



CITY OF TAMARAC REGULAR CITY COMMISSION MEETING

Commission Chambers

June 23, 2021

7:00 PM

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Miss Sama Francois

INTRODUCTION

1. CITY ATTORNEY REPORT

2. CITY MANAGER REPORT

a. Legislative Update - Senator Perry Thurston, District 33

b. Award to the Winner of the "Name the Dog" Contest

Adoni Wollaston - Grade 5, Challenger Elementary

Student will read the winning essay and presented with the prizes by the City Commission

Commission District(s): District 4

c. Employee Service Awards

5 Years of Service

Sal Innusa

Troy Wilbanks

Amber Davenport

Hana Davis

10 Years of Service

Willie Conde

Zaira Desiderio

15 Years of Service

Paul Barrows

20 Years of Service

Marshall Seals

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. There will be a thirty (30) minute aggregate time limit for this item. 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 members of the City Commission on any matter, including items on the agenda, may submit their comments by 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 public comments are made during any public meetings. 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 that 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 to the Commission's attention after publication.

4. CONSENT AGENDA

Items listed under Consent Agenda are viewed to be 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 separately.

- a. Approval of the April 28, 2021 - Amended Virtual City Commission Minutes**
- b. Approval of the May 26, 2021 - City Commission Workshop Meeting Minutes**
- c. Approval of the May 26, 2021 - City Commission Meeting Minutes**

d. TR13613 - Diversity, Equity & Inclusion Board Appointments

A Resolution of the City Commission of the City of Tamarac, Florida, appointing five members to the Diversity, Equity and Inclusion Advisory Board, four members appointed by each of the Commissioner and one member appointed at-large by the Mayor, to serve terms concurrent with their appointing Commissioner or until such time new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

e. TR13614 - Cisco Systems Flex Licensing Agreement

A Resolution of the City Commission of the City of Tamarac, Florida, ratifying past purchases from Presidio Network Solutions and awarding IFB 21-20B to Presidio Network Solutions for the purchase of a three (3) year Cisco Systems Flex Licensing Agreement at a total three (3) year cost of \$64,752.50, paid annually with a Year 1 cost of \$15,636.50 and a Year 2 and Year 3 cost of \$24,558.00 per year, and authorizing the appropriate City Officials to execute a three (3) year Cisco Systems Flex Licensing Agreement; authorizing expenditures from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

f. TR13615 - Palo Alto Network Firewalls Purchase

A Resolution of the City Commission of the City of Tamarac, Florida, ratifying past purchases from

PC Solutions & Integrations, Inc. and approving the purchase of Palo Alto Networks Firewalls from PC Solutions & Integrations, Inc. At a total cost of \$19,208.55; authorizing expenditures from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

g. TR13627 - Cisco Systems SMARTnet Maintenance and Support Renewal

A Resolution of the City Commission of the City of Tamarac, Florida, ratifying past purchases from Presidio Network Solutions and approving the purchase of a Cisco Systems SmartNet maintenance and support agreement from Presidio Network Solutions at a total cost of \$44,665.86; authorizing expenditures from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

h. TR13628 - Accepting LWCF grant for Sunset Point Park

A Resolution of the City Commission of the City of Tamarac, Florida accepting a Land and Water Conservation Fund (LWCF) grant award in the amount of \$400,000 from the U.S. Department of the Interior (DOI) through the Florida Department of Environmental Protection (FDEP); authorizing the appropriate City Officials to execute a project agreement between FDEP and the City of Tamarac for grant funding in the amount of \$400,000 for the Sunset Point Park project; providing for a one to one match in local funds in an amount not to exceed \$400,000; providing for acceptance of the award and execution of necessary documents pending legal review; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 2

i. TR13630 - District 2 Parks & Recreation Board Appointment

A Resolution of the City Commission of the City of Tamarac, Florida, appointing Donnette Smith to the Parks and Recreation Board to serve a term concurrent with the appointing Commission member, or until such time as a new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 2

j. Proclamation Supporting the City of Fort Lauderdale's Resolution to name a portion of Davie Boulevard after Rubin Stacy

Requested by Commissioner Gelin

5. REGULAR AGENDA

a. TR13620 - Adoption of Economic Development Incentives Program for Commercial Corridor Revitalization

A Resolution of the City Commission of the City of Tamarac, Florida, to Adopt a Developer Incentives Economic Development Program Consisting of a Commercial Real Estate Development Accelerator (REDA) Grant and a Commercial Plaza Owner Façade and Exterior Improvements Grant as Recommended in the Economic Development Strategic Plan in Order to Facilitate Commercial Corridor Revitalization in an Allocation Not to Exceed \$3,500,000 and with Future Grant Projects to be Approved by the City Commission; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date.

Commission District(s): Citywide

b. TR13629 - Increasing Net Value of Contract with Baron Signs for the City of Tamarac Comprehensive Signage Program

A Resolution of the City Commission of the City of Tamarac, Florida, approving a net increase not to exceed One Million Two Hundred and Sixty Thousand Dollars (\$1,260,000.00) in the contract value for Baron Sign Manufacturing for the fabrication and installation of signs under the comprehensive signage program for a total estimated expenditure of three million six hundred and three thousand

seven hundred and five dollars and seventy-nine cents (\$3,603,705.79); authorizing the approval of Change Order Number 012 in the amount of One Million Two Hundred and Sixty Thousand Dollars (\$1,260,000.00), attached hereto as Exhibit "A"; authorizing the City Manager or designee to approve line item change orders within the approved budget; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

6. ORDINANCE(S) - FIRST READING

a. TO2473 - Tamarac Village - Planned Development Plan Agreement Amendment

An Ordinance of the City Commission of the City of Tamarac, Florida, approving and authorizing the Mayor, Vice-Mayor, or City Manager of the City of Tamarac, Florida, on behalf of the city, to amend, execute, and to otherwise enter into an amended and Restated Planned Development Master Development Plan Agreement between the City of Tamarac and JKM Tamarac Village, LLC., attached hereto as Exhibit "B", for the development of property located on the north side of Commercial Boulevard, generally between NW 94th Avenue to the west and Pine Island Road to the east with portions located north of NW 57th Street, generally known as "Tamarac Village" within the City of Tamarac, more legally described in Exhibit "A"; authorizing the appropriate city officials to do all things necessary to effectuate the intent of this ordinance; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 2

7. PUBLIC HEARING(S)

a. TR13621 - ILA Providing for the Aitken and West Lake Park Parcel Property Exchange and Lease

A Resolution of the City Commission of the City of Tamarac, Florida, approving the first amendment to Interlocal Agreement between Broward County and the City of Tamarac regarding property transfers providing for the City's transfer of the Aitken Property to the County in exchange for the West Lake Park Property and the terms of lease of the West Lake Park Property to the County; authorizing the Mayor and the City Manager to execute said Amendment; authorizing the Mayor and the City Manager to take any and all actions consistent with this Resolution, including but not limited to the execution of a warranty deed and all closing documents, necessary to effectuate the transfer and the execution of ground lease; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

8. ORDINANCE(S) - SECOND READING

a. TO2453 - Public Art Ordinance Amendment

An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 5 of the City's Code of Ordinances, entitled "Buildings and Building Regulations" by specifically amending Article XI, entitled "Public Art Program", Section 5-301 entitled "Definitions" to provide for a definition for construction value; providing clarification for the assessment and collection of a one (1) percent public art fee for land development projects subject to the requirements of the city's public art program; amending Section 5-302 entitled "Public Art Fee", to establish additional provisions by which the required one (1) percent public art fee may be provided for in lieu of payment to the city's public art fund; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

9. QUASI-JUDICIAL HEARING(S)

a. TBO46 - Jenny Spa - Special Exception 6/2021

Jianhua Deng, owner of Jenny Spa, Inc. and the Designated Agent of the Property Owner, M.J. Florida Investments, LLC, is requesting approval of a Special Exception to allow for the use of a massage establishment at the subject property, legally described as Parcel B, 81-22B on the Plat of Maccaris Office Plaza, located at 4620 W Commercial Blvd, Suites 10 and 11, Tamarac, Florida.

Commission District(s): District 1

b. TR13616 - Parkside Memory Care Allocation of Bonus Sleeping Rooms

A Resolution of the City Commission of the City of Tamarac, Florida, allocating seventy-two (72) bonus sleeping rooms to allow for a special residential facility, category (3), as defined in the Broward County Land Use Plan, containing seventy-two (72) sleeping rooms for the subject property located at 7501 NW 76 Street Tamarac, Florida (tract a less the north 20 feet of the west 85 feet, and all of tract C, Southern Bell-Tamarac, according to the plat thereof, as recorded in Plat Book 89, page 39, of the public records of Broward County) to provide for consistency with the land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 1-FLX-21); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 4

c. TBO47 - Parkside Memory Care ALF Variance - Parking

A Variance from Section 10-4.3(D)(2), Table 10-4.1, Minimum Number of Off-Street Parking Spaces, to allow for a minimum parking required of thirty-seven (37) parking spaces for a 43,000 square foot Assisted Living Facility in lieu of a minimum of ninety (92) parking spaces.

Notice of the request for the Variance was given as required by law. The City Commission of the City of Tamarac ("Commission") has identified that the property located at 7501 NW 76 Street, Tamarac, Florida (the "Property") is located in the (PF), Public Facilities Zoning District.

Commission District(s): District 4

d. TBO48 - Parkside Memory Care Variance - Landscape

A Variance from Section 10-4.4(D)(3)(c)(i), Land Development Code, to allow for a buffer area on the nonresidential plot with a minimum continuous depth of thirteen (13) feet of landscape area along a portion of the north property line and fourteen (14) feet of landscape area along the east property line in lieu of a minimum continuous depth of twenty-five (25) feet of landscaping for a property that directly abuts a Residential District.

Commission District(s): District 4

e. TR13618 - Parkside Memory Care Major Revised Site Plan

A Resolution of the City Commission of the City of Tamarac, Florida, granting Site Plan Approval (Major) with conditions to allow for the development of a new two (2) story assisted living facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms; for the subject property located at 7501 NW 76 Street, Tamarac, Florida (tract a less the north 20 feet of the west 85 feet, and all of tract C, southern Bell-Tamarac, according to the plat thereof, as recorded in plat book 89, page 39, of the public records of Broward County) (Case No. 12-SP-20); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 4

10. OTHER

a. Civility and Meeting Decorum

Requested by Vice Mayor Villalobos

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City

Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

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

A handwritten signature in blue ink, reading "Jennifer Johnson". The signature is fluid and cursive, with the first name "Jennifer" and last name "Johnson" clearly distinguishable.

Jennifer Johnson, CMC
City Clerk



Title - Miss Sama Francois



Title - Legislative Update - Senator Perry Thurston, District 33



Title - Award to the Winner of the "Name the Dog" Contest

Adoni Wollaston - Grade 5, Challenger Elementary

Student will read the winning essay and presented with the prizes by the City Commission

Commission District(s):

District 4



Title - Employee Service Awards

5 Years of Service

Sal Innusa

Troy Wilbanks

Amber Davenport

Hana Davis

10 Years of Service

Willie Conde

Zaira Desiderio

15 Years of Service

Paul Barrows

20 Years of Service

Marshall Seals

ATTACHMENTS:

Description	Upload Date	Type
Memo - Employee Service Awards	6/8/2021	Cover Memo

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
HUMAN RESOURCES DEPARTMENT

To: City Clerk

Date: June 7, 2021

From: Joshua Appelt,
Benefits Manager

Re: Employee Service Awards
Commission Meeting June 23, 2021

The following is a list of employees to be recognized at the next City Commission meeting on June 23, 2021

EMPLOYEE SERVICE AWARD LIST

Employee Name	Job Title	Department	Years of Service
SAL INNUSA	GROUNDSKEEPER I	PUBLIC SERVICES	5
TROY WILBANKS	FLEET MECHANIC III	PUBLIC SERVICES	5
AMBER DAVENPORT	ACCOUNTANT I	FINANCIAL SERVICES	5
HANA DAVIS	PERMIT TECHNICIAN	BUILDING DEPARTMENT	5
WILLIE CONDE	SERVICE WORKER I	PUBLIC SERVICES	10
ZAIRA DESIDERIO	PARKS & REC SITE SUPERVISOR	PARKS & RECREATION	10
PAUL BARROWS	SENIOR TRADESPERSON/ELECTRICIAN	PUBLIC SERVICES	15
MARSHALL SEALS	FIREFIGHTER PARAMEDIC	FIRE RESCUE	20

Please feel free to contact me if you have any questions.



Joshua Appelt

cc: Human Resources Director
Assistant City Clerk



Title - Approval of the April 28, 2021 - Amended Virtual City Commission Minutes

ATTACHMENTS:

Description	Upload Date	Type
04282021Draft Amended Minutes	6/14/2021	Backup Material

City Commission Minutes
Wednesday, April 28, 2021
7 p.m.

CALL TO ORDER: Mayor Gomez called the Wednesday, April 28, 2021, Regular City Commission meeting, being held virtually, to order at 7 p.m.

ROLL CALL: Commissioner Marlon Bolton, Commissioner Mike Gelin, Commissioner Debra Placko, Vice Mayor Villalobos and Mayor Gomez were in attendance virtually.

PLEDGE OF ALLEGIANCE: Mayor Gomez led the Pledge of Allegiance.

1. **PROCEDURES FOR VIRTUAL MEETINGS**

City Attorney, Hans Ottinot, provided information and procedures for conducting virtual public meetings.

2. **PROCLAMATIONS AND PRESENTATIONS**

a. **Proclamation – Puroclean**

Requested by Mayor Gomez

b. **Proclamation – 2021 ICC Building Safety Month**

Requested by George Folles, Building Official

c. **Proclamation – City Clerk’s Week**

Requested by Jennifer Johnson, City Clerk

d. **Proclamation – Return to Work Week**

Requested by Commissioner Bolton

Commissioner Bolton read the proclamation and introduced Melissa P. Dunn, Commissioner with the City of Lauderhill. Ms. Dunn thanked the Commission for the proclamation, and stated her goal is to ensure all residents have living wage jobs.

e. **Employee Service Awards**

City Manager Michael C. Cernech introduced a presentation, which is on file in the City Clerk’s Office, and honored each of the employees who met service milestones.

5 Years of Service

David Collins

Christopher Crafton

Albert Sherwood

Jesse Torres

Stanley Boyd

15 Years of Service

Vincenzo Licata

David Cundiff

Bertram Bowe

20 Years of Service

Joseph Meldish

Michael Morrison

Judith Henry
Michael Gresek
Marjorie Irizarry
Regina McCremmon-Sneed
Charles Moss
25 Years of Service
Rosemary Fisher

3. CITY COMMISSION REPORTS

- a. **Commissioner Bolton**
- b. **Commissioner Gelin**
- c. **Vice Mayor Villalobos**
- d. **Commissioner Placko**
- e. **Mayor Gomez**

The City Commission requested to forgo providing reports.

4. CITY ATTORNEY REPORT

City Attorney, Hans Ottinot, clarified an ordinance would be coming forward at a future meeting modifying the code to reflect the City Commission's request to remove Proclamations and Presentations as well as City Commission reports from the agenda.

5. CITY MANAGER REPORT

- a. Investment Report – February 2021
- b. Investment Report – March 2021

The City Commission requested to forgo having City Manager provide a report.

6. PUBLIC PARTICIPATION

- a. Maddie Swick. Unable to reach by telephone.
- b. Dr. Darcy Schiller, of Tamarac, discussed details of the April 14, 2021, City Commission meeting related to Commissioner Bolton's commentary about City Manager Cernech. Shiller then referenced Commissioner Bolton's fiscal responsibility and recent reports in the local media related to Bolton's PPP loans.
- c. Ron Wasserman, of Tamarac, stated he is flabbergasted about what has happened recently. He stated Woodmont residents are tired of being pushed around by Pulte Homes and the City. Wasserman stated it would also happen in the Woodlands. He then complained the City Manager has not answered all of his questions, and continuous inquiries by the Sun Sentinel.
- d. Elizabeth Walter, of Tamarac, discussed multiple issues in Sunflower/Heathgate neighborhood. Commissioner Placko stated she would contact Ms. Walter to address her concerns.

7. CONSENT AGENDA

a. Approval of the March 10, 2021, City Commission Minutes

b. Approval of the March 24, 2021, Virtual City Commission Minutes

c. TR13591 – Appointing Five (5) Members to the Charter Board

A Resolution of the City Commission of the City of Tamarac, Florida, appointing five members to the Charter Board, four members appointed by the Commissioner from each district, and one member appointed at-large by the Mayor, to serve for one year, with new appointments to be made in six years; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): Citywide

f. TR13598 – Award of Public Art Administrator Contract to Gadson & Ravitz LLC

A Resolution of the City Commission of the City of Tamarac, Florida, approving the award of Request for Proposal #21-15R, and execution of an agreement, attached hereto as Exhibit "A", to provide Public Art Program Administration services for a contract term of two years to Gadson and Ravitz, LLC in the amount of \$100,000, authorizing an appropriation of \$100,000 from the public art fund; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s): District 3

Mayor Gomez stated TR13599 – Resolution in Support of the formation of an Independent Solid Waste District would be deferred to another meeting, and the Waste Management item would be moving from 13.a. to 8.b.

Mayor Gomez asked if the City Manager had any additions or deletions to the agenda.

City Manager, Michael Cernech, stated there were no additions or deletions this evening.

Vice Mayor Villalobos motioned to approve. Commissioner Placko seconded.

No discussion by the Commission.

Clerk Johnson conducted a roll call vote, the motion carried unanimously.

8. REGULAR AGENDA

a. Discussion and Action Shortlisting the Top-Three City Attorney Proposals

Discussion by the Commission ensued.

Commissioner Placko made a motion to start the process of having a city attorney process out [requesting applicants/LOI's] again. Mayor Gomez seconded the motion, and passed the gavel to Vice Mayor Villalobos.

Clerk Johnson conducted a roll call vote, and the motion carried 3-2. Commissioner Placko, Mayor Gomez and Vice Mayor Villalobos in favor. Commissioner Bolton and Commissioner Gelin opposed.

Vice Mayor Villalobos made a motion to hire John Herin and the law firm of Fox Rothschild as the permanent city attorney. Motion died for a lack of a second.

Vice Mayor Villalobos made motion to reconsider [the main motion]. Commissioner Bolton seconded.

Clerk Johnson conducted a roll call vote, and the motion carried 3-2. Commissioner Bolton, Vice Mayor Villalobos and Mayor Gomez in favor. Commissioner Gelin and Commissioner Placko opposed.

Vice Mayor Villalobos made a motion to hire John Herin and Fox Rothschild as the permanent city attorney. Commissioner Bolton seconded.

Clerk Johnson conducted a roll call vote and the motion failed 2-3. Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Bolton, Commissioner Placko and Commissioner Gelin opposed.

Commissioner Gelin motion to hire the Ottinot Law Firm as the permanent city attorney. Motion died for a lack of a second.

Commissioner Gelin made a motion to table to six months. Commissioner Bolton seconded.

Clerk Johnson conducted a roll call vote and the motion failed 2-3. Commissioner Bolton and Commissioner Gelin were in favor. Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez opposed.

Vice Mayor Villalobos made a motion to table until the next meeting. [May 12, 2021] Mayor Gomez passed the gavel to Commissioner Placko and seconded the motion.

Clerk Johnson conducted a roll call vote, and the motion carried 3-2. Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Bolton and Commissioner Gelin opposed.

b. Discussion with Waste Management

Mayor Gomez introduced, Jodie Siegel and Tom Ridder, of Waste Management. Ridder stated they have had many challenges in the past year, and wanted to address those issues. Those being bulk trash, headcount issues, hydraulic issues and accountability. Ridder also said the City had a compost program, and would like to support it.

The root cause was headcount, and the fix is were gaining headcount and building it back up.

Justin Warnimont addressed leveraging vendors to help with bulk collection, but they are not as efficient as we are.

Ridder addressed the issues of hydraulic leaks and said we would like to prevent them altogether.

Siegel mentioned the staff is great, and communicates well with the residents.

Discussion by the Commission ensued regarding communications, bulk trash, HOA awareness and citing homeowners, as well as creating new literature for residents regarding acceptable bulk/residential items.

c. TR13600 – Recognizing the Athenian Oath

A Resolution of the City Commission of the City of Tamarac, Florida, recognizing the Athenian Oath as a timeless code of civic responsibility, adopting the oath and agreeing to take the oath to emphasize the importance of its tenets; requiring the City Manager, Department Directors, Department Assistants, and City Board members take the oath; directing the City Clerk to create a template of the oath; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney, Hans Ottinot, read the title for the record.

Commissioner Bolton motioned to approve.

The item died for lack of a second.

d. TR13595 – Approval of an agreement for purchase and sale of real property to acquire 4949 N. State Road 7

A Resolution of the City Commission of the City of Tamarac, Florida, approving an agreement for purchase and sale of real property to acquire 4949 N. State Road 7 for a purchase price of nine hundred thousand dollars (\$900,000.00) and authorizing the City Manager and City Attorney to take all necessary action to effectuate the purchase; and providing for an effective date.

City Attorney, Hans Ottinot, read the title for the record.

Vice Mayor Villalobos motioned to approve. Commissioner Placko seconded.

Economic Development Manager, Lori Funderwhite, provided a presentation, which is on file in the City Clerk's Office.

Mayor Gomez opened for public comments. There being none, Gomez closed public comment.

Following discussion, Clerk Johnson conducted a roll call vote. The motion carried unanimously 5-0.

e. TR13596 – Acceptance of LOI and Authorization to Execute Contract for Sale and Purchase with Medalist Restaurant Group, LLC for City Owned Vacant

Parcel, located on the north side of Commercial Boulevard, 280 feet west of NW 82nd Avenue

A Resolution of the City Commission of the City of Tamarac, Florida, accepting a Letter of Intent (LOI) and authorizing the negotiation of a contract for sale and purchase with Medalist Restaurant Group LLC, to facilitate the sale and commercial development of .67 acres of real property located on the north side of Commercial Boulevard, 280 feet west of NW 82nd Avenue, known as, a portion of Lot 3, Block 7, Lyons Commercial subdivision according to the plat thereof, as recorded in Plat Book 69, Page 42 of the public records of Broward County, Florida, being more particularly described in Exhibit "A", attached hereto and incorporated herein; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney, Hans Ottinot, read the title for the record.

Vice Mayor Villalobos motioned to approve. Commissioner Placko seconded.

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

Mayor Gomez opened for public comments. There being none, Gomez closed public comment.

Discussion regarding receiving additional renderings and the sale of the adjacent property be contingent for the sale.

Clerk Johnson conducted a roll call vote. The motion carried unanimously 5-0.

f. TR13590 – Supporting Marcus Garvey Exoneration

A Resolution of the City Commission of the City of Tamarac, Florida, supporting House Resolution No. 148 of the 117th United States House of Representatives requesting the exoneration of Marcus Garvey; providing for distribution; providing for conflicts; providing for effective date.

City Attorney, Hans Ottinot, read the title for the record.

Vice Mayor Villalobos motioned to approve. Commissioner Gelin seconded.

Mayor Gomez opened for public comments. There being none, Gomez closed public comment.

No discussion by the City Commission.

Clerk Johnson conducted a roll call vote, and the motion carried ~~unanimously 5-0~~ 4-1. Commissioner Bolton, Commissioner Gelin, Commissioner Placko and Vice Mayor Villalobos were in favor. Mayor Gomez was opposed.

g. Motion to reconsider – TR13582 Approval of the Agreement with Techgroupone, Inc. for Sunset Point Park Artistic Structure

Commissioner Gelin motion to reconsider TR13582. Commissioner Placko seconded.

Clerk Johnson conducted a roll call vote, and the motion carried 4-1. Commissioner Placko, Commissioner Bolton, Commissioner Gelin and Mayor Gomez were in favor. Vice Mayor Villalobos objected.

h. TR13582 Approval of the Agreement with Techgroupone, Inc. for Sunset Point Park Artistic Structure

A Resolution of the City Commission of the City of Tamarac, Florida, awarding RFP No. 20-11RP to Techgroupone, Inc., and approving the execution of an agreement between the City of Tamarac and Techgroupone, Inc. attached hereto as Exhibit "A" and incorporated herein, to provide design/build services for Sunset Hammock artistic work project at Sunset Park located at 11000 W. McNab Road, Tamarac, in the amount of \$773,342.09; authorizing the inclusion of a city controlled contingency in the project budget in the amount of \$77,334.21; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney, Hans Ottinot, read the title for the record.

Commissioner Gelin motioned to approve. Commissioner Placko seconded.

Mayor Gomez opened for public comments. There being none, Gomez closed public comment.

Discussion by the Commission ensued regarding where funds are derived (developer fees) from the City budget, and inviting more public comments on art items.

Clerk Johnson conducted a roll call vote, and the motion carried 4-1. Commissioner Placko, Commissioner Bolton, Commissioner Gelin and Mayor Gomez were in favor. Vice Mayor Villalobos objected.

i. TR13607 – Approval of LETF Expenditures

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing an appropriation of \$14,569.00 from the State Law Enforcement Trust Fund for the provision of funding a cycling event and crime prevention initiative; authorizing donation to Tamarac Parks and Recreation Foundation in the amount of \$14,569.00 from the appropriate accounts for the purchase of equipment for the cycling event; authorizing an appropriation of \$14,569.00; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney, Hans Ottinot, read the title for the record.

Commissioner Placko motioned to approve. Commissioner Gelin seconded.

Mayor Gomez opened for public comments. There being none, Gomez closed public comment.

No discussion by the Commission.

Clerk Johnson conducted a roll call vote, and the motion carried unanimously 5-0.

Mayor Gomez recessed the meeting at 9 p.m., and reconvened at 9:15 p.m.

9. ORDINANCE(S) FIRST READING

a. TO2464 – Amending Chapter 10

An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10 of the City's Code of Ordinances, entitled "Land Development Code" by designing the City Commission as the final decision maker on land use matters, including special exceptions, major site plans, and variances by amending Article IV "Development and Design Standards," Section 10-4.3 "Off-Street Parking and Loading" and Section 10-4.10 "Sign"; by amending Article V, "Administration," Section 10-5.2 "Summary Table of Development Review Procedures," by amending Table 10-5.3 "Common Review Procedures," by amending Table 10-5.2 "General Notice Requirements," amending Section 10-5.3 "Specific Review Procedures," and amending Section 10-5.4 "Application – Specific Review Procedures"; providing for conflicts; providing for severability; providing for codification; providing for an effective date.

City Attorney, Hans Ottinot, read the title for the record.

Commissioner Placko motioned to approve. Commissioner Bolton seconded.

Mayor Gomez confirmed with Clerk Johnson, there were no comments submitted, and no members of the public signed up to speak.

Discussion by the Commission ensued, and Assistant City Attorney, Pamala Ryan, addressed questions from the City Commission.

Vice Mayor Villalobos motioned to table the item. Mayor Gomez passed the gavel, and seconded the motion.

Clerk Johnson conducted a roll call vote, and the motion to table failed 2-3. Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Bolton, Commissioner Gelin and Commissioner Placko objected.

Clerk Johnson conducted a roll call vote, and the motion to approve carried 4-1. Commissioner Bolton, Commissioner Gelin, Commissioner Placko and Vice Mayor Villalobos were in favor. Mayor Gomez objected.

b. TO2448 – Amending Ordinance 2020-011 FY2021 Operating and Capital Budget

An Ordinance of the City Commission of the City of Tamarac, Florida, amending ordinance 2020-011, which adopted the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2021, by increasing the total revenues and expenditures by a total of \$3,937,299 as detailed in Attachment A, attached hereto and summarized in Attachment B; providing for severability; providing for codification and providing for an effective date.

City Attorney, Hans Ottinot, read the title for the record.

Vice Mayor Villalobos motioned to approve.

The item died for lack of second.

10. PUBLIC HEARING

None.

11. ORDINANCE(S) SECOND READING

a. TO2450 – Ordinance Amending the Veterans Affairs Committee

An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 2 of the Tamarac City Code, entitled “Administration”, Article III, “Boards, Committees, Commissions”, Division 8 “Veterans Affairs Committee” by amending Section 2-223 “Creation: Composition” and Section 2-225 “Chairman”; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.

City Attorney, Hans Ottinot, read the title for the record.

Vice Mayor Villalobos motioned to approve. Commissioner Placko seconded.

Mayor Gomez confirmed with Clerk Johnson, there were no comments submitted, and no members of the public signed up to speak.

No discussion by the Commission.

Clerk Johnson conducted a roll call vote, and the motion to approve carried unanimously (5-0).

12. QUASI-JUDICIAL HEARING(S)

None

13. OTHER

a. Discussion and direction regarding the Sister Cities program and Committee roll

Assistant to the City Manager, Laura Karpaviciute, provided a presentation, which is on file in the City Clerk’s Office.

Discussion by the Commission ensued with regard to the Commissioners each selecting a city, and have the members of the Committee do research and make a recommendation to become a friendship city or Sister City.

Commissioner Gelin motioned to pick a city, and assign the member each of you picked, establish a relationship with that city. Vice Mayor Villalobos seconded.

Clerk Johnson conducted a roll call vote, and the motion carried unanimously.

b. Vision Zero Update

Director of Community Development, Maxine Calloway, provided a presentation, which is on file in the City Clerk’s Office.

Discussion by the Commission ensued with regard to implementing the program, equity, and next steps.

c. Caribbean Heritage Month – Discussion of proposed events and activities

Director of Parks & Recreation, Greg Warner, provided a presentation, which is on file in the City Clerk's Office.

Discussion by the Commission ensued related to hosting One Tamarac in any month other than Black History Month, celebrating other heritage months, selling alcohol at events, and the "Sunday's on Saturday" blood donation event for Veterans.

The consensus of the Commission is to prohibit selling alcohol at events.

One Tamarac will be held in September, which will be in cooperation with Hispanic Heritage Month.

d. Mayor and Commission direction to the City Manager or the City Attorney

1) Public Records Discussion

Requested by Commissioner Gelin

Commissioner Gelin directed that the item be tabled.

2) Discussion on the Budget Amendment Process

Requested by Commissioner Gelin

Discussion by the Commission ensued related to the release of a memorandum to the Sun Sentinel.

Commissioner Gelin motioned to direct the City Attorney, to hire an independent investigator, to investigate who from staff leaked this memo to the news media. Commissioner Bolton seconded.

Clerk Johnson conducted a roll call vote, and motion carried 4-1. Commissioner Bolton, Commissioner Gelin, Commissioner Placko and Vice Mayor Villalobos were in favor. Mayor Gomez objected.

