sign on subject property to be changed to 2890.

FISCAL IMPACT: There will be no direct budgetary impact. This application is funded by an application/processing fee.

INTERVENING ACTION: At its June 5, 2024 meeting, the Planning Board forwarded a favorable recommendation for the proposed Special Exception to the City Commission at its June 10, 2024 meeting with the recommended conditions of approval along with the requirement of the installation of a wall to buffer the existing adjacent multi-family residential development to the south of the subject property.

_____

Maxine A. Calloway,
Director of Community Development

Attachments: Final Board Order Granting Development Permit – Temp Board Order No. 89
Letter of Intent
Location Map
Boundary Survey
Radial Survey

MAC/RWJ

Prepared by and Return to:
CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

Space Above This Line for Processing Data

Space Above This Line for Recording

FINAL BOARD ORDER FOR DEVELOPMENT PERMIT

BEFORE THE CITY COMMISSION
CITY OF TAMARAC, FLORIDA
BO – 2024 – _____

HEARING DATE: June 5, 2024
CASE NO. 2-Z-24

IN RE: The Application of: Banner Yard
Location: 2890 NW 55 Court, Tamarac, Florida 33309

Property Folio Identification Number: 4942-17-00-0143

Property Legal Description: 17-49-42 COMM NW COR OF NW1/4 OF NE1/4 OF NW1/4,SLY 330.82,ELY 204.98 TO POB,CONT ELY 110,SLY 165.38,WLY 110,NLY 165.38 TO POB

FINAL ORDER APPROVING SPECIAL EXCEPTION

Order granting Special Exception approval for Banner Yard, to allow for a Sanitation Company and Waste Haulers use in an I-2 (Industrial) zoning district pursuant to Section 10-3.2, Table of Allowed Uses, Code of Ordinances, that allows for additional uses permitted in Broward County's M-3 Intense Manufacturing and Industrial District as a Special Exception and a waiver of Section 39-313(q), Broward County Code of Ordinances, requiring plots occupied by sanitation company storing dumpsters or other waste containers and sanitation vehicles to not be located closer than five hundred (500) feet from any residentially-zoned district.

Anne-Christine Carrie, designated agent for the property owner, Banner Yard NW 55th Court LLC (the "Applicant"), is requesting approval of a Special Exception to allow for a Sanitation Company and Waste Haulers use and a waiver of Section 39-313(q), Broward County Code of Ordinances, requiring plots occupied by sanitation company storing dumpsters or other waste containers and sanitation vehicles to not be located closer than five hundred (500) feet from any residentially-zoned district on the subject property, legally described as 17-49-42 COMM NW COR OF NW1/4 OF NE1/4 OF NW1/4,SLY 330.82,ELY 204.98 TO POB,CONT ELY 110,SLY 165.38,WLY 110,NLY 165.38 TO POB located at 2890 NW 55 Court, Tamarac, Florida ("Property").

Section 10-3.2, Table of Allowed Uses, Code of Ordinances, allows for additional uses permitted in Broward County's M-3 Intense Manufacturing and Industrial District as a Special Exception. Section 39-313(q), Broward County Code of Ordinances, requires plots occupied by sanitation company storing dumpsters or other waste containers and sanitation vehicles to not be located closer than five hundred (500) feet from any residentially-zoned district.

Notice of the request for Special Exception approval was given pursuant to Chapter 2, Article X and Chapter 10, Section 10-5.3(F) of the City of Tamarac Code of Ordinances. The City Commission of the City of Tamarac ("Commission") has identified that the Property is in the I-2 (Industrial) zoning district.

Pursuant to the authority contained in Section 10-5.4(G) of the City of Tamarac Code of Ordinances, the Planning Board has reviewed the application, held a quasi-judicial public hearing on **June 5, 2024**, and recommend to the City Commission, **APPROVAL OF THE APPLICATION.**

Following consideration of all testimony and evidence presented at the City Commission hearing on **June 10, 2024**, and pursuant to Sections 2-369, 2-370, 10-5.3(G) and 10-5.3(H) of the City of Tamarac Code of Ordinances, the City Commission finds as follows:

a) That the proposed development will be consistent with the Comprehensive Plan.

b) That the proposed development will comply with applicable district, use, and development standards in the City of Tamarac Code of Ordinances.

c) That the proposed development will be compatible with the existing natural environment and community character of the properties within the immediate neighborhood.

d) That the proposed development will be desirable for public convenience and is not injurious or otherwise detrimental to the public health, safety, comfort, and welfare.

e) That the proposed development will minimize adverse effects, including noise, light, dust, or other potential nuisances, on adjacent properties to the greatest extent practicable.

f) That the proposed development will include adequate provisions for safe and convenient vehicular and pedestrian traffic movement to, from, and through the site that minimize traffic congestion in the public streets.

g) That the site area is sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use.

h) That the Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remain active.

i) That the Special Exception is transferable administratively subject to compliance with City Codes, submission of documentation and payment of all fees (if any).

j) Any pre-existing code violations shall be brought into compliance before a certificate of occupancy is issued for the proposed use.

Pursuant to the authority contained in Sections 2-369, 2-370, 10-3.2, 10-5.3 (G) and (H) and 10-5.4 (G) of the City of Tamarac Code of Ordinances, the Applicant's request for Special Exception Approval to allow for a Sanitation Company and Waste Haulers use in the I-2 (Industrial) zoning district and a waiver of Section 39-313(q), Broward County Code of Ordinances, requiring plots occupied by sanitation company storing dumpsters or other waste containers and sanitation vehicles to not be located closer than five hundred (500) feet from any residentially-zoned district located at 2890 NW 55 Court, is hereby **GRANTED WITH CONDITIONS** subject to the following:

1. Proposed use to not be located closer than 165.38 feet from any residentially-zoned district.

2. Any transfer of Special Exception including all associated conditions will be acknowledged by the new owner in writing.

3. All dumpsters, waste containers, and sanitation vehicles shall be emptied prior to storage on the plot.

4. Site Plan Approval required to establish and improve property for Sanitation Company and Waste Haulers use prior to approval of any Business Tax Receipt Commercial Application on the subject property. All vehicular use areas to be paved to withstand appropriate weight of sanitation and waste hauler vehicles pursuant to the approval of the City Engineer and site to be brought to current standards of Section 10-4.4, Landscaping and Tree Preservation, of the City of Tamarac Code of Ordinances, to the greatest extent possible as determined through the Development Review Committee process including the installation of a solid masonry wall at least six (6) feet in height along the south property line.

5. Address sign on subject property to be changed to 2890.

This document shall be recorded in the public records of Broward, County, Florida.

DONE and ORDERED this _____ day of _____, 2024, in Tamarac, Florida.

CITY COMMISSION
CITY OF TAMARAC, FLORIDA

_____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

STATE OF FLORIDA)
) §§
COUNTY OF BROWARD)

I hereby certify that on this day, before me, by means of ☑ **physical presence or** ☐ **online** notarization, appeared City Commission, Mayor Michelle J. Gomez, to me personally known, who acknowledged that she is the Mayor of the City of Tamarac ("City") City Commission, a Florida municipal corporation, and that this instrument was signed for the purposes contained on behalf of the City and by the authority of the City, and that she further acknowledges the instrument to be the free act and deed of the City Commission.

Sworn to and subscribed before me this _____ day of _____, 2024.

_____
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

This Board Order was filed in the Office of the City Clerk on this ___ day of _____ 202_.

Miami 21
Zoning & Entitlements, LLC

Anne-Christine Carrie, AICP, MURP
888 Biscayne Blvd, Unit 505
Miami, FL 33132
954-204-5452
acarrie@miami21zoning.com

April 15, 2024

Maxine Calloway
c/o Robert Johnson
7525 NW 88th Avenue
Room 206
Tamarac, FL 33321

RE: Letter of Intent Requesting a Special Exception
Folio # 4942-17-00-0143

To Ms. Calloway,

Banner Yard NW 55th Court LLC (the "Applicant"), owner of the parcel with folio number 4942-17-00-0143 (the "Subject Property"), requests a Special Exception and waiver to allow a Waste Hauling use on the Subject Property.

Background

The Applicant's property is approximately 18,200 square feet and lies to the south of NW 55 Court. Presently vacant, the site is an I-2 (Industrial) zoning district and designated for "Industrial" uses in the Future Land Use Map. The neighboring properties to the east, west, north and south also consist of industrial uses (See EXHIBITS A and B).

Request #1

As set forth in Table 10-3.1 of the City of Tamarac's zoning ordinance, a Waste and Salvage use is allowed as a Special Exception in the I-2 zoning district. The Waste and Salvage category of Table 10-3.1 includes, by reference, the additional uses listed in Broward County's code of ordinance as follows:

> *"[See] Broward County's M-3 Intense Manufacturing and Industrial District for additional uses permitted under SE in I-2."*

Under the County's regulations, "Sanitation companies and waste haulers" are permitted in the M-3 zoning district. By reference, the Applicant's proposed Waste Hauling use is allowed on the Subject Property as a Special Exception.

Special Exception Analysis

As set forth in Sec. 10-5.4.G, the City Commission shall approve a Special Exception upon making the following findings:

(a) *The proposed development will be consistent with the Comprehensive Plan;*
In accordance with Policy 1.2.a of the Future Land Use Element of the City's Comprehensive Plan, light and heavy industrial uses are permitted in the Subject Property's Future Land Use designation of "Industrial."

(b) *The proposed development will comply with applicable zoning district, use, and development standards of this Code;*
Per Table 10-3.1, the Waste Hauling use is allowed in the I-3 zoning district as a Special Exception. The Waste and Salvage category of Table 10-3.1 includes, by reference, the additional uses listed in Broward County's code of ordinance as follows:
"[See] Broward County's M-3 Intense Manufacturing and Industrial District for additional uses permitted under SE in I-2." Under the County's regulations, "Sanitation companies and waste haulers" are permitted in the M-3 zoning district. By reference, the Applicant's proposed Waste Hauling use is allowed as a Special Exception by the Code.

(c) *The proposed development will be compatible with the existing natural environment and community character of the properties within the immediate neighborhood;*
The proposed use is compatible and similar in nature and intensity to the neighboring properties which are currently used for industrial activities (See EXHIBITS A and B).

(d) *The proposed development will be desirable for public convenience, and not injurious or otherwise detrimental to the public health, safety, comfort, and welfare;*
The proposed use will allow the provision of waste hauling services for the residents of the City of Tamarac and beyond. Off-site impacts, if any, will be mitigated by the appropriate buffers.

(e) *The proposed development will minimize adverse effects, including noise, light, dust, or other potential nuisances, on adjacent properties to the greatest extent practicable;*
The waste containers will be empty and are not anticipated to produce odors. Furthermore, the current distance of the Subject Property from less intense uses provides a buffering effect which prevents the visual impacts that may be of concern to the residents further south. No adverse effects are anticipated as a result of the request.

(f) *The proposed development will include adequate provisions for safe and convenient vehicular and pedestrian traffic movement to, from, and through the site that minimizes traffic congestion in the public streets;*
The development will include sidewalks for the safe movement of pedestrians on and off-site. Driveways and appropriate curb-cuts will be provided to minimize traffic congestion in the public streets. Should additional traffic improvements be required, the applicant shall provide them at the required time.

(g) *The site area is sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use;*
The Subject Property will be improved pursuant to the development regulations outlined in the City's Land Development Code. The area is large enough for the adequate provision of parking spaces, pervious areas, buffering requirements, circulation and appropriate expansions.

(h) *The Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remains active;*
The Special Exception shall no longer be valid should a certificate of occupancy or business license become inactive.

(i) *The Special Exception is transferable administratively pursuant to compliance with City Codes, submitting documentation and payment of fees only after the previous condition has been met;*
Should the Applicant wish to transfer the Special Exception use, appropriate procedures, documentation and payment of fees shall be provided. Previous conditions, if any, shall also be complied with prior to requesting a transfer.

(j) *Any pre-existing code violations shall be satisfied before a certificate of occupancy is issued for the proposed use.*
This request is an attempt to comply with an existing code violation for a use without a business license. Should the Special Exception be granted, the Applicant will be able to resolve said violation.

Request #2

Pursuant to Section 39-313.q of the Broward County Code of Ordinances, "*a sanitation company storing dumpsters or other waste containers […] shall not be located closer than five hundred (500) feet from any residentially-zoned district*." According to the radial survey, the Subject Property is situated roughly 165 feet north of a Multi-Family Residential (R-3) zoning district. The Applicant requests a waiver from the land development regulations to allow a new Waste Hauling Use within a 165-foot radius of a residential zoning district.

Criteria #2

The Subject Property is separated from the residential area to the south by a lot, approximately 39,700[1] square feet in size, that is presently used for outdoor storage of vehicles[2]. The neighboring lot, coupled with the Subject Property's perimeter improvements, would mitigate the potential visual impacts that approval of the waiver might cause to the residential neighborhood that is further south. The waiver is the minimum necessary to allow a reasonable use of the property. Approval of the request would permit an industrial use in the City's most intense industrial zoning district and would not confer special privileges not afforded to similarly situated properties.

The Special Exception and waiver requests would further the goals, objectives and policies of the City's comprehensive plan by providing a much-needed service in an appropriately zoned area. Given the existing uses in this section of the City, and the existing buffers, the request is not expected to produce any adverse effects.

We thank you for your consideration of this request and look forward to working with the City to resolve any issues or concerns regarding this application.

Cordially,
Anne-Christine Carrie, AICP
Miami 21 Zoning and Entitlements LLC

Encl.: EXHIBIT A – Context
EXHIBIT B – Neighboring Properties

[1] Per the Land Calculations listed for the property at 2871 W Prospect Road on the Broward County Property Appraiser's website.
[2] Per a visual inspection made using Google Street View.