Commissioner Bolton clarified for the record; the investigation would include members of the City Commission. Commissioner Gelin concurred. Mayor Gomez stated four members on the Commission agree.

Mayor Gomez turned over the meeting to Vice Mayor Villalobos.

Vice Mayor Villalobos made a motion to withdraw the City of Tamarac's transmittal to Broward County of LUPA 20-2, based upon FDOT's comments showing LOS [level of service], of and level of E and F, which is a complete failure on Commercial Boulevard and Rock Island Road and no program improvements for those segments of roads under the MPOs long range transportation plan that would correct the adverse impacts.

The motion failed for a lack of second.

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 11:54 p.m.

Minutes transcribed and submitted by City Clerk Jennifer Johnson.

Jennifer Johnson, CMC

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 Tamarac City Commission Meeting held Wednesday, April 28, 2021.

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.

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Title - Approval of the May 26, 2021 - City Commission Workshop Meeting Minutes

ATTACHMENTS:

Description	Upload Date	Type
05262021 Draft Minutes	6/8/2021	Backup Material

City of Tamarac
Virtual City Commission Workshop - Minutes
Wednesday, May 26, 2021

CALL TO ORDER: Mayor Gomez called the Wednesday, May 26, 2021, Virtual City Commission Workshop to order at 5 p.m.

ROLL CALL: Commissioner Marlon Bolton, Commissioner Debra Placko, Vice Mayor Elvin Villalobos and Mayor Michelle J. Gomez were present. Commissioner Gelin was absent.

Also present were City Manager Michael C. Cernech, City Attorney John R. Herin, Jr., and City Clerk Jennifer Johnson.

PLEDGE OF ALLEGIANCE: Commissioner Placko led the Pledge of Allegiance.

1. Update on the City's ADA Transit Access and Sidewalk Gap Analysis Project Funded through the MPO's Planning Technical Assistance Program

Director of Community Development, Maxine Calloway, introduced Darci Meyer, the Senior City Transportation Planner with the Broward County Metropolitan Planning Organization (MPO). Ms. Meyer provided a presentation that is on file in the City Clerk's Office.

2. Presentation – TO2448 Amending the FY2021 Operating and Capital Budget

Financial Services Director, Christine Cajuste, and Budget Manager, Jeff Streder, provided a presentation, which is on file in the City Clerk's Office.

Discussion by the Commission ensued related to the allocation for the local travel budget, furniture purchase, multi-media outreach legislative aides and the Parks & Recreation budget increase.

3. Update on Commercial Plaza Code Compliance

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

Discussion by the Commission ensued. The consensus of the Commission was to 1) continue working with commercial plaza property owners, who have been responsive to the City, to gain compliance and remove any violations; 2) continue to reach out to commercial property owners who have not been responsive to the City, and continue moving them through the violation process to gain compliance.

4. Discussion related to City Commission Workshops

Discussion by the ensued. The consensus of the Commission is to bring back a Commission workshop, after the summer hiatus, at 10 a.m. on the second or fourth Monday of the month. Staff will determine which Monday is suitable.

5. Discussion related to the City Manager's Evaluation Process

Mayor Gomez stated, due to time restrictions, Item 5 would roll over to the next workshop.

Mayor Gomez adjourned the meeting at 6:30 p.m.

Minutes transcribed and submitted by City Clerk Jennifer Johnson.

Jennifer Johnson, CMC

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 Tamarac City Commission Workshop held Wednesday, May 26, 2021.

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Title - Approval of the May 26, 2021 - City Commission Meeting Minutes

ATTACHMENTS:

Description	Upload Date	Type
05262021 Draft Minutes	6/14/2021	Backup Material

City Commission Minutes
Wednesday, May 26, 2021
7 p.m.

CALL TO ORDER: Mayor Gomez called the Wednesday, May 26, 2021, Regular City Commission meeting, being held at City Hall, to order at 7 p.m.

ROLL CALL: Commissioner Marlon Bolton, Commissioner Mike Gelin, Commissioner Debra Placko, Vice Mayor Villalobos and Mayor Gomez were in attendance.

PLEDGE OF ALLEGIANCE: Commissioner Gelin led the Pledge of Allegiance.

1. **PROCLAMATIONS AND PRESENTATIONS**

- a. **Legislative Update - Florida House of Representatives, District 95, Anika Omphroy**
Representative Anika Omphroy provided a presentation, which is on file in the City Clerk's Office. Omphroy highlighted the appropriation for the C14 Canal – Erosion Project.
- b. **Proclamation – National Gun Violence (Wear Orange)**
Requested by Mayor Gomez
- c. **Proclamation – Nurse's Week 2021**
Requested by Mayor Gomez
- d. **Proclamation - Teacher Appreciation Week**
Requested by Mayor Gomez
- e. **Presentation of the Diane Glasser Scholarship Awards to Daniel Arias and Jada Brown**
Requested by Commissioner Placko

Mayor Gomez congratulated Mr. Arias and Ms. Brown on their accomplishments.

Commissioner Placko invited each student to the front to accept their award, and provided a short summary of their accomplishments. Placko commended all of the applicants, and stated each were worthy of receiving the scholarship. Placko also thanked the members of staff who helped with making this all possible.

2. **CITY COMMISSION REPORTS**

- a. **Commissioner Bolton**
- b. **Commissioner Gelin**
- c. **Vice Mayor Villalobos**
- d. **Commissioner Placko**
- e. **Mayor Gomez**

The City Commission requested to forgo providing reports.

3. CITY ATTORNEY REPORT

The City Commission requested to forgo having the City Attorney provide a report.

4. CITY MANAGER REPORT

- a. Investment Report – February 2021
- b. Investment Report – March 2021

The City Commission requested to forgo having the City Manager provide a report.

5. PUBLIC PARTICIPATION

City Attorney, John Herin, reviewed rules of the road for accepting public comments, and accepting comments via the phone.

Mayor Gomez opened for public comments.

- a. Darcy Schiller, of Granville, Kings Point, provided comments in regards to Commissioner Bolton.
- b. Ron Wasserman, of Jade Drive, Tamarac, stated he cannot stand the thrashing of one another. Wasserman commended Capt. Cirminiello [BSO] and Chief Sayles [TFD] for the incredible job they are doing. He also commended Commissioner Placko for the many good things in the community. Wasserman finished up with comments related to colon cancer awareness.
- c. Elizabeth Walter, of Sunflower/Heathgate, spoke about the continued problems in her neighborhood. Commissioner Placko offered to contact her after the meeting to discuss the issues.
- d. Stew Webster, of Versailles, provided comments about removing presentations and reports from the agenda. Webster was happy with the Diane Glasser scholarship. He said he loved this city, but is worried of the current vibe, and he would like to see the exorbitant fees of the former City Attorney negotiated down.

Mayor Gomez asked that the track item be moved up.

Commissioner Bolton motioned to approve. Commissioner Placko seconded.

Clerk Johnson conducted a roll call vote; the motion carried unanimously 5-0.

AGENDA ITEMS MOVED OUT OF ORDER

- a. **Discussion and direction eliminating the Tamarac Sports Complex as a potential site for an IAAF certified track**

Vice Mayor Villalobos made a motion to eliminate the Tamarac Sports Complex as a potential site for an IAAF certified track. Commissioner Placko seconded.

Commissioner Gelin mentioned an email exchange on the topic with Lynn Shaw of Kings Point.

Commissioner Gelin provided a presentation with responses from the public related to the track, which is on file in the City Clerk's Office.

Mayor Gomez opened for public comments, and mentioned received a petition in opposition to the track, which was signed by residents. *The petition, and additional emails submitted to the Commission, are attached.*

The following members of the public were present and provided comments in opposition to the track at the Sports Complex:

1. Stan Warshaw
2. Lori Warshaw
3. Darci Schiller
4. Steve Gadesi
5. Joan Brinkhuis – Waived speaking
6. Barry Bronson – Waived speaking
7. William Volpis
8. Barry Roeder
9. Ernie Curiwga
10. Patricia Curiwiga
11. Edith Michaelson
12. Cary Pollack
13. Terry Platt
14. Mary Anne Gill
15. Julie Fishman – Waived speaking
16. Nichole Bushue
17. Rich Bobker
18. Martin Sher
19. Larry Lerner

The following members of the public, were contacted by phone, and provided comments in opposition to the track at the Sports Complex.

1. Mary Brown
2. Alwin Anderson
3. Iris Silverberh
4. Evelyn Sanz
5. Richard Shapiro
6. Phyllis Erblich
7. Debbie Berg
8. Jennifer Rockburne
9. Donald Black
10. Marilyn Winn
11. John Escobar

Mayor Gomez asked the City Clerk to repeat the motion.

Vice Mayor Villalobos made a motion to eliminating the Tamarac Sports Complex as a potential site for an IAAF certified track and anything that will alter the footprint of the Sports Complex.

Clerk Johnson conducted a roll call vote, and motion carried 4-1. Clerk Johnson conducted a roll call vote, and the motion carried 4-1. Commissioner Bolton, Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Gelin was in opposition.

Mayor Gomez asked that the budget item to be the next item after the break.

Commissioner Placko motioned to approve. Vice Mayor Villalobos seconded.

Clerk Johnson conducted a roll call vote; the motion carried unanimously 5-0.

Mayor Gomez recessed the meeting at 8:50 p.m., and reconvened at 9:15 p.m.

b. TO2448 – Amending Ordinance 2020-011 FY2021 Operating and Capital Budget

An Ordinance of the City Commission of the City of Tamarac, Florida, amending ordinance 2020-011, which adopted the City of Tamarac Operating Budget, Revenues and Expenditures, the Capital Budget, and the Financial Policies for the Fiscal Year 2021, by increasing the total revenues and expenditures by a total of \$3,951,868 as detailed in Attachment A, attached hereto and summarized in Attachment B; providing for severability; providing for codification and providing for an effective date.

City Attorney, John Herin, read the title for the record.

Commissioner Placko motioned to approve with the following items begin removed; the local travel allowance, legislative aides, additional funding for the office redo and furniture, the multimedia outreach, and \$50,000 for Parks events. Vice Mayor Villalobos seconded.

Mayor Gomez opened for public comments.

The following individuals were present, and provided the following comments.

1. Neil Goldberg, of Fairfax Drive, Tamarac, expressed his opposition to items included in the budget amendment and called it a honeypot for Commissioners.
2. Ron Wasserman, of Jade Drive, Tamarac, commended the Commission for killing much of the items in the ordinance. Wasserman went on to speak about a recent visit to Indiana, and the salary for council/commission members there.

Mayor Gomez closed public comments.

Discussion by the Commission ensued related to items in a budget memo, the City Manager's salary, salary of the staff, multimedia outreach, etc. n

Clerk Johnson conducted a roll call vote, and the motion carried 4-1. Commissioner Bolton, Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Gelin was in opposition.

6. CONSENT AGENDA

a. TR13567 – Purchase of a Replacement Street Sweeper

A Resolution of the City Commission of the City of Tamarac, Florida, authorizing

the purchase of a replacement Stormwater Street Sweeper utilizing competitive procurement methods and current Agreements available for cooperative purchase at the time of purchase, including the Agreement awarded by the Florida Sheriff's Association, Contract Number FSA20-EQU18.0; authorizing an expenditure for a Contract Cost of \$265,992.00, a contingency of \$2,500.00 will be added to the Contract Costs, for a total cost not to exceed \$268,492.00 from the appropriate account; providing for conflicts; providing for severability; and providing for an effective date.

b. TR13606 – Resolution of Support for New Municipal Capital Projects for Transportation Surtax Funding

A Resolution of the City Commission of the City of Tamarac, Florida, adopting a Resolution of support for seven new municipal capital projects for the Broward County Mobility Advancement Program (30-year one percent surtax for transportation) funding; acknowledging that the projects are located within the City of Tamarac, authorizing the appropriate City Officials to take any and all actions necessary to apply and receive the funding for new municipal projects in an amount not to exceed \$6,568,990.86; providing for conflicts; providing for severability; and providing for an effective date.

c. TR13619 – Recognizing Haitian Heritage Month and Haitian Flag Day 2021

A Resolution of the City Commission of the City of Tamarac, Florida, recognizing the month of May 2021, as Haitian Heritage Month, and May 18, 2021, as Haitian Flag Day; providing for conflicts, providing for severability; and providing for an effective date.

Mayor Gomez asked if the City Manager had any additions or deletions to the agenda.

City Manager, City Manager Michael Cernech, stated there were no additions or deletions this evening.

Vice Mayor Villalobos motioned to approve. Commissioner Placko seconded.

No discussion by the Commission.

Clerk Johnson conducted a roll call vote; the motion carried unanimously 5-0.

7. REGULAR AGENDA

a. City Attorney Contract

Commissioner Gelin introduced the item, and stated the motion to hire Mr. Herin at the previous meeting did not authorize the Mayor and City Manager to enter a contract with him. He stated the Commission did not approve the contents of the contract. Gelin also mentioned it was a conflict of interest to have Mr. Herin as the City Attorney following his representation of the Woodlands.

Mr. Herin stated he has reached out the Florida Bar for guidance on the matter, and further stated there is no conflict of Fox Rothschild to represent the City in any land use matters including the Woodlands. However, by consent of the Commission, we could have another attorney in the firm or we can hire outside counsel. I would not participate in any way.

Discussion by the Commission ensued related to hiring Sam Goren's firm back, Mr. Herin's contract, if it mirrored other contracts, and if the monthly \$50,000 retainer were tapped at that amount.

Vice Mayor Villalobos made a motion to end debate. Commissioner Placko seconded.

Clerk Johnson conducted a roll call vote, and the motion carried 3-2. Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Bolton and Commissioner Gelin opposed.

b. TR13593 – Fiber Network Expansion (Phase 2)

A Resolution of the City Commission of the City of Tamarac, Florida, awarding IFB No. 21-11B to Unitec, Inc. for the Fiber Network Expansion (Phase 2); authorizing the appropriate City Officials to execute a fixed price contract between Unitec, Inc. and the City of Tamarac to expand the City's fiber network in the lump sum amount of \$1,146,070.00, a contingency of \$114,607.00 (10%), for permits and other unforeseen needs, will be added to the project account for a total project budget of \$1,260,677.00; authorizing appropriations in the amount not to exceed \$233,479.00 to be included in a future budget amendment pursuant to F.S.166.241(2); authorizing expenditures from the appropriate accounts; authorizing the City Manager or his designee to make changes and issue change orders in accordance with the thresholds and provisions delineated in Section 6-147(j)(2) of the Tamarac Procurement Code; providing for conflicts; providing for severability; and providing for an effective date.

The City Attorney, John Herin, read the title for the record.

Commissioner Placko motioned to approve, and Vice Mayor Villalobos seconded.

Information Technology Director, Levent Sucuoglu, provide a brief overview of the project and answered questions as necessary.

Mayor Gomez opened for public comments.

Nicole Bushue, of 71st Avenue, asked if any of the improvements were going to be for residential service.

Sucuoglu stated the project is for City facilities, and public access to Wi-Fi in the parks, facilities, etc.

Mayor Gomez closed public comment.

Clerk Johnson conducted a roll call vote, and the motion to approve carried unanimously (5-0).

c. Selection of the "Name the Dog" Contest Winner

Director of Community Development, Maxine Calloway provided the list of names selected by the members of the Public Art Committee.

Commissioner Placko made motion to name the dog Speckles McFreckles. Commissioner Bolton seconded.

Clerk Johnson conducted a roll call vote, and the motion carried 4-1. Commissioner Bolton, Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Gelin was in opposition.

8. ORDINANCE(S) FIRST READING

a. TO2453 – Public Art Ordinance Amendment

An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 5 of the City's Code of Ordinances, entitled "Buildings and Building Regulations" by specifically amending Article XI, entitled "Public Art Program", Section 5-301 entitled "Definitions" to provide for a definition for construction value; providing clarification for the assessment and collection of a one (1) percent public art fee for land development projects subject to the requirements of the City's public art program; amending Section 5-302 entitled "Public Art Fee", to establish additional provisions by which the required one (1) percent public art fee may be provided for in lieu of payment to the City's public art fund' providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney, John Herin, read the title for the record.

Commissioner Placko motioned to approve. Vice Mayor Villalobos seconded.

Mayor Gomez opened for comment. There being no one, Mayor Gomez closed public comment.

No discussion by the Commission.

Clerk Johnson conducted a roll call vote, and the motion carried unanimously 5-0.

9. PUBLIC HEARING

None.

10. ORDINANCE(S) SECOND READING

a. TO2471 – Authorization to Execute Disaster Funding Agreements

An Ordinance of the City Commission of the City of Tamarac, Florida, amending Section 2-5 "Disaster Relief Funding Agreements" of the City Code authorizing the City Manager to execute disaster/emergency relief funding agreements and documentation necessary to secure Federal and State emergency funding for costs incurred by the City of Tamarac as a result of any catastrophic emergency; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney, John Herin, read the title for the record.

Commissioner Placko motioned to approve. Vice Mayor Villalobos seconded.

Mayor Gomez opened for public comments. There being none, Gomez closed public comment.

No discussion by the City Commission.

Clerk Johnson conducted a roll call vote. The motion carried unanimously 5-0.

b. TO2472 – Amending Chapter 2, Section 2-34

An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 2 of the City's Code of Ordinances, entitled "Administration", amending Article II, entitled "City Commission", by amending 2-34 entitled "Comprehensive Procedures for City Commission meetings" amending subsection (G) "order of Business" to remove Proclamations/Special Recognitions and Commission Reports from the general order of business; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney, John Herin, read the title for the record.

Commissioner Placko motioned to approve. Vice Mayor Villalobos seconded.

Mayor Gomez opened for public comments. There being none, Gomez closed public comment.

No discussion by the City Commission.

Clerk Johnson conducted a roll call vote. The motion carried unanimously 3-2. Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Bolton and Commissioner Gelin objected.

11. QUASI-JUDICIAL HEARING(S)

None

12. OTHER

a. Discussion and possible direction creating a Citizen's Budget Council

Commissioner Gelin presented the item, and discussion by the Commission ensued.

Vice Mayor Villalobos motioned to table the item for further information. Motion died for a lack of a second.

Discussion ensued regarding streaming the budget hearings, lack of resident attendance at budget meetings, etc.

Mayor Gomez opened for comments from the public. There being none, Mayor Gomez closed public comments.

Vice Mayor Villalobos made a substitute motion to have staff compile information, bring it back for the Commission to review at the next meeting. Commissioner Placko seconded.

Clerk Johnson conducted a roll call vote, and the motion carried 3-2. Commissioner Placko, Vice Mayor Villalobos and Mayor Gomez were in favor. Commissioner Bolton and Commissioner Gelin objected.

Vice Mayor Villalobos made motion to extend the meeting until we finish the meeting. Commissioner Bolton second.

Clerk Johnson conducted a roll call vote, and the motion carried unanimously 5-0.

Vice Mayor Villalobos made a motion to have the City Attorney, and staff, come back with information to review and bring back at the next meeting. Commissioner Bolton seconded.

Clerk Johnson conducted a roll call vote, and the motion carried unanimously 5-0.

b. Discussion and direction on banning plastic straws

Commissioner Gelin provided a presentation, and videos, which are on file in the City Clerk's Office.

Discussion by the Commission ensued.

Commissioner Gelin made a motion to direct the City Attorney draft an ordinance banning plastic straws in the City of Tamarac. Vice Mayor Villalobos seconded.

Clerk Johnson conducted a roll call vote, and motion carried 4-1. Commissioner Bolton, Commissioner Gelin, Commissioner Placko and Vice Mayor Villalobos were in favor. Mayor Gomez objected.

There being nothing further to discuss, Mayor Gomez adjourned the meeting on Thursday, May 13, 2021, at 12:00 a.m.

Minutes transcribed and submitted by City Clerk Jennifer Johnson.

Jennifer Johnson, CMC

Michelle J. Gomez, Mayor

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DRAFT

Jennifer Johnson

From: Jenga Randle
Sent: Wednesday, May 26, 2021 9:43 AM
To: Jennifer Johnson; Kimberly Dillon
Cc: Regina Skenandore; Laura Karpaviciute; Eliane Benjamin
Subject: RE: Phone calls received re: Construction of New Stadium

Good morning Ladies,

Just FYI... Please add residents below to the list concerning disapproval of the proposed new stadium.

Lester & Sondra Bratt – 954-718-1242

Thank you,

Jenga-A. Randle

Administrative Coordinator | **Mayor & Commission Office**
7525 NW 88th Ave, Tamarac, FL 33321 | (954) 597-3462 **T**
Jenga.Randle@tamarac.org | www.tamarac.org

From: Eliane Benjamin <Eliane.Benjamin@tamarac.org>
Sent: Thursday, May 20, 2021 5:46 PM
To: Jennifer Johnson <Jennifer.Johnson@tamarac.org>; Kimberly Dillon <Kimberly.Dillon@tamarac.org>
Cc: Jenga Randle <Jenga.Randle@tamarac.org>; Regina Skenandore <Regina.Skenandore@tamarac.org>; Laura Karpaviciute <Laura.Karpaviciute@tamarac.org>
Subject: Phone calls received re: Construction of New Stadium

Hello Jen Jen,

Attached please find a list of phone calls and messages I have been receiving regarding concern about the proposed new stadium.

Have a good evening.

Eliane



From: [MONA PERLMAN](#)
To: [City Clerk](#)
Subject: [EXTERNAL] Do Not tear down sports complex at 77 street B in Tamarac
Date: Wednesday, May 12, 2021 12:52:04 PM

This message has originated from an External Source. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hi,

The elected officials will not tear the sports complex to develop an Olympic style track.

No 2500 car parking lot.

Kings Point has been there longer than the Sports Complex.

The commissioners have wasted tax payer money. Not anymore. There will be a large class action suit if this continues.

Safety to others. It will ruin the property value of South Hampton condos part of Kings Point, which is directly across.

Not to mention too much traffic.

The cost of maintenance on that type of track is costly.

4 million dollars is a waste of tax payers dollars.

Thank you

Mona Perlman

Granville Development part of Kings Point

Sent from my iPhone

From: [Cheri Harris](#)
To: [City Clerk](#)
Cc: [Cheri Harris](#)
Subject: [EXTERNAL] Don't Demolish Sports Complex
Date: Wednesday, May 12, 2021 11:27:45 AM

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hello,

I am a resident of Kings Point in Tamarac. My condo faces the sports complex. HOW DARE YOU vote and plan on demolishing the existing facility and put up a 10,000 seat Olympic Track and hold concerts and events there!!!! You will decrease the value of our homes, cause horrible traffic problems. You would be taking away the quiet enjoyment and facility that we already have. PLUS it is devastating that you would hide this meeting from the residents of Kings Point. NOTHING was mailed to us. Yet, you have the meeting planned for this evening. PLUS with the pandemic you actually are having a meeting in person or is it virtual? NOBODY contacted the residents here.

We are all still dealing with this pandemic. We are senior citizens and the majority of us cannot attend a meeting in person. ESPECIALLY since we were never notified about it.

This land is a dedicated park and it is illegal to change the laws now.

This is horrible!!! We chose to live here because Tamarac and Kings Point are great communities. How dare you all treat us like this.

Cheri Harris
954-914-2100

From: [Jill Nichols](#)
To: [City Clerk](#)
Subject: [EXTERNAL] Petition to oppose the building of a Stadium adjacent to KPIT community
Date: Wednesday, May 12, 2021 10:35:44 AM

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I am Vaulda Nichols a homeowner and taxpayer in the Kings Point Community.
I hereby oppose the building of the Stadium and destruction of a beautiful Sports Complex.
PLEASE DO NOT INTERRUPT MY PEACE AND QUIET TIME IN MY COMMUNITY.
I know first hand what comes with a stadium, I ran from one.
NO TO THIS DEAL.
[Sent from Yahoo Mail on Android](#)

From: [Eilene Topper](#)
To: [City Clerk](#)
Subject: [EXTERNAL] Sports Complex
Date: Wednesday, May 12, 2021 11:21:37 AM

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This project is ill advised at best.

While this proposal for demolishing the already updated sports complex and replacing it may be a source of revenue for the city, it will also be a detriment to the Kings Point community in several ways. Traffic on Nob Hill and 77th will be a nightmare. The KPIT clubhouse and the Palace Theatre and parking lot will be unreachable during construction and events at the new Sports Complex. The noise during concerts, sporting events, etc. will invade the peaceful nature of our community and require us to keep our windows closed against the loud volume emanating from the special events at the Complex. In turn, it will reduce our property values.

Kings Point residents provide an excellent revenue source for Tamarac through our taxes and our patronage of local businesses. Perhaps we will take our business elsewhere.

But this isn't just about KPIT. Where will the children have a place to play soccer and other sports in a safe environment after school?

Have you even spoken to those who will be impacted by this proposal? Please consider ALL sides of this issue and vote NO.

Sent from my iPhone

From: [Ellen Cohen](#)
To: [City Clerk](#)
Subject: [EXTERNAL] Sportsplex at 77th and Nob Hill
Date: Wednesday, May 12, 2021 12:24:10 PM

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I am writing to express that I am NOT in favor of tearing down the sportsplex and replacing it with a 10,000 seat certified Olympic-sized track. It will cause those of us in this area to live with noise and street congestion and will impact our house values.

Thank you,
Ellen Cohen
Kings Point resident

Sent from my iPad

From: [Louis Cohen](#)
To: [City Clerk](#)
Subject: [EXTERNAL] Tamarac (Florida), City Government Meeting, reference: The Tamarac Sportsplex
Date: Wednesday, May 12, 2021 1:36:59 PM

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Peace and good health for all.

I have recently learned of your interest in creating through change a many seat Olympic Size track with parking for over two thousand vehicles. I have read this area will host many different types of events (examples: concerts, sports...).

As a resident of Tamarac, and residing in Kings Point I am appreciative of your leadership, as also the environment we reside in. I also recognize change that is for the well-being of Tamarac et al.

My concern is safety, and conduct. Yes, research, planning, rules, guidelines, implementation, and monitoring are important aspects in consideration for change. In part research, to learn the data of how other geographical areas with a similar environment and implemented plan have progressed?

I would believe your plan to have a cost which could effect the city taxes to its residents. I would believe that there would be a gain in revenue, that includes those using a new facility to be taxed too?

I would think that there would be many people coming into Tamarac to use the facility. Possibly Tamarac residents would have some benefit (discount)?

I have learned that management is most important. How will the facility be attended, inside and outside? What methods (examples: passes, tickets...) will be in effect for everyone to adhere to?

I return to safety, and conduct. Understanding that there are concerns in society that look at illegal drugs, weapons (gun and knife) consumption of alcohol, aggressive behaviors, lack of communication, traffic, and collisions, and words causing consequences (fear, threats, bullying). All that I have mentioned have caused harms, that have escalated to severe injuries and fatalities.

I would be interested in learning if what I am sharing will be in your thinking, and planning.

My communication with my wife (Ellen) has us sharing, that we would like to assist (volunteer) in some way acceptable to you, and us, for the well-being of the city we reside in. We thank you for the recognition Tamarac brings to Veterans.

We are respectfully, and sincerely,

Ellen and Louis Cohen
Louis at the keyboard today.
P.O. Box 25338
Tamarac, Florida 33320

E-mail: Lcsc4@icloud.com
Telephone: 954-532-9930

From: [Evelyn Sanz New](#)
To: [City Clerk](#)
Subject: [EXTERNAL] Tamarac Sports Complex
Date: Wednesday, May 12, 2021 3:00:35 PM

This message has originated from an External Source. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Name is Evelyn Sanz and I reside in Kings Point. I just learned all the details about your site to be built here. I am extremely opposed to this usage of our park. The traffic would be horrendous to our seniors here. The loud noises of your concerts Will make living conditions unbearable. We moved to Tamarac to live in a peaceful, quiet community. We pay a great deal of taxes here . Now you want to destroy the whole reason we chose to live here. I say NO NO NO to your proposal !!! I did not move here to have traffic jams and concerts in my back yard!

From: [Cheri Harris](#)
To: [City Clerk](#)
Cc: [Cheri Harris](#)
Subject: Fwd: [EXTERNAL] Don't Demolish Sports Complex
Date: Wednesday, May 12, 2021 11:55:04 AM

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By the way, the developer dedicated the land to parks. It is illegal to change it. Check out the history. Shame on all of you for trying to do this and ruin our city.

Cheri Harris

Sent from Yaya's phone

Begin forwarded message:

From: City Clerk <City.Clerk@tamarac.org>
Date: May 12, 2021 at 11:48:04 AM EDT
To: Cheri Harris <cheris1403@gmail.com>
Subject: RE: [EXTERNAL] Don't Demolish Sports Complex

Thank you for your comments. I will be sure to get them the City Commission for review today.

Regards, Jen

From: Cheri Harris <cheris1403@gmail.com>
Sent: Wednesday, May 12, 2021 11:28 AM
To: City Clerk <City.Clerk@tamarac.org>
Cc: Cheri Harris <cheris1403@gmail.com>
Subject: [EXTERNAL] Don't Demolish Sports Complex

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hello,

I am a resident of Kings Point in Tamarac. My condo faces the sports complex. HOW DARE YOU vote and plan on demolishing the existing facility and put up a 10,000 seat Olympic Track and hold concerts and events there!!!! You will decrease the value of our homes, cause horrible traffic problems. You would be taking away the quiet enjoyment and facility that we already have. PLUS it is devastating that you would hide this meeting from the residents of Kings Point. NOTHING was mailed to us. Yet, you

have the meeting planned for this evening. PLUS with the pandemic you actually are having a meeting in person or is it virtual? NOBODY contacted the residents here.

We are all still dealing with this pandemic. We are senior citizens and the majority of us cannot attend a meeting in person. ESPECIALLY since we were never notified about it.

This land is a dedicated park and it is illegal to change the laws now.

This is horrible!!! We chose to live here because Tamarac and Kings Point are great communities. How dare you all treat us like this.

Cheri Harris
954-914-2100

The City of Tamarac is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.

Jennifer Johnson

From: eric sleeper <esleep@msn.com>
Sent: Wednesday, May 26, 2021 3:38 AM
To: Debra Placko
Cc: Michael.Chernoch@Tamarac.org; City Clerk
Subject: [EXTERNAL] "World Class Track" in Tamarac

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Dear Commissioner Placko:

My name is Eric Sleeper. My wife and I are residents of Tamarac and my mother-in-law, Muriel Markowitz, has lived at Kings Point for more than 25 years. I am 62 years of age and an attorney by profession. I write to you with respect to the "world class track" proposal raised by Commissioner Gelin (Comm. Gelin) at the Commission's meeting on April 14 (the "April 14 Meeting") and that is back on the Commission's agenda tomorrow (May 26) via Commissioner Villalobos whose district this proposal has been made for even though it appears he was not really consulted on it before Comm. Gelin raised it. I would have welcomed appearing in-person to speak to my concerns during tomorrow's hearing, but our daughter is about to bless us with our first grandchild and so we are driving to NJ for that memorable event and to be of assistance to her and our son-in-law. That said, I wanted to be sure to relay what I see as a number of very real issues that collectively confirm that this idea of ripping up a large section of the current Sports Complex to build a "world class track" is a poorly thought out, badly conceived and planned concept that should never go beyond its current status and should be voted down outright.