EXHIBIT A
Context

Legend

Subject Property

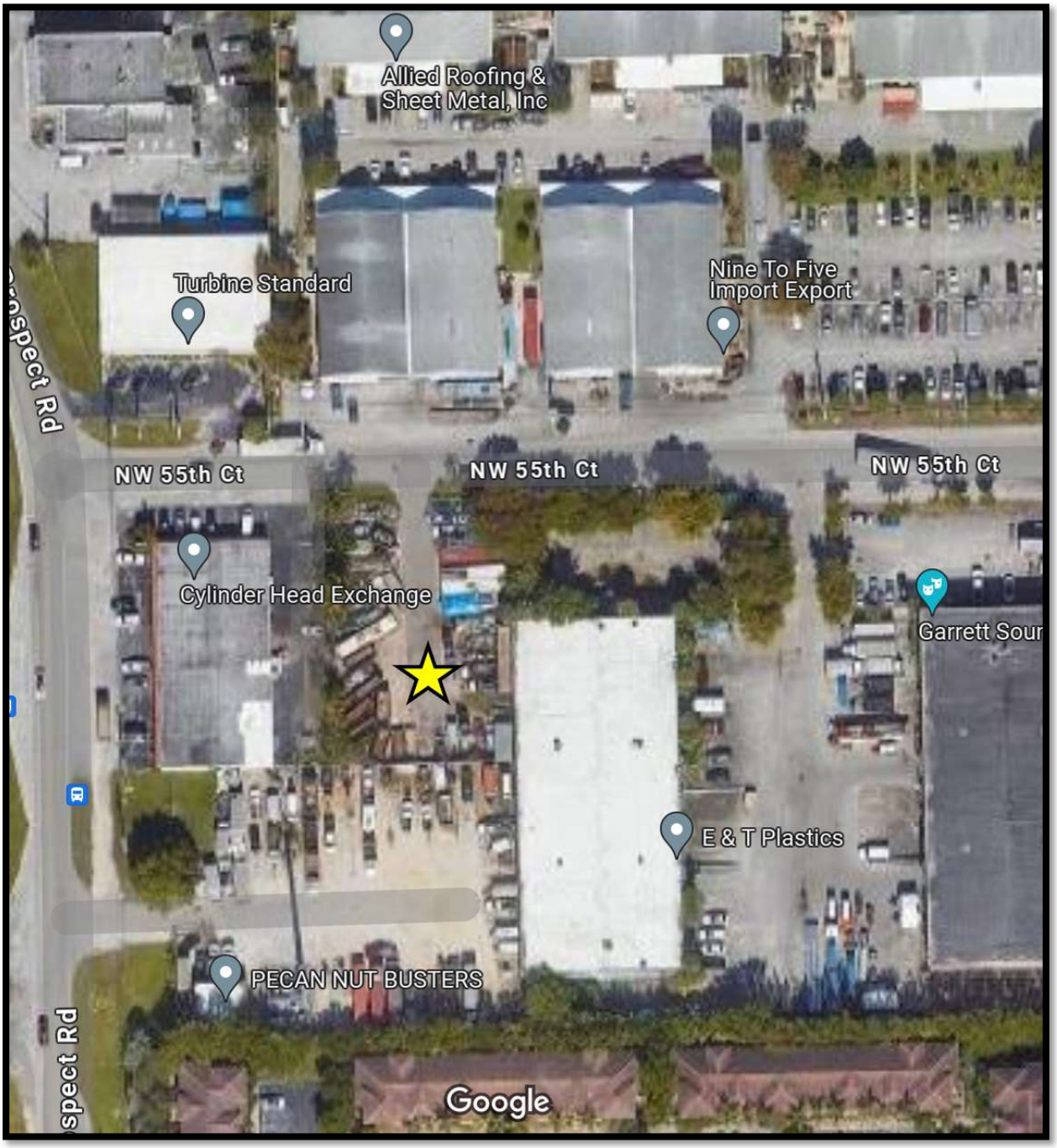
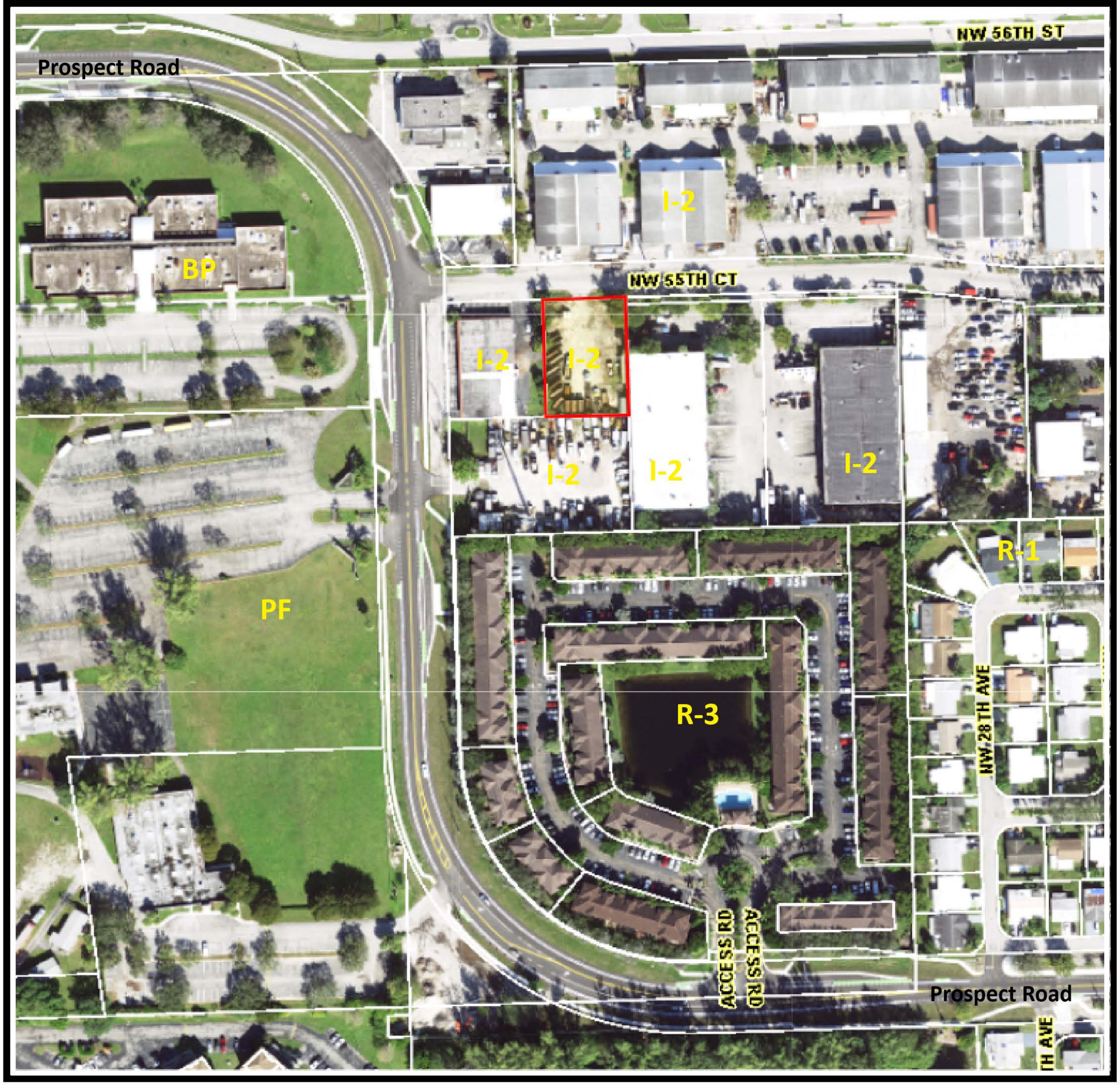


EXHIBIT B
Neighboring Properties

Banner Yard
Special Exception
Case No. 2-Z-24

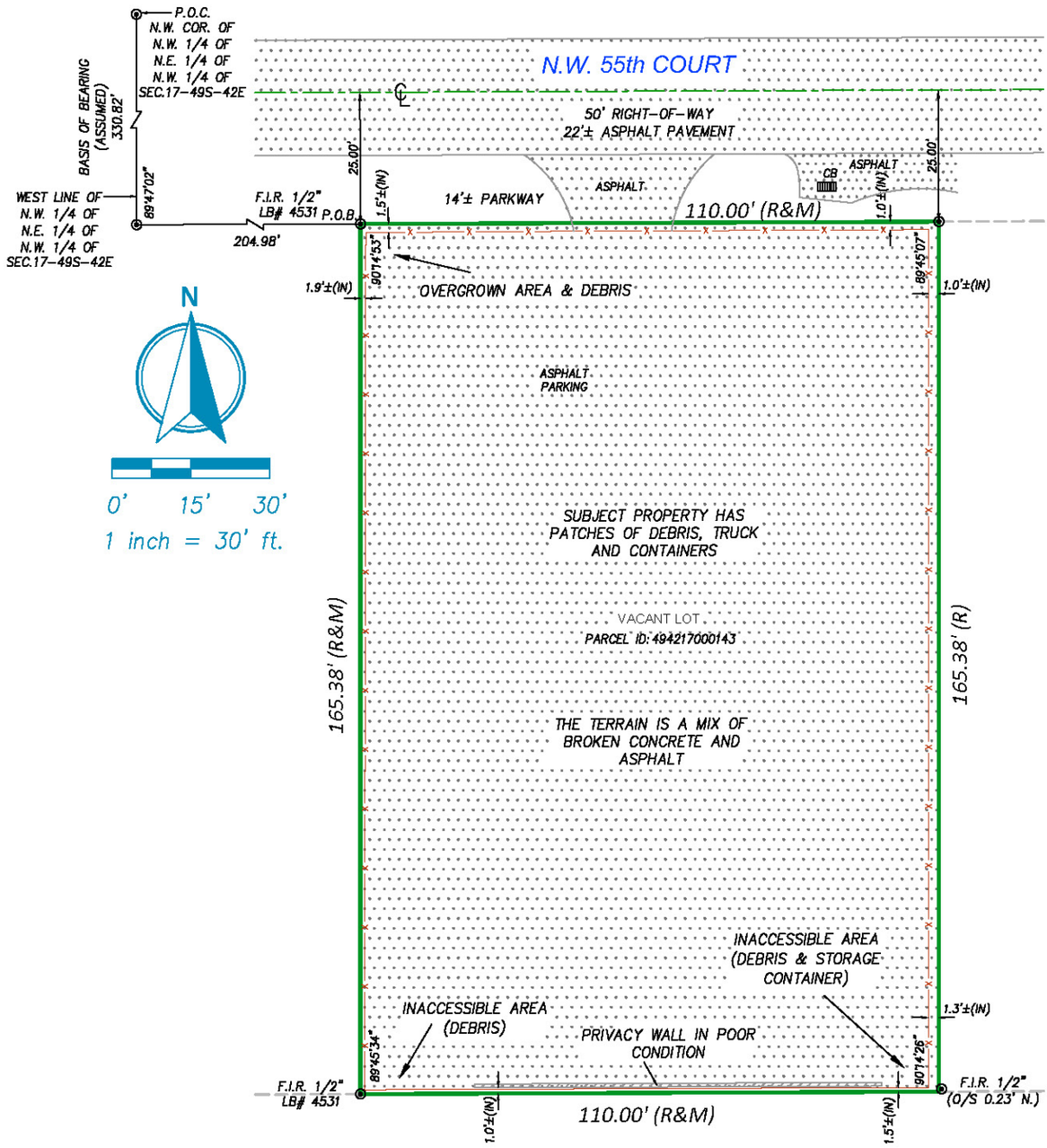


Subject Property

TAMARAC

The City For Your Life

Maxine Calloway, Director
Community Development
7525 NW 88 Avenue
Tamarac, FL 33321
Telephone (954) 597-3530



POINTS OF INTEREST:
NONE VISIBLE.

MAP OF BOUNDARY SURVEY

Property Address:

NW 55TH CT
(FOLIO: 494217000143)
TAMARAC, FL 33319

OnlineLand SURVEYORS, INC.

6175 NW 153rd St # 401,
Miami Lakes, FL 33014
www.OnlineLandSurveyors.Com

SURVEYOR'S CERTIFICATION: *I HEREBY CERTIFY THAT THIS "BOUNDARY SURVEY" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THIS COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPER IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.*

GUERRERO
No. 6453
STATE OF FLORIDA
REGISTERED LAND SURVEYOR & MAPPER

SIGNED _____ **FOR THE FIRM**

GUILLERMO A. GUERRERO ***P.S.M. No. 6453***
STATE OF FLORIDA

NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSE SURVEYOR AND MAPPER.

LOCATION MAP N.T.S.

PROPERTY FRONT VIEW

CERTIFIED TO:

BANNER YARD NW 55TH COURT, LLC
FOREMOST TITLE & ESCROW
FIRST AMERICAN TITLE INSURANCE COMPANY
ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTEREST MAY APPEAR.

FLOOD INFORMATION:

Community Number:	BROWARD COUNTY UNIC 125093
Panel Number:	12011C0358H
Suffix:	H
Date of Firm Index:	8/18/2014
Flood Zone:	AH
Base Flood Elevation:	9.0
Date of Survey:	9/14/2023

LEGAL DESCRIPTION: Please see the last page for long Legal Description.

Surveyor's Legend

PROPERTY LINE
STRUCTURE
CONC. BLOCK WALL
CHAIN-LINK or WIRE FENCE
WOOD FENCE
IRON FENCE
EASEMENT
CENTER LINE
WOOD DECK
CONCRETE
ASPHALT
BRICK/TILE
WATER
APPROXIMATE EDGE OF WATER
COVERED AREA

	TREE
P.P.	POWER POLE
C.B.	CATCH BASIN
C.U.E.	COUNTY UTILITY ESMT.
I.E./E.E.	INGRESS/ EGRESS ESMT.
U.E.	UTILITY EASEMENT
FND. OR F	FOUND IRON PIPE/ REBAR PIN AS NOTED ON PLAT
LB#	LICENSE # – BUSINESS
LS#	LICENSE # – SURVEYOR
CALC	CALCULATED POINT
SET	SET MONUMENT
▲	CONTROL POINT
■	CONCRETE MONUMENT
ELEV	ELEVATION
P.T.	POINT OF TANGENCY
P.C.	POINT OF CURVATURE
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.C.	POINT OF COMPOUND CURVATURE
P.R.C.	POINT OF REVERSE CURVATURE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.C.P.	PERMANENT CONTROL POINT
M	FIELD MEASURED
P	PLATTED MEASURMENT
D	DEED
C	CALCULATED

L.M.E.	LAKE or LANDSCAPE MAINT. ESMT.
R.O.E.	ROOF OVERHANG EASEMENT
P.P.	POOL PUMP
PL	PLANTER OR PROPERTY LINE
I.D.	IDENTIFICATION
B.C.	BLOCK CORNER
B.R.	BEARING REFERENCE
Δ	CENTRAL ANGLE or DELTA
R	RECORD OR RADIUS
RAD.	RADIAL
N.R.	NON RADIAL
TYP.	TYPICAL
I.R.	IRON ROD
I.P.	IRON PIPE
N&D	NAIL & DISK
PK NAIL	PARKER–KALON NAIL
D.H.	DRILL HOLE
	WELL
	FIRE HYDRANT
M.H.	MAN HOLE
O.H.	OVERHEAD LINES
TX	TRANSFORMER
CATV	CABLE TV. RISER
W.M.	WATER METER
P/E	POOL EQUIPMENT
CONC	CONCRETE
ML	MONUMENT LINE

ESMT.	EASEMENT
D.E.	DRAINAGE EASEMENT
L.B.E.	LANDSCAPE BUFFER ESMT.
L.A.E.	LIMITED ACCESS EASEMENT
TEL.	TELEPHONE FACILITIES
U.P.	UTILITY POLE
E.U.B.	ELECTRIC UTILITY BOX
SEP. T.	SEPTIC TANK
D.F.	DRAIN–FIELD
AC	AIR CONDITIONER
CSW	CONC SIDEWALK
DRIVE	DRIVEWAY
SCR.	SCREENED AREA
GAR.	GARAGE
ENCL.	ENCLOSURE
N.T.S.	NOT TO SCALE
F.F.E.	FINISHED FLOOR ELEVATION
T.O.B.	TOP OF BANK
E.O.W.	EDGE OF WATER
E/P OR E.O.P.	EDGE OF PAVEMENT
C.V.G.	CONCRETE VALLEY GUTTER
B.S.L.	BUILDING SETBACK LINE
S.T.L.	SURVEY TIE LINE
℄	CENTER LINE
R/W	RIGHT OF WAY
P.U.E.	PUBLIC UTILITY EASEMENT
C.M.E.	CANAL MAINTENANCE EASEMENT
A.E.	ANCHOR ESMT / ACCESS ESMT

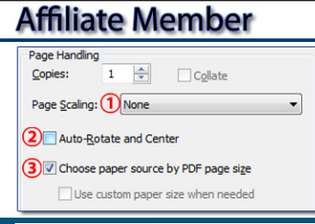
GENERAL NOTES:

1) *LEGAL DESCRIPTION PROVIDED BY OTHERS.*
2) *EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING PROPERTY.*
3) *THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENT OR OTHER RECORDED ENCUMBERANCES NOT SHOWN ON THE PLAT.*
4) *THE PURPOSE OF THIS SURVEY IS FOR USE IN OBTAINING TITLE INSURANCE AND FINANCING AND SHOULD NOT BE USED FOR CONSTRUCTION, PERMITTING DESIGN, OR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF ONLINE LAND SURVEYORS INC.*
5) *UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.*
6) *ONLY VISIBLE AND ABOVE GROUND ENCROACHMENTS LOCATED.*
7) *FENCE OWNERSHIP NOT DETERMINED.*
8) *WALL TIES ARE TO THE FACE OF THE WALL.*
9) *BEARINGS ARE BASE ON AN ASSUMED MERIDIAN.*
10) *BOUNDARY SURVEY MEANS A DRAWING AND/OR GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE.*
11) *NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED.*
12) *NOT VALID UNLESS SEALED WITH THE SIGNING SURVEYORS EMBOSSED SEAL OR ELECTRONIC SEAL.*
13) *DIMENSIONS SHOWN ARE PER PLAT AND MEASURED IN THE FIELD UNLESS OTHERWISE SHOWN.*
14) *ELEVATIONS IF SHOWN ARE BASED UPON N.G.V.D. 1929 UNLESS OTHERWISE NOTED.*
15) *THIS IS A BOUNDARY SURVEY UNLESS OTHERWISE NOTED.*
16) *THIS BOUNDARY SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON; THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES.*
17) *THE EXISTENCE OF ADDITIONAL RECORDED OR UNRECORDED INSTRUMENTS, EASEMENTS AND /OR RESOLUTIONS NOT AVAILABLE TO SURVEYOR MAY EXIST AND ARE NOT DEPICTED IN THIS SKETCH.*

Florida Land Title Association
FLTA
Florida Land Title Association
Affiliate Member

Printing to Scale:

1. Select "None" from Page Scaling
2. Deselect "Auto-Rotate and Center"
3. Select "Choose paper source by PDF page size"



FIELD WORK:	***9/11/2023***
DRAWN BY:	***V.P.***
CHECKED BY:	***G.A.G.***
FINAL REVISION:	***09/14/2023***
COMPLETED:	***9/14/2023***
SCALE:	***1"=30'***
SURVEY CODE:	***O-103062***

G. A. GUERRERO
CERTIFICATE
No. 6453
STATE OF
FLORIDA
REGISTERED SURVEYOR & MAPPER
LB# 7904

OnlineLand SURVEYORS, INC.
6175 NW 153rd St # 401
Miami Lakes, FL 33014
Phone: (305) 910-0123
Fax: (305) 675-0999
www.OnlineLandSurveyors.Com

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4), A DISTANCE OF 330.82 FEET; THENCE EASTERLY, MAKING AN ANGLE OF 89°47'02" IN THE NORTHEAST QUADRANT, A DISTANCE OF 204.98 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY, ALONG THE PREVIOUSLY DESCRIBED COURSE A DISTANCE OF 110.00 FEET; THENCE SOUTHERLY MAKING AN INCLUDED ANGLE IN THE SOUTHWEST QUADRANT OF 89°45'59", A DISTANCE OF 165.38 FEET; THENCE WESTERLY, MAKING AN INCLUDED ANGLE IN THE NORTHWEST QUADRANT OF 90°14'26", A DISTANCE OF 110.00 FEET; THENCE NORTHERLY 165.38 FEET, PARALLEL TO THE EASTERLY LINE OF THIS PARCEL, TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY THAT THIS "BOUNDARY SURVEY" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THIS COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPER IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GUILLERMO A. GUERRERO
No. 6453
STATE OF FLORIDA
REGISTERED LICENSED SURVEYOR & MAPPER

SIGNED _____ **FOR THE FIRM**

GUILLERMO A. GUERRERO ***P.S.M. No. 6453***
STATE OF FLORIDA

NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSE SURVEYOR AND MAPPER.