There are undoubtedly a number of well-intentioned, and reasonable, concerns by the residents living in developments surrounding or down the street from the Tamarac Sports Complex. It is hard to deny that a project like this would have a significant impact on them. An obvious one is the tremendous increase in vehicle traffic (without a corresponding traffic analysis) that would undeniably be caused by a tenfold increase in parking and event size generated by a 10,000-minimum seat facility and the building of parking space jumping from a current roughly 250 spaces to more than 2,500 spaces. No matter how you look at it this track/entertainment facility would potentially generate a huge increase in traffic and corresponding safety concerns for a largely senior residence population living around the Complex. Next, obviously a facility with that type of capacity would also generate substantial noise increases. Additionally, the "light bleed" from what would be necessary to properly light such a facility could be significant to the surrounding communities. There may also be environmental issues; yet, no such analysis appears to have been undertaken on what the extent of those might be. There are undoubtedly additional rationale concerns by those many residents that would be impacted by such a facility. There are roughly 10,000 voters (about 1/6 of Tamarac's population) living within shouting distance of the Complex.

But I come at this from other angles.

First, I look at the stated "rationale(s)" for this project in the first place.

Comm. Gelin, and a number of coaches, all from outside Tamarac recruited to speak during the April 14 Meeting, claim that this is largely all about the kids and giving them other opportunities...and, reportedly, secondarily the residents (many seniors) living around the Complex.

I begin by considering "what kids"? Not one of the coaches that called-in at the April 14 Meeting coach in Tamarac. Only one mentioned a school anywhere really near Tamarac and that's in Coral Springs...J.P. Taravella high school...and he even indicated that that school reportedly has, at most, 30-40 children from Tamarac. There were also a couple of college coaches from the region that also called in that equally coach in college programs outside of Tamarac. Also, not one of these coaches appears to live in Tamarac, work in Tamarac or pay taxes in Tamarac. In short, they contribute almost nothing to the residents of Tamarac or help to fund its public projects. If they truly believe that the residents of the towns & cities whose kids they coach deserve a "world class track" they are coming to the wrong government entity. Tamarac residents shouldn't be required to carry the financial burden of their coaching dreams. If anyone should it should be Broward County and the Broward County school districts where these geographically dispersed kids actually come from. As far as giving kids access to a track is concerned, there are a number of existing tracks throughout the County that they can practice and compete on...what justifies Tamarac residents having to foot the bill to hand them an unnecessary "world class" track. Sure, track programs provide opportunities. Yet, so do the current sports fields and sports facilities that millions of Tamarac residents' taxes already paid for at the Complex and are readily used by kids from the area. Track & field is but just one sport. Also, while several of the coaches spoke to kids gaining possible scholarship monies, the number of kids that are blessed with collegiate scholarships from competing in T&F is infinitesimal (roughly \$11K per T&F athlete and a limitation of approx. 12.6 scholarships per collegiate T&F team which can involve nearly 100 or so athletes per team). I know this first hand as my son was one of those scholarship track athletes and he competed for a D-1 program. This scholarship money for T&F is also generally limited to high level D-1 college programs while most T&F athletes compete at the D-2, D-3 or lower levels. I can also count on, at best, one hand the number of kids who come out of these programs to continue to compete in T&F professionally. It is a truly negligible number. I fully support kids participating in T&F. It's a terrific sport and generally very healthy (although injuries do occur with some frequency). But let's not kid ourselves as to the future T&F prospects of those who choose to participate in it or that it's an open door to a college education.

As far as seniors living in the area are concerned, Comm. Gelin likes suggesting that his track would beckon to them and they would show up in numbers too big to ignore. I say, prove it! First, I know of virtually no seniors who would choose to get in their cars, much less cross busy Nob Hill (or other surrounding streets), just to use a track. Most of those I know (and I know a number as both my wife and I have been avid walkers and bikers for several years in the area immediately surrounding Kings Point and see them frequently) have a set routine of walking (a very few run and/or bike) throughout their developments or a park like Tephford that is in easy walking distance. Planting a track in the Complex is not going to change those routines...and, of course, there is already a paved walking/running/biking path at the Complex to take advantage of for those handful of area residents who choose to do so. This is also Florida we are talking about where the outside temperatures and humidity are routinely high (esp. between the hours of 9 am - 6 pm). Using a track that has zero shade and complete exposure to the elements is not something that any intelligent-thinking senior would want to partake in. They would literally have to be a sado masochistic person with little concern for their senior health to do so. In short, it doesn't take a rocket scientist to figure out that area residents, especially seniors, will not flock, much less even chose to use, an outdoor track facility in south Florida.

This leads to another very pertinent point. Outdoor tracks, even "world class" ones, go unused for the better part of the year. This is largely because of (1) the outdoor weather elements, (2) the availability of plenty of other locations to walk/run/bike on, and (3) the inherent limitations and benefits of running on a track as

opposed to other locations. I know Comm. Gelin has been communicating to others (Tamarac residents or otherwise) the alleged upside to providing a soft surface track for residents/others to run on. Sure, a soft surface can be helpful, but that's largely for those athletes that compete routinely in track and are susceptible to impact injuries (although, injuries still occur nonetheless). But that must be weighed against the physical and health impact of running in high heat and humidity which, not surprisingly, can be debilitating. That "soft surface" also radiates additional heat that raises the temperature on the track beyond that already there due to complete exposure to the airborne heat and humidity.

Again, I speak from experience. My son was in a very competitive high school T&F program, and then competed at a collegiate D-1 level. He, and us, either competed and/or visited a number of world class (either collegiate level or corporate level (like Nike) track facilities) during that time. The only ones that ever had more frequent use were indoor facilities (e.g., the Reggie Lewis T&F indoor facility in Boston for one) because they were indoors and, as a result, were much less impacted by the weather elements. The outdoor facilities (e.g., Nike's in Portland, OR, the Univ. of Oregon's, Univ. of Pennsylvania's Penn Relays facility, the Penn State T&F outdoor facility and that of the Univ. of North Carolina to name but a few) while nicely built and attractive, and nice to compete on, all largely remain dormant and unused for the better part of the year except during practices and meets. You find the same thing at the vast majority of high school facilities. My son's was only used for some practices (T&F or other sports) and the occasional area meet. Even though it was available to town residents, it was very rarely ever used by them and when it was it was generally the same small handful of people. There are just too many other available places to walk/run that don't require a car ride or unsafe road crossing to get to and, I dare say, as recreational runners/walkers they simply do not require a track, soft surface or otherwise.

Simply stated, the vast majority of tracks are, in fact, at best white elephants. As noted, they go unused for the better part of every year...esp. in south Florida with its harsh weather conditions via its heat and humidity. You don't have to be some track expert to figure that out. Comm. Gelin's track vision would be no different. Correspondingly, the cost of it will undeniably be high and a huge hit to Tamarac taxpayers.

The agenda for the April 14 Meeting suggested a cost of \$3.2 million. No information whatsoever was provided to back up that amount which seemed to creep closer to \$4 million as the Meeting progressed (indeed, I would submit that the track presentation on April 14 was, at best, amateurish and lacking significant necessary information to properly evaluate it). I think a much more realistic amount would ultimately exceed \$10 million (much like what happened to the City's renovation costs for the Colony West golf club)....and that's just to get the thing built. First, Tamarac taxpayers would have to "eat" the millions already invested to build what is currently at the Complex. Some level of studies and plans would then need to be done and generated. RFPs, or their equivalent, would need to be solicited and evaluated. There would be significant costs involved in tearing apart the existing fields/structures at the Complex to make room for this. Then, of course, the track facility would have to be built. Not only the track itself but its seating, restrooms, concessions, etc. Of course, there would also be the expense of expanding existing parking tenfold from roughly 250 to 2,500 spaces. I'm sure I'm overlooking items but even so it's clear the costs to Tamarac taxpayers will be significant. And, then there is the annual maintenance costs for such a facility. Again, due to the weather conditions in south Florida these costs themselves can be material. There clearly will be no monetary return on investment (ROI) to Tamarac taxpayers from this ill-advised project. While Comm. Gelin withdrew a couple of weeks back his agenda item for having a feasibility study done on his "vision," no matter how respectable such a study's preparer might be, I too could (as I have through the years) find and retain an "expert" who will tell me what I want to hear. Tamarac doesn't need to be incurring the cost of such a study when the reality of all of this is abundantly clear even to a layperson.

Comm. Gelin also touts his facility as one that would generate IAAF international competitions and put Tamarac "on the map." First, the IAAF, in name, no longer exists...it became World Athletics a couple of years back. World Athletics, based in Monaco, as its name makes clear, is a worldwide organization. The United States has only one member on its decision-making, twenty-five-member Council. The current President is the former track Olympian Sebastain Coe who is from Great Britain. In other words, the U.S. has limited impact on that body. It also does not operate on the basis of "if you build it, they will come." There is a whole detailed evaluation process for reported new "world class" T&F facilities. This hardly takes place overnight. Then, they evaluate the cost/benefits to competing at a particular facility, etc. etc. Even if a facility is granted a sanctioned competition, there is no guarantee it will be awarded another one anytime soon thereafter. Similarly, even if granted an event, you are talking about their use of the facility for maybe one week (7 days) out of a 365-day year. Some might label this as being, at best, a pipe dream.

Finally, Comm. Gelin equally claims that this facility can also be a "world class" entertainment spot. Some might ask what he is smoking, but I won't go that far. Again, we're not talking about a covered theater or amphitheater. It would be an open-air, largely openly-exposed structure. In other words, it would be subject to the whims, and harshness, of south Florida weather. At a 10,000-seating capacity, the potential resulting traffic, and myriad safety and law enforcement, impact would clearly be substantial. The BB&T Center has less concert capacity (9,400)...and, yet, there are clear reasons why it was located where it was and that includes obvious traffic, parking and safety considerations. Managing this behemoth would also very likely require Tamarac to hire an outside entity to manage, among other things, locating/scheduling acts, ticketing, managing the entertainment aspects of the facility and its security, etc. etc. None of that would be done for free and, again, would fall into the laps of Tamarac taxpayers.

Being someone who has been involved in T&F at high levels, and knowing my son's appreciation for the sport, it almost pains me to point out much of the above (including the obvious downsides to such a sizable entertainment complex). My wife and I came to not only learn much about, and appreciate, the sport (and what it did for our son) but also to be avid supporters/viewers of their competitions. However, one can do that without cutting off one's nose to spite their face. I have evaluated Comm. Gelin's track idea in a number of different ways and yet in doing so have not been able to conclude that this would be, as noted above, anything other than a white elephant for the City of Tamarac and its taxpayers. It simply makes no sense whatsoever to saddle City taxpayers with this unjustified financial cost much less the undeniable negative impact it would have on the many Tamarac residents (and voters) living in the area of the Complex. Please vot this project down.

Eric Sleeper

Jennifer Johnson

From: Rich Bobker <rbobker@kingspoint.com>
Sent: Wednesday, May 26, 2021 11:20 AM
To: Michelle J. Gomez; City Clerk
Subject: [EXTERNAL] Petition Signatures
Attachments: DOC052621.pdf

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Good Morning all please find attached petition signatures against the proposed track at the Tamarac Sports Complex

Rich Bobker
Excutive Board President



7620 Nob Hill Road
Tamarac, FL 33321
954-726-4120, x230

We DO NOT WANT this!

Kings Point Resident

S O U T H A M P T O N B L D G . E

The City of Tamarac is proposing to renovate the Tamarac Sportsplex located at the corner of 77th Avenue and Nob Hill Road. They are planning to demolish the ball field and walking track and replace it with a 10,000 seat Certified Olympic Size Track with adjoining parking for approximately 2,500 cars. This new track will host concerts, sporting events, along with other types of shows.

By allowing this track to be built, the consequences to Tamarac and Kings Point residents will result in the elimination of quiet enjoyment within our homes; property values will decrease; traffic issues will be magnified, etc.

Any and all concerns should be addressed to our Tamarac City Hall Leaders at (954) 597-3500.

It is on the meeting agenda for 05/12/2021 again with no specific agenda we need to speak loud and clear to stop this.

Sign the petition go to the address below.

<http://chng.it/SmYcHHX2Bn>

Signatures

Name	Location	Date
Richard Hickman	Port Saint Lucie, FL	2021-05-11
Judy Fetzer	Fort Lauderdale, FL	2021-05-11
Jackie Cowit	Fort Lauderdale, FL	2021-05-11
judi peskin	Tamarac, FL	2021-05-11
Alfred Cutler	Fort Lauderdale, FL	2021-05-11
Lynn Sher	Pompano Beach, FL	2021-05-11
Patricia Oreilly	Fort Lauderdale, FL	2021-05-11
Charles Redler	Fort Lauderdale, FL	2021-05-11
Barney Agate	Tamarac, FL	2021-05-11
Tatyana and Leonid Gitis	Fort Lauderdale, FL	2021-05-11
Lisa Capon	Fort Lauderdale, FL	2021-05-11
Sharon Spring	Fort Lauderdale, FL	2021-05-11
Kathy Hess	Fort Lauderdale, FL	2021-05-11
Cindy Dull	Tamarac, FL	2021-05-11
Orli Leshem	Fort Lauderdale, FL	2021-05-11
Beth Starkweather	Tamarac, FL	2021-05-11
Janet Ammirati	sunrise, FL	2021-05-11
Carmen Natal	Fort Lauderdale, FL	2021-05-11
DONNA SUCHER	Fort Lauderdale, FL	2021-05-11
Paul Fealk	Tamarac, FL	2021-05-11

Name	Location	Date
Sara Peaker-Angel	Tamarac, FL	2021-05-11
Baylee Soper	Glen Burnie, US	2021-05-11
stephanie lovinger	Fort Lauderdale, FL	2021-05-11
Jeanne Kacprxak	Pompano Beach, FL	2021-05-11
Judith Mager	Tamarac, FL	2021-05-11
Marcia Phillips	Tamarac, FL	2021-05-11
Natalie Sehr	Fort Lauderdale, FL	2021-05-11
Joyce Kennedy	Tamarac, FL	2021-05-11
Jon Kennedy	Fort Lauderdale, FL	2021-05-11
Patte Grad	Fort Lauderdale, FL	2021-05-11
MEL Yoder	Fort Lauderdale, FL	2021-05-11
Barbara Elman	Tamarac, FL	2021-05-11
Darcy Schiller	Fort Lauderdale, FL	2021-05-11
Shar Feldstein	Miami, FL	2021-05-11
Sofía Mejia	Dover, US	2021-05-11
Dan Lippiello	Tamarac, FL	2021-05-11
Caroline Albano	Fort Lauderdale, FL	2021-05-11
Barbara Gadesi	Fort Lauderdale, FL	2021-05-11
richard wolff	tamarac, FL	2021-05-11
Steve Gadesi	Fort Lauderdale, FL	2021-05-11
Heather Harrison	Tamarac, FL	2021-05-11
Justine Montgomery	Coral Springs, FL	2021-05-11

Name	Location	Date
Mary Strong	Fort Lauderdale, FL	2021-05-11
Merissa Penaloza	Fort Lauderdale, FL	2021-05-11
Madeline Greenberg	Fort Lauderdale, FL	2021-05-11
Audrey Rosich	Fort Lauderdale, FL	2021-05-11
Suzanne Camel	Tamarac, FL	2021-05-11
Dennis Vaillancourt	Fort Lauderdale, FL	2021-05-11
Connie Devonick	Fort Lauderdale, FL	2021-05-11
John Rastatter	Fort Lauderdale, FL	2021-05-11
Sharon Borner	Fort Lauderdale, FL	2021-05-11
Wesley F. Borner	Coral Springs, FL	2021-05-11
Karen DeSilva	Fort Lauderdale, FL	2021-05-11
Esteban Medaglia	Tamarac, FL	2021-05-11
Steven Marsh	Fort Lauderdale, FL	2021-05-11
Kathy Giroux	Fort Lauderdale, FL	2021-05-11
jerrold sabin	Fort Lauderdale, FL	2021-05-11
Jodie Mccomas	Fort Lauderdale, FL	2021-05-11
Phyllis Korman	Fort Lauderdale, FL	2021-05-11
Theresa Neumann	Fort Lauderdale, FL	2021-05-11
Rhonda Redler	Fort Lauderdale, FL	2021-05-11
Anita Kaplan	Fort Lauderdale, FL	2021-05-11
Pamela Tookhan	Pompano Beach, FL	2021-05-11
Madeline Stone	Fort Lauderdale, FL	2021-05-11

Name	Location	Date
Marcia Greenfield	Fort Lauderdale, FL	2021-05-11
Sophie Ann	US	2021-05-11
Lourdes Almenara	Riverview, FL	2021-05-11
Audree Kusher	coral springs, FL	2021-05-11
Robin Levine	Tamarac, FL	2021-05-11
norton blumberg blumberg	Fort Lauderdale, FL	2021-05-11
Terry Davis	Tamarac, FL	2021-05-11
Norman Krupin	Tamarac, FL	2021-05-11
Chris Hickman	Port Saint Lucie, FL	2021-05-11
Joseph Kluepfel	Fort Lauderdale, FL	2021-05-11
Nicole Gutierrez	Fort Lauderdale, FL	2021-05-11
GERALD SHAPIRO	Fort Lauderdale, FL	2021-05-11
Eric Sleeper	Fort Lauderdale, FL	2021-05-11
Dimitry Zaprutsky	Fort Lauderdale, FL	2021-05-11
Muriel Markowitz	Fort Lauderdale, FL	2021-05-11
Samuel Dull	Tamarac, FL	2021-05-11
Valerie Belpanno	Fort Lauderdale, FL	2021-05-11
Susan Sirota	Fort Lauderdale, FL	2021-05-11
Barbars Gart	Fort Lauderdale, FL	2021-05-11
Andrea Sleeper	Fort Lauderdale, FL	2021-05-11
Karen Dreyer	Atlanta, FL	2021-05-11
Adrienne Buscaglia	Fort Lauderdale, FL	2021-05-11

Name	Location	Date
Linda Kohn	Fort Lauderdale, FL	2021-05-11
Sheila Friedman	Tamarac, FL	2021-05-11
Adrienne Collins	Fort Lauderdale, FL	2021-05-11
gerald heller	Fort Lauderdale, FL	2021-05-11
Sharon Jacobs	Hollis, NY	2021-05-11
Leonard Weiss	Fort Lauderdale, FL	2021-05-11
Nancy Leeds	Fort Lauderdale, FL	2021-05-11
Abby Leonard	US	2021-05-11
Loretta Dietch	Tamarac, FL	2021-05-11
Roberta Marpet	Orlando, FL	2021-05-11
Sherry Singh	Tamarac, US	2021-05-11
Janice Pincus	Fort Lauderdale, FL	2021-05-11
Bruce Laster	Tamarac, FL	2021-05-11
Robert White	Tamarac, FL	2021-05-11
Donna Ringel	Fort Lauderdale, FL	2021-05-11
Marvin Axelrod	Fort Lauderdale, FL	2021-05-11
Steve Sanders	Ft. Lauderdale, FL	2021-05-11
Fred Bailin	Fort Lauderdale, FL	2021-05-11
nicholas LUCENTI	Fort Lauderdale, FL	2021-05-11
RITA WILLIAMS	Fort Lauderdale, FL	2021-05-11
Bettie Goldszer	Fort Lauderdale, FL	2021-05-11
Richard Levine	Tamarac, FL	2021-05-11

Name	Location	Date
Sylvia Blum	Fort Lauderdale, FL	2021-05-11
Helen Klinge	Ellijay, GA	2021-05-11
Mary Anne Gill	Tamarac, FL	2021-05-11
Tanya Zaprutsky	Fort Lauderdale, FL	2021-05-11
Tony Figueroa	US	2021-05-11
Su Pang	Fort Lauderdale, FL	2021-05-11
Tony Young	Fort Lauderdale, FL	2021-05-11
Francine Bailin	Fort Lauderdale, FL	2021-05-11
Douglas Carson	Fort Lauderdale, FL	2021-05-11
John Abdirkin	Fort Lauderdale, FL	2021-05-11
Shelley Aronowitz	Fort Lauderdale, FL	2021-05-11
dolly shivers	Tamarac, FL	2021-05-11
Souhaila Solaiman	Dublin, OH	2021-05-11
abdel raouf solaiman	Tamarac, FL	2021-05-11
Valerie Rosenberg	Fort Lauderdale, FL	2021-05-11
John Knutowicz	Bel Air, MD	2021-05-11
Karen Waldron	Fort Lauderdale, FL	2021-05-11
Rita Costantino	Fort Lauderdale, FL	2021-05-11
Patricia Kozik	Tamarac, FL	2021-05-11
Lester MATCOVSKY	Tamarac, FL	2021-05-11
Roger Nichols	Jacksonville, FL	2021-05-11
Morton Sher	Fort Lauderdale, FL	2021-05-11

Name	Location	Date
Karl Bihl	Fort Lauderdale, FL	2021-05-11
Mirtha Licata	Miami, FL	2021-05-11
Ruth Katz	Fort Lauderdale, FL	2021-05-11
Renee Sarnoff	Fort Lauderdale, FL	2021-05-11
Neil Goldberg	Fort Lauderdale, FL	2021-05-11
Carole Lucido	Fort Lauderdale, FL	2021-05-11
Terry Platt	Fort Lauderdale, FL	2021-05-11
jack swick	Fort Lauderdale, FL	2021-05-11
Patricia Knutowicz	Tamarac, FL	2021-05-11
Debra Berg	Tamarac, FL	2021-05-11
Anthony Behrens	Fort Lauderdale, FL	2021-05-11
juliana kirk	Farmington, US	2021-05-11
Patricia Bentley37375	Orlando, FL	2021-05-11
Elaine Heller	Tamarac, FL	2021-05-11
Destiny White	Indianapolis, US	2021-05-11
Carolee Lucenti	Fort Lauderdale, FL	2021-05-11
Albert Felberg	Fort Lauderdale, FL	2021-05-11
Janet sloane	Tamarac, FL	2021-05-11
Diane Velzy	Fort Lauderdale, FL	2021-05-11
Polina Hammond	Pompano Beach, FL	2021-05-11
Caroline mcGilloway	Pompano Beach, FL	2021-05-11
Phyllis Redler	Tamarac, FL	2021-05-11

Name	Location	Date
Bonnie Conde	Tamarac, FL	2021-05-11
LAURA QUIJANDRIA	Fort Lauderdale, FL	2021-05-11
Lindsey Bizzarro	Fort Lauderdale, FL	2021-05-11
Diane Gerrish	Tamarac, FL	2021-05-11
Michele Beenken	Tamarac, FL	2021-05-11
Richard Wandner	Fort Lauderdale, FL	2021-05-11
Linda Scheinfeld	Tamarac, FL	2021-05-11
Tony Gabbadon	Tamarac, FL	2021-05-11
Al raimer	Fort Lauderdale, FL	2021-05-11
Barbara Behrens	Fort Lauderdale, FL	2021-05-11
Patrick Tarpy	Fort Lauderdale, FL	2021-05-11
Leslie Schuster	Fort Lauderdale, FL	2021-05-11
Lana Munoz	Fort Lauderdale, FL	2021-05-11
RALPH RANIERE	Fort Lauderdale, FL	2021-05-11
dexter tom	Fort Lauderdale, FL	2021-05-11
Joyce Gabloff	Fort Lauderdale, FL	2021-05-11
BARBARA GUBERNICK	Fort Lauderdale, FL	2021-05-11
Lynne Eisenberg	Fort Lauderdale, FL	2021-05-11
Harold Anderson	Fort Lauderdale, FL	2021-05-11
Manolo Puerto	US	2021-05-11
Diana Tradar	Fort Lauderdale, FL	2021-05-11
Theresa Plastino	Fort Lauderdale, FL	2021-05-11

Name	Location	Date
Lynne Lambert	Fort Lauderdale, FL	2021-05-11
Judith Peck	Tamarac, FL	2021-05-11
Geraldine Kreppel	Fort Lauderdale, FL	2021-05-11
Stanley Marcus	Fort Lauderdale, FL	2021-05-11
Loretta Schiller	Miami, FL	2021-05-11
David Morgan	Tamrac, FL	2021-05-11
Melinda Eilender	Tamarc, FL	2021-05-11
Joaquin Montes	Fort Lauderdale, FL	2021-05-11
Michael Kanfer	Tamarac, FL	2021-05-11
Ellen Goldstein	Fort Lauderdale, FL	2021-05-11
James Harding	Tamarac, FL	2021-05-11
Rosemary Bonvicin	Fort Lauderdale, FL	2021-05-11
Melanie Feltman	Tamarac, FL	2021-05-11
raven da	Fort Lauderdale, US	2021-05-11
Jerald Trieber	Fort Lauderdale, FL	2021-05-11
Helen Goldenberg	Fort Lauderdale, FL	2021-05-11
Richard Sherman	Tamarac, FL	2021-05-11
Orrie McLemore	Fort Lauderdale, FL	2021-05-11
Pamela Lane	Fort Lauderdale, FL	2021-05-11
Nancy Kirk	Tavernier, FL	2021-05-11
thomas cortese	Fort Lauderdale, FL	2021-05-11
DANIEL FELDHEIM	Tamarac, FL	2021-05-11

Name	Location	Date
Stephen Kelleher	Fort Lauderdale, FL	2021-05-11
Michele Anczelowitz	Tamarac, FL	2021-05-11
Deja Ginsburg	Fort Lauderdale, FL	2021-05-11
Lucille Edelson	Fort Lauderdale, FL	2021-05-11
Ramon Rodriguez	Fort Lauderdale, FL	2021-05-11
Jeffrey Collins	Tamarac, FL	2021-05-11
Natalie Racenstein	Brooklyn, NY	2021-05-11
William Fritz	Fort Lauderdale, FL	2021-05-11
Meryle Lefkowitz	Fort Lauderdale, FL	2021-05-11
Betty Saferstein	Fort Lauderdale, FL	2021-05-11
Jacqueline Eisenberg	Tamarac, FL	2021-05-11
Kathleen Stone	Fort Lauderdale, FL	2021-05-11
Roberta Weiss	Tampa, FL	2021-05-11
Barbara Becker	Tamarac, FL	2021-05-11
Steven Antokal	Fort Lauderdale, FL	2021-05-11
GLORIA COHEN	Fort Lauderdale, FL	2021-05-11
Sharon Croenlein	Tamarac, FL	2021-05-11
Iris Friedman	Fort Lauderdale, FL	2021-05-11
BARBARA Stark	Fort Lauderdale, FL	2021-05-11
Steve Wolfson	Fort Lauderdale, FL	2021-05-11
Paula Steinberg	Tamarac, FL	2021-05-11
Adam Kaluba	Burleson, US	2021-05-11

Name	Location	Date
Beverly Wohl	Fort Lauderdale, FL	2021-05-11
Nelly Anderson	Tamarac, FL	2021-05-11
Tony Cappellucci	Peabody, MA	2021-05-11
Arthur H. Pess	Fort Lauderdale, FL	2021-05-11
Sharon Tabb	Tamarac, FL	2021-05-11
Denise Goldberg	Fort Lauderdale, FL	2021-05-11
Claire Tacher	Tamarac, FL	2021-05-11
Sonia Santiago	Pompano Beach, FL	2021-05-11
Karen Roeder	Fort Lauderdale, FL	2021-05-11
Yvonne Jones-Hull	Ft Lauderdale, FL	2021-05-11
Rhonda Macauda g f m	Fort Lauderdale, FL	2021-05-11
Ellen Birch	Tamarac, FL	2021-05-11
Cynthia Barton	Fort Lauderdale, FL	2021-05-11
Fern Nyer	Fort Lauderdale, FL	2021-05-11
Earlene Lutes Brown	Fort Lauderdale, FL	2021-05-11
Phyllis Finkelstein	Tamarac, FL	2021-05-11
Susan Feldman	Fort Lauderdale, FL	2021-05-11
Juldetta Montima	Fort Lauderdale, FL	2021-05-11
Alba Berazate	Fort Lauderdale, FL	2021-05-11
Yvonne Williams	Tamarac, FL	2021-05-11
Alice Hopson	Fort Lauderdale, FL	2021-05-11
Joseph Volpe	Fort Lauderdale, FL	2021-05-11

Name	Location	Date
Judith Goodman	Fort Lauderdale, FL	2021-05-11
Sheila Goldfarb	Fort Lauderdale, FL	2021-05-11
Florence Gerber	Fort Lauderdale, FL	2021-05-11
Carol Ferrelli	Fort Lauderdale, FL	2021-05-11
Jean Thomas	Fort Lauderdale, FL	2021-05-11
Wendy Jones	Plantation, FL	2021-05-11
Sandra Lotenberg	Fort Lauderdale, FL	2021-05-11
Robert Montgomery	Fort Lauderdale, FL	2021-05-11
Jamie Lash	Fort Lauderdale, FL	2021-05-11
Patricia Weiner	Fort Lauderdale, FL	2021-05-11
Sheldon Silver	Tamarac, FL	2021-05-11
Mona Perlman	Fort Lauderdale, FL	2021-05-11
Mitchell Weber	Fort Lauderdale, FL	2021-05-11
Susan Radow	Los Angeles, CA	2021-05-11
Robert Tablinsky	Exeter circle Tamarac, FL	2021-05-11
Sharon Cuozzo	Tamarac, FL	2021-05-11
LAWRENCE lerner	Fort Lauderdale, FL	2021-05-11
Howard Marmorstein	Tamarac, FL	2021-05-11
Sidney Bick	Fort Lauderdale, FL	2021-05-11
Fay Ellen Levinson	Fort Lauderdale, FL	2021-05-11
Marvin Friedman	Pompano Beach, FL	2021-05-11
marjorie leiva	Fort Lauderdale, FL	2021-05-11

Name	Location	Date
Yvonne Morales	Tamarac, FL	2021-05-11
Lois Oppenheimer	New York, NY	2021-05-11
ira Siegel	Fort Lauderdale, FL	2021-05-11
Sheri Saxe	Tamarac, FL	2021-05-11
Alba Escotto	Tamarac, FL	2021-05-11
Carol Wolfson	Fort Lauderdale, FL	2021-05-11
Lehtzen Orsini	Fort Lauderdale, FL	2021-05-11
Joy Miller	Fort Lauderdale, FL	2021-05-11
Caryn Filkoff	Tamarac, FL	2021-05-11
Debra Coopersmith	Tamarac, FL	2021-05-11
Doreen Czaja	Tamarac, FL	2021-05-11
Gerald Klein	Tamarac, FL	2021-05-11
Eugene Roth	Fort Lauderdale, FL	2021-05-11
Scott Scalise	Fort Lauderdale, FL	2021-05-11
Sidney Pachter	Fort Lauderdale, FL	2021-05-11
edward leiva	Fort Lauderdale, FL	2021-05-11
Sandra Harris	Tamarac, FL	2021-05-11
Judy Dubrow	Fort Lauderdale, FL	2021-05-11
Eli Soberal	Ponte Vedra, US	2021-05-11
michael goldberger	Tamarac, FL	2021-05-11
Jose Orsini	Tamarax, FL	2021-05-11
Gerry Streete	Fort Lauderdale, FL	2021-05-11

Name	Location	Date
Joyce Johnson	Upper Marlboro, MD	2021-05-11
Stuart Harris	Tamarac, FL	2021-05-11
Sabrena Sowell	Spring Hill, TN	2021-05-11
Ruth Dunbar	Fort Lauderdale, FL	2021-05-11
Murielle Braure	Fort Lauderdale, FL	2021-05-11
Janet Emery	Tamarac, FL	2021-05-11
Marie Claire Braure	Fort Lauderdale, FL	2021-05-11
Jean Braure	Fort Lauderdale, FL	2021-05-11
Roz Alexander	Fort Lauderdale, FL	2021-05-11
Jean Crawford	Fort Lauderdale, FL	2021-05-11
Linda Esposito	Tamarac, FL	2021-05-11
Lucy Bahoosh	Tamarac, FL	2021-05-11
Jack Terrington	Adelaide, Australia	2021-05-11
SANDRA MARKUSFELD	Fort Lauderdale, FL	2021-05-11
Elise Kohen	Tamarac, FL	2021-05-11
Audrey Fraenkel	Tamarac, FL	2021-05-11
Maureen McGibbon	Fort Lauderdale, FL	2021-05-11
Julie Fishman	Tamarac, FL	2021-05-11
Nancy Jaquith	Warwick, RI	2021-05-11
VALERIE ARONSON	Fort Lauderdale, FL	2021-05-11
Leslie Nichols	Fort Lauderdale, FL	2021-05-11
Susanna Moore	Fort Lauderdale, FL	2021-05-11

Name	Location	Date
Willaim Graham	Ottawa, Canada	2021-05-11
Ellen Schwartzberg	Pompano Beach, FL	2021-05-11
Denise Torrey	Hollywood, FL	2021-05-11
Kathleen Kane	Tamarac, FL	2021-05-11
Deborah van der Laan	Tamarac, FL	2021-05-11
Lillian Roberts	Fort Lauderdale, FL	2021-05-11
Brian Kozik	Fort Lauderdale, FL	2021-05-11
MELVIN SHAPIRO	Fort Lauderdale, FL	2021-05-11
Mary Brown	Fort Lauderdale, FL	2021-05-11
Robin Pittman	Tamarac, FL	2021-05-11
Liza Erazo	Tamarac, FL	2021-05-11
Benita Stanley	Fort Lauderdale, FL	2021-05-11
ILENE LICHT	Fort Lauderdale, FL	2021-05-11
Marge Jehle	Fort Lauderdale, FL	2021-05-11
Nick King	Jacksonville, US	2021-05-11
Gisel Regis	Pompano Beach, FL	2021-05-11
Frederick Jones	Fort Lauderdale, FL	2021-05-11
Iris Silverberg	Fort Lauderdale, FL	2021-05-11
Charles Moss	Fort Lauderdale, FL	2021-05-11
Michele Berman	Tamarac, FL	2021-05-11
Alice Weiner	Fort Lauderdale, FL	2021-05-11
Carolyn Jagers	Fort Lauderdale, FL	2021-05-11

Name	Location	Date
Elizabeth Alejos	Fort Lauderdale, FL	2021-05-11
Anne Lawrence	Fort Lauderdale, FL	2021-05-11
MIKE STERN	Fort Lauderdale, FL	2021-05-11
Aryelle B	Milwaukee, US	2021-05-11
Keegan Ballard	Green cove springs, US	2021-05-11
Katherine Minchener	Fort Lauderdale, FL	2021-05-11
Steve Stein	Fort Lauderdale, FL	2021-05-11
Donald Black	Tamarac, FL	2021-05-12
Myra Stella	Miami, FL	2021-05-12
Jerome Friedland	Tamarac, FL	2021-05-12
Maria Rucci	Fort Lauderdale, FL	2021-05-12
SANDRA FRIEDLAND	Fort Lauderdale, FL	2021-05-12
Margarita Novoseletsky	Fort Lauderdale, FL	2021-05-12
Sherry Sumner	Tinley Park, IL	2021-05-12
Donna Wehbe	Fort Lauderdale, FL	2021-05-12
Raul Vargas	Tamarac, FL	2021-05-12
Sherry Phillips	Fort Lauderdale, FL	2021-05-12
Ronald Saifman	Fort Lauderdale, FL	2021-05-12
William Vulpis	Fort Lauderdale, FL	2021-05-12
Gloria Bonner	Richton Park, IL	2021-05-12
Jeanmarie Steckler	Tamarac, FL	2021-05-12
Charles Plesher	Fort Lauderdale, FL	2021-05-12

Name	Location	Date
james zimmermn	Fort Lauderdale, FL	2021-05-12
Cerrelda M Jones	Tamarac, FL	2021-05-12
Lloyd Deutsch	Fort Lauderdale, FL	2021-05-12
CYNTHIA YOUNG	Lanham, MD	2021-05-12
Myra Goldfarb	Fort Lauderdale, FL	2021-05-12
Iris Barg	Meridian, US	2021-05-12
Gay Dianne Rothstein	Fort Lauderdale, FL	2021-05-12
Elaine Koecher	Fort Lauderdale, FL	2021-05-12
Ira Mennin	Fort Lauderdale, FL	2021-05-12
Marshall Lieberman	Tamarac, FL	2021-05-12
Sandr Kourouvacilis	Fort Lauderdale, FL	2021-05-12
Bradford Schupp	Plano, TX	2021-05-12
June Osterman	Fort Lauderdale, FL	2021-05-12
Mariella Brena-Bravo	Tamarac, FL	2021-05-12
Honey Platt	Fort Lauderdale, FL	2021-05-12
donna belmont	Fort Lauderdale, FL	2021-05-12
Stephan Tafeen	Fort Lauderdale, FL	2021-05-12
Eric Platt	Fort Lauderdale, FL	2021-05-12
Carlo Williams	Barling, US	2021-05-12
Arlene Zemsky	Tamarac, FL	2021-05-12
Rivka Spiegel	Fort Lauderdale, FL	2021-05-12
roslyn schrager	weston, FL	2021-05-12

Name	Location	Date
Linda Sommer	Fort Lauderdale, FL	2021-05-12
Ben Grundstein	Fort Lauderdale, FL	2021-05-12
Allan Libov	Fort Lauderdale, FL	2021-05-12
Denice Vasquez	Fort Lauderdale, FL	2021-05-12
judith schwartz	Fort Lauderdale, FL	2021-05-12
Monique Sajous	Fort Lauderdale, FL	2021-05-12
Elaine Mancini	Fort Lauderdale, FL	2021-05-12
Constance Michael	Fort Lauderdale, FL	2021-05-12
Jeanne Hurschman	Fort Lauderdale, FL	2021-05-12
Olga Rueda	Tamarac, FL	2021-05-12
Gerald Kane	Tamarac, FL	2021-05-12
Elinor Wurtzel	Fort Lauderdale, FL	2021-05-12
Terry Haber	Fort Lauderdale, FL	2021-05-12
Navindra Singh	Fort Lauderdale, FL	2021-05-12
steven feuer	Fort Lauderdale, FL	2021-05-12
Tia Ball	US	2021-05-12
Robert Oberdorf	Plantation, FL	2021-05-12
Arlene Schack	Fort Lauderdale, FL	2021-05-12
sherri lewis	tamarac, FL	2021-05-12
Annette Brizzolara	Tamarac, FL	2021-05-12
THOMAS MITCHEL	TAMARAC, FL	2021-05-12
Margarita Tejada	Fort Lauderdale, FL	2021-05-12

Name	Location	Date
Elvin Villalobos	Fort Lauderdale, FL	2021-05-12
Cynthia Marrero	Tamarac, FL	2021-05-12
Susan Rappaport	Fort Lauderdale, FL	2021-05-12
Terri Bryant	Fort Lauderdale, FL	2021-05-12
Jeane Petrillo-laplaca	Fort Lauderdale, FL	2021-05-12
Audrey Franzone	Fort Lauderdale, FL	2021-05-12
Diane Lupo	Fort Lauderdale, FL	2021-05-12
Edith Michaelson	Fort Lauderdale, FL	2021-05-12
Joan Allsop	Tamarac, FL	2021-05-12
Phyllis Appelbaum	Fort Lauderdale, FL	2021-05-12
Giulianella MONTELEONE	Fort Lauderdale, FL	2021-05-12
CARMEN TRAPANOTTO	Fort Lauderdale, FL	2021-05-12
Lisa Jost	Absecon, NJ	2021-05-12
Anisa Sankar	Lauderhill, US	2021-05-12
Eva Flax	Fort Lauderdale, FL	2021-05-12
Joseph LaPlaca	Fort Lauderdale, FL	2021-05-12
Lewis Baier	Tamarac, FL	2021-05-12
Rose Meyer	Fort Lauderdale, FL	2021-05-12
Rija Khan	Parkland, US	2021-05-12
ELAINE PORTNER	TAMARAC, FL	2021-05-12
Celia Hausknecht	Fort Lauderdale, FL	2021-05-12
Edward Nelson	Fort Lauderdale, FL	2021-05-12

Name	Location	Date
Susan Waring	Fort Lauderdale, FL	2021-05-12
Vincent Giglio	Fort Lauderdale, FL	2021-05-12
Jean Finke	Tamarac, FL	2021-05-12
Stephen Dietch	Tamarac, FL	2021-05-12
Howard Phillips	Fort Lauderdale, FL	2021-05-12
Samantha Graham	Fort Lauderdale, US	2021-05-12
Sandra Cogan	Fort Lauderdale, FL	2021-05-12
Jacqueline Exle	Fort Lauderdale, FL	2021-05-12
Rhonda Ziegler	Mohnton, PA	2021-05-12
Maria DePasque	Fort Lauderdale, FL	2021-05-12
Beverly Bennett	Fort Lauderdale, FL	2021-05-12
Stacie Neidig	Tamarac, FL	2021-05-12
Barbie Garcia	Fort Lauderdale, US	2021-05-12
Christi Desk	Hollywood, FL	2021-05-12
MEL SCIACCA	Fort Lauderdale, FL	2021-05-12
Barbara Rudziecka	Fort Lauderdale, FL	2021-05-12
Eliahu Feinberg	Fort Lauderdale, FL	2021-05-12
Suzanne Perekins	Fort Lauderdale, FL	2021-05-12
Annie Pearl	Fort Lauderdale, FL	2021-05-12
Michelle Lorini	Coral springs, FL	2021-05-12
Marie Milord	Tampa, FL	2021-05-12
Judith Kalvar Kalvar	Fort Lauderdale, FL	2021-05-12

Name	Location	Date
Evelyn Rosenzweig	Fort Lauderdale, FL	2021-05-12
Richard Hacker	Deer Park, NY	2021-05-12
Cheri Harris	Fort Lauderdale, FL	2021-05-12
Barbara Mowery	Tamarac, FL	2021-05-12
Jorge R Abeiga C	Fort Lauderdale, FL	2021-05-12
Sheri Kane	Tamarac, FL	2021-05-12
Joan Eisenfeld	Rockville, MD	2021-05-12
Beverly Berglund	Tamarac, FL	2021-05-12
Wisvline Labrousse	Fort Lauderdale, FL	2021-05-12
Gerald Friedman	Fort Lauderdale, FL	2021-05-12
Jennifer DiBono	Fort Lauderdale, FL	2021-05-12
Susan Mednick	Fort Lauderdale, FL	2021-05-12
Joyce Garcia	Fort Lauderdale, FL	2021-05-12
Janice London	Tamarac, FL	2021-05-12
Anita Caracciolo	Fort Lauderdale, FL	2021-05-12
Marianne Sendral	Fort Lauderdale, FL	2021-05-12
Lois Rosenthal	US	2021-05-12
Echomii .	Greensboro, US	2021-05-12
JACKLYN LERNER	Fort Lauderdale, FL	2021-05-12
Evelyn Sanz	Fort Lauderdale, FL	2021-05-12
Marjorue Rosenthal	Fort Lauderdale, FL	2021-05-12
Marie Dalessio	Fort Lauderdale, FL	2021-05-12

Name	Location	Date
Nancy Miller	Tamarac, FL	2021-05-12
Gail Cohen	Fort Lauderdale, FL	2021-05-12
Kaylie Dowd	Chicago, US	2021-05-12
Derek Grossman	Mosinee, US	2021-05-12
Maty Shick	Fort Lauderdale, FL	2021-05-12
Janet Miller	Fort Lauderdale, FL	2021-05-12
Lila & Fred Hirschmann	Fort Lauderdale, FL	2021-05-12
Claren Scott	Tuba City, US	2021-05-12
Barbara Simonetti	Fort Lauderdale, FL	2021-05-12
Robert Berke	Fort Lauderdale, FL	2021-05-12
Murray Schein	Fort Lauderdale, FL	2021-05-12
Zipporah Grossblat	Fort Lauderdale, FL	2021-05-12
Shirley Horowitz	Tamarac, FL	2021-05-12
rhea feldman	Fort Lauderdale, FL	2021-05-12
Ronald pollack	Tamarac, FL	2021-05-12
Aaron Newbill	Manassas, US	2021-05-12
Avraham Tal	Fort Lauderdale, FL	2021-05-12
Aneysah Jones	Waynesboro, US	2021-05-12
Paulette Mandell	Fort Lauderdale, FL	2021-05-12
Elena Constantinescu	Fort Lauderdale, FL	2021-05-12
Jorge Garcia	Fort Lauderdale, FL	2021-05-12
Patricia Schrade	Tamarac, FL	2021-05-12

Name	Location	Date
sylvia heyer	Fort Lauderdale, FL	2021-05-12
AJ Palomba	Elgin, US	2021-05-12
Arvie Flowers	Fort Lauderdale, FL	2021-05-12
Courtney Darleane	US	2021-05-12
Stanley Coopersmith	Fort Lauderdale, FL	2021-05-12
Matt Schatzke	Minneapolis, US	2021-05-12
timmy warren	Chicago, US	2021-05-12
james Morley	Fort Lauderdale, FL	2021-05-12
Adrian Bennett	Sacramento, US	2021-05-12
Carol phillips	Tamarac, FL	2021-05-12
Barbara McManus	Tamarac, FL	2021-05-12
Olga Budilovsky	Fort Lauderdale, FL	2021-05-12
Bill Scarpinato	Fort Lauderdale, FL	2021-05-12
Zach A	Cumberland, US	2021-05-12
Erwin Mutnick	Fort Lauderdale, FL	2021-05-12
Nancy Caruso	Fort Lauderdale, FL	2021-05-12
Khai Ramroopsingh	Fort Lauderdale, FL	2021-05-13
Deborah Brown	Fort Lauderdale, FL	2021-05-13
Melanie Bernhardt	Fort Lauderdale, FL	2021-05-13
ESTY SCHLEIFER	Fort Lauderdale, FL	2021-05-13
Fredric Uhl	Fort Lauderdale, FL	2021-05-13
Preslie Geayson	Deer Park, US	2021-05-13

Name	Location	Date
Rosemarie Priestley	Miami, FL	2021-05-13
Gary Sanfilippo	Fort Lauderdale, FL	2021-05-13
Edyn Priar	Florence, US	2021-05-13
Norva Farrell	Fort Lauderdale, FL	2021-05-13
frances gioberti	Fort Lauderdale, FL	2021-05-13
Jayne Blatt	Tamarac, FL	2021-05-13
Nick Wheeler	Boise, US	2021-05-13
kim torres	Fort Lauderdale, FL	2021-05-13
Donna Sala	Tamarac, FL	2021-05-13
Andrew Ikponmwosa	Chula Vista, US	2021-05-13
ELSIE Cadogan	Fort Lauderdale, FL	2021-05-13
Joel Montenegro	Minneapolis, US	2021-05-13
Joseph Vargas	Glendora, US	2021-05-13
Howard Deez	Phoenix, US	2021-05-13
Susan Parker	Fort Lauderdale, FL	2021-05-13
Chloe Hurst	Beach City, US	2021-05-13
barbara sugerman	Fort Lauderdale, FL	2021-05-13
Alyse Thompson	Fort Lauderdale, FL	2021-05-13
Linda Melnick	Fort Lauderdale, FL	2021-05-13
Joan Granat	Fort Lauderdale, FL	2021-05-13
Yurong Li	Fort Lauderdale, FL	2021-05-13
Lois Stillman	Fort Lauderdale, FL	2021-05-13

Name	Location	Date
Aliyah Ramos	San Juan, US	2021-05-13
Allison Olazabal	Malverne, US	2021-05-13
Will Worth	Garland, US	2021-05-13
jackson brackett	Greenwood, US	2021-05-13
ralphie beam	Cumberland, US	2021-05-13
Marcella Fontana	Fort Lauderdale, FL	2021-05-13
Rhoda and mort Schulman	Fort Lauderdale, FL	2021-05-13
Joseph & Ruthann Szychowski	Buffalo, US	2021-05-13
Brianna Karnowski	Corvallis, US	2021-05-13
Patrick W. Mulligan	Mims, US	2021-05-13
Claudia Haripersaud	Fort Lauderdale, FL	2021-05-13
Ana Mendes	Plant City, FL	2021-05-13
Michael Ganbia	Oran, US	2021-05-13
Bob Marx	Fort Lauderdale, FL	2021-05-13
Juelz Brown	Dornsife, US	2021-05-13
Ben Fox	Cumby, US	2021-05-13
Donna Carbajal	Los Angeles, US	2021-05-13
Jaida Sieu	Alameda, US	2021-05-13
John Welsh	Kettering, Northamptonshire, US	2021-05-13
Sandy P	Sunnyvale, US	2021-05-13
Chris Clarke	Tampa, US	2021-05-13
CLAIRE CERRATO	Tamarac, FL	2021-05-13

Name	Location	Date
David immerman	Fort Lauderdale, FL	2021-05-13
mae brooke	Daphne, US	2021-05-13
Jackie Kramer	Fort Lauderdale, FL	2021-05-13
Divine Bell	Fort Lauderdale, US	2021-05-13
Chloe Heaton	Riverview, US	2021-05-13
Eugenio Velez	Fort Lauderdale, FL	2021-05-13
Katharine Ross	Fort Lauderdale, FL	2021-05-13
Ayden Walter	Arlington, US	2021-05-13
Mireille Chamberland	Fort Lauderdale, FL	2021-05-13
Nancy Springer	Fort Lauderdale, FL	2021-05-13
Larraine Burn	Fort Lauderdale, FL	2021-05-13
Arlene Wolfe	Fort Lauderdale, FL	2021-05-13
john caturano	tAMARAC, FL	2021-05-13
Carmen Torres	Fort Lauderdale, FL	2021-05-13
Izzy Binstock	Fort Lauderdale, FL	2021-05-13
Laura Chicaizza	Fort Lauderdale, FL	2021-05-13
Robert Williamson	Pompano Beach, FL	2021-05-13
Dorothy Turner	Gray Court, US	2021-05-13
Gail Mazer	Tamarac, FL	2021-05-13
heidi hoffner	Fort Lauderdale, FL	2021-05-13
Richard McConnell	Olympia Fields, US	2021-05-13
Ana Quiroga	Fort Lauderdale, FL	2021-05-13

Name	Location	Date
Susan Ulloa	Crestline, US	2021-05-13
Ramiro Rodriguez	San Antonio, US	2021-05-13
Monique Lupien	Fort Lauderdale, FL	2021-05-13
Lynn CUDAHY	TAMARAC, FL	2021-05-13
Rae Kane	Fort Lauderdale, FL	2021-05-13
Louis Lauro	Tamarac, FL	2021-05-13
Deborah Willette	Greencastle, US	2021-05-13
Luke Snyder	El Dorado, US	2021-05-13
Austin Ward	US	2021-05-13
Richard Jandorf	Fort Lauderdale, FL	2021-05-13
Alex Wanat	Olney, US	2021-05-13
Barbara Augustyniak	Fort Lauderdale, FL	2021-05-13
Alice Wulf	Fort Lauderdale, FL	2021-05-13
Marian Cohen	Fort Lauderdale, FL	2021-05-13
Karen Loncharich	Fort Lauderdale, FL	2021-05-13
Marcia Fisher	Fort Lauderdale, FL	2021-05-13
Carlos Castro	lauderhill, FL	2021-05-13
David Silverbloom	Fort Lauderdale, FL	2021-05-13
Donna Grosky	Pompano Beach, FL	2021-05-13
Silvia Negreira	Tamarac, FL	2021-05-13
Carol Lipsky	Pompano Beach, FL	2021-05-13
Joseph Schvimmer	Fort Lauderdale, FL	2021-05-13

Name	Location	Date
Regine Iliff	Fort Lauderdale, FL	2021-05-13
Cheryl McComie	Tamarac, FL	2021-05-13
Emmy Saunders	Orlando, US	2021-05-13
Stephen Lykins	Duluth, US	2021-05-13
Vekena Baker	Fort Lauderdale, FL	2021-05-13
John Wilson	Sarasota, US	2021-05-13
adamaris sanchez	Portland, US	2021-05-13
JOSEPH scarcella	Miami, US	2021-05-13
Joe Rutherford	Fort Lauderdale, FL	2021-05-13
ruth stark	Fort Lauderdale, FL	2021-05-13
Eileen Sciacca	Fort Lauderdale, FL	2021-05-13
Teujsbbsv Jshshevve	Eden prairie, US	2021-05-13
Diane Stess	Tamarac, FL	2021-05-13
Alaina Moles	US	2021-05-13
Jacquelyn Luebbert	Crestview, US	2021-05-13
Jacqueline Hopper	Tamarac, FL	2021-05-13
Patrick Hopper	Tamarac, FL	2021-05-13
Rosalind Prince	Baltimore, US	2021-05-13
Olivia Garreffa	Stafford Springs, US	2021-05-13
Irwin Rosenthal	Fort Lauderdale, FL	2021-05-13
Barbara Wysling	St.Joseph, US	2021-05-13
Pat Ann Bentley	Fort Lauderdale, FL	2021-05-13

Name	Location	Date
Barbara Peschl	US	2021-05-13
Perry Gx	Tustin, US	2021-05-13
Harvey Burstiner	Fort Lauderdale, FL	2021-05-13
Judith Rogoff	Fort Lauderdale, FL	2021-05-13
Shaylyn Mccoy	Hastings, US	2021-05-13
Donald Sherbeck	Heyburn, UT	2021-05-13
Shawn Jackson	Ocean Park, US	2021-05-13
Murray Gurewitz	Fort Lauderdale, FL	2021-05-13
kris Juhl	Mckinleyville, CA	2021-05-13
Sanford Salz	Fort Lauderdale, FL	2021-05-13
Vicki Summers	Tamarac, FL	2021-05-13
David Vitrano	Rio Vista, US	2021-05-13
Marie DeFeo	Fort Lauderdale, FL	2021-05-13
Amelia Hirsch	Weston, US	2021-05-13
Renee Favetti	Virginia Beach, US	2021-05-13
Madeleine Lortz	Laurel, US	2021-05-13
dylan mcclanahan	Lexington Park, US	2021-05-13
al moss	boiling springs, US	2021-05-13
john & marilyn Pierre	Fort Lauderdale, FL	2021-05-13
Elaine Gaidemak	Fort Lauderdale, FL	2021-05-13
HELEN KRANTZ	Delray Beach, FL	2021-05-13
Vincent Locantore	Fort Lauderdale, FL	2021-05-13

Name	Location	Date
Daniel O'Brien	MILTON, US	2021-05-13
gabriel rocha	Vacaville, US	2021-05-13
Roberta Barisano	Tamarac, FL	2021-05-13
Chelsie Remmert	Philadelphia, US	2021-05-13
Ava Jones	loogootee, US	2021-05-13
Kaila Mack	Passaic, US	2021-05-13
Ashley Reynolds	Vienna, US	2021-05-13
Maribel Marulanda	New York, US	2021-05-13
David Lobbins	Tamarac, FL	2021-05-13
Caylee Herrington	Erie, US	2021-05-13
Julie Martin	Frederic, US	2021-05-13
bruh moment	jacksonville, US	2021-05-13
Susie Swisher	Tamarac, FL	2021-05-13
ROBERTO DUNCAN	Fort Lauderdale, FL	2021-05-13
Emily Peters	Maricopa, US	2021-05-13
Pamela Corbett	Fort Lauderdale, FL	2021-05-13
Jean Webley	Tamarac, FL	2021-05-13
Adriana Moreno	San Jose, US	2021-05-13
Rhona Tobias	Fort Lauderdale, FL	2021-05-13
Natalie Berman	Fort Lauderdale, FL	2021-05-13
Dr Sneed	Hillsboro, US	2021-05-13
dayzee ferreira	Waianae, US	2021-05-13

Name	Location	Date
David Levin	Fort Lauderdale, FL	2021-05-13
GlitchedQuincy ff	Henderson, US	2021-05-13
Delaney Shannon	Palos Verdes Peninsula, US	2021-05-13
kevin rodriguez	Greenville, US	2021-05-13
Alyssa Keiper	lakeland, US	2021-05-13
frank bell	Fort Lauderdale, FL	2021-05-13
Debby DoLittle	Dallas, US	2021-05-13
Jasmine Guzman	Eules, US	2021-05-13
Franco Carlo	New York	2021-05-13
JON INWOOD	Brooklyn, NY	2021-05-13
Kenneth Martin	Fort Lauderdale, FL	2021-05-13
Chaylee Krsnak	Moorhead, US	2021-05-13
Sheila Rstein	Fort Lauderdale, FL	2021-05-13
Leslie Carson	Pittsburgh, US	2021-05-13
Jennifer Parsons	Springfield, US	2021-05-13
Reginald Dryer	Port st Lucie, US	2021-05-13
Isabel Burgdorf	Chesapeake, US	2021-05-13
Evan Arvold	Eden Prairie, US	2021-05-13
Jerome Biloa	Mechanicsburg, US	2021-05-13
India Helms	Covington, GA	2021-05-13
Gwenetta Clarke	Fort Lauderdale, FL	2021-05-14
DONALD OPRENDEK	Fort Lauderdale, FL	2021-05-14

Name	Location	Date
Ernest Curinga	Fort Lauderdale, FL	2021-05-14
Laurie Tomchin	Fort Lauderdale, FL	2021-05-14
Minnie Ho	Olympia, US	2021-05-14
Memphis Rivera	San Antonio, US	2021-05-14
Nn Uu	Elizabeth, US	2021-05-14
Joshua Standiford	Lake Zurich, US	2021-05-14
Margaret Holmes	Lakeland, FL	2021-05-14
Ryan Howard	Oklahoma City, US	2021-05-14
Mina Yonushonis	Silver Spring, US	2021-05-14
Rowyn Dewberry	Franklin, US	2021-05-14
Tommy Soprych	Batavia, US	2021-05-14
Susanna why	Springfield, US	2021-05-14
Quilin Bouzi	Tewksbury, MA	2021-05-14
liam ohagan	Arverne, US	2021-05-14
Dyanne Scott	Fort Lauderdale, FL	2021-05-14
rebecca Cardona	Tamarac, FL	2021-05-14
Arisa Cardenas	Alvin, US	2021-05-14
Corey Meyers	Lakeland, US	2021-05-14
Esteban Renteria	Elk Grove, CA	2021-05-14
Michael Schuller	St Pete, US	2021-05-14
Jack London	Fort Lauderdale, FL	2021-05-14
R L	Jacksonville, US	2021-05-14

Name	Location	Date
Anthony Francis	Paramount, US	2021-05-14
Mathias Miranda	Long Beach, US	2021-05-14
via mill	US	2021-05-14
jazmin arriaga	Norwood, US	2021-05-14
Antionette Manayon	Saint Paul, US	2021-05-14
Lily M	A city, US	2021-05-14
Ainsleigh Boniger	Kennesaw, US	2021-05-14
Yasmine Horton	Bessemer, US	2021-05-14
Mia Thomas	Kissimmee, US	2021-05-14
Matthew Hunter	Assumption, US	2021-05-14
Diamond aura The witch	US	2021-05-14
maakayla marie	Martinsville, US	2021-05-14
Fuck This	Encinitas, US	2021-05-14
Misstepped Dude	Portland, US	2021-05-14
Eshli Misuk	Washington, US	2021-05-14
Connor Mcvey	O Fallon, US	2021-05-14
Melissa Heithaus	Mckinney, US	2021-05-14
Jace Bowling	Nancy, US	2021-05-14
Savannah Gomez	North Tonawanda, US	2021-05-14
Donald Abrams	Fort Lauderdale, FL	2021-05-14
Gabrielle Bivens	Colorado Springs, US	2021-05-14
Abigale McQuain	Puyallup, US	2021-05-14

Name	Location	Date
Tanrick Rattigan	Conroe, US	2021-05-14
Jaelynn Regulus	Mcallen, US	2021-05-14
sherry markowitz	Fort Lauderdale, FL	2021-05-14
Joe Lawyer	Des Moines, US	2021-05-14
Braydon Wahl	Bolivar, US	2021-05-14
Vicky Chung	San Francisco, US	2021-05-14
Miah Castro	Tampa, US	2021-05-14
Alyssa Schmotzer	South Park, US	2021-05-14
Jonathan Menjivar	Woodbridge, US	2021-05-14
Agim Demirovski	Staten island, US	2021-05-14
Harvey Morrow	Fort Lauderdale, FL	2021-05-14
Bella Estrada	Floresville, US	2021-05-14
Lewis Goodsell	Kalamazoo, US	2021-05-14
Stephanie Horseman	Salisbury, US	2021-05-14
Lily Gibson	Saraland, US	2021-05-14
Shelley Platt	Fort Lauderdale, FL	2021-05-14
Stuart Wisotzky	Makawao, HI	2021-05-14
Carol Smith	Fort Lauderdale, FL	2021-05-14
Naema Samuels	Fort Lauderdale, FL	2021-05-14
Barbara Eisenberg	Fort Lauderdale, FL	2021-05-14
Jayne Lippiello	Fort Lauderdale, FL	2021-05-14
Marina Calderon	Pompano Beach, FL	2021-05-14