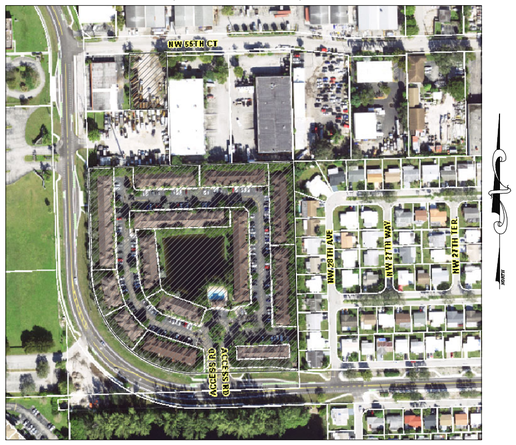
OnlineLand SURVEYORS, INC.

6175 NW 153rd St # 401
Miami Lakes, FL 33014
Phone: (305) 910-0123
Fax: (305) 675-0999
LB #: 7904
www.OnlineLandSurveyors.Com

Accepted By: _____

LOCATION MAP

SECTION 17, TOWNSHIP 49 SOUTH, RANGE 42 EAST
LYING AND BEING IN BROWARD COUNTY FLORIDA
(NOT TO SCALE)



RADIAL SKETCH

GRAPHIC SCALE
100' 50' 0 50' 100'
(IN FEET)
1 INCH = 100 FT.

SCOPE OF WORK

A PORTION OF SECTION 17, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PROPERTY ADDRESS:

PARCEL "A":

Parcel Id: 494217000143

Owner: BANNER YARD NW 55TH COURT LLC

NW 55 COURT,
TAMARAC FL. 33309

PARCEL "B":

Parcel Id: 494217BB0010

Owner: CHRISMON HOLDINGS LLC

2851 W PROSPECT ROAD 701
TAMARAC FL. 33309

CERTIFIED TO:

THIS RADIAL SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAME HEREON. THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES.

– ALL COUNTY WASTE

NOTES:

– THIS IS NOT A BOUNDARY SURVEY.

– THE PURPOSE OF THIS RADIAL SURVEY IS TO SHOW THE SHORTEST DISTANCE BETWEEN FOLIO #494217000143 (PARCEL "A") AND FOLIO #494217BB0010 (PARCEL "B").

SURVEYOR'S NOTES:

1.) THIS IS NOT A BOUNDARY SURVEY.
2.) THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS, OR FREEDOM OF ENCUMBRANCES. ABSTRACT NOT REVIEWED.
3.) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS RADIAL SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, EXAMINATION OF ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY AFFECTING THIS PROPERTY.
4.) TYPE OF SURVEY: RADIAL SKETCH SURVEY
5.) ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD U.S. SURVEY FOOT.
6.) THIS SPECIFIC PURPOSE SKETCH IS INTENDED TO BE DISPLAYED AT A SCALE OF ONE INCH EQUALS 100 FEET.

SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS "SPECIFIC RADIAL SKETCH" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THAT IT MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J–17.050 THROUGH 5J–17.052 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, PURSUANT TO CHAPTER 42.02, FLORIDA STATUTE.

Digitally signed by Ricardo Rodriguez
Date: 2024.04.12 08:09:56 -04'00'

SIGNED _____ FOR THE FIRM
RICARDO RODRIGUEZ, P.S.M. P.S.M. No. 5936–STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES IN A DIGITAL FORMAT NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL.

LANDMARK SURVEYING & ASSOCIATES, INC.
LB No. 7633
PROFESSIONAL SURVEYORS AND MAPPERS
8532 S.W. 8th STREET, SUITE "282"
MIAMI, FL 33144
PHONE: (305) 556–4002 FAX: (305) 556–4003
WWW.LMSURVEYING.COM
EMAIL–REQUEST@LMSURVEYING.COM

ABBREVIATIONS AND LEGEND:

=DENOTES ASPHALT PAVEMENT
=DENOTES BRICK
=DENOTES CONCRETE PAD

RADIAL SKETCH SURVEY

FLOOD ZONE:	AH
ELEVATION:	8.0
COMMUNITY:	120058
PANEL:	12011C0354
DATE OF FIRM:	08–18–2014
SUFFIX:	H
ORIGINAL FIELD WORK SURVEY DATE	N/A
BENCH MARK:	N/A
ELEVATION:	N/A

DATE	DRAWN BY	SCALE
04–11–2024	M.G.	1"=100'

REVISION / UPDATE OF SURVEY

DATE	DESCRIPTION
N/A	N/A

JOB No. 2404.0025

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE: June 10, 2024

SUBMITTED BY: Collette Tibby

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: 14121

AGENDA SECTION: **QUASI-JUDICIAL HEARING(S)**

TITLE: TR14121 - A Resolution of the City Commission of the City of Tamarac, Florida, granting site plan approval (major) with conditions to allow for the redevelopment of the Woodlands Recreation Pod for a proposed eight thousand three hundred thirty-five (8,335) square foot clubhouse building with outdoor covered patio, pool, tot lot, two (2) tennis courts, and two (2) paddle courts; for the property located at 4600 Woodlands Boulevard, Tamarac, Florida, (Case No. 10-SP-23); providing for conflicts; providing for severability; and providing for an effective date.
This item has been deferred to the July 10, 2024 Commission Meeting.

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed request for Site Plan Approval (Major) at its June 10, 2024 meeting with conditions of approval (see attached Temporary Resolution No.14121).

BACKGROUND: The Woodlands Country Club began operation in the early 1970's with a clubhouse, two (2) eighteen (18) hole golf courses, known as the East and West Courses, and a community of approximately eight hundred ninety (890) single-family homes surrounding the golf course fairways. After decades of operation, the Woodlands Country Club experienced a decline in revenue and ultimately closed due to the financial pressures affecting most golf courses today.

On May 1, 2019, the Planning Board voted to table proposed Large Scale Land Use Plan Amendment and Rezoning petitions requesting approval to change the future land use designation of the former Woodlands Golf Course from "Commercial Recreation" to "Low Density Residential" (up to 5 dwelling units per acre) and to change the current

zoning of the subject property of approximately 115.86 acres from RC (Recreation) to RE (Residential Estate) and approximately 49.67 acres from RC (Recreation) to R-2 (Two-Family Residential), respectively, to allow for the construction of four hundred twenty-three (423) single family homes and the preservation of approximately one hundred ten (110) acres of open space. Several of the Board members requested staff and the applicant to provide additional information regarding this item, which was provided at the June 5, 2019 meeting.

On June 5, 2019, the Planning Board voted to forward a favorable recommendation of the proposed Large Scale Land Use Plan Amendment and Rezoning petitions to the City Commission with conditions outlined by staff and a recommendation from the Board for the applicant to address traffic, zero lot housing, drainage, loss of green areas, and golf course views.

On July 10, 2019, the City Commission approved the transmittal of the Large Scale Land Use Plan Amendment petition to change the future land use designation of the former Woodlands Golf Course from “Commercial Recreation” to “Low Density Residential” (up to 5 dwelling units per acre) to the State of Florida for review on First Reading and approved the Rezoning petition to change the current zoning of the subject property of approximately 115.86 acres from RC (Recreation) to RE (Residential Estate) and approximately 49.67 acres from RC (Recreation) to R-2 (Two-Family Residential) on First Reading.

Broward County Planning Council then heard Broward County Land Use Plan Amendment PC20-2 on January 23, 2020, and recommended the Broward County Board of County Commissioners approve the request with conditions which included the following:
Condition 1.A – “The approximately one hundred ten (110) acres currently designated as Commercial Recreation of the one hundred sixty (160) acres that will be reserved for community recreation and open space be amended to the Recreation and Open Space land use designation to further enhance the voluntary commitment.”

Condition 1.B – “As an alternative to the proposed Low (5) Residential designation, Planning Council staff finds that a designation of Low (3) Residential, which permits a maximum of 506 dwelling units, may be more appropriate, as the applicant has proffered a voluntary commitment to restrict the development to a maximum of 398-single family

dwelling units, which is less than half the density permitted by a Low (5) Residential designation. The Low (3) Residential designation would further protect the lower density by more accurately reflecting the voluntary commitment to restrict the development to a maximum of 398 single-family dwelling units and require a more stringent County and City land use plan amendment process be engaged if an increase in residential density is ever sought, as opposed to the release of a Declaration of Restrictive Covenants. This action would require that the City of Tamarac also adopt the same or more restrictive density designations for its future land use plan to be recertified and effective."

On October 20, 2020, the Broward County Board of County Commissioners approved the transmittal of the Large Scale Land Use Plan Amendment petition to the Florida Department of Economic Development including the Planning Council's transmittal recommendations with conditions regarding the preservation of the open space and the restricted designation of the residential area, for review pursuant to Chapter 163, Florida Statutes, and on October 27, 2020, Broward County Planning Council transmitted the Large Scale Land Use Plan Amendment application to the State of Florida for review.

The State of Florida review process was completed by the Florida Department of Economic Development on November 23, 2020. As part of the state review process, a comment was received from Florida Department of Transportation to coordinate with the Department of Transportation and Broward County prior to adoption of the amendment to determine strategies for reducing, mitigating, or eliminating adverse impacts resulting from this amendment.

On April 30, 2021, the City conducted the first of two (2) meetings with the applicant and Florida Department of Transportation to determine a proportionate share contribution towards the Department Advance Transportation Management System on West Commercial Boulevard. Florida Department of Transportation is currently participating in a joint funded project with Broward County to design and construct Advance Transportation Management System improvements along W Commercial Boulevard. This project is programmed in the Florida Department of Transportation Adopted Five Year Work Program in FY 2024. The Woodlands and surrounding area will directly benefit from potential traffic congestion reduction that is associated with the proposed Advance Transportation

Management System project. As such, the applicant will contribute $114,964.19 towards the Advance Transportation Management System project as a proportionate share contribution related to the traffic impacts resulting from the project to satisfy the comment received from Florida Department of Transportation. Additionally, Florida Department of Transportation is working with the city to bring forward the Local Funding Agreement (LFA) which memorializes the contribution for the proposed improvements.

On February 25, 2021, Broward County Planning Council recommended approval of Broward County Land Use Plan Amendment PC20-2 with the previous conditions and an additional recommendation to work with Florida Department of Transportation to address the traffic comment. Then on May 4, 2021, the Broward County Board of County Commissioners adopted the Broward County Land Use Plan Amendment PC20-2 changing the future land use designation of the subject property from Commercial Recreation to Low (3) Residential designation with the conditions stimulated by Broward County Planning Council.

On April 12, 2021, the applicant sent a letter to Florida Division of Emergency management requesting an interpretation of Section 252.363, Florida Statutes. An opinion was received from the Florida Division of Emergency Management on April 29, 2021, stating that due process rights should not be abridged during such extraordinary times, and therefore, the one hundred eighty (180) day period referenced in Section 163.3184(3)(c)1, Florida Statutes, should be tolled for the period on which public meeting were not held.

On May 21, 2021, the City formally noticed an extension of the second public hearing date of the Large Scale Land Use Plan Amendment request to July 14, 2021. The City determined that two (2) public meetings were not held during the state of emergency, specifically March 25, 2020, and April 8, 2020. Additionally, the City received communication from the Executive Director of the Broward County Planning Council, acknowledging the cancellation of the December 10, 2020, Broward County Planning Council meeting, due to its inability to achieve a quorum, during the COVID-19 declared state and local emergency. The City's decision to notify the state land planning agency of its intent to extend the second public hearing date to July 14, 2021, was predicated on the Department of Emergency Management's findings. The Florida Department of Economic Opportunity acknowledged the receipt of the

extension notification on May 24, 2021.

On July 8, 2021, the City formally noticed an additional extension of the second public hearing date of the Large Scale Land Use Plan Amendment to November 10, 2021. The City determined that additional time was needed to prepare and consider the application for the adoption hearing. The City's decision to notify the state land planning agency of its intent to extend the second public hearing date to November 10, 2021, was predicated on the Department of Emergency Management's findings, the Applicant's request and the City's own need for additional time to prepare the application for Commission consideration. The applicant agreed to the November 10, 2021, extension date and was notified of same. The Florida Department of Economic Opportunity acknowledged the receipt of the additional extension notification on July 9, 2021.

On September 17, 2021, the applicant revised the Large Scale Land Use Plan Map Amendment petition amending the proposed future land use designation for the nine (9) Residential Pods from "Commercial Recreation" to "Low Density Residential" (up to 5 dwelling units per acre) with a maximum density limitation of three (3) dwelling units per acre in accordance with the Condition 1.B imposed by the Broward County.

At the October 13, 2021, City Commission meeting, the applicant formally appeared before the Commission and requested a third extension of time which was not granted by the City Commission. Subsequently, the Applicant sued the City seeking a stay on the Large Scale Land Use Plan Amendment application and a determination on the standard (Quasi-Judicial) hearing that should be applied to the Application.

On December 17, 2021, the applicant revised the Site Plan Approval (Major) petition thereby reducing the proposed dwelling unit count from three hundred ninety-eight (398) single family homes to three hundred thirty-five (335) single family homes. Additionally, the applicant revised the Rezoning petition thereby requesting a rezoning from Two-Family Residential (R-2) in Residential Pod G to Residential Estate (RE) for all nine (9) Residential Pods.

On October 19, 2022, an Amended Final Judgement was entered by Judge Frink, requiring the City to hold a Quasi-Judicial hearing on the Developer's application for the Large Scale Land Use Map Amendment on or before March 31, 2023. The Florida Department of Economic Opportunity

acknowledged the receipt of the additional extension notification on November 7, 2022.

On March 22, 2023, the City Commission adopted the proposed Large-Scale Land Use Plan Amendment changing the future land use designation of a portion of the former Woodlands Golf Course from “Commercial Recreation” to “Low Density Residential” (up to 5 dwelling units per acre), restricted to (0-3) dwelling units per acre, and the proposed Rezoning changing the zoning from RC (Recreation) to RE (Residential Estate).

The developer, Woodlands Club Holdings, LLLP, entered into a Development Agreement with the City that was also approved on first reading by the City Commission on March 22, 2023. The Development Agreement sets forth the procedures, rights and obligations with regard to the development of the subject property consistent with the Comprehensive Plan, City’s Code of Ordinances, and Land Development Code, and to details the requirements, commitments and vested rights for developing the subject property. The applicant contribution of $114,964.19 towards the Advance Transportation Management System project for the Florida Department of Transportation Adopted Five Year Work Program is included in the Development Agreement.

On November 8, 2023, the City Commission approved the request for Site Plan Approval (Major) for the proposed Woodlands Country Club single-family residential development project permitting the construction of three hundred thirty-five (335) single family homes. Also, on November 8, 2023, the City Commission adopted the Development Agreement between the developer, Woodlands Club Holding, LLLP, and the City allowing for the development of the Woodlands Country Club single-family residential development on second reading.

Additionally, on November 8, 2023, the City Commission approved a Large-Scale Land Use Plan Amendment on first reading changing the future land use designation of the remainder of the former Woodlands Golf Course from “Commercial Recreation” to “Recreation” to facilitate the preservation of land for community recreation and open space and satisfy Condition 1.A of Broward County Land Use Plan Amendment PC20-2.

On January 24, 2024, the City Commission adopted the proposed Large-Scale Land Use Plan Amendment changing the future land use designation of the remainder of the former Woodlands Golf Course from “Commercial

Recreation" to "Recreation" preserving approximately one hundred ten (110) acres as open space that includes lakes, a recreation trail, and other amenities.

ISSUE:

Michael Nunziata, designated agent for the property owner, Clublink US Corp., is requesting Site Plan Approval (Major) to allow for the redevelopment of The Woodlands Recreation Pod for a proposed eight thousand three hundred thirty-five (8,335) square foot clubhouse building with outdoor covered patio, pool, tot lot, two (2) tennis courts, and two (2) paddle courts (see attached Justification Letter – Woodlands Country Club Recreation Pod).

ATTACHMENTS:

1 - Woodlands Clubhouse MRSP Memo 10-SP-23-MM.docx
2 - Temporary Resolution No 14121.docx
3 - Justification Letter - Woodlands Country Club Recreation Pod.pdf
4 - Location Map.pdf
5 - Site Plan - Recreation Pod.pdf
6 - Traffic Statement.pdf
7 - Landscape Plan.pdf
8 - Elevations.pdf

CITY OF TAMARAC

INTEROFFICE MEMORANDUM 24-05-006M

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Levent Sucuoglu,
City Manager

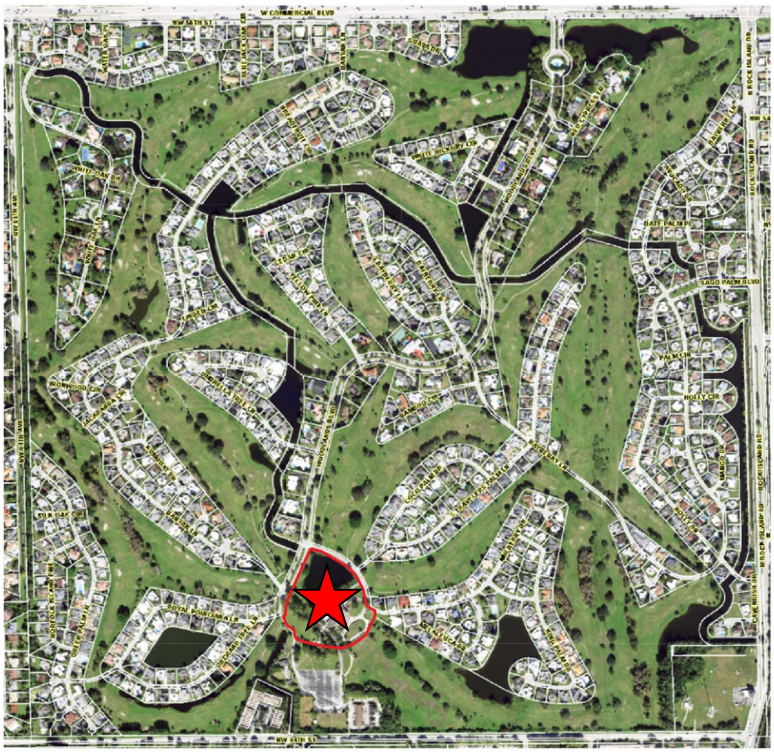
FROM: Maxine A. Calloway,
Director of Community Development

DATE: May 29, 2024

RE: The Woodlands – Recreation/Clubhouse Pod – Site Plan Approval (Major) – **Quasi-Judicial**
TEMP RESOLUTION NO. 14121; CASE#: 10-SP-23; MF#: 13-77

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed request for Site Plan Approval (Major) at its June 10, 2024 meeting with conditions of approval (see attached Temporary Resolution No.14121).

ISSUE: Michael Nunziata, designated agent for the property owner, Clublink US Corp., is requesting Site Plan Approval (Major) to allow for the redevelopment of The Woodlands Recreation Pod for a proposed eight thousand three hundred thirty-five (8,335) square foot clubhouse building with outdoor covered patio, pool, tot lot, two (2) tennis courts, and two (2) padel courts (see attached Justification Letter – Woodlands Country Club Recreation Pod).



Aerial Photograph

LOCATION: The subject property is located in The Woodlands – Recreation/Clubhouse Pod in the location of the existing clubhouse at 4600 Woodlands Boulevard in Commission District 2 [Vice Mayor Morey Wright] (see Aerial Photograph above and attached Location Map). The subject

property is approximately 6.116 acres in size and has a City of Tamarac Future Land Use designation of "Commercial Recreation", and a zoning classification of RC (Recreation)

BACKGROUND: The Woodlands Country Club began operation in the early 1970's with a clubhouse, two (2) eighteen (18) hole golf courses, known as the East and West Courses, and a community of approximately eight hundred ninety (890) single-family homes surrounding the golf course fairways. After decades of operation, the Woodlands Country Club experienced a decline in revenue and ultimately closed due to the financial pressures affecting most golf courses today.

On May 1, 2019, the Planning Board voted to table proposed Large Scale Land Use Plan Amendment and Rezoning petitions requesting approval to change the future land use designation of the former Woodlands Golf Course from "Commercial Recreation" to "Low Density Residential" (up to 5 dwelling units per acre) and to change the current zoning of the subject property of approximately 115.86 acres from RC (Recreation) to RE (Residential Estate) and approximately 49.67 acres from RC (Recreation) to R-2 (Two-Family Residential), respectively, to allow for the construction of four hundred twenty-three (423) single family homes and the preservation of approximately one hundred ten (110) acres of open space. Several of the Board members requested staff and the applicant to provide additional information regarding this item, which was provided at the June 5, 2019 meeting.

On June 5, 2019, the Planning Board voted to forward a favorable recommendation of the proposed Large Scale Land Use Plan Amendment and Rezoning petitions to the City Commission with conditions outlined by staff and a recommendation from the Board for the applicant to address traffic, zero lot housing, drainage, loss of green areas, and golf course views.

On July 10, 2019, the City Commission approved the transmittal of the Large Scale Land Use Plan Amendment petition to change the future land use designation of the former Woodlands Golf Course from "Commercial Recreation" to "Low Density Residential" (up to 5 dwelling units per acre) to the State of Florida for review on First Reading and approved the Rezoning petition to change the current zoning of the subject property of approximately 115.86 acres from RC (Recreation) to RE (Residential Estate) and approximately 49.67 acres from RC (Recreation) to R-2 (Two-Family Residential) on First Reading.

Broward County Planning Council then heard Broward County Land Use Plan Amendment PC20-2 on January 23, 2020, and recommended the Broward County Board of County Commissioners approve the request with conditions which included the following:

Condition 1.A – "The approximately one hundred ten (110) acres currently designated as Commercial Recreation of the one hundred sixty (160) acres that will be reserved for community recreation and open space be amended to the Recreation and Open Space land use designation to further enhance the voluntary commitment."

Condition 1.B – "As an alternative to the proposed Low (5) Residential designation, Planning Council staff finds that a designation of Low (3) Residential, which permits a maximum of 506 dwelling units, may be more appropriate, as the applicant has proffered a voluntary commitment to restrict the development to a maximum of 398-single family dwelling units, which is less than half the density permitted by a Low (5) Residential designation. The Low (3) Residential designation

would further protect the lower density by more accurately reflecting the voluntary commitment to restrict the development to a maximum of 398 single-family dwelling units and require a more stringent County and City land use plan amendment process be engaged if an increase in residential density is ever sought, as opposed to the release of a Declaration of Restrictive Covenants. This action would require that the City of Tamarac also adopt the same or more restrictive density designations for its future land use plan to be recertified and effective."

On October 20, 2020, the Broward County Board of County Commissioners approved the transmittal of the Large Scale Land Use Plan Amendment petition to the Florida Department of Economic Development including the Planning Council's transmittal recommendations with conditions regarding the preservation of the open space and the restricted designation of the residential area, for review pursuant to Chapter 163, Florida Statutes, and on October 27, 2020, Broward County Planning Council transmitted the Large Scale Land Use Plan Amendment application to the State of Florida for review.

The State of Florida review process was completed by the Florida Department of Economic Development on November 23, 2020. As part of the state review process, a comment was received from Florida Department of Transportation to coordinate with the Department of Transportation and Broward County prior to adoption of the amendment to determine strategies for reducing, mitigating, or eliminating adverse impacts resulting from this amendment.

On April 30, 2021, the City conducted the first of two (2) meetings with the applicant and Florida Department of Transportation to determine a proportionate share contribution towards the Department Advance Transportation Management System on West Commercial Boulevard. Florida Department of Transportation is currently participating in a joint funded project with Broward County to design and construct Advance Transportation Management System improvements along W Commercial Boulevard. This project is programmed in the Florida Department of Transportation Adopted Five Year Work Program in FY 2024. The Woodlands and surrounding area will directly benefit from potential traffic congestion reduction that is associated with the proposed Advance Transportation Management System project. As such, the applicant will contribute $114,964.19 towards the Advance Transportation Management System project as a proportionate share contribution related to the traffic impacts resulting from the project to satisfy the comment received from Florida Department of Transportation. Additionally, Florida Department of Transportation is working with the city to bring forward the Local Funding Agreement (LFA) which memorializes the contribution for the proposed improvements.

On February 25, 2021, Broward County Planning Council recommended approval of Broward County Land Use Plan Amendment PC20-2 with the previous conditions and an additional recommendation to work with Florida Department of Transportation to address the traffic comment. Then on May 4, 2021, the Broward County Board of County Commissioners adopted the Broward County Land Use Plan Amendment PC20-2 changing the future land use designation of the subject property from Commercial Recreation to Low (3) Residential designation with the conditions stimulated by Broward County Planning Council.

On April 12, 2021, the applicant sent a letter to Florida Division of Emergency management requesting an interpretation of Section 252.363, Florida Statutes. An opinion was received from the Florida Division of Emergency Management on April 29, 2021, stating that due process rights

should not be abridged during such extraordinary times, and therefore, the one hundred eighty (180) day period referenced in Section 163.3184(3)(c)1, Florida Statutes, should be tolled for the period on which public meeting were not held.

On May 21, 2021, the City formally noticed an extension of the second public hearing date of the Large Scale Land Use Plan Amendment request to July 14, 2021. The City determined that two (2) public meetings were not held during the state of emergency, specifically March 25, 2020, and April 8, 2020. Additionally, the City received communication from the Executive Director of the Broward County Planning Council, acknowledging the cancellation of the December 10, 2020, Broward County Planning Council meeting, due to its inability to achieve a quorum, during the COVID-19 declared state and local emergency. The City's decision to notify the state land planning agency of its intent to extend the second public hearing date to July 14, 2021, was predicated on the Department of Emergency Management's findings. The Florida Department of Economic Opportunity acknowledged the receipt of the extension notification on May 24, 2021.

On July 8, 2021, the City formally noticed an additional extension of the second public hearing date of the Large Scale Land Use Plan Amendment to November 10, 2021. The City determined that additional time was needed to prepare and consider the application for the adoption hearing. The City's decision to notify the state land planning agency of its intent to extend the second public hearing date to November 10, 2021, was predicated on the Department of Emergency Management's findings, the Applicant's request and the City's own need for additional time to prepare the application for Commission consideration. The applicant agreed to the November 10, 2021, extension date and was notified of same. The Florida Department of Economic Opportunity acknowledged the receipt of the additional extension notification on July 9, 2021.

On September 17, 2021, the applicant revised the Large Scale Land Use Plan Map Amendment petition amending the proposed future land use designation for the nine (9) Residential Pods from "Commercial Recreation" to "Low Density Residential" (up to 5 dwelling units per acre) with a maximum density limitation of three (3) dwelling units per acre in accordance with the Condition 1.B imposed by the Broward County.

At the October 13, 2021, City Commission meeting, the applicant formally appeared before the Commission and requested a third extension of time which was not granted by the City Commission. Subsequently, the Applicant sued the City seeking a stay on the Large Scale Land Use Plan Amendment application and a determination on the standard (Quasi-Judicial) hearing that should be applied to the Application.

On December 17, 2021, the applicant revised the Site Plan Approval (Major) petition thereby reducing the proposed dwelling unit count from three hundred ninety-eight (398) single family homes to three hundred thirty-five (335) single family homes. Additionally, the applicant revised the Rezoning petition thereby requesting a rezoning from Two-Family Residential (R-2) in Residential Pod G to Residential Estate (RE) for all nine (9) Residential Pods.

On October 19, 2022, an Amended Final Judgement was entered by Judge Frink, requiring the City to hold a Quasi-Judicial hearing on the Developer's application for the Large Scale Land Use Map Amendment on or before March 31, 2023. The Florida Department of Economic Opportunity acknowledged the receipt of the additional extension notification on November 7, 2022.

On March 22, 2023, the City Commission adopted the proposed Large-Scale Land Use Plan Amendment changing the future land use designation of a portion of the former Woodlands Golf Course from "Commercial Recreation" to "Low Density Residential" (up to 5 dwelling units per acre), restricted to (0-3) dwelling units per acre, and the proposed Rezoning changing the zoning from RC (Recreation) to RE (Residential Estate).

The developer, Woodlands Club Holdings, LLLP, entered into a Development Agreement with the City that was also approved on first reading by the City Commission on March 22, 2023. The Development Agreement sets forth the procedures, rights and obligations with regard to the development of the subject property consistent with the Comprehensive Plan, City's Code of Ordinances, and Land Development Code, and to details the requirements, commitments and vested rights for developing the subject property. The applicant contribution of $114,964.19 towards the Advance Transportation Management System project for the Florida Department of Transportation Adopted Five Year Work Program is included in the Development Agreement.

On November 8, 2023, the City Commission approved the request for Site Plan Approval (Major) for the proposed Woodlands Country Club single-family residential development project permitting the construction of three hundred thirty-five (335) single family homes. Also, on November 8, 2023, the City Commission adopted the Development Agreement between the developer, Woodlands Club Holding, LLLP, and the City allowing for the development of the Woodlands Country Club single-family residential development on second reading.

Additionally, on November 8, 2023, the City Commission approved a Large-Scale Land Use Plan Amendment on first reading changing the future land use designation of the remainder of the former Woodlands Golf Course from "Commercial Recreation" to "Recreation" to facilitate the preservation of land for community recreation and open space and satisfy Condition 1.A of Broward County Land Use Plan Amendment PC20-2.

On January 24, 2024, the City Commission adopted the proposed Large-Scale Land Use Plan Amendment changing the future land use designation of the remainder of the former Woodlands Golf Course from "Commercial Recreation" to "Recreation" preserving approximately one hundred ten (110) acres as open space that includes lakes, a recreation trail, and other amenities.

ANALYSIS: The applicant is requesting Site Plan Approval (Major) to allow for the redevelopment of the existing Woodlands clubhouse property for a new eight thousand three hundred thirty-five (8,335) square foot clubhouse building with outdoor covered patio, pool, tot lot, two (2) tennis courts, and two (2) padel courts (see attached Site Plan – Recreation Pod). The existing clubhouse building will be razed to allow for the new clubhouse.