Name	Location	Date
Jennifer Roman	Tampa, US	2021-05-14
Annie Luong	Brooklyn, US	2021-05-14
Usiku Adams	Fort Lauderdale, FL	2021-05-14
Christon Tucker	Courtland, US	2021-05-14
CONNIE SIMMONS	Fort Lauderdale, FL	2021-05-14
Peggy Foulkes	Fort Lauderdale, FL	2021-05-14
debra popkin	richmond hill, NY	2021-05-14
Hope Greene	Miami, FL	2021-05-14
Delma fuller	Tamarac, FL	2021-05-14
Robert Cloutier	Fort Lauderdale, FL	2021-05-14
Joseph Mastanduno	Fort Lauderdale, FL	2021-05-14
Debbie Garcia	Fort Lauderdale, FL	2021-05-14
Ashly Bell	Newport News, US	2021-05-14
GetBrad McHoes	Malone, US	2021-05-14
Cary Pollack	Fort Lauderdale, FL	2021-05-14
Lelieth Lewis	Fort Lauderdale, FL	2021-05-14
Sydell michaels	Fort Lauderdale, FL	2021-05-14
Anna Maddox	Rome, US	2021-05-14
Carlo Ermoli	Fort Lauderdale, FL	2021-05-14
Roberta Baker	Fort Lauderdale, FL	2021-05-14
Kearney Dikie	Framingham, US	2021-05-14
Geno Mosca	Pompano Beach, FL	2021-05-14

Name	Location	Date
Decina Paul	Carmel, US	2021-05-14
Sharon Sarver	Tampa, FL	2021-05-14
Ricardo Calderon	Pompano Beach, FL	2021-05-14
Cassandra Ramirez	Union City, US	2021-05-14
Laurie Rowell	Tamarac, FL	2021-05-14
marvin goodman	Fort Lauderdale, FL	2021-05-14
maria covadonga lopez	naples, US	2021-05-14
Abraham Avila	Canoga Park, US	2021-05-14
Stephanie Lopez	Immokalee, US	2021-05-14
Nadia Espinoza	Arlington, US	2021-05-14
Jayden Gary	Somerset, US	2021-05-14
Terri Feldman	Brandon, FL	2021-05-14
Sousa Wowolo	Lanham, US	2021-05-14
Dalton Scantlebury	US	2021-05-14
Tori Bunt	Chandler, US	2021-05-14
De Juan Evans-Taylor	Antelope, US	2021-05-14
Chai Begleiter	Carbondale, US	2021-05-14
Brian Beloncik	West Springfield, US	2021-05-14
Harryp Higgins	Tamarac, FL	2021-05-14
Halie Poore	Taylors, US	2021-05-14
Peyton Doyal	Frisco, US	2021-05-14
Molly Kilgore	Prairieville, US	2021-05-14

Name	Location	Date
Linda Handelsman	Orlando, FL	2021-05-14
Chania Helms	Conyers, GA	2021-05-14
Michael Krkuc	Fort Lauderdale, FL	2021-05-14
Darla Evans	Rustburg, US	2021-05-14
Silvia Calderon	Coral Springs, FL	2021-05-14
Edward Sullivan	Fort Lauderdale, FL	2021-05-14
Patrice Levitsky	Fort Lauderdale, FL	2021-05-14
Arlene Weiss	Fort Lauderdale, FL	2021-05-14
Herbert Zaborsky	Fort Lauderdale, FL	2021-05-14
Theresa Ann Costello	Fort Lauderdale, FL	2021-05-14
Madi Lester	Kansas city, US	2021-05-14
Karina Nuñez	Covina, US	2021-05-14
Phil Melville	Tampa, US	2021-05-14
Kenzee Fogle	Cambridge, US	2021-05-14
Shirley Murray	Fort Lauderdale, FL	2021-05-14
Anita Kraus	Fort Lauderdale, FL	2021-05-14
Lorraine Strauss	Fort Lauderdale, FL	2021-05-14
August Kachaluba	Arcadia, US	2021-05-14
Gracie Lauderbaugh	Belle Vernon, US	2021-05-14
Rosa Alfaro	Othello, US	2021-05-14
Joseph Dunbar	Fort Lauderdale, FL	2021-05-15
Ella F Johnson	Tamarac, FL	2021-05-15

Name	Location	Date
lesley jorris	Brooklyn, US	2021-05-15
Ammy Juliano	webster, US	2021-05-15
Peppermintpatty56@gmail.com Piana	Fort Lauderdale, FL	2021-05-15
Karen Williams	Fort Lauderdale, FL	2021-05-15
Melissia Smith	Phil Campbell, US	2021-05-15
T Vasquez	Albuquerque, US	2021-05-15
Isabelle I'm A Minor So I'm Not Sharing This Information	Urbandale, US	2021-05-15
Carlos Colón	Sanford, FL	2021-05-15
maya blackwelder	Aiken, US	2021-05-15
Julie Handle	Pompano Beach, US	2021-05-15
Arlene Weiner	Fort Lauderdale, FL	2021-05-15
Sammy Kac	Sandusky, US	2021-05-15
Marcia Bever	Palo Alto, US	2021-05-15
Jennifer Thomas	Fort Lauderdale, FL	2021-05-15
Anna Salomon	Fort Lauderdale, FL	2021-05-15
Anthony Alesi	Fort Lauderdale, FL	2021-05-15
Jaiden Beck	US	2021-05-15
Lexi Picoff	Fort Lauderdale, FL	2021-05-15
Iola Godeey	Odessa, US	2021-05-15
Isabel Silva	Fort Lauderdale, FL	2021-05-15
John Newcomb	Tamarac, FL	2021-05-15

Name	Location	Date
Kaedin Knowles	Sherman, US	2021-05-15
ella smith	Middletown, US	2021-05-15
Rochelle Janoff	Fort Lauderdale, FL	2021-05-15
Thelma Scherr	Tamarac, FL	2021-05-15
Nancy Papernick	Fort Lauderdale, FL	2021-05-15
Barbara Epstein	Fort Lauderdale, FL	2021-05-15
Frederick Smith	Beaufort, US	2021-05-15
Liliane Calmant	Fort Lauderdale, FL	2021-05-15
Herbert Epstein	TAMARAC, FL	2021-05-15
Lois Oppenheimer	New York, NY	2021-05-15
roni sweet	Fort Lauderdale, FL	2021-05-15
Courtney Kirby	Gaffney, US	2021-05-15
ANDREA SILVER	PARKLAND, FL	2021-05-15
Frederick McEnany	Tamarac, FL	2021-05-15
Erin Williams	Little Rock, US	2021-05-15
Sophia Gutierrez	Miami, US	2021-05-15
Nichole Holmes	US	2021-05-15
Alyssa Adams	Baltimore, US	2021-05-15
Fredda Ellis	Fort Lauderdale, FL	2021-05-16
Roberta Wealcatch	Oceanside, NY	2021-05-16
Pamella Whittingham	Fort Lauderdale, FL	2021-05-16
Susan Winters	Fort Lauderdale, FL	2021-05-16

Name	Location	Date
Carol Niad	Fort Lauderdale, FL	2021-05-16
Amy Seidman	Fort Lauderdale, FL	2021-05-16
Judy Mulhearn	Tamarac, FL	2021-05-16
KEITH SMITH	Tamarac, FL	2021-05-16
Sheila Schechtman	Tamarac, FL	2021-05-16
Marsha Goldberg	Tamarac, FL	2021-05-16
Harvey Kessler	Fort Lauderdale, FL	2021-05-16
ELLEN KRAMER	Fort Lauderdale, FL	2021-05-16
Stan Warshaw	Fort Lauderdale, FL	2021-05-16
Melanie Bernhardt	Fort Lauderdale, FL	2021-05-16
Joel Bernhardt	Fort Lauderdale, FL	2021-05-16
Caitlin Juba	Milford, US	2021-05-16
Lindsey Ireland	Valrico, US	2021-05-16
Wendy Bratter	Tamarac, FL	2021-05-16
Heather Karren - Me Karren	Bountiful, US	2021-05-16
DAVID DUBROW	Fort Lauderdale, FL	2021-05-16
Tim Maurer	Anaheim, US	2021-05-17
Rita Goldberg	Fort Lauderdale, FL	2021-05-17
Mike Silva	Coral Springs, FL	2021-05-17
Miriam Schuurmans	Tampa, FL	2021-05-17
Josh Jack	Chesapeake, US	2021-05-17
Jackie Campbell	Fort Lauderdale, FL	2021-05-17

Name	Location	Date
Leslie Lang	Tamarac, FL	2021-05-17
AndreS Meyet	Fort Lauderdale, FL	2021-05-17
paul silva	boca raton, FL	2021-05-17
Kathy Mandell	Fort Lauderdale, FL	2021-05-17
Edith L. Jones	Fort Lauderdale, FL	2021-05-17
mildred rogers	Fort Lauderdale, FL	2021-05-17
Alan Kushner	Miami, FL	2021-05-17
Dorthula Palmer	Miami, FL	2021-05-17
Felipe San Pedro	Fort Lauderdale, FL	2021-05-17
Irene Schwartz	Fort Lauderdale, FL	2021-05-17
Braelyn Bell	Hartford, US	2021-05-17
Paula Brooks	Fort Lauderdale, FL	2021-05-17
haido kyriazopoulos	Queens, NY	2021-05-17
Icalf Malpica	Tamarac, FL	2021-05-17
Brian Murphy	tamarac, FL	2021-05-17
Ileana Martinez-Galban	Fort Lauderdale, FL	2021-05-17
Linda Figueiredo	Tamarac, FL	2021-05-17
Sofia Urman	Fort Lauderdale, FL	2021-05-17
Blanca Onetto	Fort Lauderdale, FL	2021-05-17
Marilyn Balzer	Fort Lauderdale, FL	2021-05-17
Olivia Hernández	Fort Lauderdale, FL	2021-05-17
Linda Castellanos	Fort Lauderdale, FL	2021-05-18

Name	Location	Date
Terri L Parrott	Tamarac, FL	2021-05-18
Andrea Jenkins	Fort Lauderdale, FL	2021-05-18
Lyle Gale	Fort Lauderdale, FL	2021-05-18
Chriss Martorelli	Fort Lauderdale, FL	2021-05-18
Jonathan Fernandes	Providence, RI	2021-05-18
Christopher Tom	Pleasantville, US	2021-05-18
Brenda Rapoport	Seffner, US	2021-05-18
Susan Cholewa	Fort Lauderdale, FL	2021-05-18
Edythe Gang	Fort Lauderdale, FL	2021-05-18
Emilia Larsson	Latham, US	2021-05-18
Ralph Saxe	Fort Lauderdale, FL	2021-05-18
Shirlee Cappelletti	Fort Lauderdale, FL	2021-05-18
Adrienne Vitale	Tamarac, FL	2021-05-18
Sheila Silvermintz	Fort Lauderdale, FL	2021-05-18
marla poris	Pompano Beach, FL	2021-05-18
Manuel Castellanos	Tamarac, FL	2021-05-18
Maria Lee Figueiredo	Tamarac, FL	2021-05-18
jason calvert	Fort Lauderdale, FL	2021-05-18
Jeanne malatyuhr Malaty-uhr	Fort Lauderdale, FL	2021-05-18
staci calvert	Fort Lauderdale, FL	2021-05-18
Linda Sonderman	Tamarac, FL	2021-05-18
Milagros Rodriguez	Fort Lauderdale, FL	2021-05-18

Name	Location	Date
Margot Mirabal	Fort Lauderdale, FL	2021-05-18
Nina Ruiz	Tamarac, FL	2021-05-18
Arturo Ruiz	Fort Lauderdale, FL	2021-05-18
Walter Prexl	Fort Lauderdale, FL	2021-05-18
Georgette Cronin	Pompano Beach, FL	2021-05-18
Maxine Adeline-Cintorino	Fort Lauderdale, FL	2021-05-18
Esther Prexl	Tamarac, FL	2021-05-18
vincent osteria	Tamarac, FL	2021-05-18
Melissa Liotti	Tamarac, FL	2021-05-18
Joyce Klein	Fort Lauderdale, FL	2021-05-18
Angela Stella Sam	Tamarac, FL	2021-05-18
Ann Sommer	Fort Lauderdale, FL	2021-05-18
Ronald Radoslovich	Tamarac, FL	2021-05-18
Francisco Valentin	Ocean Springs, US	2021-05-18
Nicole Metcalfe	Mokena, US	2021-05-18
jennifer valentine	Massapequa, US	2021-05-18
Bonnie Grossman	Fort Lauderdale, FL	2021-05-18
Sandra Brandt	Fort Lauderdale, FL	2021-05-18
Stephen Castellanos	Fort Lauderdale, FL	2021-05-18
Michael Lin	North Lauderdale, FL	2021-05-19
Maxine Silva	Fort Lauderdale, FL	2021-05-19
Marsha Weinstein	Fort Lauderdale, FL	2021-05-19

Name	Location	Date
Eli Thomason	Miami, US	2021-05-19
Jessica Seda	Pompano Beach, FL	2021-05-19
Brittney Foren	Hollywood, FL	2021-05-19
Jay Grossman	Fort Lauderdale, FL	2021-05-19
Robert Cohen	Tamarac, FL	2021-05-19
Robert Sonderman	Fort Lauderdale, FL	2021-05-19
steve flanz	tamarac, FL	2021-05-19
Angela Russo	Fort Myers, FL	2021-05-19
Linda Schultz	Fort Lauderdale, FL	2021-05-19
Linda Winch	Fort Lauderdale, FL	2021-05-19
Kenesha Ross	Fort Lauderdale, US	2021-05-19
Manuel Chavez	Fort Lauderdale, FL	2021-05-19
Samantha Hilton	Pompano Beach, FL	2021-05-20
Esther Licata	Fort Lauderdale, FL	2021-05-21
Lauren HInkle	Orlando, FL	2021-05-21
Jennifer Morais	Fort Lauderdale, FL	2021-05-21
Lawrence Volin	Fort Lauderdale, FL	2021-05-21
Tracy Beck	Fort Lauderdale, FL	2021-05-21
Phyllis Krafick	Fort Lauderdale, FL	2021-05-21
Robin Cervera	Fort Lauderdale, FL	2021-05-21
Marilyn Hennes	Fort Lauderdale, FL	2021-05-21
Evette Taback	Fort Lauderdale, FL	2021-05-22

Name	Location	Date
Gail Ledon	Fort Lauderdale, FL	2021-05-22
Holly Huntington	Fort Lauderdale, FL	2021-05-22
Diane Kallmann	Fort Lauderdale, FL	2021-05-22
Anthony Abrams	Pompano Beach, FL	2021-05-22
Lorie Greenspan	Tamarac, FL	2021-05-22
david rosas	Tampa, FL	2021-05-22
Edgar Felix	Fort Lauderdale, FL	2021-05-22
Ashley Rosas	Fort Lauderdale, FL	2021-05-22
Kathryn Confare	Tamarac, FL	2021-05-22
Jacob Goldberg	Fort Lauderdale, FL	2021-05-22
Andrew Fierle	Fort Lauderdale, FL	2021-05-22
Sato Namaste	Tamarac, FL	2021-05-22
Elizabeth Walter	Tamarac, FL	2021-05-22
Barbara Farace	Fort Lauderdale, FL	2021-05-22
Amparo Ventura	Tamarac, FL	2021-05-22
Joel Plass	Fort Lauderdale, FL	2021-05-22
Louise Gould	Fort Lauderdale, FL	2021-05-22
Barry Roeder	Fort Lauderdale, FL	2021-05-22
Ruta Karlson	Fort Lauderdale, FL	2021-05-22
Sandy Fresneda	Fort Lauderdale, FL	2021-05-23
Katarina Vara	Tamarac, FL	2021-05-23
Jonny Garcia	Miami, FL	2021-05-23

Name	Location	Date
Encarnacion Salas	Fort Lauderdale, FL	2021-05-23
Mary Franklin	Fort Lauderdale, FL	2021-05-23
Maria Aviles	Ruskin, FL	2021-05-23
Jeanne Marra	Fort Lauderdale, FL	2021-05-23
Karin Scribner	Fort Lauderdale, FL	2021-05-23
Robert Baldera	Fort Lauderdale, FL	2021-05-23
Sherry Singh	Fort Lauderdale, FL	2021-05-23
Leticia Saavedra	Fort Lauderdale, FL	2021-05-23
Sherrye Zimmerman	US	2021-05-23
helene farb	Fort Lauderdale, FL	2021-05-23
Megan Mahoney	Tamarac, FL	2021-05-23
Maria Cunningham	Springboro, US	2021-05-23
Jeanise Ferguson	Kirkland, WA	2021-05-23
Joanne West	Tamarac, FL	2021-05-23
Angelo Leal	Kernersville, US	2021-05-23
Catalina Giron	San Bruno, US	2021-05-23
Elena Was	Fort Lauderdale, FL	2021-05-23
Alex Hisey	Jacksonville, US	2021-05-23
Michael Friedmann	Bronx, NY	2021-05-23
Suegail Gordon	Long Beach, NY	2021-05-23
Ayden Piper	Seminole, US	2021-05-24
Katherine Grigelis	Pompano Beach, FL	2021-05-24

Name	Location	Date
Dora Gavidia	Fort Lauderdale, FL	2021-05-24
KAREN CORRIGAN	Fort Lauderdale, FL	2021-05-24
Sherlyn Martinez	Antioch, US	2021-05-24
Linda Twersky	Fort Lauderdale, FL	2021-05-24
Starla Anderson	Port Charlotte, US	2021-05-24
Gloria Sanin	Fort Lauderdale, FL	2021-05-24
Frances Allagreen	Fort Lauderdale, FL	2021-05-24
Sheila Kerzner	Fort Lauderdale, FL	2021-05-24
Stan Klein	Tampa, FL	2021-05-24
David Mansell	Tamarac, FL	2021-05-24
Withman Simprevil	Dania, US	2021-05-24
Tony Albano	Tamarac, FL	2021-05-24
Jaclyn Hyatt	Tamarac, FL	2021-05-24
Douglas Jones	Senecaville, US	2021-05-24
carol wheatley	tamarac, FL	2021-05-24
Emily Klever	Everett, US	2021-05-24
Elyse Blum	Fort Lauderdale, FL	2021-05-24
Danielle Morreale	Fort Lauderdale, FL	2021-05-24
Susan Gerdes	Tamarac, FL	2021-05-24
Rhonda Rodriguez	Fort Lauderdale, FL	2021-05-24
Sandra Mayer	Fort Lauderdale, FL	2021-05-24
Linda Wachtel	Fort Lauderdale, FL	2021-05-24

Name	Location	Date
Dahlia KENNEDY-WHITE	Tamarac, FL	2021-05-24
Mike Persin	Miami, FL	2021-05-24
Linda Solomon	Tamarac, FL	2021-05-24
John Allagreen	tamarac, FL	2021-05-24
Elena Monzón	Fort Lauderdale, FL	2021-05-24
Gloria Stockhammer	Tamarac, FL	2021-05-24
Cathryn Cruz	Fort Lauderdale, FL	2021-05-24
JiYoung Kim	San Marcos, US	2021-05-24
Shannon Langreck	Center Point, US	2021-05-24
Arlene Bassett	Kapolei, US	2021-05-24
Angelina Yeh	Middlesex, US	2021-05-24
Dianne Rosenbaum	Fort Lauderdale, FL	2021-05-24
Elaine Greenberg	Fort Lauderdale, FL	2021-05-24
Neil Solomon	Tamarac, FL	2021-05-24
Dionne young	Fort Lauderdale, FL	2021-05-25
Joyce Lasker	Tamarac, FL	2021-05-25
Sunita Seedoo	Tamarac, FL	2021-05-25
Andres Delgado	Pompano Beach, US	2021-05-25
Kathie Boley	Portland, US	2021-05-25
Andrea Brandman	Tamarac, FL	2021-05-25
Joe Mama	Miami, US	2021-05-25
Meryl Schickler	Fort Lauderdale, FL	2021-05-25


Name	Location	Date
Maureen Brennan	Fort Lauderdale, FL	2021-05-25
Howard Greenberg	Pompano Beach, FL	2021-05-25
Irene Swanson	Pompano Beach, FL	2021-05-25
baby panda	US	2021-05-25
Gabi Figueroa	Boca Raton, US	2021-05-25
Daniel Ceron	Miami, US	2021-05-25
joseph ravallo	Orlando, FL	2021-05-25
Jacqueline Quicano	Tamarac, FL	2021-05-25
Stuart Shelley	Fort Lauderdale, FL	2021-05-25
Marie Carty	Fort Lauderdale, FL	2021-05-26
Israel Cortes	Salt Lake City, US	2021-05-26
Summer Brasuel	Somerset, US	2021-05-26
K M	Killeen, US	2021-05-26
Ondria LaMorte	Tamarac, FL	2021-05-26
Ryan Lanst	Waukegan, US	2021-05-26
Coy Donaldson	Metter, US	2021-05-26
Sandra Morris	Pompano Beach, FL	2021-05-26
Tosh Ocegueda	Englewood, US	2021-05-26

#	Last Name	First Name	Phone Number	Section/Bldg.
1	Morton Gertler	MORRIS	854-532-1764	WATER E
2	GOLD	OSIAS	954-736-3097	TRUST E
3	Weinstein	Marsha	954-401-8690	Weldon F
4	SAMAR	MARIST	954-854-6755	WELDON "J"
5	Dreuler	Tina	754-222-9526	WELDON A
6	Proker	Kreider	754-222-9526	WELDON A
7	Rudnick	SUSAN	954-801-0271	DEVON - B
8	Rudnick	ALAN	954-249-2116	DEVON D
9	Wilder	Georgia E.	248-5062-529	WELDON F
#	Zamudio	Sally	954-448-0192	WELDON J
#	Bell	Deanne	954-260-9235	WELDON A
#	Reine	Anthony	954-907-5557	WELDON I
#	Mans	Reine	954-597-7430	WELDON F
#	Stangale	Lewis	954-886-4046	WELDON B
#	Aiken	Resicler	954-7260628	Belfort I-2
#	Keller	Jane	954-242-0668	Southampton
#	Remenyi	Laura	954-729-8903	WELDON
#	SPINELLI	Elizabeth	201-929-6116	WELDON D
#	ROBERT	ROBERT	914-584-6146	DEVON C

10 Stop IT
500 Complex

#	Last Name	First Name	Phone Number	Section/Bldg.
1	Glasstein	Eileen	305 345 8392	Yardley E
2	Accurance	Michael	734 757 7712	Yardley E
3	Santha Moneri	Santha	954 205 9216	Yard E
4	Maddala Kotesw	Maddala	954-798 1040	Granville E
5	Volinsky	Mark	954 464 8869	Granville E
6	Dark	Tasha	954-548-3434	Chadwell E
7	Panone	Esther	917 932 3685	Yardley E 104
8	Berkowitz	Birbane	954 720.6366	Yardley E 209
9	Sugandhar R	Rodriguez	954 444 3439	Yardley E 4114
#	SALAS	Enarnacion	954 579 5372	Yardley E 210
#	CHRISTMAN	JUDITH	954-711 9662	Yardley E 415
#	Stoik	Frida	954-778 1658	Yardley 211
#	BROWN	Stanford & Pamela	954-865-2592	Yardley E
#	Aldair	Sheri	954-532 1422	Yardley E
#	Dominguez	Pauline	954-884 2070	Yardley E
#	White	Santha	954-532-2590	Yardley E
#				
#				
#				

#	Last Name	First Name	Phone Number	Section/Bldg.
1	KELLEHER	JOSEPH	554-410-4734	YARDLEY E 309
2	MACHAR	ARMANDO	754-222-9422	YARDLEY Bldg 402
3	ELVIN	BARBARA	305-342-3336	YARDLEY S-
4	HERMAN	JOFFREY	954-657-8023	YARDLEY E 201
5	ARMOUR	DAVID	732-208 8285	E 404
6	GUREVICH	YEIM	954-232-3049	YARDLEY E 205
7	MACHAR MERIN	JENNIFER	954-597-1082	YARDLEY E 105
8	PLANTE	ANDREA	954-655-0289	YARDLEY E 114
9	MANDOLAKIS	VASILIA	954-724-0431	YARDLEY E 310
#	BURDELL	BERTREICE	954-722-5152	YARDLEY E 309
#	ALTMAN	VICKI	561-579-4457	YARDLEY
#	CARTY	MARIE	954-545-5857	YARDLEY E
#				
#				
#				
#				
#				
#				
#				


 Gregory Delmon
 103

#	Last Name	First Name	Phone Number	Section/Bldg.
1	Williamson SR	Douglas	954-740-4634	FINEMAX A
2	Williamson	Ken		
3	Williamson	,		
4	Lastoe	Julia	954-884-2114	Southampton E
5	Grandman	Grenda	954-876-1611	" "
6	Elaine	Imette	954-724-5034	Roulaing Terrace E
7	Judy	Sharon	954-812-5655	Weldon K
8	Bridella	Ronny	914-584-3782	Dalton
9	Wesley	Cecil	954-720-8217	Fairfax
#	Deborah	Deborah	954-721-1931	Walden
#	Deborah	Deborah	954-732-7715	Walden
#	Forrest	Rachel	954-586-4603	Walden
#	Forrest	Henny	954-586-4603	Walden
#	Karen	Shirley	954-247-9007	Walden
#	Williamson Helly	Monica	954-247-9007	Walden
#	Williamson		954-726-9444	Trent
#	Zurker	Ann	954-4461-6791	Trent E
#	Portis	Debra	240-549-3632	Weldon E
#	Williamson	Williamson	954-849-4123	Walden

#	Last Name	First Name	Phone Number	Section/Bldg.
1	BLITS	LEONARD	954-721-6471	SOUTHMAN 205
2	BLITS	BARBARA	954-721-6471	Southman 5
3	Bloomfield	Sunny	954-720-7346	Hamula
4	LEWIS	IRMA	954-726-8137	Superior W.
5	GOTTEN	AURITA	954-721-1059	Room 12
6	Zimmerman	Yvette	954-726-4476	EXETER E.
7	Berglund	JEFF	954-592-6369	Yardley
8	Foulkes	PEGGY	954-721-8355	Yardley
9	Spieler	LINDA	854-826-6800	Weldon
#	OSBORN	LINDA	305-389-2206	Weldon B
#	Parker	Judith	508-259-2688	Exeter E
#	COHEN	MARJAN	934-846-4159	Yardley C
#	Kelleher	Joseph	954-774-1007	Yardley E
#	Kelleher	Helen	954-774-1007	Yardley E
#	Forde/Hill	William	954-955-2263	Trent
#	MANCANO	NICHOLAS	954-726-7468	A WELDON
#	CATHER MANCANO	CATHERINE	954-726-7468	A WELDON
#	PAUL	MELVIN	954-960-5177	Southman
#	Wohl	Margie	954-721-2133	Fairfax

CP 203-249-5197

#	Last Name	First Name	Phone Number	Section/Bldg.
1	Rubeck	Sue	754-307-5678	Devon #4
2	Hieuty	JOSEPH	954-366-7345	CLARKSON
3	Burwick	Honey	954-718-4364	Granville
4	LEEDS	LINA	954-648-8835	YMPOLITE
5	Menville B	Debbie	954-2347-9653	Welders
6	Enright	Irene	516 510 8546	Welders
7	FZEWSON	Linda	954-598-5794	Belford
8	Mizacki	Gloria	954-722-8815	Devon F
9	Dressner	Robert	954-720-4910	CLARKSON
#	Anna Berpice		954-2056225	Granville
#	Richard	Berped	754 2066225	Granville
#	Berped	Teresa	754 2056225	Granville
#	Winkler	Annette	954 599 3373	Granville
#	Winkler	Dee	Dee	
#	Winkler	Dee	954-7205445	Fairfax
#	Winkler	Dee	954-415-2748	Granville
#	Winkler	Dee	954-884-2111	Granville
#	Winkler	Dee	954-540-9560	Granville
#	Winkler	Dee	954-614-2172	Granville

#	Last Name	First Name	Phone Number	Section/Bldg.
1	KASLOFF	JULIUS	954-235-6171	CLAIMMONT K
2	KRANZ	ROBERTA	954-261-8323	WELDON K
3	Kruman	LILIAN	954 921-0027	FIGHT
4	KAONIS W	PAUL	954-724-7274	EXTEN A
5	SMITH	BETTY	954-722-5119	EVERETT A
6	ROSEN	SHIRLEY	954-720-6277	TRUST
7	Carroll	Harlene	954 366 5792	Southampton C
8	Jacobson	CHARL	954 954-461-1364	CLAIMMONT - A
9	KALMANOVITS	IRIS	954 597 2161	WELDON B
#	DAMES	SEDERLY	954-592-0083	WELDON G
#	Wald	LIDIA	917 685 9417	YARDLEY D
#	Wald	SARA	917 685 9417	YARDLEY D
#	GLANZBERG	DEANNA	954-720-7837	DEVON G
#	WOLPIN	ROSLYN	954-724-5646	WELDON
#	Cohen	ROCHELLE	954-227-6611	WELDON
#	Messner	RITA	954-724-2860	WELDON
#	HOFEMAN	HAROLD	954 532 3039	FAIRFAX C
#	HOFEMAN	TOBYE	954-532-3039	FAIRFAX C
#	LOVE	RUTH	954-243-8808	CLAIMMONT H

#	Last Name	First Name	Phone Number	Section/Bldg.
1	Newfield	Brenda	954-536-7628	Southampton F109
2	Fetzer	Sady	954-924-4954	Southampton F106
3	STEIN	ROSELY	954-294-2419	GRADUATE D
4	ORUICELI	KEITH	954-547-1983	11 D
5	CASTELLANOS	JOEL	954-366-7434	FAIRFAX Bldg. C.
6	MUSKIEB	GERRIE	646-331-4884	FAIRFAX E
7	GOLDSTEIN	MILDRED	954-718-7345	Southampton B
8	SHAPIRO	ADRIANNE	954-724-4284	Greenlee J
9	Florsheim	Joan	954-817-8469	Southampton I
#	KAPLAN	ANITA	954-720-7216	S11 A
#	SCHWARTZ	MARYLYN	954-260-5891	SH C
#	SCHADE	PAULITA	954-632-8917	Weldon D
#	TRABLOWSKY	DANIEL	954-718-5692	TRENT E
#	GROSSBLAT	ZIPPORAH	443-756-9999	Southampton G
#	GROSSBLAT	JUDE	443-810-9373	Southampton G
#	EISNER	MARCIA	9192 Malabar Dr.	Malvern
#	STROHENS	MARIA	954-683-5274	YMOU B108
#	KURMAN	ROZANNE	847-877-9669	Southampton J304
#	Shenker	SALLY	954-532-4583	Weldon