The proposed redevelopment will provide a two-way interior drive in front of the clubhouse building that includes a drop-off zone and school bus stop location. Ninety (90) parking spaces will be provided on the subject property consisting of five (5) accessible parking spaces and two (2) electric vehicle parking spaces. Additionally, twenty (20) bicycle parking spaces will be provided in front of the clubhouse building and the tot lot.

Vehicular access to the subject property will be provided by an existing driveway on Mulberry Drive

that will be improved to provide adequate access and a new driveway will be provided through Pod G accessed off Woodlands Boulevard. Pedestrian access to the clubhouse will be provided from sidewalks on both sides of the new driveway through Pod G.

A Traffic Statement, prepared by Kimely-Horn, was submitted by the applicant to satisfy traffic concerns (see attached Traffic Statement). The purpose of the statement was to identify the vehicle trip impacts associated with the proposed clubhouse. The statement summarized the trip generation of the Woodlands redevelopment upon full buildout and states that the proposed clubhouse is ancillary to the total residential uses included in the overall Woodlands development, as it is an amenity that serves the residents within the community.

The Traffic Statement concludes that trips to and from the clubhouse are internalized within the community, and the net external trip impact of the clubhouse is expected to be negligible. Because the clubhouse is an ancillary use for the residential units within the Woodlands community, no net external trips are expected to the generated by the proposed clubhouse redevelopment.

The Traffic Statement was reviewed by the City's Traffic Consultant, Traf Tech. The City's Traffic Consultant review indicates that the clubhouse (and associated amenities) will serve the residents within the Woodlands Community. The review continues by stating, "As such, vehicle trips to and from the facility will be internalized within the local streets of the Woodlands community and external trips will be negligible. Provided that the use of the proposed clubhouse is generally limited to Woodlands residents (and their guests), we concur with the conclusion that external traffic will be negligible."

The clubhouse building is provided at a height of seventeen feet and two inches (17'2") to the top of the parapet where a maximum building height of sixty (60) feet is permitted (see attached Elevations). The majority of the clubhouse façades will be stucco finished, painted Egret White, Dorian Gray, and Gauntlet Gray in color, and enhanced by wood veneer siding and stucco banding towards the bottom of the building.

An architectural review of the proposed restaurant building was conducted by the City's Architectural Consultant, CPZ Architects, Inc., in an effort to enhance sustainability and visual appearance within the City. The architectural consultant review confirmed that all site and building design requirements are satisfied including general building design standards that foster high-quality, attractive, and sustainable development. The general building design standards include four-sided architectural design, shaded sidewalks, sustainable design, horizontal and vertical articulation, façade transparency, and pedestrian designed primary building entrance and amenity requirements.

The proposed development will provide an overall landscape pervious area of thirty-nine percent (39%) on the subject property. Also, an interior landscaping area equal to eighteen percent (18%) of the total vehicular use area is provided where the development requires the devotion of an area of interior landscaping equal to fifteen percent (15%) of the total vehicular use area.

Two (2) existing mature shade trees will be retained, and twenty (20) palm trees will be relocated on the subject property. In addition, two hundred twenty-six (226) trees will be planted within the development consisting of forty-five (45) palm trees of which fourteen (14) are Royal Palm trees,

one hundred twenty (120) shade trees, and sixty-one (61) small trees (see attached Landscape Plan).

To provide adequate sidewalk shading, shade trees will be planted along the sidewalk proposed on the side of the new driveway through Pod G. Additionally, one thousand nine hundred thirty-eight (1,938) shrubs will be planted to provide a continuous hedge around the perimeter of the subject property.

The Tree Disposition and Landscape Plans were reviewed by the City's Consulting Arborist, PH Consulting. The City's Consulting Arborist recommended changes to the Landscape Plan to provide more viable and sustainable landscaping. The recommended changes were incorporated and the plans are recommended for approval by the City's Consulting Arborist.

A dumpster enclosure containing a waste dumpster and recycling containers will be provided in the southeast corner of the subject property. The dumpster enclosure will provide an eight (8) foot high stucco finished wall, painted Egret White in color to match the clubhouse building and screened by a continuous hedge.

Section 10-5.4(H)(6), Code of Ordinances, identifies Site Plan Approval (Major) standards to be determined by the City Commission to consider the request. The Site Plan Approval (Major) standards and the responses to each standard, shall be demonstrated in compliance, as specified below:

Site Plan Approval Standards

(a) Will be consistent with the Comprehensive Plan;

The proposed site plan will be consistent with the Comprehensive Plan. Specifically, the site meets the following goal and policies of the Future Land Use Element of the Comprehensive Plan:

Goal: The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety, and welfare.

Objective 1: The City of Tamarac intends to promote orderly growth and development through the adoption, maintenance, and implementation of its Future Land Use Element.

Objective 9: The City of Tamarac will continue to keep in place subdivision and other land development regulations which promote well planned, orderly, and attractive development which is consistent with the City's adopted Capital Improvement Element and with the policies of the Broward County Land Use Plan.

Objective 10: The City will continue to lead by example and implement land use controls which promote 'green practices' and communities that are attractive, well maintained, and that contribute to the health, safety, and welfare of residents and users.

(b) Will comply with applicable district, use, and development standards; and

The subject property is located in a RC (Recreation) zoning district and was previously utilized as the clubhouse for the golf course. The proposed clubhouse is permitted within an RC (Recreation) zoning district and will be constructed in accordance with all development standards of the City's Code of Ordinances pursuant to the analysis above.

(c) Will comply with all requirements and conditions of approval.

The proposed redevelopment will be built in accordance with all requirements of the City's Code of Ordinances pursuant to the analysis above. Additionally, the applicant will comply with all conditions of approval as outlined in this memo.

It is the opinion of the Director of Community Development that the standards for Site Plan Approval (Major), as outlined in Section 10-5.4(H)(6), Code of Ordinances, have been satisfied.

CONCLUSION: This item supports Goal #4 of the City of Tamarac's 2040 Strategic Plan, "Tamarac is Vibrant." The approval of the Site Plan Approval (Major) will allow for the redevelopment of the subject property thereby providing an opportunity to revitalize the appearance, image, and attractiveness of the community.

The Director of Community Development recommends that the Mayor and City Commission approve the proposed request for Site Plan Approval (Major) at its June 10, 2024 meeting with the following conditions of approval:

1. Construction is to be in complete compliance with the plans and specifications submitted by the developer to the City of Tamarac and the approved engineering drawings.

2. Site plan Approval (Major) shall be void one (1) year after the date of approval unless a building permit has been issued for the construction of all facilities provided in the site plan and construction is diligently pursued.

3. The Development Order is assignable, but assignment does not discharge any assignee from strict compliance with the order unless the City Commission consents to modify any of the original requirements.

4. Satisfaction of all the outstanding Development Review Committee comments from the review of the Site Plan Approval (Major) for The Woodlands – Recreation/Clubhouse Pod (Case #10-SP-23).

5. The applicant shall render payment of all applicable Development Impact Fees to the City prior to approval of any permit for vertical construction for the project.

FISCAL IMPACT: The clubhouse and outdoor amenities will be open to existing residents and homeowners of the Woodlands community for an initial monthly fee not to exceed $100. This monthly fee for existing residents is subject to increases on an annual basis based on operating costs and expenses.

INTERVENING ACTION: At its June 5, 2024 meeting, the Planning Board forwarded a favorable recommendation for the proposed Site Plan Approval (Major) to the City Commission at its June 10, 2024 meeting.

_____
Maxine A. Calloway,
Director of Community Development

Attachments: Temporary Resolution No.14121
Justification Letter – Woodlands Country Club Recreation Pod
Location Map
Site Plan – Recreation Pod
Traffic Statement
Landscape Plan
Elevations

MAC/RWJ

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, GRANTING SITE PLAN APPROVAL (MAJOR) WITH CONDITIONS TO ALLOW FOR THE REDEVELOPMENT OF THE WOODLANDS RECREATION POD FOR A PROPOSED EIGHT THOUSAND THREE HUNDRED THIRTY-FIVE (8,335) SQUARE FOOT CLUBHOUSE BUILDING WITH OUTDOOR COVERED PATIO, POOL, TOT LOT, TWO (2) TENNIS COURTS, AND TWO (2) PADEL COURTS; FOR THE PROPERTY LOCATED AT 4600 WOODLANDS BOULEVARD, TAMARAC, FLORIDA, (CASE NO. 10-SP-23); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Michael Nunziata, designated agent for the property owner, Clublink US Corp., is requesting Site Plan Approval (Major) to allow for the redevelopment of The Woodlands Recreation Pod for a proposed eight thousand three hundred thirty-five (8,335) square foot clubhouse building with outdoor covered patio, pool, tot lot, two (2) tennis courts, and two (2) padel courts for the property located at 4600 Woodlands Blvd., Tamarac, Florida (Case No. 10-SP-23); and

WHEREAS, the subject property ("Property") contains 6.116 acres, has a Future Land Use designation of "Commercial Recreation" per the City of Tamarac Future Land Use, and is zoned RC, Recreation, per the City of Tamarac Official Zoning Map; and

WHEREAS, the purpose of the Recreation zoning district is to provide for active and passive recreational activities; and

WHEREAS, pursuant to Section 10-3.2, Table 10-3.1 of the Land Development Code ("LDC"), Country Club use is permitted in the RC zoning district subject; and

WHEREAS, staff has determined that the standards outlined in Section 10-5.4(H)(6) of the LDC for Site Plan (Major) approval have been met; and

WHEREAS, pursuant to the provisions of the Land Development Code of the City of Tamarac, Florida, public notice has been given of the time and place of the public hearings; said public hearings have been held in accordance with the notice; and the public has been given an opportunity to be heard regarding the review of the petition for Site Plan Approval (Major); and

WHEREAS, the Director of Community Development recommends approval (with conditions); and

WHEREAS, the Planning Board recommended approval (with conditions) on June 5, 2024; and

WHEREAS, the City Commission has examined the application, in addition to staff and Planning Board recommendations; and

WHEREAS, the City Commission has determined that the application is consistent with the goals and objectives outlined in the Comprehensive Plan, or will be in compliance with all elements of the Comprehensive Plan prior to the issuance of a Certificate of Occupancy for the development; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interests of the business owners, residents and visitors of the City of Tamarac,

Florida to grant Site Plan (Major) approval with conditions to allow for the redevelopment of The Woodlands Recreation Pod for a proposed eight thousand three hundred thirty-five (8,335) square foot clubhouse building with outdoor covered patio, pool, tot lot, two (2) tennis courts, and two (2) padel courts for the property located at 4600 Woodlands Boulevard, Tamarac, Florida (Case No. 10-SP-23).

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 true and correct and hereby made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2: The application for Site Plan Approval (Major) to allow for the redevelopment of The Woodlands Recreation Pod for a proposed eight thousand three hundred thirty-five (8,335) square foot clubhouse building with outdoor covered patio, pool, tot lot, two (2) tennis courts, and two (2) padel courts for the property located at 4600 Woodlands Boulevard, Tamarac, Florida (Case No. 10-SP-23), is APPROVED subject to the following conditions:

1. Construction is to be in complete compliance with the plans and specifications submitted by the developer to the City of Tamarac and the approved engineering drawings.
2. Site plan Approval (Major) shall be void one (1) year after the date of approval

unless a building permit has been issued for the construction of all facilities provided in the site plan and construction is diligently pursued.

3. The Development Order is assignable, but assignment does not discharge any assignee from strict compliance with the order unless the City Commission consents to modify any of the original requirements.
4. Satisfaction of all the outstanding Development Review Committee comments from the review of the Site Plan Approval (Major) for The Woodlands – Recreation/Clubhouse Pod (Case #10-SP-23).
5. The applicant shall render payment of all applicable Development Impact Fees to the City prior to approval of any permit for vertical construction for the project.

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

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

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

[INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THIS _____ DAY OF _____ 2024.

_____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

_____
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

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

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

_____
HANS OTTINOT
CITY ATTORNEY

This Resolution was filed in the Office of the City Clerk on this ___ day of _____ 2024.

Woodlands Country Club
Recreation Pod
Major Site Plan Application

urban design studio

Urban Design
Land Planning
Landscape Architecture

Submitted October 3, 2023
Revised December 18, 2023
Revised April 26, 2024

REQUEST

On behalf of the applicant, 13th Floor Woodlands HB GP, LLC, please accept this Major Site Plan application to allow for the redevelopment of a 6.116-acre parcel within the Woodlands Country Club to provide the Woodlands community with a new recreational amenity center.

The Woodlands Country Club is generally located north of NW 44th Street, south of W. Commercial Boulevard, west of Rock Island Road, and east of NW 64th Avenue within the jurisdictional boundaries of the City of Tamarac. The Woodlands Country Club began operation in the early 1970s with a clubhouse, two 18-hole golf courses, and a community of approximately 890 single family homes surrounding the fairways. The golf course operations have since ceased and the clubhouse and all associated amenities have since been abandoned. A Land Use Plan Map Amendment and Rezoning for 165.53 acres of the Woodlands community formerly utilized as fairways was approved by the City Commission on March 22, 2023 to allow for up to 335 single-family homes to be added to a portion of the land that was formerly fairways. As part of the Land Use Plan Map Amendment and Rezoning, the applicant committed to maintain 109.93 acres of the former fairways as open and amenity space. A Major Site Plan application requesting approval of the new residential development and approval of the dedicated open space to include multi-purpose paths, pocket parks and exercise stations, is currently under City review and in the public hearing process. The 6.116 acre parcel subject to this application is part of the 109.93 acres of dedicated open space and is the historic location of the former Golf Clubhouse and associated amenities and structures. With this Major Site Plan application, the applicant is requesting approval to raze the parcel to allow for the construction of a new state-of-the-art recreational amenity center for the Woodlands community.

LOCATION OF SUBJECT SITE AND ADJACENT LAND USE AND ZONING

The Woodlands Country Club is located at the southwest corner of the jurisdictional boundary of the City of Tamarac. The properties north and east of the Woodlands Country Club are located within the jurisdictional boundaries of the City of Tamarac, and the properties located south and west of the Woodlands are located within the jurisdictional boundaries of the City of Lauderhill.

The 6.116-acre recreation parcel is immediately south of the intersection of Woodlands Boulevard and Mulberry Drive. The parcel has a land use designation of Recreation. The parcel has a Zoning designation of Recreation (RC). The residential zoned properties within the Woodlands community have a Land Use designation of Low (5) Residential, and Low (5) Residential restricted to (0-3) du/ac,

and have a Zoning designation of Residential Estate. The proposed recreational center is compatible with the adjacent Land Use and Zoning designations of the surrounding properties.

PROJECT DETAILS

The recreational amenity parcel has been designed to foster a sense of community, promote well-being, and to provide spaces for social interaction and personal growth through the provision of a variety of indoor and outdoor amenities. The recreational amenity parcel has been designed to locate the clubhouse and outdoor amenities central to the parcel, away from adjacent homes and to provide appropriate landscape buffers and architectural details that complement the existing Woodlands community.

Clubhouse

The focal point of the recreational amenity center is a new state-of-the-art 8,336 square foot Clubhouse that is situated in the center of the parcel. The project architect has carefully considered the design and style of the building, taking into account the mid-century architecture prevalent in the surrounding Woodlands community. The proposed community center embodies a contemporary mid-century architectural style, characterized by clean lines, minimal ornamentation, and a harmonious integration with the natural surroundings. This design approach not only complements the existing homes within the neighborhood but also creates a cohesive and unified aesthetic. One of the prominent features of the community center is its tall floor-to-ceiling windows. These expansive windows flood the interior spaces with abundant natural light, creating a welcoming and vibrant atmosphere, and they establish a visual connection between the indoor and outdoor environments, allowing for a seamless integration of the community center with its surroundings. To accentuate the openings in the façade and create visual interest, a combination of stucco and wood veneer has been incorporated into the design. These materials add warmth and texture to the building's exterior, while also providing a subtle contrast to the contemporary design elements. This blend of materials creates a visually appealing composition that is both visually striking and harmonious with the existing architectural context. The community center also features a tall entryway that serves as a focal point, emphasizing the importance of the building as a gathering space for residents. The grand entrance not only provides a sense of arrival but also symbolizes the welcoming nature of the community center, inviting individuals of all ages to engage and participate in the activities within. Moving to the interior, the community center offers a diverse range of meeting and activity spaces designed to cater to various needs and interests. These spaces include a versatile event/gathering area, multiple exercise and gym spaces, art/media rooms, game rooms, as well as separate men's and women's bathrooms and lockers. Additionally, an administrative office and a fully equipped warming kitchen and a spacious dining area have been incorporated to accommodate social gatherings and shared meals.

Overall, the proposed community center embraces a contemporary mid-century architectural style that harmonizes with the existing and proposed homes within the Woodlands community. With its tall floor-to-ceiling windows, stucco and wood veneer accents, and a pronounced entryway, the building embodies modern aesthetics and creates a welcoming and inclusive environment for all residents.

Outdoor Amenities

The new Clubhouse is complemented by a full-size swimming pool and hot tub with a generous pool deck and a covered terrace and patio seating area adjacent to the warming kitchen. The recreational amenity parcel also includes two tennis courts, two padel courts, and a tot lot. A shade structure is provided between the tennis courts, and benches are provided at the padel courts, to allow for comfortable play during the day. Court lighting is provided for the tennis courts and padel courts to allow for the use of the courts in the early evening. Bike racks, benches, trash receptacles and pedestrian scaled bollard lighting are provided adjacent to the tot lot to provide an inviting place for families to enjoy.

Other Amenities

The parcel is also proposed to accommodate a centralized mail delivery station, and a school bus stop. A paver cross walk is provided from the parking field to the bus stop and bike racks and benches are provided adjacent to the bus stop. Sidewalks are provided within the parking field allow for access to the mail kiosk. Approximately 49 additional parking spaces, above that required for the clubhouse, are provided to accommodate the mail kiosk, vehicles dropping off children at the bus stop, and guest parking. Section 10- 4.3(D)(5)(b)(i) of the Land Development Code allows for an exemption for the provision of parking in amount greater that 125% of the minimum needed for the primary use when the proposed development has unique or unusual characteristics. In this case, the proposed clubhouse parcel will accommodate parking for other community amenities including the mail kiosk, bus stop and guest parking. The parcel is also proposed to accommodate two Electric Vehicle charging stations.

Vehicular and Pedestrian Access

Effort has been made to facilitate comfortable access to the parcel. The recreation amenity parcel is accessible by vehicular traffic from Mulberry Drive, in the approximate location of the historical access point to the parcel, and from Pod G. It is envisioned that residents will also utilize the 6+ mile recreational trail/sidewalk network, which is being built as part of the development of the new residential pods, to access the recreation amenity parcel. The recreation amenity parcel is accessible to pedestrians from the south via the sidewalk network in Pod G, from the north via the recreational trail/sidewalk network from Pod E, and from the west via recreational trail/sidewalk network from Open Space 2. To provide additional comfort, where the recreational trail/sidewalk network crosses a roadway or vehicular drive a paver crosswalk is provided to slow the speed of any vehicular traffic.

Landscaping

The recreational amenity parcel has been designed to locate the clubhouse and outdoor amenities central to the parcel, away from adjacent homes. A large lake with decorative water fountain is provided in the northern portion of the parcel providing a view window from Woodlands Boulevard across the lake to the new clubhouse, and provides for dense visual buffer and sound mitigation. A landscape buffer with a Podocarpus hedge, Live Oaks, and Crape Myrtle trees are provided at the lake's edge adjacent to Woodlands Boulevard and Mulberry Drive. The swimming pool deck is provided a Clusia and Sea Grape hedge, the tot lot a Clusia hedge, and the tennis and padel courts a Red Tip

Cocoplum hedge to provide sound and visual buffering. Foundation plantings, including Christmas Palms, Brazilian Beautyleaf, Japanese Privet Alexander Palms, Foxtail Palms, shrubs, and groundcover accent the building design and window locations. Live Oaks are provided adjacent to the tot lot to provide shade. The remainder of the site is planted with a variety of canopy trees and palms in character with the naturalistic landscape conditions of the Woodlands community.

Community Participation

The clubhouse and outdoor amenities will be open to existing residents and homeowners of the Woodlands community for an initial monthly fee not to exceed $100. This monthly fee for existing residents is subject to increases on an annual basis based on operating costs and expenses.

CITY'S REVIEW CRITERIA FOR MAJOR SITE PLAN APPROVAL

10-5.4 – Application – Specific Review Procedures

(H) Site Plan Approval
(3) Major Site Plan Approval Procedure. Table 10-5.1: and the following subsections identify those steps in the common review procedure (see §10-5.3) applicable to the review of Major Site Plan Approval applications and note any specific variations of, or additions to, those review steps.

(a) Pre-Application Staff Conference. The applicant shall hold a pre-application conference with City staff in accordance with §10-5.3(B).

The Applicant and Staff met on September 29, 2023 for a pre-application conference regarding the Major Site Plan application for the Woodlands Recreation Pod.

(b) Pre-Application Neighborhood Meeting. The applicant shall hold a pre-application neighborhood meeting in accordance with §10-5.3(C).

Pursuant to City Code section 10-5.3(C), the Applicant will hold a pre-application neighborhood meeting in accordance with standard procedures at least 21 days before the first public hearing for the application.

(c) Application Submittal and Acceptance. The application shall be submitted and accepted, and may be withdrawn, in accordance with §10-5.3(D), except that the application shall include a site plan. In addition to the materials required by the administrative manual, the following studies may be required at the Director's discretion: a natural resources survey or resource management plan, a traffic study, conceptual engineering plans, parking study, architectural review and consultant fee, feasibility analysis, a phasing plan, and any other study the Director's deems appropriate.

The City provided the applicant with a "Site Plan Submittal Checklist" indicating the required submittal items. The Applicant has provided all required submittal items.

(d) Staff Review and Action. The Director shall review the application and prepare a staff memorandum and recommendation in accordance with §10-5.3(E).

Noted.

(e) Planning Board Review and Action

(i) The Planning Board shall review the application, hold a quasi-judicial public hearing, and make a recommendation in accordance with §10-5.3(G).

(ii) The recommendation shall be one of the following:

A. Recommend approval of the application as submitted;

B. Recommend approval of the application subject to conditions;

C. Recommend denial of the application

Acknowledged.

(f) City Commission Review and Decision

(i) The City Commission shall review the application, hold a quasi-judicial public hearing and decide the application in accordance with §10-5.3(H).

(ii) The decision shall be one of the following:

A. Approve the application as submitted;

B. Approve the application subject to conditions;

C. Deny the application; or

D. Remand the application back to the Director and Planning Board for further consideration. (This may require further public hearing notice and additional review fees.)

(iii) The timeframes for setting a hearing provided herein may be extended by written request of the applicant.

Acknowledged.

(6) Site Plan Approval Standards. An application for Major Site Plan Approval or Minor Site Plan Approval shall be approved only if the Planning Board or Director, as appropriate, determines that the proposed development:

(a) Will be consistent with the Comprehensive Plan;

The 6.16-acre Recreation Pod has a land use classification of Recreation and has historically been utilized as the recreational center of the Woodlands Community. The Pod's continued use for the recreational center of the Woodlands Community is consistent with the Comprehensive Plan which states that land with a Recreation land use classification is permitted to be used for, "active and passive recreation, golf courses, campgrounds, boat ramps/docks, outdoor cultural, educational and civic facilities, and accessory concessions."

Additionally, the proposed site plan will be consistent with the Comprehensive Plan. Specifically, the site meets the following goals and policies of the Future Land Use Element:

Goal: The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety, and welfare.

Objective 1: The City of Tamarac intends to promote orderly growth and development through the adoption, maintenance, and implementation of its Future Land Use Element.

Policy 1.4: 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.

Objective 9: The City of Tamarac will continue to keep in place subdivision and other land development regulations which promote well planned, orderly, and attractive development which is consistent with the City's adopted Capital Improvement Element and with the policies of the Broward County Land Use Plan.

Objective 10: The City will continue to lead by example and implement land use controls which promote 'green practices' and communities that are attractive, well maintained, and that contribute to the health, safety, and welfare of residents and users.

(b) Will comply with applicable district, use, and development standards in this Code; and

The 6.16-acre Recreation Pod has a zoning classification of Recreation (RC) and has historically been utilized as the recreational center of the Woodlands Community. The Pod's continued use for the recreational center of the Woodlands Community is consistent with the applicable zoning district. The submitted plans comply with the development standards in the City's Code, to the best of the applicant's knowledge.

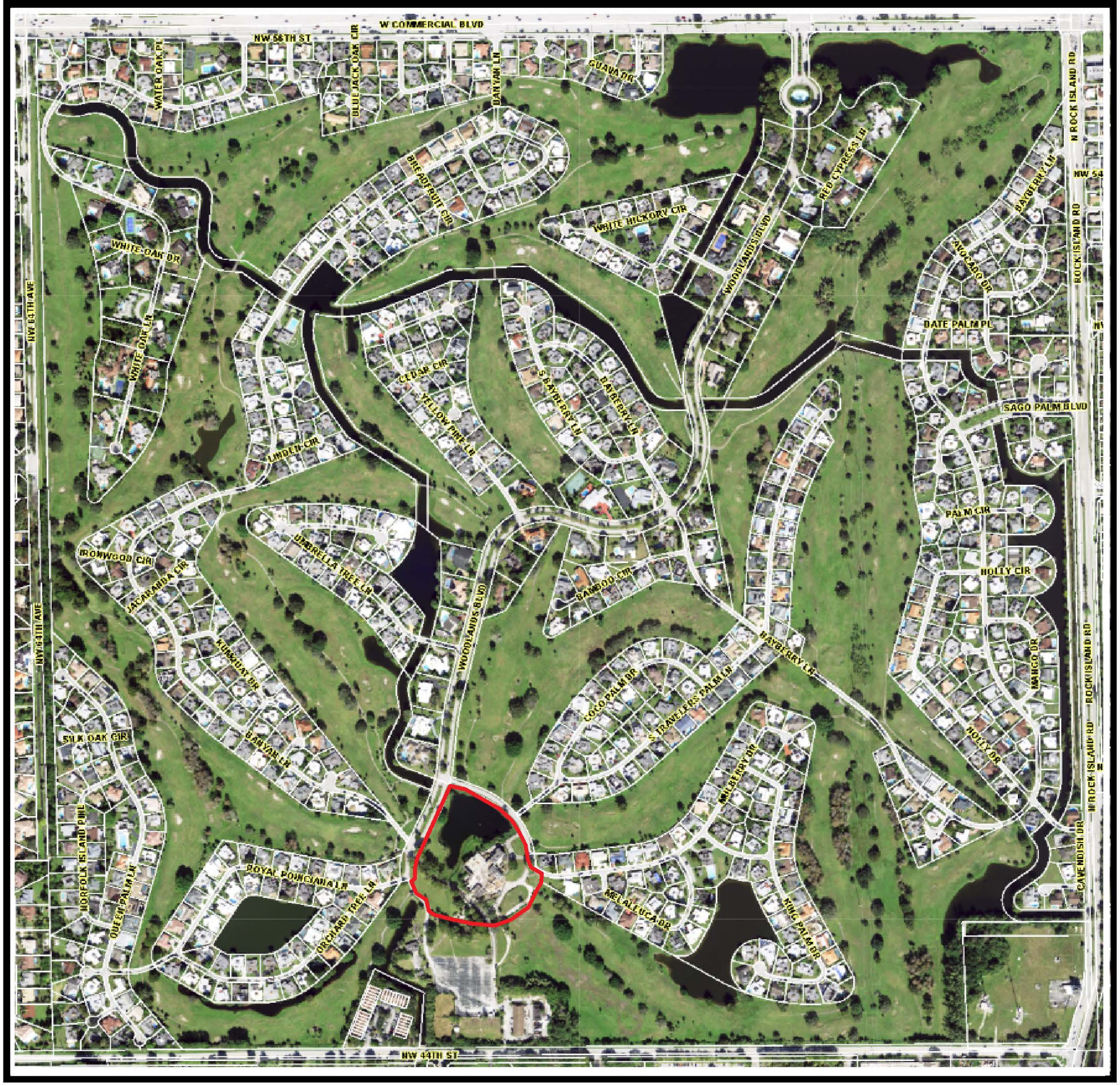
(c) Will comply with all requirements and conditions of approval.

The Applicant will work diligently and collaboratively with the City to ensure that all requirements and conditions of approval are met.

CLOSING

Thank you for your consideration of the submitted Major Site Plan application. Should you have any questions or require additional information, please do not hesitate to contact Lindsay Murphy (lmurphy@udsflorida.com).

The Woodlands - Recreation/Clubhouse Pod
Site Plan Approval (Major)
Case No. 10-SP-23

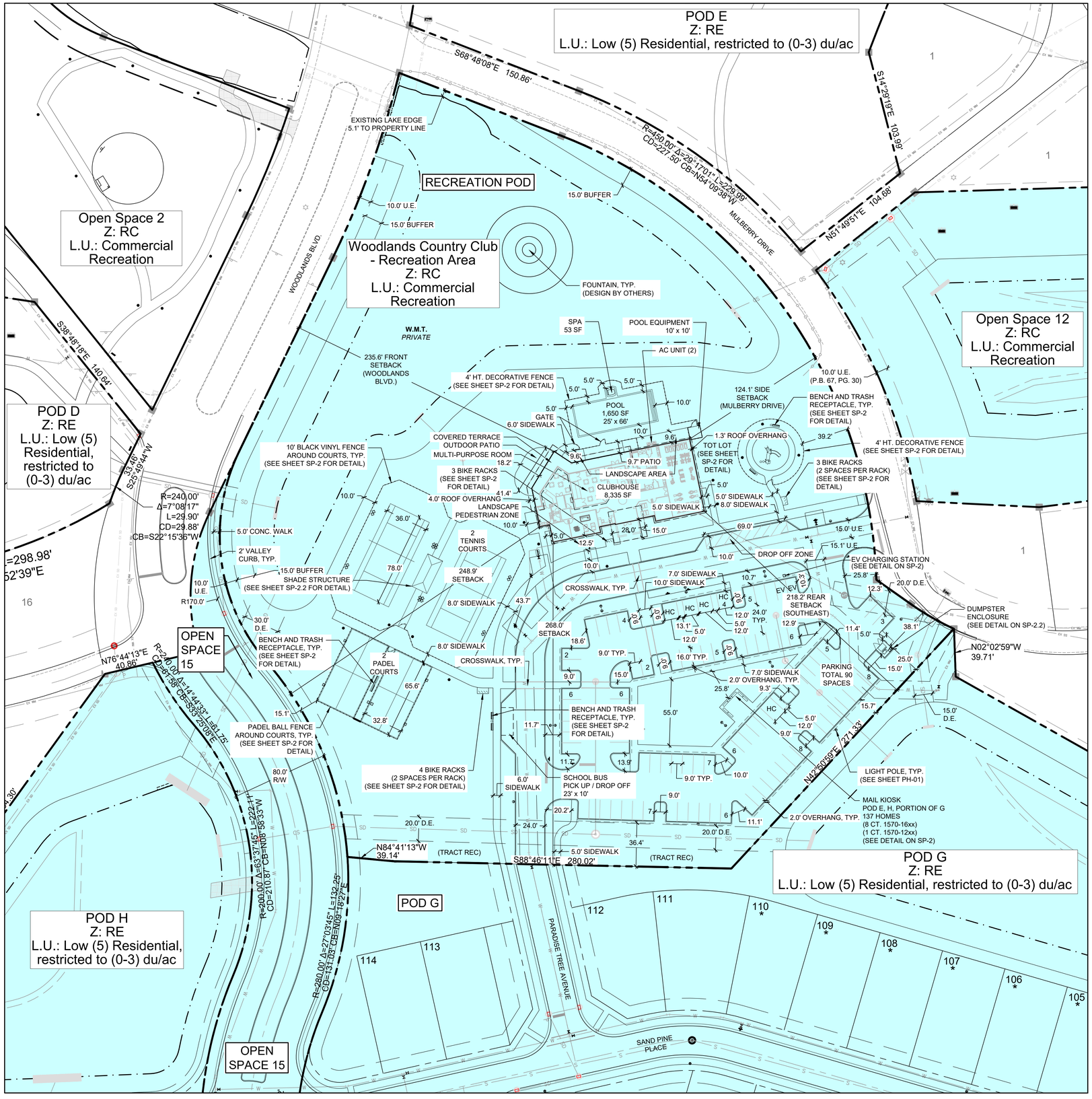


Subject Property

TAMARAC

The City For Your Life

Maxine Calloway, Director
Community Development
7525 NW 88 Avenue
Tamarac, FL 33321
Telephone (954) 597-3530