#	Last Name	First Name	Phone Number	Section/Bldg.
1	ARMSTRONG	BARRY	954-366-5307	S. H. PETER E
2	"	VALERIE	11	11
3	Carbone	Thomas	954-655-6554	P - E apt 105
4	THEBERG	TRAMONTANO	954-726-2101	B E 109
5	FARRELL	MADON	954-240-3204	GREENVILLE E 7678
6	Pinefitt	MATTHER	954-882-7737	ASHMONT E-4
7	Liebowitz	Heleene	917 453 7083	Southampton 111E
8	Shanas	Joan	954-726-4218	Southampton E-204
9	Johnson	RUTHA	516 519-4176	Hammill 3137
#	GELLEN	KATE	954/534-2329	Southampton D
#	Eisenberg	Martin	347-987-8318	Welden - J
#	Nelson	ADIE	954) 926 9531	Atlet South D
#	FARM	JOYCE	954) 921-9347	SOUTHAMPTON D
#	FAIR GOLDSTON	KAREN	9-722-5946	TOLSON-G
#	GOLDSON III	BETH	954 722-7619	DEVON-J
#	MULLER, MICK	MYLES	954-726-4598	YARDLEY
#	GREENBERG	WALTER	954-724-0723	TREPT E
#	Hunderberg	Caroline	784 222-8959	CLAMMONT
#	Stern	Oliver	954-722-6969	DEVON A

#	Last Name	First Name	Phone Number	Section/Bldg.
1	Gaithre	Ned	954-724-0045	Multiten
2	Gaithre	ANNE	954-724-0045	Multiten
3	Gogard	BARRY	923-951-8920	Melton
4	Gogard	SANDY P	923-896-2241	Melton
5	GAITHRE SHILKIN	NORMIE	954-721-5239	Yardley
6	GLICIAJ	IZRA	954-721-1239	Yardley
7	PENOFKY	SANDRA	954-724-5805	TRIX
8	ROSENBLOTH	JEAN	954-366-7488	FAIRFAX
9	Sacks	Gloria	954-724-7232	Trent
#	Freeman	JOSEPH	954-724-7232 754-222-7125	Yardley
#	ALEXANDER	LINDON	954-720-4200	TRENT
#	Mossingdon	Ethney	7518 N. Devon	Devon
#	Blauert	Grace	954-722-4123	Stacy
#	Neuman	Rebecca	954-722-0026	Melton
#	Geddes	Lucy	954-721-2773	Stacy E.
#	Atorck	Phyllis	954-722-9525	Devon
#	SOLOMIN	ANTHONY (TONI)	954-721-8235	Yardley
#	Zimmerman	Shermy	954-404-9232	Yardley
#				

KINGS POINT

SOUTHAMPTON BLDG E

101	Diane Margolin	Mark Rosko	Rose
102	Beryl Shapiro	Margorie Brown	
103	J. Barz		
104	Mrs. Z. Miller	Mary Guckel	
105	Joy Miller		
106	Judith Kefauver		
107			
108		Barbara Rothfeld	Jayne Kellum
109	Lena E. Trauss	Dana Shauer	
110	Janet W. Hughes	Robert J. D. Duman	
111	Helene Lieberman		
112	Charles R. Smith	Juliette Manley	
113	Lidia D. DeSique	Lidia Lento	
114	Marianne Soudal	Regine Seibert	
115	Ann Sommer		
201	Leah Dorman	Maxine Gersmoxe	
202	Leah Dorman		
203	Patricia Grossman	Stephen Grossman	
204	Joan Shenas		
205	Garry Sharenov		
206	Michael Benas		
207	Shelly G. H.		
208	Martha Weisberg	Lynne Weisberg	
209	Yell G. H.	Flora Siroels	
210	Mr. D. H.		
211	Ira S. Metzman	I. Randochris	
212	Orme Hall		
213	Margaret Leiva	Edward Leis	Gladys Vaul
214	Beverly Leis	Franklyn	
215	Stan Pfeffer		



SOUTHAMPTON BEDS. E

301	Robert Robb		
302	Barry Lewis		
303	Steven Gorman		
304	Donna		
305	Jane Gifford		
306	John Windsor	William Snelton	
307	Valerie	Tracy	
308	Alex Miller	Claudia Fletcher	
309	Tom	Waco Grass	
310	Therese Hoine	Stephen Swine	
311	David Gifford		
312	Robert	Adrian	
313	Mary Jane Bell	Wayne B. Gifford	
314	Colin Adelle	John Gifford	Colin Adelle
315	Therese Gifford	John Gifford	
401	Paul Brown	Jeffrey Brown	
402	M. Brown		
403	Julia M. Hastoe		
404	Jan Platt	Shelly Platt	
405	Donna		
406	John	Mike & Mary	John
407	Leonard Ellinger	Carol Ellinger	
408	Rakel Ellinger	Rhonda Ellinger	
409	Lizelle Brown	J. J. Brown	
410	Donna		
411	Sherry Reade		
412	Johnny Ross		
413	John F. Garon		
414	Susan V. Guala	Gary D. Guala	
415	Guil Meryea	Michael P. Meryea	



Title - TR13613 - Diversity, Equity & Inclusion Board Appointments

A Resolution of the City Commission of the City of Tamarac, Florida, appointing five members to the Diversity, Equity and Inclusion Advisory Board, four members appointed by each of the Commissioner and one member appointed at-large by the Mayor, to serve terms concurrent with their appointing Commissioner or until such time new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

Description	Upload Date	Type
TR13613 - Diversity, Equity and Inclusion Board Appointments Memo	6/16/2021	Cover Memo
TR13613 - Diversity, Equity and Inclusion Board Appointments	6/16/2021	Resolution
DE&I Selected Applications	6/16/2021	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY CLERK'S OFFICE

TO: Michael C. Cernech,
City Manager

DATE: May 12, 2021

FROM: Jennifer Johnson, CMC
City Clerk

RE: TR13613 – Selection of
Diversity, Equity and Inclusion
Board Members

RECOMMENDATION:

I am requesting TR13613 – Selection of Diversity, Equity and Inclusion Advisory Board Members be placed on the June 23, 2021, Commission agenda for consideration.

ISSUE:

The City Commission created, by Ordinance No. O-2021-001, the Diversity, Equity and Inclusion Advisory Board, where each elected official would select one resident be appointed to the board

The City Clerk's Office marketed for resident applicants through the use of social media, the City's website, at City Hall, and advertisements published in the South Florida Times.

Following the completion of those marketing plans, the City Clerk's Office received a total of 43 applications. The members of the City Commission were provided all of the applications in accordance with Section 2-58 of the City's Code, and the City Manager directed the City Clerk to draft legislation appointing the following individuals to the Committee.

<u>Name of Appointee</u>	<u>Committee</u>	<u>Commission District</u>	<u>Term Ending</u>
Judy Hunter	Diversity, Equity & Inclusion	1	Nov. 5, 2024
Stephanie George	Diversity, Equity & Inclusion	2	Nov. 8, 2022
Jose Flores	Diversity, Equity & Inclusion	3	Nov. 5, 2024
Jose Galindo	Diversity, Equity & Inclusion	4	Nov. 8, 2022
Ronald L. Fried	Diversity, Equity & Inclusion	Mayor At Large	Nov. 8, 2022

The above listed members of the Committee shall serve terms concurrent with their appointing Commissioner, or until such time new appointments are made.

List of non-selected applicants:

Ana Newman	St. Aubyn King	Sherry Taveras	Sharon McKnight-Grant	Sarah Kellem	Sandra Fyfe
Rose Goldie Louis	Athlean Clarke Smith	Raymond C. Bonaparte	Randolph Merchant	Queenana Phanor	Peter A. Busacca Jr.

Nicole Higgs Doughty	Michelle Alexander	Marsha Stevens	Mark A. Alie	Marcia Villiers Montalvo	Lisa Butler
Jose Galindo	Leonard Levin Wilson	Larraine Jones	Julia K. Dourvetakis	Judith Rodriguez	Joseph Lanouette
Iris Ojeda	Joan Bennett-Clarke	Jesus Rivera	Jesus Cedillo	Jennifer Lacey	Janice Haywood
Donnette C. Smith	Irene Carolina Thompson	Germania Roman	Gail. M. Duscha	Farrah Peterson	Ethiel Calvo-Torres
Andrew Brown	Clarissa Reyes	Carlos Pena	Brian Haywood	Brenda Edwards	

BACKGROUND:

Division 4. – Diversity, Equity and Inclusion Advisory Board

Sec. 2-136. – Created; composition

There is hereby created a Diversity, Equity and Inclusion Advisory Board of the city, which shall consist of five (5) regular members, serving without pay, appointed by the city commission. The mission of this board is to promote awareness and to celebrate the rich heritage and the vast diversity of the City of Tamarac.

(Ord. No. [2021-001](#), § 2, 1-27-21)

Sec. 2-137. – Residency Requirements

Each member of the board shall be a resident of the city or an owner or employee of a business located in the city. Failure to be a resident of the city or employed by a business located in the city shall result in forfeiture of the position on the board. The city commission may waive the requirements of this section.

(Ord. No. [2021-001](#), § 2, 1-27-21)

Sec. 2-138. – Appointment process; terms; annual review.

The appointment process shall occur in accordance with the terms and provisions of sections [2-57](#) and [2-58](#) of the City Code. Terms of appointees shall occur in accordance with the terms and provisions of [section 2-59](#) of the City Code. The annual review shall occur in accordance with the terms and provisions of [section 2-60](#) of the City Code.

(Ord. No. [2021-001](#), § 2, 1-27-21)

Sec. 2-139. – Duties and responsibilities

The Diversity, Equity and Inclusion Advisory Board shall have the following duties and responsibilities:

- (1) The board will make recommendations to the city commission on diversity and equity strategies that strengthen connections among diverse community groups and with city government
- (2) The board will advise on initiatives that will promote appreciation, acceptance and respect for cultural and ability differences. These initiatives will contribute to city services and programs being equitable and accessible for all.(3)

The board will make recommendations to the city commission, on ways to work with public and private stakeholders in the city to increase understanding of the diverse groups that make up the city.

(Ord. No. [2021-001](#), § 2, 1-27-21)

Sec. 2-140. – Meetings.

The advisory board shall meet at least once a month at the regularly scheduled time which is to be approved by the city clerk; the board may determine annually its own vacation period not to exceed more than one (1) cancelled meeting per year. A quorum shall consist of a majority of the membership.

(Ord. No. [2021-001](#), § 2, 1-27-21)

Sec. 2-141. – Vacancies.

Removal of members. A board member appointed by the city commission serves at the pleasure of the city commission and shall be removed at any time by majority vote of the city commission.

(b)

Resignation of members. A resignation by a board member made either orally or in writing will be deemed accepted by the city commission when the board member announces his or her resignation to the city commission, city manager or city commission. The city commission need not take any formal action to accept the resignation. Failure to attend three (3) consecutive meetings without being excused by the chairperson shall be deemed a resignation.

FISCAL IMPACT:

No fiscal impact to the City.

District

ATTACHMENT(S)

Applications for the selected members.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING FIVE MEMBERS TO THE DIVERSITY, EQUITY & INCLUSION ADVISORY BOARD, FOUR MEMBERS APPOINTED BY EACH OF THE COMMISSIONERS AND ONE MEMBER APPOINTED AT-LARGE BY THE MAYOR, TO SERVE TERMS CONCURRENT WITH THEIR APPOINTING COMMISSIONER OR UNTIL SUCH TIME NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is desirous of appointing members to the City of Tamarac's advisory boards and committees; and

WHEREAS,; the City Commission created the Diversity, Equity & Inclusion Advisory Board through Ordinance O-2021-001; and

WHEREAS, members of the Diversity, Equity and Inclusion Advisory Board shall serve terms in accordance with the terms and provisions of §2-59 and of the City's Code of Ordinances; and

WHEREAS, in accordance with §2-57 and §2-58 of the Tamarac Code, the City Commission shall appoint qualified individuals to the respective positions; 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 appoint five

members to the Diversity, Equity and Inclusion Advisory Board, in accordance with the procedures provided for in §2-58 and §2-59 of the Tamarac Code.

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

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

SECTION 2: The following individuals are hereby appointed to serve as members of the Diversity, Equity and Inclusion Advisory Board, and to serve terms concurrent with their appointing Commission member, or until such time as new appointments are made.

<u>Name of Appointee</u>	<u>Board</u>	<u>District</u>	<u>Term Ending</u>
Judy Hunter	Diversity, Equity & Inclusion	1	Nov. 5, 2024
Stephanie George	Diversity, Equity & Inclusion	2	Nov. 8, 2022
Jose Flores	Diversity, Equity & Inclusion	3	Nov. 5, 2024
Jose Galindo	Diversity, Equity & Inclusion	4	Nov. 8, 2022
Ronald L. Fried	Diversity, Equity & Inclusion	Mayor At Large	Nov. 8, 2022

SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2021.

Michelle J. Gomez
MAYOR

ATTEST:

Jennifer Johnson, CMC
CITY CLERK

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

John R. Herin, Jr.
CITY ATTORNEY



CITY OF TAMARAC
APPLICATION FOR BOARD AND COMMITTEE
APPOINTMENTS

Service on an advisory Board or Committee provides citizens with an opportunity to help shape future policy and strategic direction for the City of Tamarac. Tamarac residents are cordially invited to apply for appointment by the City Commission to a Board or Committee. Advisory board and committee members are voluntary positions and serve without benefit of compensation.

Please check Boards/Committees for which you wish to be considered:

- | | |
|--|--|
| <input type="checkbox"/> Charter Board | <input checked="" type="checkbox"/> Diversity, Equity and Inclusion Advisory Board |
| <input type="checkbox"/> Parks and Recreation Board | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Public Art Committee | <input type="checkbox"/> Veteran's Affairs Committee |
| <input type="checkbox"/> Sister Cities Committee | Other (Please specify): _____ |
| <input type="checkbox"/> Ruth Bader Ginsberg Commission on the Status of Women (RBG) | |

Application is for: ☐ Reappointment ☒ New appointment

PERSONAL:

Name: Jose Flores Telephone Number: 754-245-3822
Home Address: 10008 NW 83rd St. Villa 2, Tamarac, FL. Zip Code: 33321
Length of Residence in Tamarac (If applicable) 11 Years 4 Months
Length of Time as Business Person in Tamarac (If applicable) 6 Years Months
E-Mail Address: joseinspires@gmail.com
Development/Section Name and Number: _____
Commission District Number: 3 Voting Precinct Number: J002

EDUCATION:

Name and location of High School: Wallkill Senior High School - Wallkill, NY.
College (if appropriate): _____
Years Completed: _____ Degree: _____
Field of Study: _____

Other professional or technical training (Name of school, course name, etc.):
Certified Professional Speaker, Coach, and Consultant with the Les Brown Maximum Achievement Institute

EMPLOYMENT:Current or most recent employer: Self employedAddress: 10008 NW 83rd St. Villa 2, Tamarac, FL. 33321Position: CEO Years of Service: 6Duties: Speaking, Coaching, and Consulting**OTHER QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional):

As a person living and thriving with a physical different ability and permanently in a wheelchair, I believe that I can add tremendous value in helping to make Tamarac more diverse, equitable, and inclusive.

MEMBERSHIPS:

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

Tamarac Organization**Years Member****Office Held (if any)**

Outside City of Tamarac

ACKNOWLEDGMENT

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.

eSigned via Seamedocs.com
Jose Flores
Key: 218b3fe9ddb8d9e64ead33ce2d137c75

Signature of Applicant

March 17, 2021

Date

**PLEASE RETURN THIS APPLICATION TO THE CITY CLERK'S OFFICE FOR PROCESSING.
City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505**

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Jose Flores

- 1 Do you have any relatives presently employed by the City of Tamarac? No

If yes, please state names and City departments/divisions: _____

- 2 Are you aware of any potential conflict of interest that may arise from your serving on City of Tamarac advisory boards and committees? No If yes, please explain:

- 3 Do you presently have monies owed to the City of Tamarac which are delinquent?
If yes, please explain: No

- 4 Do you have any pending code violations relative to property owned by you within The City of Tamarac? If yes, please explain: No

- 5 Do you have any existing violations relative to other City codes? No

If yes, please list:



CITY OF TAMARAC
APPLICATION FOR BOARD AND COMMITTEE
APPOINTMENTS

Service on an advisory Board or Committee provides citizens with an opportunity to help shape future policy and strategic direction for the City of Tamarac. Tamarac residents are cordially invited to apply for appointment by the City Commission to a Board or Committee. Advisory board and committee members are voluntary positions and serve without benefit of compensation.

Please check Boards/Committees for which you wish to be considered:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Charter Board | <input checked="" type="checkbox"/> Diversity, Equity and Inclusion Advisory Board |
| <input type="checkbox"/> Parks and Recreation Board | <input checked="" type="checkbox"/> Planning Board |
| <input type="checkbox"/> Public Art Committee | <input type="checkbox"/> Veteran's Affairs Committee |
| <input type="checkbox"/> Sister Cities Committee | Other (Please specify): _____ |

Application is for: _____ Reappointment ☒ New appointment

PERSONAL:

Name: Jose Galindo Telephone Number: 7542451678
Home Address: 9509 NW 80th pl Zip Code: 33321
Length of Residence in Tamarac (If applicable) 12 Years Months
Length of Time as Business Person in Tamarac (If applicable) 8 Years Months
E-Mail Address: jgalrealty@yahoo.com
Development/Section Name and Number: jgalrealty@yahoo.com
Commission District Number: District 3 Voting Precinct Number:

EDUCATION:

Name and location of High School: Peruvian Air force School "Manuel Polo Jimenez"
College (if appropriate): Miami Dade College
Years Completed: 4 Degree: Graphic Design Technology
Field of Study: Design, Architecture , Photography

Other professional or technical training (Name of school, course name, etc.):

Miami DaDe College Business management certificate
Miami Dade College Business marketing

Gold Coast School Real estate Sales (Realtor for the city of Tamarac)

EMPLOYMENT:Current or most recent employer: HomegoodsAddress: 12670 West Sunrise BlvdPosition: Manager Years of Service: 2Duties: Control operations of the store, hiring, training, control budget and deliver great customer service.**OTHER QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional):

I would like to serve again to my great community. I served as a member of the planning board for four years. I helped the COP program as a volunteer for 2 years. I attended Tamarac University to learn more about my community and understand what it takes to run a successful city like ours. Seeing our city leaders working together towards the success of our city inspire me to serve again and offer my experience and time to my fellow neighbors.

MEMBERSHIPS:

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

Tamarac Organization**Years Member****Office Held (if any)**Planning Board4**Outside City of Tamarac****ACKNOWLEDGMENT**

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.

Signed via SeamllessDocs.com
Jose galindo

Key: 218b3feaddb8d9e64ead33ce2d137e75

Signature of ApplicantFebruary 25, 2021Date

**PLEASE RETURN THIS APPLICATION TO THE CITY CLERK'S OFFICE FOR PROCESSING.
City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505**

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Jose Galindo

- 1 Do you have any relatives presently employed by the City of Tamarac? no

If yes, please state names and City departments/divisions: _____

n/a

- 2 Are you aware of any potential conflict of interest that may arise from your serving on City of Tamarac advisory boards and committees? no If yes, please explain:

n/a

- 3 Do you presently have monies owed to the City of Tamarac which are delinquent?
If yes, please explain: n/a

- 4 Do you have any pending code violations relative to property owned by you within The City of Tamarac? If yes, please explain: n/a

- 5 Do you have any existing violations relative to other City codes? no

If yes, please list:



CITY OF TAMARAC
APPLICATION FOR BOARD AND COMMITTEE
APPOINTMENTS

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Please check Boards/Committees for which you wish to be considered:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Charter Board | <input checked="" type="checkbox"/> Diversity, Equity and Inclusion Advisory Board |
| <input checked="" type="checkbox"/> Parks and Recreation Board | <input checked="" type="checkbox"/> Planning Board |
| <input type="checkbox"/> Public Art Committee | <input type="checkbox"/> Veteran's Affairs Committee |
| <input checked="" type="checkbox"/> Sister Cities Committee | Other (Please specify): _____ |

Application is for: _____ Reappointment ☒ New appointment

PERSONAL:

Name: Judy Hunter Telephone Number: 786-258-5304
Home Address: 5008 NW 49th Rd Zip Code: 33319
Length of Residence in Tamarac (If applicable) 6 Years 11 Months
Length of Time as Business Person in Tamarac (If applicable) _____ Years _____ Months
E-Mail Address: Huntham@aol.com
Development/Section Name and Number: _____
Commission District Number: 1 Voting Precinct Number: J020

EDUCATION:

Name and location of High School: Weequahic High
College (if appropriate): Rutgers U., FIU, Harvard Principal's Academy
Years Completed: 10 Degree: BS. MS +
Field of Study: Political Science, Administration and Supervision

Other professional or technical training (Name of school, course name, etc.):

Educator, Retired Principal, Daycare Director/Owner

EMPLOYMENT:Current or most recent employer: Retired PrincipalAddress: 1450 NE 2nd Ave. Miami, FL 33132Position: Principal Years of Service: 34Duties: Budget, Finance, Personnel, HR, Site Manager, Construction Planning (new school)**OTHER QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional):

I have worked and volunteered as well as served on a wide range of Boards and participated with many organizations.

MEMBERSHIPS:

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

<u>Tamarac Organization</u>	<u>Years Member</u>	<u>Office Held (if any)</u>
<u>Mainlands 6 Board</u>	<u>1</u>	<u>Secretary</u>
<u>Outside City of Tamarac</u>		
<u>Guardian at Litem</u>	<u>7</u>	<u>Recruitment Dir.</u>
<u>Inner city Advocacy Board</u>	<u>6</u>	<u>Co Director</u>


ACKNOWLEDGMENT

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.

eSigned via [SeamlessDoc.com](#)

Key: 218b3feaddb8d9e64ead33ce2d137c75

Signature of ApplicantFebruary 17, 2021Date

**PLEASE RETURN THIS APPLICATION TO THE CITY CLERK'S OFFICE FOR PROCESSING.
City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505**

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Judy Hunter

- 1 Do you have any relatives presently employed by the City of Tamarac? No

If yes, please state names and City departments/divisions: _____

- 2 Are you aware of any potential conflict of interest that may arise from your serving on City of Tamarac advisory boards and committees? No If yes, please explain:

- 3 Do you presently have monies owed to the City of Tamarac which are delinquent?
If yes, please explain: No

- 4 Do you have any pending code violations relative to property owned by you within The City of Tamarac? If yes, please explain: No

- 5 Do you have any existing violations relative to other City codes? No

If yes, please list:



CITY OF TAMARAC
APPLICATION FOR BOARD AND COMMITTEE
APPOINTMENTS

Service on an advisory Board or Committee provides citizens with an opportunity to help shape future policy and strategic direction for the City of Tamarac. Tamarac residents are cordially invited to apply for appointment by the City Commission to a Board or Committee. Advisory board and committee members are voluntary positions and serve without benefit of compensation.

Please check Boards/Committees for which you wish to be considered:

- | | |
|--|--|
| <input type="checkbox"/> Charter Board | <input checked="" type="checkbox"/> Diversity, Equity and Inclusion Advisory Board |
| <input type="checkbox"/> Parks and Recreation Board | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Public Art Committee | <input type="checkbox"/> Veteran's Affairs Committee |
| <input type="checkbox"/> Sister Cities Committee | Other (Please specify): _____ |
| <input type="checkbox"/> Ruth Bader Ginsberg Commission on the Status of Women (RBG) | |

Application is for: ☐ Reappointment ☒ New appointment

PERSONAL:

Name: RONALD L. FRIED Telephone Number: 9546736420
Home Address: 6060 NW 55TH LN Zip Code: 33319
Length of Residence in Tamarac (If applicable) 8 Years 9 Months
Length of Time as Business Person in Tamarac (If applicable) _____ Years _____ Months
E-Mail Address: rrohollywood@gmail.com
Development/Section Name and Number: _____
Commission District Number: 1 Voting Precinct Number: J017

EDUCATION:

Name and location of High School: Miami Coral Park, Miami, Florida
College (if appropriate): Florida State University
Years Completed: 4 Degree: BS School of Social Welfare
Field of Study: Criminology

Other professional or technical training (Name of school, course name, etc.):
Loyola School of Law. JD 1975.

EMPLOYMENT:Current or most recent employer: Michael H. Merino, P.A.Address: 6741 Orange Drive, Davie, FLPosition: Litigation Supervisor Years of Service: 8Duties: Supervised Litigation Department**OTHER QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional):

I am interested in providing my perspective on a wide range of social, political and economic issues.

MEMBERSHIPS:

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

Tamarac Organization**Years Member****Office Held (if any)**

Outside City of Tamarac


ACKNOWLEDGMENT

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.

eSigned via SeamllessDocs.com

Key: 218b3feddb8d9e64ead33ce2d137c75

Signature of ApplicantMarch 29, 2021Date

**PLEASE RETURN THIS APPLICATION TO THE CITY CLERK'S OFFICE FOR PROCESSING.
City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505**

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: RONALD L. FRIED

- 1 Do you have any relatives presently employed by the City of Tamarac? NO

If yes, please state names and City departments/divisions: _____

- 2 Are you aware of any potential conflict of interest that may arise from your serving on City of Tamarac advisory boards and committees? NO If yes, please explain:

- 3 Do you presently have monies owed to the City of Tamarac which are delinquent?
If yes, please explain: NO

- 4 Do you have any pending code violations relative to property owned by you within The City of Tamarac? If yes, please explain: NO

- 5 Do you have any existing violations relative to other City codes? NO

If yes, please list:



CITY OF TAMARAC
APPLICATION FOR BOARD AND COMMITTEE
APPOINTMENTS

Service on an advisory Board or Committee provides citizens with an opportunity to help shape future policy and strategic direction for the City of Tamarac. Tamarac residents are cordially invited to apply for appointment by the City Commission to a Board or Committee. Advisory board and committee members are voluntary positions and serve without benefit of compensation.

Please check Boards/Committees for which you wish to be considered:

- | | |
|---|--|
| <input type="checkbox"/> Charter Board | <input checked="" type="checkbox"/> Diversity, Equity and Inclusion Advisory Board |
| <input type="checkbox"/> Parks and Recreation Board | <input checked="" type="checkbox"/> Planning Board |
| <input type="checkbox"/> Public Art Committee | <input type="checkbox"/> Veteran's Affairs Committee |
| <input checked="" type="checkbox"/> Sister Cities Committee | Other (Please specify): _____ |

Application is for: ☐ Reappointment ☒ New appointment

PERSONAL:

Name: Stephanie George Telephone Number: 954-592-4389
Home Address: 5845 N Plum Bay Pkwy Zip Code: 33321
Length of Residence in Tamarac (If applicable) 9 Years 5 Months
Length of Time as Business Person in Tamarac (If applicable) _____ Years _____ Months
E-Mail Address: stephanie.george19@aol.com
Development/Section Name and Number: stephanie.george19@aol.com
Commission District Number: 2 Voting Precinct Number: J019

EDUCATION:

Name and location of High School: Stoneman Douglas HS - Parkland, FL
College (if appropriate): Florida Atlantic University
Years Completed: 4 Degree: Bachelor of Science
Field of Study: International Business / Marketing

Other professional or technical training (Name of school, course name, etc.):

EMPLOYMENT:Current or most recent employer: Office DepotAddress: 6600 N Military Trail Boca Raton, FL 33496Position: Marketing Program Manager Years of Service: 3.5Duties: Planning and execution of local marketing initiatives**OTHER QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional):

I've lived in the city for almost 10 years and have seen the growth and improvements within the city. I think there is potential for continued improvement and would love to be a part of what happens in my town (where I live).

MEMBERSHIPS:

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

Tamarac Organization**Years Member****Office Held (if any)**

Outside City of Tamarac

ACKNOWLEDGMENT

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.

eSigned via SeamblesDocs.com*Stephanie George*Key: 218b3feaddb8d9e64ead33ce2d137c75Signature of ApplicantFebruary 12, 2021Date

**PLEASE RETURN THIS APPLICATION TO THE CITY CLERK'S OFFICE FOR PROCESSING.
City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505**

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Stephanie George

- 1 Do you have any relatives presently employed by the City of Tamarac? No

If yes, please state names and City departments/divisions: n/a

- 2 Are you aware of any potential conflict of interest that may arise from your serving on City of Tamarac advisory boards and committees? No If yes, please explain:

- 3 Do you presently have monies owed to the City of Tamarac which are delinquent?
If yes, please explain: No

- 4 Do you have any pending code violations relative to property owned by you within The City of Tamarac? If yes, please explain: Not that I'm aware. I was issued a

- 5 Do you have any existing violations relative to other City codes? No

If yes, please list:



Title - TR13614 - Cisco Systems Flex Licensing Agreement

A Resolution of the City Commission of the City of Tamarac, Florida, ratifying past purchases from Presidio Network Solutions and awarding IFB 21-20B to Presidio Network Solutions for the purchase of a three (3) year Cisco Systems Flex Licensing Agreement at a total three (3) year cost of \$64,752.50, paid annually with a Year 1 cost of \$15,636.50 and a Year 2 and Year 3 cost of \$24,558.00 per year, and authorizing the appropriate City Officials to execute a three (3) year Cisco Systems Flex Licensing Agreement; authorizing expenditures from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR13614 Memo - Cisco Systems Flex Licensing Agreement	6/10/2021	Cover Memo
TR13614 Resolution - Cisco Systems Flex Licensing Agreement	6/10/2021	Resolution
TR13614 Exhibit 1 - Cisco End User Information Form	6/10/2021	Exhibit
TR13614 Exhibit 2 - IFB 21-20B Bid Results	6/10/2021	Exhibit

**City of Tamarac
Interoffice Memorandum
Department**

To: Michael C. Cernech, City Manager
Thru: Kathleen Gunn, Assistant City Manager
From: Levent Sucuoglu, Director of Information Technology
Date: May 28, 2021
Re: TR 13614: Cisco Systems Flex Licensing Agreement

Recommendation:

I recommend that TR 13614 be placed on the June 23, 2021, City Commission Meeting Agenda, to award IFB 21-20B to Presidio Network Solutions for the purchase of a three (3) year Cisco Systems Flex Licensing Agreement, for a total three (3) year cost of \$64,752.50, paid annually with a Year 1 cost of \$15,636.50 and a Year 2 and Year 3 cost of \$24,558.00 per year, and to authorize appropriate City Officials to execute a three (3) year Cisco Systems Flex Licensing Agreement, including the Cisco End User Information Form and any other necessary documents to effectuate said Cisco Systems Flex Licensing Agreement, starting on July 1, 2021, and ending on June 30, 2024.