RECREATION POD SITE DATA

GROSS AREA:	6.116 AC. (266,412.96 SF)
LAND USE:	COMMERCIAL RECREATION
ZONING:	RECREATION (RC)

TOTAL PERVIOUS AREA:
- PASSIVE OPEN SPACE: 47,202.37 (18%)
- LAKE TRACT (LME & WATER): 57,934.8 (21%)
- PROVIDED (TOTAL): 105,137.17 SF (39%)

TOTAL IMPERVIOUS AREA:
- BUILDING COVERAGE ROOFED AREA: 8,196 SF (3%)
- VEHICULAR USE AREA: 62,083.66 SF (23.9%)
- SIDEWALKS, HARDSCAPE: 90,996.13 SF (34.1%)
- PROVIDED (TOTAL): 161,275.79 SF (61%)

BUILDING SETBACKS

	REQUIRED	PROVIDED
FRONT (WOODLANDS BLVD.)	25'	235.6'
REAR (SOUTHEAST)	25'	218.2'
SIDE (MULBERRY DR.)	25'	124.1'

BUILDING INFORMATION

BUILDING HEIGHT PERMITTED:	60'-0"
BUILDING HEIGHT PROPOSED:	17'-2"
GROUND FLOOR:	8,335 SF
UNDER AIR: 7,264 SF	

PARKING

REQUIRED:	41 SPACES
BUILDING @ 6,509 SF (1 / BLDG. 200 SF = 33)	
MULTI-PURPOSE ROOM @ 755 SF (1/100 SF = 8)	
PROVIDED:	90 SPACES*
5 ACCESSIBLE SPACES	
85 AUTO SPACES (INCLUDES 2 EV SPACES)	
BIKE PARKING REQUIRED:	20 BIKE SPACES
BIKE PARKING PROVIDED:	10 RACKS (20 BIKE SPACES)

**EXEMPT TO MAXIMUM PARKING REQUIREMENT VIA SECTION 10-4.3(D)(5)(b)(i)*

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Woodlands Country Club
4600 Woodlands Boulevard
Tamarac, Florida
Site Plan - Recreation Pod

NORTH

0 20' 40' 80'
Scale: 1" = 40'-0"

Date:	09.26.2023
Project No.:	16-080.000
Designed By:	JEB
Drawn By:	JEB
Checked By:	KGT

Revision Dates:
09.26.2023 RESUBMITTAL
04.26.2024 RESUBMITTAL

SP-1
of 2.2

Kimley»Horn

September 26, 2023

Karl B. Peterson, P.E.
KBP Consulting, Inc.
8400 N University Drive, Suite 309
Tamarac, FL 33321

RE: ***Woodlands – Recreational Amenity Pod (Clubhouse) Traffic Statement***
Tamarac, Florida
Kimley-Horn #140248005

Dear Karl:

The following trip generation statement has been undertaken to identify the trip impacts associated with the proposed clubhouse to be developed in the recreational amenity pod for the Woodlands residential development. The overall site is located within an area bordered on the east by Rock Island Road, the south by NW 44th Street, the west by NW 64th Avenue, and the north by Commercial Boulevard. Figure 1 illustrates the location of the overall site and the location of the recreational amenity pod which contains the proposed clubhouse within the site.

Trip Generation Determination

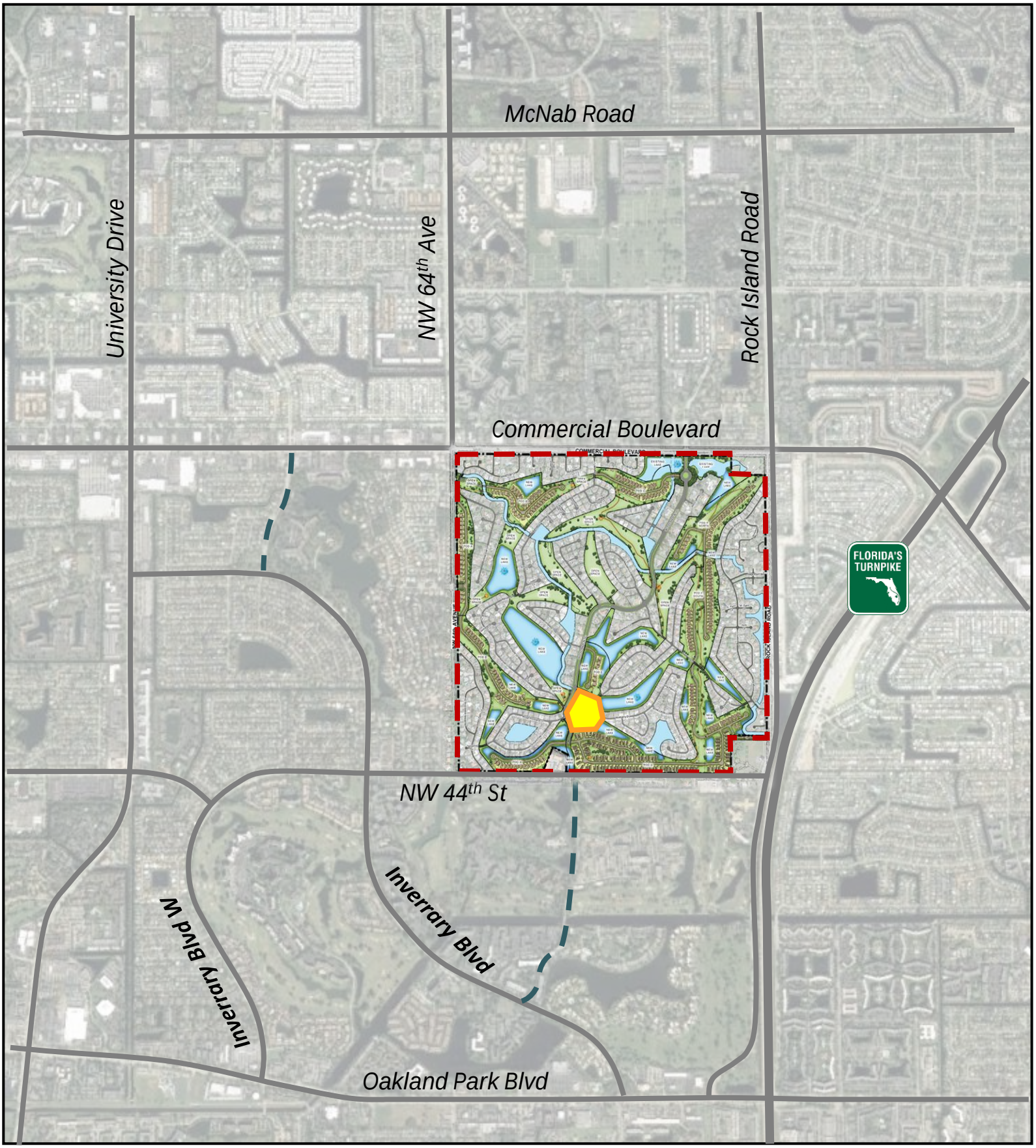
Table 1 below provides a summary of the total proposed traffic generated by the Woodlands redevelopment upon full buildout, which has previously been performed as a separate analysis.

Table 1: Woodlands – Trip Generation Summary

Land Use	Intensity		Daily Trips	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
Existing Scenario >5 Years									
Single-Family Detached Housing	892	DU	8,420	660	165	495	883	556	327
Golf Course	36	Holes	1,094	63	50	13	105	56	49
Net Existing External Trips			*9,514*	*723*	*215*	*508*	*988*	*612*	*376*
Proposed Scenario									
Single-Family Detached Housing	1,227	DU	11,583	908	227	681	1,215	765	450
Net Proposed External Trips			*11,583*	*908*	*227*	*681*	*1,215*	*765*	*450*
Proposed Net External Trips-Existing Net External Trips			**2,069**	**185**	**12**	**173**	**227**	**153**	**74**

Land Use	Daily	AM Peak Hour	PM Peak Hour	Land Use
Single-Family Detached Housing	9.44 trips/DU	0.74 trips/DU (25% in, 75% out)	0.99 trips/DU (63% in, 27% out)	210
Golf Course	30.38 trips/hole	1.76 trips/hole (79% in, 21% out)	2.91 trips/hole (53% in, 47% out)	430

For this current application, the clubhouse serving the residential community is proposed to be built in the recreational amenity pod on site. The proposed clubhouse is considered ancillary to the total residential uses included in the overall master plan of development, as it is an amenity that serves the residents within the community. Residents will access the clubhouse with fobs to enter the facility and the proposed mailboxes that serve the residents of the community. Therefore, trips to and from the clubhouse are internalized within the community, and the net external trip impact of the clubhouse is expected to be negligible.



LEGEND

SITE BOUNDARY

MAJOR ROAD NETWORK

AMENITY POD LOCATION

NORTH

FIGURE 1
SITE LOCATION
WOODLANDS

Kimley»Horn

#140248

Summary

As noted herein, the incremental development of a residential clubhouse has been accounted for in the overall master plan for the Woodlands project. Because the clubhouse is an ancillary use for the residential units within the Woodlands community, no net external trips are expected to be generated by this proposed development.

Please contact me via telephone at (561) 840-0248 or via e-mail at chris.heggen@kimley-horn.com should you have any questions regarding this information.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Christopher W. Heggen, P.E.
Transportation Engineer

Florida Registration
Number 58636
Registry No. 35106

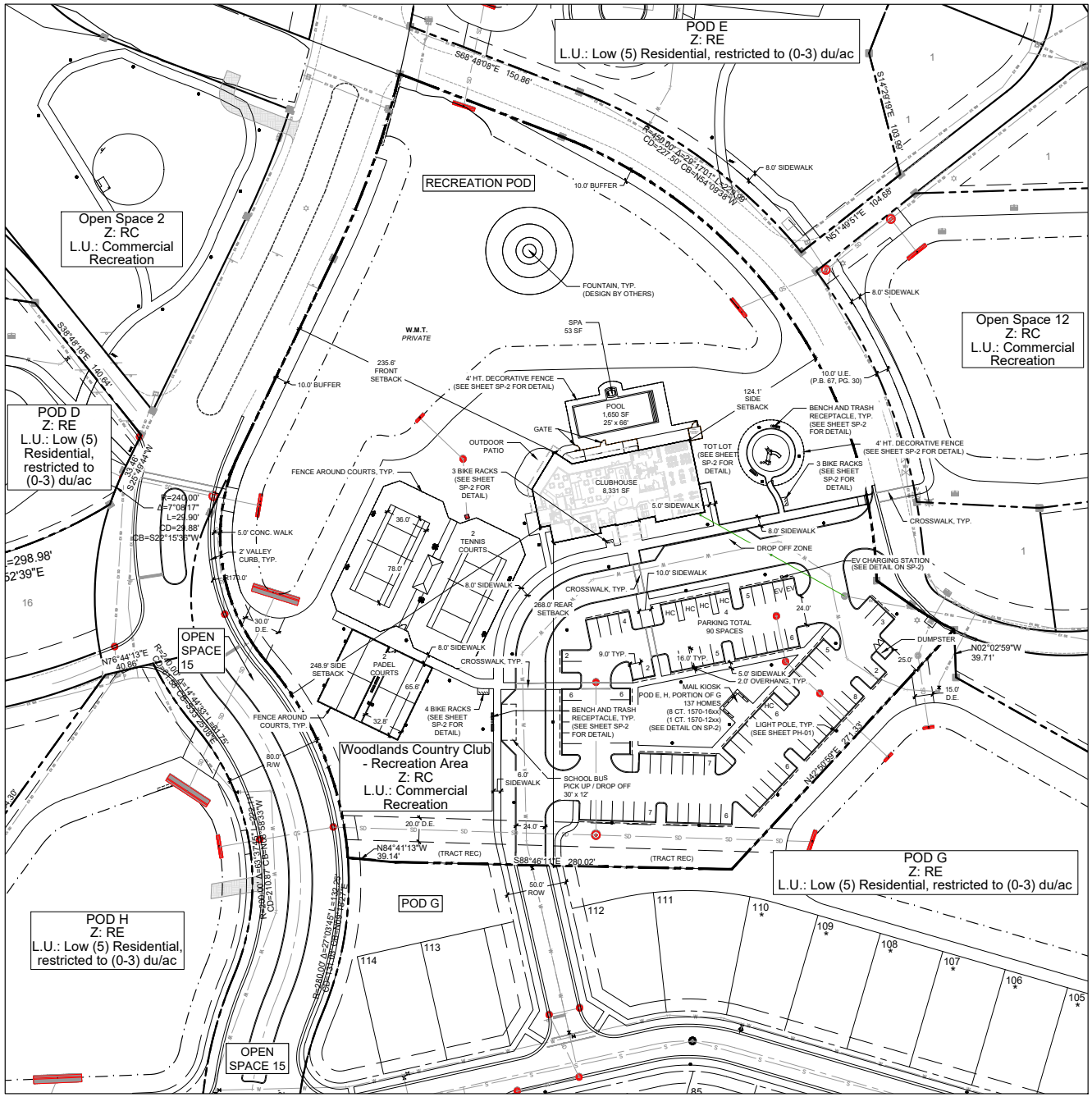
CHRISTOPHER W. HEGGEN
LICENSE
No. 58636
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

This item has been electronically signed and sealed by Christopher W. Heggen, P.E. using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Christopher W Heggen
2023.09.26
10:04:06 -04'00'

Attachments

k:\wpb_tpto\1402\140248005 - woodlands\clubhouse\2023-9-26 woodlands clubhouse traffic.docx



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VEHICULAR USE AREA: 62,083.66 SF (23.9%)
SIDEWALKS, HARDSCAPE: 90,996.13 SF (34.1%)
PROVIDED (TOTAL): 161,275.79 SF (61%)

BUILDING SETBACKS

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REAR	25'	268.9'
SIDE (EAST)	25'	124.1'
SIDE (WEST)	25'	248.9'

BUILDING INFORMATION
BUILDING HEIGHT PERMITTED: 60'-0"
BUILDING HEIGHT PROPOSED: 17'-2"
GROUND FLOOR: 6,494 SF
UNDER AIR: 6,494 SF

PARKING
REQUIRED: 40 SPACES
BUILDING @ 6,494 SF (1 / BLDG. 200 SF = 32)
GATHERING SPACE @ 720 SF (1/100 SF = 8)
PROVIDED: 90 SPACES
5 ACCESSIBLE SPACES
85 AUTO SPACES (INCLUDES 2 EV SPACES)

BIKE PARKING REQUIRED: 20 BIKE SPACES
BIKE PARKING PROVIDED: 10 RACKS (20 BIKE SPACES)

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Landscape Architecture
Communication Graphics
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www.udkstudios.com
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Woodlands Country Club

Tamarac, Florida
Site Plan - Recreation Pod

Drawing name: H:\UDK\Woodlands Country Club - 16-080\1Site Plan\ Site Plan\16-080-SP-1(Recreation).dwg