Issue:

The City's existing Cisco Systems Software Support Services (SWSS) maintenance and support contracts for the City's telephone system expire on June 19, 2021, requiring renewal in order to maintain said coverage. Cisco Systems has recently transitioned from SWSS to a subscription-based licensing model call Flex Licensing, which includes maintenance and support and provides for annual payments in lieu of an upfront payment for three (3) years.

Background:

Technology is one of the key components in the efficient delivery of City services, and the City's telephone system infrastructure is critical to ensuring continued operations.

The City utilizes Cisco Systems software, including Cisco Unified Communications Manager (CUCM) (for the primary telephone system functionality), Cisco Unity Connection (CUC) (for voicemail), Cisco Unified Contact Center Express (UCCX) (for call queuing), and Cisco Mobile and Remote Access (MRA) Expressway for remote telephony.

The existing three (3) year Cisco Systems Software Support Services (SWSS) maintenance and support contracts for the City's telephone system expire on June 19, 2021. Recently, however, Cisco has transitioned away from SWSS to a subscription-based licensing model (which includes maintenance and support) called Flex. A Cisco Systems Flex Licensing

Agreement is based on number of users/devices and provides for annual payments over the contract term in lieu of a larger, upfront payment for the entire term as with SWSS.

In order to continue receiving software upgrades and 24x7x4 maintenance and support for these critical systems, it is imperative that the City renew the Cisco Systems maintenance and support agreements for the telephone system and enter into a Cisco Systems Flex Licensing Agreement.

On May 24, 2021, the City issued IFB 21-20B - Cisco Flex Licensing Agreement, on file with the City Clerk's Office, requesting quotes from authorized Cisco Systems partners for a three (3) year Cisco Systems Flex Licensing Agreement, starting on July 1, 2021, and ending on June 30, 2024.

The City received six (6) responses, with quotes as shown below:

Presidio Network Solutions	\$64,752.50
Veytec	\$74,249.01
Total Communications, Inc.	\$87,560.82
We Did It Consulting LLC	\$94,999.98
Hypertec USA, Inc.	\$107,684.55
C & C International Computers and Consultants, Inc.	\$361,260.00

The quote from Presidio Network Solutions was the least expensive quote.

During FY2021, the City has already issued Purchase Orders to Presidio Network Solutions for the following:

<u>Date</u>	<u>Amount</u>	<u>PO</u>	<u>Purpose</u>
11/16/2020	\$4,807.80	240378	Cisco telephone system licensing for Phase 2 of the Microsoft Teams / Telephone System Integration, for telecommuting during the Pandemic
11/10/2020	\$3,521.20	240361	Phase 2 services to setup / configure remaining 30 users for Microsoft Teams integration with telephone system, for telecommuting during the Pandemic
2/11/2021	\$3,958.32	240595	Microsoft Teams / OneDrive / SharePoint Online Troubleshooting, used for remote file(s)/folder(s) access and sharing during the Pandemic
6/3/2021	\$5,633.92	240791	Emergency services to troubleshoot Cisco telephone system Call Routing / Failover
6/3/2021	\$14,084.80	240792	Cisco telephone system upgrade and configuration services

The aforementioned expenditures to Presidio Network Solutions bring their annual aggregate spend for FY2021 to \$32,006.04. While the individual transactions were unrelated to each other; when the total spend for an individual vendor exceeds our administrative approval limit of \$65,000 during any fiscal year, it is the City's policy that we present the aggregate total spend to that vendor to the City Commission for their ratification so that there is complete transparency related to the City's spend. The Cisco Systems Flex Licensing Agreement, with a total three (3) year cost of \$64,752.50, would bring the FY2021 aggregate spend with Presidio Network Solutions to over \$65,000.

I recommend that TR 13614 be placed on the June 23, 2021, City Commission Meeting Agenda, to award IFB 21-20B to Presidio Network Solutions for the purchase of a three (3) year Cisco Systems Flex Licensing Agreement, for a total three (3) year cost of \$64,752.50, paid annually with a Year 1 cost of \$15,636.50 and a Year 2 and Year 3 cost of \$24,558.00 per year, and to authorize appropriate City Officials to execute a three (3) year Cisco Systems Flex Licensing Agreement, including the Cisco End User Information Form and any other necessary documents to effectuate said Cisco Systems Flex Licensing Agreement, starting on July 1, 2021, and ending on June 30, 2024.

As reference, the following are attached:

Exhibit 1 - Cisco End User Information Form

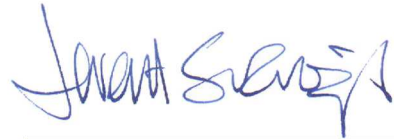
Exhibit 2 - IFB 21-20B Bid Results

Fiscal Impact:

The total three (3) year cost for the Cisco Flex Licensing Agreement is \$64,752.50, paid annually with a Year 1 cost of \$15,636.50 and a Year 2 and Year 3 cost of \$24,558.00 per year.

Funding for this item included in the FY2021 Information Technology Budget, service contract account # 001-8100-513.46-02, and has been and will be requested in future budgets for the remaining contract term.

This item supports Strategic Goal #5 - Tamarac is Smart & Connected – utilizing technology to automate the delivery of services and information and better leveraging tax dollars.



Levent Sucuoglu

Approved: _____

Disapproved: _____

CC: Keith Glatz, Purchasing & Contracts Manager

Attachments

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, RATIFYING PAST PURCHASES FROM PRESIDIO NETWORK SOLUTIONS AND AWARDING IFB 21-20B TO PRESIDIO NETWORK SOLUTIONS FOR THE PURCHASE OF A THREE (3) YEAR CISCO SYSTEMS FLEX LICENSING AGREEMENT AT A TOTAL THREE (3) YEAR COST OF \$64,752.50, PAID ANNUALLY WITH A YEAR 1 COST OF \$15,636.50 AND A YEAR 2 AND YEAR 3 COST OF \$24,558.00 PER YEAR, AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A THREE (3) YEAR CISCO SYSTEMS FLEX LICENSING AGREEMENT; AUTHORIZING EXPENDITURES FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, technology is one of the key components in the efficient delivery of City services, and the City's telephone system infrastructure is critical to ensuring continued operations; and

WHEREAS, the City's existing three (3) year Cisco Systems Software Support Services (SWSS) maintenance and support contracts for the City's telephone system expire on June 19, 2021, thereby requiring renewal in order to maintain said coverage; and

WHEREAS, Cisco Systems has transitioned away from SWSS to a subscription-based licensing model (which includes maintenance and support) called Flex, thereby

requiring the City to now purchase and execute a Cisco Systems Flex Licensing Agreement to continue receiving software upgrades and 24x7x4 maintenance and support for its telephone system software; and

WHEREAS, on May 24, 2021, the City issued IFB 21-20B - Cisco Flex Licensing Agreement, on file with the City Clerk's Office, requesting quotes from authorized Cisco Systems partners for a three (3) year Cisco Systems Flex Licensing Agreement, starting on July 1, 2021, and ending on June 30, 2024; and

WHEREAS, six (6) responses were received, with quotes as shown below:

Presidio Network Solutions	\$64,752.50
Veytec	\$74,249.01
Total Communications, Inc.	\$87,560.82
We Did It Consulting LLC	\$94,999.98
Hypertec USA, Inc.	\$107,684.55
C & C International Computers and Consultants, Inc.	\$361,260.00

; and

WHEREAS, the quote from Presidio Network Solutions was deemed as the least expensive for the required Cisco Systems Flex Licensing Agreement; and

WHEREAS, funding is available in the Information Technology operating account for said purposes, and has been and will be requested in future budgets for the remaining contract term; and

WHEREAS, it is the recommendation of the Director of Information Technology and the Purchasing and Contracts Manager that the City Commission of the City of Tamarac ratify past expenditures with Presidio Network Solution, as well as award IFB 21-20B to Presidio Network Solutions for the purchase of a three (3) year Cisco Systems Flex Licensing Agreement, for a total three (3) year cost of \$64,752.50, paid annually with a Year 1 cost of \$15,636.50 and a Year 2 and Year 3 cost of \$24,558.00 per year, and to authorize appropriate City Officials to execute a three (3) year Cisco Systems Flex Licensing Agreement, including the Cisco End User Information Form and any other necessary documents to effectuate said Cisco Systems Flex Licensing Agreement, starting on July 1, 2021, and ending on June 30, 2024; 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 ratify past expenditures with Presidio Network Solution, as well as award IFB 21-20B to Presidio Network Solutions for the purchase of a three (3) year Cisco Systems Flex Licensing Agreement, for a total three (3) year cost of \$64,752.50, paid annually with a Year 1 cost of \$15,636.50 and a Year 2 and Year 3 cost of \$24,558.00 per year, and to authorize appropriate City Officials to execute a three (3) year Cisco Systems Flex Licensing Agreement, including the Cisco End User Information Form and any other necessary documents to effectuate said Cisco Systems Flex Licensing Agreement, starting on July 1, 2021, and ending on June 30, 2024.

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

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

SECTION 2: The City Commission hereby ratifies past expenditures with Presidio Network Solution, as well as awards IFB 21-20B to Presidio Network Solutions for the purchase of a three (3) year Cisco Systems Flex Licensing Agreement, for a total three (3) year cost of \$64,752.50, paid annually with a Year 1 cost of \$15,636.50 and a Year 2 and Year 3 cost of \$24,558.00 per year, and authorizes appropriate City Officials to execute a three (3) year Cisco Systems Flex Licensing Agreement, including the Cisco End User Information Form and any other necessary documents to effectuate said Cisco Systems Flex Licensing Agreement, starting on July 1, 2021, and ending on June 30, 2024.

SECTION 3: Funding is and will be available for the purchase of a Cisco Systems Flex Licensing Agreement from the appropriate accounts for a total three (3) year cost not to exceed \$64,752.50.

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

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

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

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2021.

MICHELLE J. GOMEZ, MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN, JR.
CITY ATTORNEY

End User Information Form

For End Users of the Cisco Flex Plans

To purchase the Cisco Collaboration Flex Plan or Cisco Spark Flex Plan under the Enterprise Agreement (“EA”) buying model for you and your Participating Affiliate(s), an authorized representative of the End User must complete this form in its entirety and sign it. This form will be used for provisioning and entitlement under the Flex Plan, as well as to ensure that you understand the terms of use that apply to your Flex Plan. Cisco will provide a quote to your reseller for the selected buying model, based upon the information that you provide in this form. Your reseller will in turn provide a quote to you. **Your signature is required on this form prior to receiving access to the program.**

End User Overview

Defined Terms Used in This Section

“Participating Affiliates” means Your Affiliates whose Meter counts are included on the EUIF.

“Affiliate” means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. **“Control”** means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

“End User”, “You” or “Your” mean the final purchasing entity as identified on the EUIF.

End User Information	
End User’s full legal name	City of Tamarac, Florida
Address of End User’s principal place of business	7525 NW 88th Avenue Tamarac, FL 33321

Participating Affiliates	
Cisco requires any Participating Affiliate(s) for which you are purchasing coverage to be included in this End User Information Form. Cisco relies on this list to define the scope of the agreement, ensure accurate pricing, as well as effective provisioning and support.	
Participating Affiliate(s)	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Only listed Participating Affiliates (to be recorded immediately below)
Participating Affiliates	

Cisco Collaboration

Additional Defined Terms Used in This Section

“Employees” means full or part-time employees of You and Your Participating Affiliates.

“Contractors” means non-Employees who (i) work on Your or Your Participating Affiliates’ behalf, (ii) whose work is under Your or Your Participating Affiliates’ control or supervision pursuant to a consulting, staffing or other similar written contract, and (iii) have access to Your or Your Participating Affiliates’ systems or networks in the ordinary course of providing their services to You or Your Participating Affiliates.

“Knowledge Workers” means You and Your Participating Affiliates’ Employees and Contractors who utilize devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

Your Suite(s) purchased under the Flex Plan

Cisco requires customers purchasing Enterprise Agreement to complete and sign this End User Information form. You will have access to the Software and/or Services in the Suite(s) you purchase, and which are identified on your EUIF.

- ☐ Meetings Enterprise Agreement
☐ Calling Enterprise Agreement

Knowledge Worker Count Worksheet

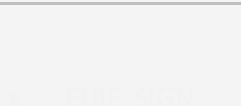
Cisco Flex Plan EA Offers	Value
Total quantity of Employees of the End User and Participating Affiliates	a. 325
+ Total quantity of Contractors of the End User and Participating Affiliates	b.
= Total Employees and Contractors (add a. and b.)	c. 325
= Knowledge Worker count	e. 325

Cisco Collaboration Flex Plan Education EA only	Value
Total quantity of faculty/staff (Knowledge Workers) at educational institution	a.
= Knowledge Worker faculty/staff count	c.
Total quantity of students at educational institution (expected to have access to Meetings) - These are not part of the Knowledge Worker count.	

End User Information Form Acceptance

THE UNDERSIGNED REPRESENTS THAT THEY ARE AUTHORIZED TO SIGN THIS FORM ON THE END USER’S BEHALF AND THAT THE INFORMATION PROVIDED, INCLUDING METER COUNTS FOR THE END USER AND ITS PARTICIPATING AFFILIATES, IS ACCURATE AS OF THE DATE OF SIGNATURE. THE UNDERSIGNED UNDERSTANDS THAT THE APPROVED SOURCE RELIES UPON THE INFORMATION PROVIDED IN THIS FORM TO ESTABLISH THE PRICE QUOTE FOR THE END USER’S PURCHASE.

FOR FLEX PLAN EA: I HAVE READ THE ENTERPRISE AGREEMENT PROGRAM TERMS ("PROGRAM TERMS") INCLUDED BELOW, AND UNDERSTAND THAT IN THE EVENT OF AN EA PURCHASE, THESE PROGRAM TERMS APPLY TO THE SOFTWARE AND SERVICES AS DESCRIBED IN THE PROGRAM TERMS.

Full Legal Name of the End User Organization (e.g., company, government entity) You Represent	
Last Name, First Name	Cernech, Michael
Title	City Manager
Date	
End User Authorized Representative Signature	

Cisco Enterprise Agreement Program Terms and Conditions for End Users

These terms and conditions together with the applicable Enrollment Descriptions and EUIF (collectively, “EA Program Terms”) govern any Suites that You order under the Cisco Enterprise Agreement Program (“Purchased Suites”). The EA Program Terms do not modify the terms of any Cisco products or services You purchase outside of the Cisco Enterprise Agreement Program.

By signing these terms and conditions You agree to the EA Program Terms and the Licensing Documents. If You do not agree to the EA Program Terms or Licensing Documents, You may not Consume the Software or Cloud Services. Notwithstanding the foregoing, You are not obligated to make a purchase by entering into the EA Program Terms, and neither the EA Program Terms nor the Licensing Documents will apply until You place an order as further described in section 1, below.

1. **Orders.** To purchase Suites under the EA Program Terms, You must first submit the applicable EUIF and Enrollment Description signed by Your authorized representative to the Approved Source. The EUIF must list: (a) Your Participating Affiliates; (b) the Purchased Suites; (c) the Suite Term; and (d) accurate Meter counts for You and all Participating Affiliates. You will then be required to place an order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source.
2. **Access To Purchased Suites.** Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates the right to Consume the Purchased Suites during the Suite Term via the EA Workspace or as otherwise set forth in the applicable Enrollment Description. You must pay for all Software and Cloud Services Consumed. You are responsible for keeping all login credentials to the EA Workspace secure and for the actions of any individual You or a Participating Affiliate authorize to access the EA Workspace, including payment for any Software or Cloud Services Consumed by such individuals.
3. **Enterprise-wide Commitment.** The Approved Source relies on the information You provide in the EUIF to establish the Enterprise-wide Commitment. During the Suite Term, Your payment obligation related to the Enterprise-wide Commitment may increase as a result of any of the following: (a) You exceed the Initial Growth Cap (as described in section 5); (b) You exceed the Initial Entitlement or the previous year’s Entitlement subject to a True Forward (as described in section 6); or (c) You purchase an additional Suite (as described in section 9).
4. **Term & Termination.**
 - a. **Term.** The Term of the EA Program Terms will commence on the date of signature below and continue so long as there is an active Purchased Suite, unless earlier terminated in accordance with section 4(c)(i), below.
 - b. **Suite Term.** The Suite Term for each Purchased Suite will commence on the Suite Start Date and last for the period set forth in the EUIF, unless terminated in accordance with section 4(c)(i), below.
 - c. **Termination.**
 - i. Either party may terminate the EA Program Terms or a Purchased Suite if the other party materially breaches the EA Program Terms and does not cure the breach within 30 days of written notice of the breach.
 - ii. In the event of Your uncured material breach of the EA Program Terms for non-payment of fees to the Approved Source, Cisco may, in lieu of termination of the Program Terms pursuant to section 4(c)(i), suspend Your right to Consume the Software and Cloud Services in the Purchased Suite and suspend Your access to the EA Workspace, until Your breach has been cured.
 - iii. In the event of Your termination for Cisco’s uncured material breach of the EA Program Terms, Cisco will refund to the Approved Source (or You, if You purchased directly from Cisco) any fees You paid covering the period after the effective date of termination.
 - iv. Other than as provided in this section 4 and to the extent permitted by law, the EA Program Terms and any orders placed thereunder are non-cancellable and may not be terminated.
 - d. **Effect of Termination; End of Suite Term.** Upon termination or at the end of the Suite Term:

- i. The following rights will terminate with respect to the Purchased Suites: (1) Your right to Consume Cloud Services and Software; (2) Your right to access the EA Workspace; (3) Your right to receive Support Services; and
 - ii. You must destroy the product activation keys (PAKs) provided in connection with the Purchased Suites.
5. **Initial Growth Cap.** If You exceed the Initial Growth Cap during the first six months of the Suite Term, the Approved Source may charge You for such Consumption above the Initial Growth Cap. If the Purchased Suite includes a Growth Allowance (described in the applicable Enrollment Description), the Growth Allowance cannot be used to offset fees for exceeding the Initial Growth Cap.
6. **True Forward.**
 - a. Cisco performs a True Forward for the Purchased Suites on each anniversary of the Suite Start Date. On the first anniversary of the Suite Start Date, if You have exceeded the Initial Entitlement, the Approved Source will charge You for the Consumption above the Initial Entitlement through the remainder of the Suite Term. On each subsequent anniversary of the Suite Start Date, the Approved Source will charge You for any Consumption above the previous year's Entitlement through the remainder of the Suite Term.
 - b. Your True Forward payment obligation for each Purchased Suite will be calculated by comparing Your Consumption of Software and Cloud Services to Your Entitlement for the previous year. Any payment owed to the Approved Source will be determined as follows and reflected in the price quote from the Approved Source: the unit price less any applicable discount or incentive multiplied by the quantity by which You exceeded Your then-current Entitlement. The price used to calculate any True Forward fees will be established when You place the order for each Purchased Suite.
 - c. For some Suites, a portion of Your True Forward payment obligation may be offset by the residual value remaining in Software or Cloud Services in the same Suite. This process is called value shift, and the applicable Enrollment Description indicates whether and to the extent value shift applies to a given Suite.
 - d. There is no fee for exceeding the Entitlement in the final year of the Suite Term.
7. **Updates to Purchased Suites.** Cisco may enhance or refine the Purchased Suites at no additional cost to You. Such updates will not materially reduce the core functionality of the Purchased Suites.
8. **End of Life.** Notwithstanding anything in the EA Program Terms to the contrary, Cisco reserves the right to discontinue a Suite with at least three years' prior notice. If a Purchased Suite is discontinued, Cisco will either: (a) provide You a substantially similar replacement Suite for the remainder of the Suite Term; or (b) issue a credit to the Approved Source (or You, if You purchased directly from Cisco) for any fees You paid for the Purchased Suite covering the period after the last date such Purchased Suite is available for You to Consume. Such credit can be applied towards the future purchase of Cisco products and services.
9. **Purchasing Additional Suites.** You may purchase additional Suites by submitting a new EUIF and order to the Approved Source. Additional Suites may co-terminate with a pre-existing Purchased Suite provided there are at least 12 months remaining in the Suite Term of such pre-existing Purchased Suite. Otherwise, additional Purchased Suites will be given a new Suite Term and will be subject to the then-current EA Program Terms in accordance with section 10, below.
10. **Modifications.** As our business evolves, Cisco may modify the EA Program Terms. Updated EA Program Terms do not apply to pre-existing Purchased Suites or to future orders that co-terminate to a pre-existing Purchased Suite, which will be governed by the version of the EA Program Terms already in effect for the pre-existing Purchased Suite.
11. **Participating Affiliates.** You are responsible for Your Participating Affiliates' compliance with the EA Program Terms.
12. **Support Services.** Basic Support Services are included in the price of the Purchased Suite and described in the applicable Enrollment Description and Licensing Documents. Higher levels of Support Services may be available for You to purchase and, if You elect to do so, will be described in documentation provided to You at the time of purchase.
13. **Importation Fee for Embedded Software.** For Purchased Suites that include Embedded Software, the value of Embedded Software

will be deducted from the purchase price of the related Cisco hardware. If You are required to pay an Importation Fee, Your jurisdiction may use the value of both the hardware and Embedded Software to calculate the Importation Fee. Accordingly, the Importation Fee on the value of the combined products may be higher than if calculated solely using the price of the hardware.

14. **Delivery of Embedded Software.** Embedded Software is delivered pre-installed on Cisco hardware to the address provided on the purchase order for the Cisco hardware. Your use of the smart licensing account Cisco designates for the Embedded Software will ensure accurate pricing of the Embedded Software.
15. **No Assignment & Transfer.** Neither the EA Program Terms, nor any right or obligation herein may be assigned or transferred by a party (including under Cisco's Software Transfer and Relicensing Policy) without the other party's prior written consent, which may not be unreasonably conditioned, withheld, or delayed. Any attempted assignment without the other party's consent shall be void and of no effect. Notwithstanding the foregoing, Cisco may assign the EA Program Terms and any right or obligation herein to a Cisco Affiliate without Your consent.
16. **Verification.** Upon reasonable request from Cisco, You will assist Cisco in verifying the quantity of Software and Cloud Services that You have Consumed. If the verification discloses Consumption above Your then-current Entitlement, the Approved Source will charge You for the excess Consumption in accordance with the EA Program Terms.
17. **Combined Discounts.** The pricing, discounts, and other incentives offered in connection with a Purchased Suite may not be combined with any other price reductions, discounts, promotional pricing, rebates, credits, trade-in, or other pricing programs or incentives offered by Cisco unless expressly agreed by Cisco in writing.
18. **Entire Agreement.** The EA Program Terms constitute the entire agreement between the parties concerning the Cisco Enterprise Agreement Program and supersede all prior oral or written communications between the parties concerning the program.
19. **Order of Precedence.** The documents comprising the EA Program Terms are complimentary, and to the extent possible, construed and interpreted consistently. In the event of an inconsistency, conflict, or ambiguity between the EA Program Terms, the order of precedence for any Purchased Suite is first the EUIF, then the Enrollment Description, and then these terms and conditions. The EA Program Terms take precedent over the applicable Licensing Documents.
20. **Definitions.**
 - a. **"Affiliate"** means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. **"Control"** means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).
 - b. **"Approved Source"** means Cisco or a Cisco authorized reseller, distributor, or systems integrator.
 - c. **"Cisco"** means Cisco Systems, Inc. or its applicable Affiliate delivering the EA Program Terms.
 - d. **"Cloud Service"** means the Cisco hosted software-as-a-service listed in the applicable Enrollment Description.
 - e. **"Consume"** or **"Consumption"** means to download, install, activate, provision, enable, or otherwise access Software or Cloud Services.
 - f. **"EA Program"** has the meaning given to it in the introductory paragraph.
 - g. **"EA Program Terms"** has the meaning given to it in the introductory paragraph.
 - h. **"EA Workspace"** means the portal from where You Consume Software and Cloud Services and view and manage Your Entitlement.
 - i. **"Embedded Software"** means Software that is delivered on newly purchased Cisco hardware.

- j. **“End User,” “You,” or “Your”** means the final purchasing entity as identified on the EUIF.
- k. **“Enterprise-wide Commitment”** means Your purchase commitment in the Purchased Suite for You and all Participating Affiliates, as reflected on the EUIF.
- l. **“Entitlement”** means, at any point in time during the Suite Term, the type and quantity of Software and Services as determined by the Meter counts for which You have already paid the applicable fees to the Approved Source.
- m. **“Enrollment”** means a combination of Suites belonging to the same Cisco product family. Cisco DNA, Cisco Data Center, Cisco Security Choice, Cisco Meraki, and Cisco Collaboration Flex Plan each represent an Enrollment.
- n. **“Enrollment Description”** means the supplemental program terms and description governing an Enrollment.
- o. **“EUIF”** means the End User Information Form for the Purchased Suite.
- p. **“EULA”** means Cisco End User License Agreement, available at cisco.com/go/eula.
- q. **“Growth Allowance”** means the right to exceed the Initial Entitlement without incurring additional fees as set forth in the applicable Enrollment Description.
- r. **“Importation Fee”** means an import duty or tax on the purchase of Cisco hardware.
- s. **“Initial Entitlement”** means Your Entitlement at the start of the Suite Term as determined by the Meter counts for You and all Participating Affiliates provided on the EUIF.
- t. **“Initial Growth Cap”** means 105% of the Initial Entitlement.
- u. **“Licensing Documents”** means the EULA and SEULAs for the Software and the EULA and ODs for the Cloud Services in the Purchased Suites (or similar terms existing between You and Cisco). The applicable Licensing Documents are listed in the Enrollment Description for each Purchased Suite.
- v. **“Meter”** means the unit of measurement for Software or Cloud Services Consumption.
- w. **“OD”** means the offer description and supplemental licensing terms governing Cloud Services.
- x. **“Participating Affiliates”** means Your Affiliates whose Meter counts are included on the EUIF.
- y. **“Purchased Suites”** has the meaning given to it in the introductory paragraph.
- z. **“Services”** means both Cloud Services and Support Services.
- aa. **“SEULA”** means the supplemental licensing terms governing Software.
- bb. **“Software”** means the Cisco software listed in the applicable Enrollment Description. cc. **“Suite”** means a combination of Software and Services in an Enrollment.
- cc. **“Suite Start Date”** means, with respect to each Purchased Suite, the earliest date any Software or Cloud Service in the Purchased Suite is made available for You to Consume.
- dd. **“Suite Term”** means, with respect to each Purchased Suite, the duration of the Purchased Suite.
- ee. **“Support Services”** means maintenance, technical assistance, or other support provided for the Software and Cloud Services in a Purchased Suite.
- ff. **“Term”** means the duration of the EA Program Terms.



gg. **“True Forward”** means an annual adjustment to account for exceeding the previous year’s Entitlement.

Cisco Collaboration Flex Plan Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites and additional terms and conditions that apply to the Cisco Collaboration Flex Plan Enrollment. You may purchase any or all of the Suites available under the Cisco Collaboration Flex Plan Enrollment, but the collection of Software and Cloud Services that comprise a Suite may not be modified.

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Meetings Enterprise Agreement	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Cisco Webex Meetings	Cloud Service		
	Cisco Webex app	Cloud Service		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Calling Enterprise Agreement	Cisco Webex app	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Cisco Webex Calling; or Cisco Webex Calling for SP; or Cisco Webex Calling (formerly Cisco Spark Call)	Cloud Service		
	UCM Cloud Calling	Cloud Service		
	Partner-Hosted Unified Communications Calling	Software		
	On-Premises Unified Communications Manager Calling	Software		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker; Student
	Cisco Webex Meetings	Cloud Service		
	Cisco Webex app	Cloud Service		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement	Cisco Webex Calling (formerly Cisco Spark Call)	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	On-Premises Unified Communications Manager Calling	Software		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration	Cisco FedRAMP Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker

Flex Plan Enterprise Agreement for Public Sector	Unified Communications Manager Cloud for Government	Cloud Service		
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Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Enterprise Agreement for FedRAMP	Cisco FedRAMP Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Unified Communications Manager Cloud for Government	Cloud Service		
	On-Premises Unified Communications Manager Calling	Software		
	Cisco Webex app	Cloud Service		

Supplemental Terms and Conditions

Applicable Meters

The Meter for the Cisco Collaboration Flex Plan Enrollment is the number of Deployed Knowledge Workers.

“**Deployed Knowledge Worker**” means a Knowledge Worker who has a profile configured within the Software or Cloud Service provisioning platform and associates that profile with the applicable desk phone, Jabber client, Webex app, mobile phone, video device, or personal computing device. You must assign each Knowledge Worker a cloud, on-premises, or hosted account to be treated as a single Deployed Knowledge Worker. A Knowledge Worker who is assigned more than one configuration (cloud, on-premises, or hosted) will be counted as multiple Deployed Knowledge Workers. Changing a Knowledge Worker’s configuration to a new deployment model may result in an increased price, with any applicable fees being assessed at the time the new account is configured. “**Knowledge Worker**” means an employee or contractor who utilizes devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

If You purchase the Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement Suite, Your Students may Consume the Purchased Suite free of charge. “**Student**” means an individual who is currently enrolled or registered at Your institution for academic study on a full- or part-time basis. Employees, contractors, alumni, former students, prospective students, and students on an extended leave or indefinite absence are not considered Students. You will be required to provide a Student count on the EUIF. Thirty days prior to the True Forward event, you or your Reseller must update your order to reflect the number of Students provisioned at that time, which will be used to determine if you have exceeded your Growth Allowance. Failure to update your subscription will result in the additional Students being counted as Deployed Knowledge Workers for purposes of the True Forward.

Access to Purchased Suites

The Cisco Collaboration Flex Plan Enrollment does not utilize the EA Workspace. Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates access to the Purchased Suites via automated integrated electronic delivery tools and email notification to the point of contact designated in the order.

Purchasing Additional Suites

During the Suite Term, You may add another Cisco Collaboration Flex Plan Suite without submitting a new EUIF.