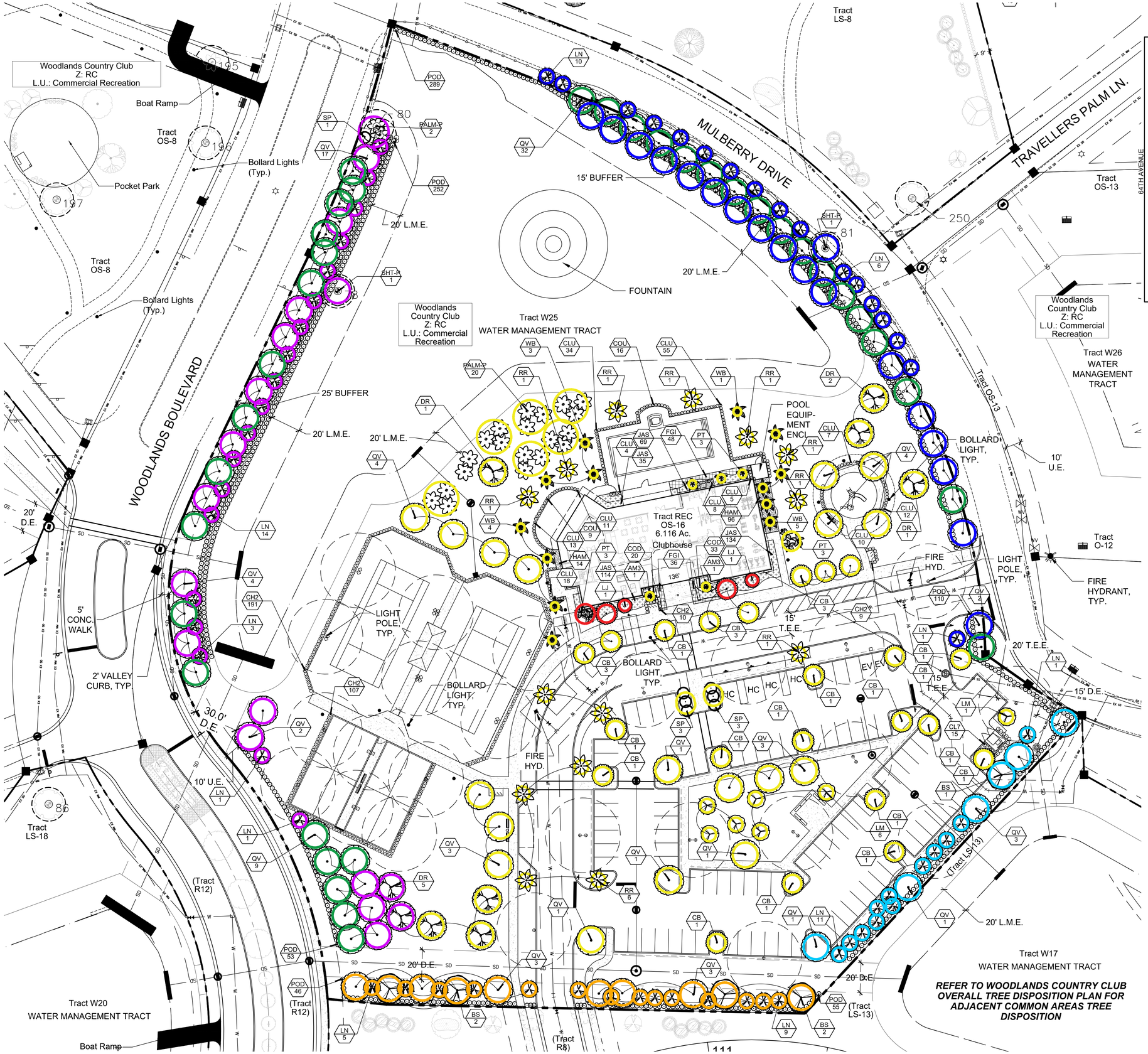
NORTH

0 20' 40' 80'
Scale: 1" = 40'-0"

Date:	10.29.19
Project No.:	16-080.000
Designed By:	JEB
Drawn By:	JEB
Checked By:	KGT

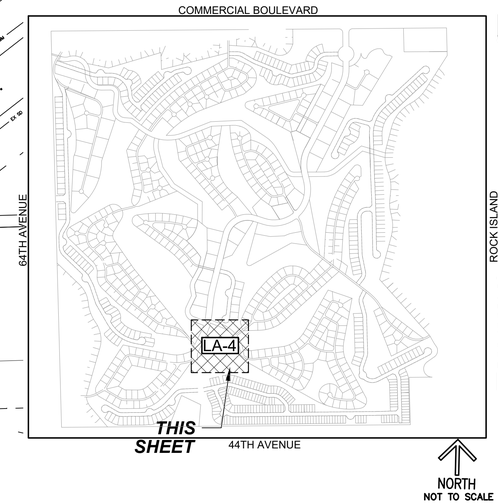
Revision Dates:
10.29.19 SUBMITTAL
02.25.20 RESUBMITTAL
08.25.20 RESUBMITTAL
12.17.21 RESUBMITTAL
05.24.23 RESUBMITTAL
06.09.23 RESUBMITTAL

SP-1
of 2



REFER TO WOODLANDS COUNTRY CLUB OVERALL TREE DISPOSITION PLAN FOR ADJACENT COMMON AREAS TREE DISPOSITION

SHEET KEY MAP



LANDSCAPE DATA LEGEND

PERVIOUS LANDSCAPE AREA REQUIRED LANDSCAPE:	
WOODLANDS BOULEVARD BUFFER (WEST):	
MULBERRY DRIVE BUFFER (NORTHEAST):	
SOUTH PERIMETER BUFFER (SOUTH):	
SOUTHEAST PERIMETER BUFFER (SOUTHEAST):	
STREET TREES:	
LANDSCAPE PEDESTRIAN ZONE:	

PLANTING NOTES:

1) GRASS TO BE PROVIDED IN LANDSCAPE AREAS AS FOLLOWS:
   - R/W SWALES = ST. AUGUSTINE 'FLORATAM' SOD
   - OPEN SPACE = BAHIA GRASS

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Digitally signed by Helen L Cohen
Date: 2024.04.24 07:44:24 -04'00'

Woodlands Country Club Recreation Tract & Clubhouse

4600 Woodlands Boulevard
Tamarac, Florida
Landscape Plan

H:\JOBS\Woodlands Country Club_16-080\13th Floor fmr_DES_.000\Drawings\Landscape Plan\2024-04-26 REC PUD & CLUBHOUSE LP - 3RD RESUBMITTAL.dwg

NORTH

0 15' 30' 60'
Scale: 1" = 30'-0"

Date:	June 19, 2023
Project No.:	16-080.001
Designed By:	HLC
Drawn By:	HLC
Checked By:	LM

Revision Dates:

08.17.23 REC TRACT INITIAL SUBMITTAL
09.22.23 REC TRACT RESUBMITTAL
12.18.23 REC TRACT RESUBMITTAL
04.26.24 REC TRACT RESUBMITTAL

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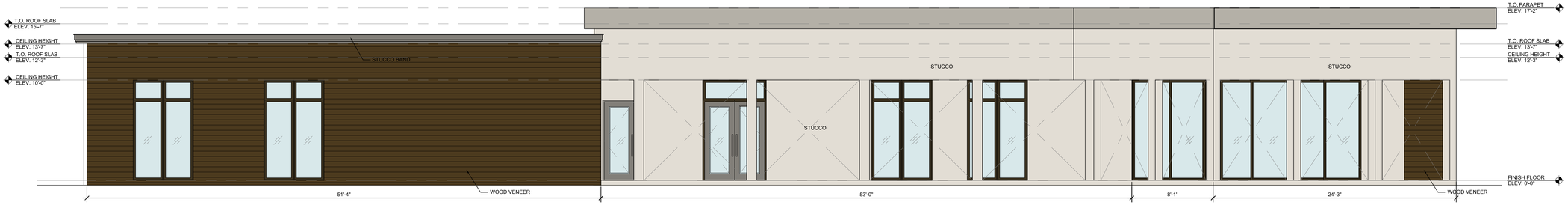
LA- 2

of 7

FRONT SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



REAR NORTH ELEVATION
SCALE: 1/4" = 1'-0"

RIGHT EAST ELEVATION
SCALE: 1/4" = 1'-0"

LEFT WEST ELEVATION
SCALE: 1/4" = 1'-0"

Scheme 1	PRIMARY	SECONDARY	ACCENT/TRIM
	Egret White SW7570	Dorian Gray SW7017	Gauntlet Gray SW7019

ISSUANCE FOR

☐ BIDDING ☐ CONSTRUCTION ☐ PERMIT

STATE OF FLORIDA
EDWARD SILVA
AR0011131
REGISTERED ARCHITECT

REV#1 REV#2 REV#3 REV#4

AFFIX SEAL HERE

THESE PLANS THE WORK THEREON AND THE ART TO BE USED WITHOUT PROPER COMPENSATION FOR ANY OTHER WORK WITHOUT THE PRIOR WRITTEN CONSENT OF E.S.A. DESIGN GROUP. REPRODUCTIONS OF DRAWINGS AND OR SPECIFICATIONS WITHOUT WRITTEN CONSENT IS PROHIBITED.

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Client: 13TH FLOOR HOMES
Address: 4600 WOODLANDS DRIVE
Address: TAMARAC, FL 33319
Phone:
Plan: ELEVATIONS
WOODLANDS COMMUNITY CENTER

Job No.:
Drawn By:
Scale: 1/4" = 1'-0"
Date :
Lot:
Block:

EDWARD SILVA, ARCHITECT
REG. No. 0011131
8900 SW 117 AVE #B107, MIAMI, FLORIDA 33186
(305) 275-8383 / FAX - (305) 275-8381

E.S.A. QUALITY DESIGN

A-4
of

F:\JOB_DRIVE\13th floor\Woodlands\Community Center\WORKING DRAWINGS\A-4 ELEVATIONS.dwg, 12/8/2023 5:28:51 PM, Adobe PDF

TAMARAC
The City For Your Life

CITY COMMISSION AGENDA ITEM REPORT

DATE:	June 10, 2024
SUBMITTED BY:	Kimberly Dillon
ITEM TYPE:	Discussion Item
AGENDA SECTION:	**OTHER**
TITLE:	Discussion and Direction to city staff on enforcing Section 6-156 (b) (2) of the Tamarac Procurement Code. *Requested by Commissioner Elvin Villalobos*

ATTACHMENTS:
Commission_Agenda_Request_Form_M33GrSSM3lGfO4fm.pdf

Commission Agenda Request Form

Requested by: Elvin Villalobos, District 3

Date: 06/10/2024

Agenda Item Title:
Solicitation or Acceptance of Gifts

Item Description:
Direction to City Staff with Action

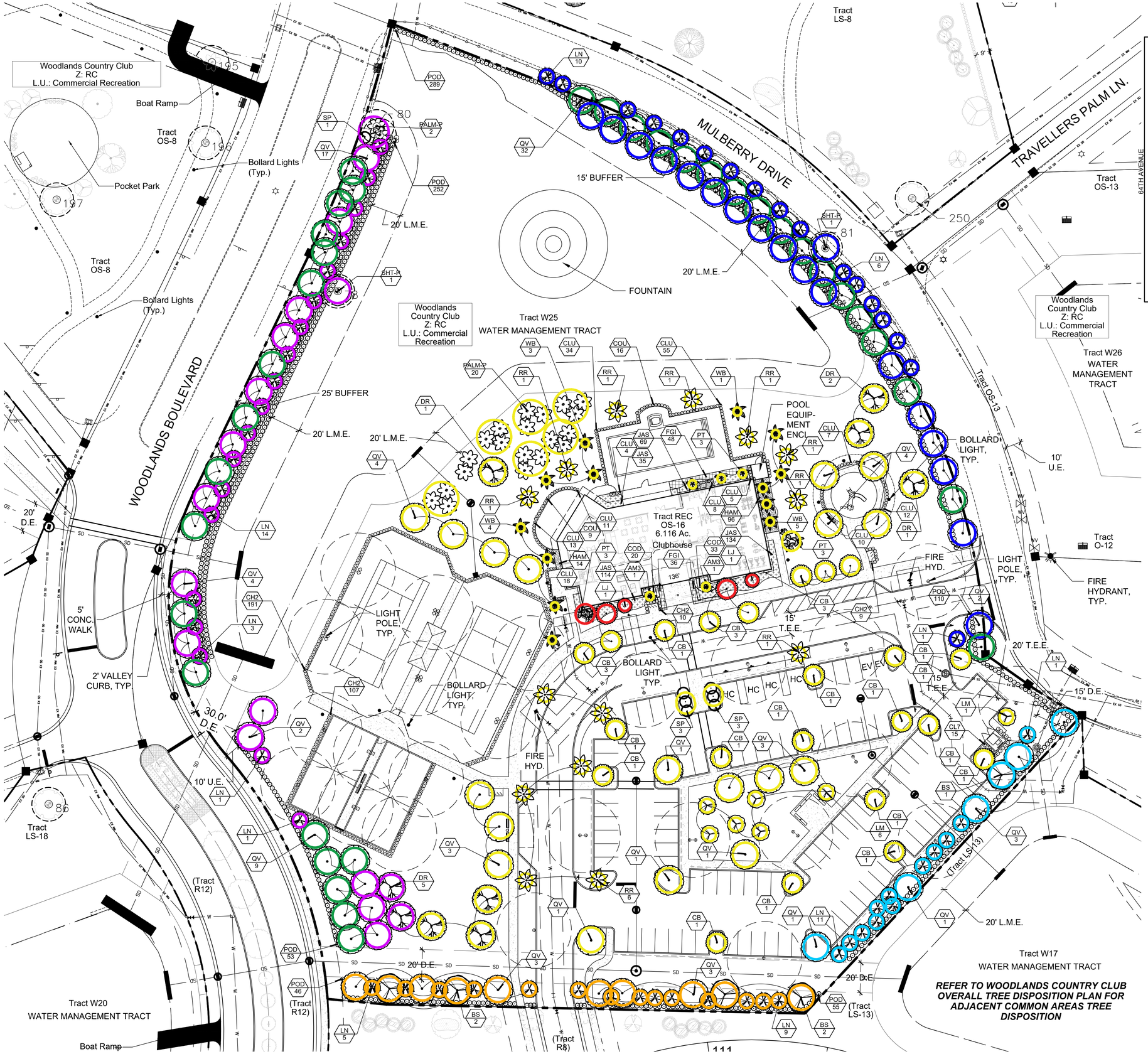
Proclamation Request:

Key to the City Request:

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

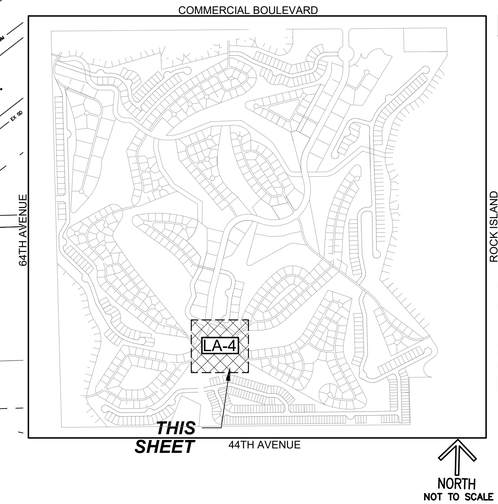
☑ **There are no additional materials, or attachments, being provided for this item.**

eSigned via SeamlessDocs.com
elvin a villalobos
Key: 1dacc9970e1876684e959e225bdc9e35



REFER TO WOODLANDS COUNTRY CLUB OVERALL TREE DISPOSITION PLAN FOR ADJACENT COMMON AREAS TREE DISPOSITION

SHEET KEY MAP



LANDSCAPE DATA LEGEND

PERVIOUS LANDSCAPE AREA REQUIRED LANDSCAPE:	
WOODLANDS BOULEVARD BUFFER (WEST):	
MULBERRY DRIVE BUFFER (NORTHEAST):	
SOUTH PERIMETER BUFFER (SOUTH):	
SOUTHEAST PERIMETER BUFFER (SOUTHEAST):	
STREET TREES:	
LANDSCAPE PEDESTRIAN ZONE:	

PLANTING NOTES:

1) GRASS TO BE PROVIDED IN LANDSCAPE AREAS AS FOLLOWS:
   - R/W SWALES = ST. AUGUSTINE 'FLORATAM' SOD
   - OPEN SPACE = BAHIA GRASS

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Digitally signed by Helen L Cohen
Date: 2024.04.24 07:44:24 -04'00'

Woodlands Country Club Recreation Tract & Clubhouse

4600 Woodlands Boulevard
Tamarac, Florida
Landscape Plan

H:\JOBS\Woodlands Country Club_16-080\13th Floor fmr_DES_.000\Drawings\Landscape Plan\2024-04-26 REC PUD & CLUBHOUSE LP - 3RD RESUBMITTAL.dwg

NORTH

0 15' 30' 60'
Scale: 1" = 30'-0"

Date:	June 19, 2023
Project No.:	16-080.001
Designed By:	HLC
Drawn By:	HLC
Checked By:	LM

Revision Dates:

08.17.23 REC TRACT INITIAL SUBMITTAL
09.22.23 REC TRACT RESUBMITTAL
12.18.23 REC TRACT RESUBMITTAL
04.26.24 REC TRACT RESUBMITTAL

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