Common Area Licenses

Common area licenses are calling licenses not associated with Knowledge Workers that are intended to be used in lobbies, conference rooms, and other public spaces. If Your Consumption of common area licenses exceeds 50% of Your then-current Deployed Knowledge Worker count, the Approved Source may charge You for such excess Consumption.

Term and Termination

At the end of the Suite Term, the Purchased Suite will automatically renew for one year (a “**Renewal Suite Term**”) unless: (a) You elect on the order not to auto-renew; or (b) at least 30 days before the end of the then-current Suite Term, You notify the Approved Source of Your intention not to renew the Purchased Suite. If the Growth Allowance has not been exceeded, the Purchased Suite will renew for the Knowledge Worker count on the EUIF. If the Growth Allowance has been exceeded, the Purchased Suite will renew for the Deployed Knowledge Worker count at the end of the then-current Suite Term.

Notwithstanding the foregoing, the Approved Source will notify You of any fee changes reasonably in advance of the Renewal Term. The new fees will apply for the upcoming Renewal Term unless You notify the Approved Source that You do not accept the fee changes before the next Suite Start Date.

Growth Allowance

The Growth Allowance for the Cisco Collaboration Flex Plan Enrollment is 20%. During the Suite Term, You may Consume up to 120% of the Initial Entitlement without incurring any additional charges. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the Initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges.

Support Services

The basic Support Services are set forth in the Cisco Collaboration Flex Plan OD.

21-20B

CISCO FLEX LICENSING AGREEMENT

Closing Date: Thursday, June 10, 2021

Submission Summary

Vendor	City/Province	Submission Name	Unofficial Value or Notes
Total Communications Inc	E Hartford, CT	Submission 1	Cost Bid Form: \$87,560.82
We Did It Consulting LLC	Sunrise, FL	Submission 1	Cost Bid Form: \$94,999.98
Presidio Network Solutions	Oakland Park, FL	Submission 1	Cost Bid Form: \$64,752.50
veytec	ORLANDO, FL	Submission 1	Cost Bid Form: \$74,249.01
Hypertec USA Inc. (Hypertec Direct)	Tempe, Arizona	Submission 1	Cost Bid Form: \$107,684.55
C & C International Computers and Consultants, Inc.	Hollywood, FL	Submission 1	Cost Bid Form: \$361,260.00

Witness (Print Name) Signature Date

Witness (Print Name) Signature Date

Witness (Print Name) Signature Date

21-20B - CISCO FLEX LICENSING AGREEMENT

Opening Date: May 24, 2021 9:30 AM

Closing Date: June 10, 2021 3:00 PM

Vendor Details

Company Name: Presidio Network Solutions
3250 W. Commercial Place
Address: Oakland Park, FL 33309
Contact: Amir Wexler
Email: awexler@presidio.com
Phone: 561-299-6734
HST#: 45-1263428

Submission Details

Created On: Tuesday June 01, 2021 06:52:46
Submitted On: Wednesday June 09, 2021 18:03:12
Submitted By: Amir Wexler
Email: awexler@presidio.com
Transaction #: ab331585-1cbe-417e-806a-28f85c5aefac
Submitter's IP Address: 206.128.133.4

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank.Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

Cost Bid Form

Line Item	Description	Contract Cost Per Year *	Number of Years	Total Cost for 3- Years	
1	Cisco Systems three (3) year Flex Licensing Agreement. Contract dates - July 1, 2021 through June 30, 2024.	\$21,584.1666	3	\$ 64,752.50	*
Subtotal:				\$ 64,752.50	

Bid Questions

Respondents must be authorized Cisco Systems partners and/or resellers. Is your firm an authorized Cisco Systems partner or reseller? Yes

Specifications

Scrutinized Companies

I certify that my company will not:

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the .Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The 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 the 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 florida Statute§ 287.135. Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed oin the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

I Hereby Acknowledge the Scrutinized Companies -- 287.135 and 215.473 Information Below and Will Abide by Everything Outlined in this Section *	
<input checked="" type="radio"/> Yes <input type="radio"/> No	*

By execution of this Agreement, Contractor certifies that the Contractor is not participating in a boycott of Israel. The 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 the Iran Petroleum Energy Sector List, or has the Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The 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, the 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 the 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.

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section *	
<input checked="" type="radio"/> Yes <input type="radio"/> No	*

BIDDER'S QUALIFICATION STATEMENT - 1

Line Item	The Correct Name of The Bidder Is:	The Address of the Principal Place of Business Is: *	Under what former name(s) has your business operated? Also List former address(es) of that business (if any). *	Have you ever been debarred or suspended from doing business with any governmental entity? If Yes, Explain *	Is your firm an authorized Cisco Systems partners and/or resellers *	Are you Licensed? If Yes, attach copy of License to Package *	Has your company ever declared bankruptcy? *	If Yes, explain: *	Are you a Sales Representative of the commodities /services bid upon? *	Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? *
1	Presidio Networked Solutions, LLC	3250 W. Commercial Place Suite 360, Oakland Park, FL 33309	Presidio Networked Solutions, INC.; Presidio Holdings, INC.	No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A.	None of the Above	<input checked="" type="radio"/> Yes <input type="radio"/> No

BIDDER'S QUALIFICATION STATEMENT - CONTINUED 2

Line Item	Date of Incorporation: *	State of Incorporation	President's Name *	Vice President's Name:	Secretary's Name:	Treasurer's name	Name and address of Resident Agent:	If Offeror is an individual or a partnership - c) State whether general or limited partnership:	If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.	How many years has your organization been in business under its present business name
1	3/23/2001	Florida	Bob Cagnazzi	N/A	N/A	N/A	N/A	N/A	N/A	30

BIDDER'S QUALIFICATION STATEMENT - CONTINUED 3

Line Item	Do you have a complete set of documents, including drawings and addenda? *	Have you ever failed to complete any work awarded to you? If so, state when, where and why: *	List the pertinent experience of the key individuals of your organization *	State the name of the individual who will have personal supervision of the work: *	State the name and address of attorney, if any, for the business of the Offeror: *	State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:	State the names, addresses and the type of business of all firms that are partially or wholly owned by Offeror:
1	<input checked="" type="radio"/> Yes <input type="radio"/> No	No	Presidio is one of the largest and most adept providers of advanced technology solutions and services. We are passionate about driving results for our clients, delivering the highest quality of products and services to help them unlock the unlimited potential of a completely connected world.	Jason Kline; Amir Wexler; Gabe Stix	Elliot Brecher c/o Presidio, 1 Penn Plaza, Suite 2501, New York, NY 10119	N/A	N/A

PROPOSER'S QUALIFICATION STATEMENT - CONTINUED 4

Line Item	Bank References: (Include the Name, Address, Phone Number, Contract Name and Email	Is this financial statement for the identical organization named on page one? *
1	PNC Bank 1600 Market Street, Philadelphia PA, 19103	<input checked="" type="radio"/> Yes <input type="radio"/> No

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Indicate which type of organization *	Company Name *	Address *	Telephone *	City *	State *	ZIP *	Contractor's License Number *	Federal Tax ID Number *	Email address for above signer *
OTHER	Presidio Networked Solutions, LLC	3250 W. Commercial Place Suite 360	5617018661	Oakland Park	Florida	33309	2021001115	581667655	kstrohman@presidio.com

VENDOR OWNERSHIP

Line Item	Does your firm employ more than 50 persons (including full-time and part-time employees) *	Is your firm a construction firm? *	If you are a construction firm, is the average annual gross revenue for your firm for the past three (3) years greater than \$9 million?	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the primary owner's veteran status (at least 51% ownership): *	If your firm has been certified as a Small Business (SBE), a Women Owned Business (WBE), a Minority Owned Business (MBE) or a Veteran Owned Business (VBE), please indicate the agency or agencies that have granted the certification to your firm. (If you choose "other" please indicate the name or names of the certifying agency(ies)): *
1	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable / Prefer Not to Say	Not Applicable / Prefer Not to Say	Non-Veteran	Not Applicable / Prefer Not to Say

Firm's Primary Ownership

Line Item	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the ethnicity of your firm's primary owner (at least 51% ownership): *	Please select the current certification your firm holds: (*NOTE Proof of Certification must be included in Document Upload Section)	Indicate the agency or agencies that have granted the certification to your firm: *	If Other Please Enter Information Here: (If NONE Enter the word "NONE")	
1	Not Applicable	Caucasian/White	None	Broward County	Local business preference (Broward County)	*

References

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *	
1	City of Port Saint Lucie	121 SW Port St Lucie Blvd Building A, Port St. Lucie, FL 34984	Bill Jones	772-871-5225	JonesB@cityofpsl.com	*
2	City of Coral Gables	405 Biltmore Way, Coral Gables, FL 33134	Nelson Gonzalez	305-460-5076	ngonzalez@coralgables.com	*
3	Florida Atlantic University	777 Glades Rd, Boca Raton, FL 33431	Mehran Basiratmand	561-297-0230	mehran@fau.edu	*

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [NON-COLLUSIVE AFFIDAVIT](#) - Tamarac Non Collusion signed.pdf - Wednesday June 09, 2021 17:54:30
- [Certified Resolution](#) - Corporate Officer's Certificate - Keith Strohman Signature Authority (3-16-20).pdf - Wednesday June 09, 2021 17:55:49
- [W9](#) - 2021 - PNS - W-9(1).pdf - Wednesday June 09, 2021 17:57:02
- [Certificate of Insurance \(COI\)](#) - City-of-Tamarac_BCEC-Port-Holdi_20-21-all-lines_5-17-2021_115451067.pdf - Wednesday June 09, 2021 17:54:03
- [Proof of Cisco Systems Partnership](#) - Cisco Gold Integrator.pdf - Wednesday June 09, 2021 17:58:23
- [Additional Document](#) - CoT - Flex 2001721021219-04.pdf - Wednesday June 09, 2021 17:58:34

SECTION V. STANDARD TERMS AND CONDITIONS

REQUEST FOR JOINT PROPOSAL

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that. . .

Responds to the Customer

Creates and Innovates

Works as a Team

Achieves Results, and

Makes a Difference

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

1. STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to all offers made to the City of Tamarac by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Bid. As such the words "bid", "proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposers. The City of Tamarac reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac. Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these Standard Terms and Conditions shall have precedence over these Standard Terms and Conditions. If no changes or deletions to the Standard Terms and Conditions are made in the Special Conditions, then the Standard Terms and Conditions shall prevail in their entirety.

2. INSURANCE

- 2.1 Offeror agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Offeror, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.
- 2.2 Offeror shall obtain at Offeror's expense all necessary insurance in such form and amount as required by this proposal or by the City's Risk Manager before beginning work under this Agreement.
- 2.3 Offeror shall maintain such insurance in full force and effect during the life of this Agreement. Offeror shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under this Agreement.
- 2.4 Offeror shall indemnify and save the City harmless from any damage resulting to it for failure of either Offeror or any Sub-Offeror to obtain or maintain such insurance.
- 2.5 The following are required types and minimum limits of insurance coverage, which the Offeror agrees to maintain during the term of this contract:

Insurance Requirements Line of Business Coverage	Limits	
	Occurrence	Aggregate
Commercial General Liability Including:		
<u>Premises / Operations</u>		
<u>Contractual Liability</u>		
<u>Personal & Advertising injury</u>		
<u>Bodily Injury</u>	\$1,000,000	\$2,000,000
<u>Independent Contractors</u>		
<u>Explosion, Collapse and Underground Hazard</u>		
<u>Products / Completed Operation</u>		
<u>Broad Form Property Damage</u>		
<u>Cross Liability and Severability of Interest Clause</u>		
Automobile Liability	\$1,000,000	\$1,000,000
Workers Compensation & Employer's Liability	Statutory	

The City reserves the right to require higher limits or additional coverages depending upon the Statement of Work under this Agreement.

- 2.6 Neither Offeror nor any Sub-Offeror shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Offeror will ensure that all Sub-Offerors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.

- 2.7 All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.
- 2.8 The Offeror's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Offeror's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.
- 2.9 The Offeror shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Offeror purchase a bond to cover the full amount of the deductible or self-insured retention.
- 2.10 If the Offeror is to provide professional services under this Agreement, the Offeror must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable only for Professional Liability.
- 2.11 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of City.

3. INDEMNIFICATION

- 3.1 GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged:
- a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or
 - b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or
 - c). liens, claims or actions made by the Contractor or any sub-contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor
- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

4. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation 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 any potential 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. Any potential 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.

5. TERM / SCHEDULE

- 5.1 **Contract Term:** The City may require a final term Agreement which shall be in place for a specified timeframe, and may additionally provide for one or more renewal options. Such information shall be provided in the Statement of Work herein. When the City utilizes a term Agreement, the successful contractor will be responsible to successfully perform in accordance with the requirements of the Statement of Work for the full term of the Agreement, as well as any agreed upon contract renewals and extensions. In the event that The City is unable to renew or replace an agreement prior to the end of the contract term, the Contractor shall continue to perform under the Agreement on a month-by-month basis at the same terms, conditions and pricing currently in place on the originally scheduled contract completion date, for a period not to exceed three (3) months, or until a new contract is put in place, whichever period is shorter.
- 5.2 **Project Schedule:** When submitting a proposal for a single project, which will be accepted upon final completion of work, Proposer shall provide City with an estimated number of days and hours anticipated to complete the project. The City reserves the right to consider the acceptability or unacceptability of the Proposer's schedule based upon the needs of the City for the individual project. The City shall be sole judge of the acceptability of a proposed project schedule.

6. DELIVERIES

Any item requiring delivery by the Offeror or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part thereof, without obligation if delivery is not made at the time specified in the proposal.

7. WARRANTIES

- 7.1 Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.
- 7.2 Successful Offeror warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 7.3 Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

7.4 All warranties made by Successful Offeror together with service warranties and guarantees shall run to City and the successors and assigns of City.

8. CONDITIONS OF MATERIAL

8.1 All materials and products supplied by the Offeror in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

8.2 Successful Offeror shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

9. COPYRIGHTS OR PATENT RIGHTS

The Offeror warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

10. SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

11. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

12. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

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

13. TAXES

13.1 Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

13.2 The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

14. PERMITS, FEES AND NOTICES

Successful Offeror shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

15. PERFORMANCE

Failure on the part of the Offeror to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposal, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.

16. TERMINATION OF AGREEMENT

16.1 TERMINATION FOR CAUSE AND DEFAULT

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

16.2 TERMINATION FOR CONVENIENCE OF CITY

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

16.3 FUNDING OUT

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.

17. RECORDS / AUDITS

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

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

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

17.1.3 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 contract if the contractor does not transfer the records to the City.

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

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

18. ASSIGNMENT

Successful Offeror shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval. Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract. All rights, title, interest and obligations of Successful Offeror shall thereupon cease and terminate.

19. EMPLOYEES

19.1 Employees of the successful Contractor shall at all times be under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

19.2 **Unauthorized Immigrants:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFP. This applies to any sub-contractors used by the Contractor as well.

20. GOVERNING LAW:

The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida.

21. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473

Proposer must certify that the company is not participating in a boycott of Israel. Proposer must also certify that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or 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. Proposer must acknowledge the question regarding the certification herein, that is attached to this proposal document.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the successful Contractor (Contractor) of the City's determination concerning the false certification. The 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, the 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 the 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.

22. E-VERIFY COMPLIANCE

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
2. b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontractor must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract

23. PUBLIC RECORDS CUSTODIAN

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

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

☒ We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - Keith Strohmman, Sr. Director, Presidio Networked Solutions, LLC
The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ **Yes** ☐ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document
Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

TO: City of Tamarac
James Twigger
10101 State Street
Tamarac, FL 33321

james.twigger@tamarac.org
(p) (954) 597-3904

FROM: Presidio Networked Solutions
Gabe Stix
3250 W. Commercial Blvd
Suite 360
Oakland Park, FL 33309

gstix@PRESIDIO.com
(p) 301.313.2087

Customer#: CITYT011
Account Manager: Amir Wexler
Inside Sales Rep: Gabe Stix
Title: CoT - Flex
Comments: Due to credits provided that span different periods of time, the invoicing schedule is as follows.
Invoice Year 1: \$15,636.50
Invoice Year 2: \$24,558.00
Invoice Year 3: \$24,558.00

#	Part #	Description	Unit Price	Qty	Ext Price
A-FLEX-CC		Initial Term: 36 months	Billing Model: Annual		
		Auto-Renewal Term: Do Not Renew	Requested Start Date: 07/01/2021		
Recurring Charges					
1	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	1 Each for 36 months	\$0.00
2	A-FLEX-PJXPC	Flex CC On-Premises UCCX Premium Concurrent Agent	\$40.20	5 Users for 36 months	\$7,236.00
		Credit Name: Time Bound SWSS Residual Contact Center Credit Type: Timebound Credit Applicable at Renewal: No	(\$129.00)	1 for 12 months	(\$1,548.00)
		Credit Name: Cisco Contact Center Level 2 to Premium Credit Type: Recurring Credit Applicable at Renewal: Yes	(\$60.00)	1 for 36 months	(\$2,160.00)
3	A-FLEX-PJXSC	Flex CC On-Premises UCCX Standard Concurrent Agent	\$30.15	20 Users for 36 months	\$21,708.00
		Credit Name: Cisco Contact Center Level 2 to Standard Credit Type: Recurring Credit Applicable at Renewal: Yes	(\$160.00)	1 for 36 months	(\$5,760.00)
		Credit Name: Time Bound SWSS Residual Contact Center Credit Type: Timebound Credit Applicable at Renewal: No	(\$407.00)	1 for 12 months	(\$4,884.00)
Recurring Annual Charges: *See below for breakdown					
Total Recurring Charges:					\$14,592.00
Total:					\$14,592.00
A-FLEX-3		Initial Term: 36 months	Billing Model: Annual		
		Auto-Renewal Term: Do Not Renew	Requested Start Date: 07/01/2021		
Recurring Charges					
4	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	1 Each for 36 months	\$0.00
5	A-FLEX-EAPL	EntW On-Premises Calling	\$4.50	325 Each for 36 months	\$52,650.00
		Credit Name: Time Bound SWSS Residual Calling - Flex 3 Credit Type: Timebound Credit Applicable at Renewal: No	(\$1,244.75)	1 for 2 months	(\$2,489.50)
Recurring Annual Charges: *See below for breakdown					
Total Recurring Charges:					\$50,160.50
Total:					\$50,160.50

Sub Total:		\$64,752.50
Grand Total:		\$64,752.50
*Recurring Charges Breakdown		
A-FLEX-3		
Recurring Annual Charges (Year : 1):		\$15,060.50
Recurring Annual Charges (Year : 2-3):		\$17,550.00
A-FLEX-CC		
Recurring Annual Charges (Year : 1):		\$576.00
Recurring Annual Charges (Year : 2-3):		\$7,008.00

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing

- CLIENT is billed upon shipment from the manufacturer and shall accept and pay for partial shipment of products.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin (FOB destination (CONUS) applicable to Federal Government CLIENTS only) unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT FOB origin.
- Presidio accepts no responsibility / liability in connection with the shipment.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees of 1% of the list price of such goods.

Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)

Confidential Information.

• CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.

• CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date



Gold Integrator

Awarded to: **PRESIDIO NETWORKED
SOLUTIONS**

Country: **USA**

Valid Until: **February 21, 2022**

Validate this certificate by searching company name and location at cisco.com/go/partnerlocator.

NON-COLLUSIVE AFFIDAVIT


State of MARYLAND)
County of HOWARD) ss.

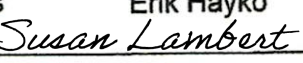
Keith Strohman being first duly sworn, deposes
and says that:

He/she is the Senior Director, (Owner, Partner, Officer,
Representative or Agent) of Presidio Networked Solutions LLC, the
Offeror that has submitted the attached Proposal;


1. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
2. Such Proposal is genuine and is not a collusive or sham Proposal;
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:



Witness Erik Hayko


Witness Susan Lambert

By 

Keith Strohman

Printed Name
Senior Director

Title

NON-COLLUSIVE AFFIDAVIT ACKNOWLEDGMENT

State of Maryland
County of Howard

On this the 13 day of May, 2021, before me, the undersigned Notary Public of the State of Florida, personally appeared

Keith Strohman, Senior Director, Presidio Networked Solutions LLC and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

Susan Lambert
NOTARY PUBLIC, STATE OF FLORIDA

Susan Lambert

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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

PRESIDIOTM

Officer's Certificate

Name of Company:

Presidio Networked Solutions LLC

Name of Individual Signing:

Keith Strohman

Company Address:

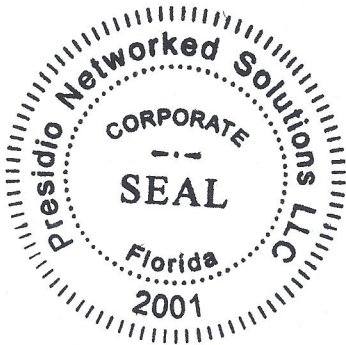
One Penn Plaza
Suite 2836
New York, NY 10119

Title: Senior Director

Signature: _____

(Required)

I certify that I am an Officer of the Company, that I have access to the original records of The Company, and that the individual identified above is authorized and empowered to make, enter into, sign, seal and deliver on behalf of this Company any and all documents and to bind the Company to perform in accordance with the terms thereof.



Presidio Networked Solutions LLC

By: _____

Authorized Signature

Jay Staples, Asst. General Counsel and Asst. Secy.

Name (Type or Print)

Title

Jay Staples
Asst. General Counsel

Date

3/16/20

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Presidio Holdings Inc	
	2 Business name/disregarded entity name, if different from above Presidio Networked Solutions LLC (EIN#58-1667655)	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 12100 Sunset Hills Road, Suite 300	Requester's name and address (optional)
	6 City, state, and ZIP code Reston, VA 20190	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
4	5	-	1	2	6	3	4	2	8	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
		1/1/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 2500 Renaissance Blvd Suite100 King Of Prussia PA 19406-2639		CONTACT NAME: Cheryl Fala PHONE (A/C, No, Ext): 610-279-8550 E-MAIL ADDRESS: cfala@mcgriff.com FAX (A/C, No): 610-279-8543	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Federal Insurance Company	
		INSURER B: Great Northern Insurance Company	
		INSURER C: Chubb Custom Insurance Company	
		INSURER D: American Zurich Insurance Company	
		INSURER E: Allied World Specialty Insurance Company	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 115451067

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		35852422	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000			73543321	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			79857023	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC980925907	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C E	Prof, E&O, Cyber Excess Prof, E&O, Cyber			D95452796 03125449	10/1/2020 10/1/2020	10/1/2021 10/1/2021	Per claim/Agg \$10,000,000 Per claim/Agg \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds:
 BCEC-Port Holdings (Delaware) LP
 Port Holdo Inc.
 Port Midco, LLC
 Presidio, Inc.
 Presidio Holdings Inc.
 Presidio IS LLC
 Presidio LLC
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Tamarac
 7525 NW 88th Ave.
 Tamarac FL 33321

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY McGriff Insurance Services		NAMED INSURED BCEC-Port Holdings (Delaware) LP Presidio Inc. 12100 Sunset Hills Road - Suite 300 Reston VA 20190
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Presidio Capital Funding LLC
Presidio Networked Solutions LLC
Presidio Technology Capital, LLC
Presidio Government Solutions LLC
Presidio Networked Solutions Group, LLC
3rd Ave. Creative Marketing & Branding LLC

Certificate holder is listed as additional insured with regard to General Liability if required by written contract or agreement and subject to policy terms and conditions; waiver of subrogation applies to the workers compensation if required by written contract and subject to policy terms and conditions; 60 days notice of cancellation applies.



Title - TR13615 - Palo Alto Network Firewalls Purchase

A Resolution of the City Commission of the City of Tamarac, Florida, ratifying past purchases from PC Solutions & Integrations, Inc. and approving the purchase of Palo Alto Networks Firewalls from PC Solutions & Integrations, Inc. At a total cost of \$19,208.55; authorizing expenditures from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR13615 Memo - Palo Alto Networks Firewalls Purchase	6/2/2021	Cover Memo
TR13615 Resolution - Palo Alto Networks Firewalls Purchase	6/2/2021	Resolution
TR13615 Exhibit 1 - Palo Alto Networks Cortex XDR Renewal	6/2/2021	Exhibit
TR13615 Exhibit 2 - Palo Alto Networks DNS Security and URL Filtering	6/2/2021	Exhibit
TR13615 Exhibit 3 - Palo Alto Networks Firewalls Purchase Bid Results	6/2/2021	Exhibit

City of Tamarac
Interoffice Memorandum
Department

To: Michael C. Cernech, City Manager
Thru: Kathleen Gunn, Assistant City Manager
From: Levent Sucuoglu, Director of Information Technology
Date: May 28, 2021
Re: TR 13615: Palo Alto Networks Firewalls Purchase

Recommendation:

I recommend that TR 13615 be placed on the June 23, 2021, City Commission Meeting Agenda, to ratify prior expenditures to PC Solutions & Integrations, Inc., and to approve the purchase of three (3) Palo Alto Networks Firewalls, from PC Solutions & Integrations, Inc. at a total cost of \$19,208.55.

Issue:

Due to the scale and complexity of the Core Network Firewall Replacement Project, we have undertaken implementation as a multi-phased approach, which allows the City to phase in the purchases of the requisite hardware and software components at appropriate times in order to be most cost effective.

Phase 4 includes the purchase and installation of three (3) Palo Alto Networks firewalls to protect remote data centers including the City Hall IT Data Center, Fire Station 15 IT Data Center, Water Treatment Plant IT Data Center / Water Treatment Plant SCADA network. As this purchase, at a total cost of \$19,208.55, combined with prior expenditures to PC Solutions & Integrations, Inc., amount to over \$65,000, City Commission approval is required.

Background:

In the City of Tamarac, technology is one of the key components in the efficient delivery of City services, and the City's network and server infrastructure is critical to ensuring continued operations.

Security of our network, systems and data is not taken lightly, and lately, there has been a disturbing trend of Cities across the country being hacked or comprised. There have been a large number of recent/significant security breaches relating to the federal government and other agencies, as well as to private businesses, such that our City needs to continue to be very proactive with regards to upgrading/implementing current security technology/software/mechanisms to protect ourselves. As an example, with regards to the recent SolarWinds hack that affected the federal government and many other agencies, while we do not use the specific software which was hacked/breached, we are, however, using a

Palo Alto Networks firewall and Cortex XDR software, which was specifically the product that initially detected the hack, and prevented it (for those that used Palo Alto firewalls/software). See article below.

<https://www.crn.com/news/security/solarwinds-should-have-been-more-vigilant-palo-alto-networks-ceo>

With the recent, emergent increase/prevalence in security breaches, it was, always is and will be, important that we, expeditiously, continue to improve our security posture, in attempt to stay ahead of security threats, which we recently did in March with not only the replacement of the City's web filter, but also that of which included additional security protection mechanisms such as DNS Security (<https://www.paloaltonetworks.com/products/threat-detection-and-prevention/dns-security>), which we did not have prior.

At the City of Tamarac, we employ a multi-layered approach to security, utilizing multiple technologies and mechanisms to provide comprehensive protection, including firewalls, virus and malware protection, access control systems, backups, etc....

The City of Tamarac believes the security and integrity of our systems and data is of the utmost importance. Due to the scale and complexity of the project, we have undertaken implementation as a multi-phased approach, which allows the City to phase in the purchases of the requisite hardware and software components at appropriate times in order to be most cost effective.

Phase 1 included the following:

- Purchase and deployment of the new Palo Alto Networks next-generation firewall, which prevents threats and secures the technology infrastructure through advanced visibility and control of applications, users, and content at high throughput speeds
- Replacement, and consolidation, of the City's perimeter (edge) firewall, into the new Palo Alto Networks firewall.
- Replacement, and consolidation, of the firewall connecting the City to Broward County ORCAT (for Fire Rescue applications), into the new Palo Alto Networks firewall.
- Network segmentation into multiple protected/separate security zones (i.e. servers, user workstations, public web servers, Microsoft Azure, Amazon Web Services, Broward County ORCAT, PCI Compliance, Internet of Things (IoT), public network, etc.
- Configuration and deployment of a new GlobalProtect remote access solution.
- On December 11, 2019, the City of Tamarac City Commission approved Resolution R-2019-142, on file with the City Clerk's Office, for the purchase and installation of a Palo Alto Networks next-generation firewall and endpoint threat protection hardware and software from PC Solutions & Integrations, Inc., at a total cost of \$181,900.

Phase 2 included the following:

- Configuration and deployment of Palo Alto Networks Cortex XDR endpoint threat protection software, which stops threats on endpoints (i.e. user workstations), including malware and ransomware, and coordinates enforcement with network and cloud security to prevent cyberattacks.

- As the Palo Alto Networks Cortex XDR endpoint protection software was new to the City, only a one (1) year software maintenance subscription was initially purchased so that City IT staff could first install, monitor and ensure successful use and integration into our layered security posture. The initial Cortex XDR software maintenance subscription would have expired on December 18, 2020. With its successful use, and in order to realize cost savings, the City requested quotes to renew the Palo Alto Networks Cortex XDR software maintenance for a period of twenty eight (28) months so to co-term with the City's existing Palo Alto Networks contracts which expire on March 19, 2023.
- In December 2020, PC Solutions & Integrations, Inc., a Palo Alto Networks partner/reseller, was awarded the Palo Alto Networks Cortex XDR endpoint protection software maintenance renewal at a total cost of \$42,878.00. Pricing was based on State of Florida Contract # 43220000-WSCA-16-ACS, as shown in Exhibit 1.

Phase 3 included the following:

- Purchase and configuration of DNS Security functionality to disrupt attacks that use DNS for command-and-control and data theft, using machine learning / predictive analysis and domain protection via real-time analysis.
- Purchase and configuration of URL Filtering functionality to replace the City's existing web filtering solution, consolidating this function to the new Palo Alto Networks firewall.
- This purchase also included discontinuation of prior software, Malwarebytes and the iBoss Web Filter.
- In March 2021, PC Solutions & Integrations, Inc., a Palo Alto Networks partner/reseller, was awarded Bid IQ-2021-0126 for the purchase of Palo Alto Networks URL Filtering and DNS Security subscriptions at a total cost of \$48,048.00. Pricing was based on State of Florida Contract # 43220000-WSCA-16-ACS, as shown in Exhibit 2.

Phase 4 will include the following, at a total cost of \$19,208.55:

- Purchase and installation of three (3) Palo Alto Networks firewalls to protect remote data centers including the City Hall IT Data Center, Fire Station 15 IT Data Center, Water Treatment Plant IT Data Center / Water Treatment Plant SCADA network.

The City budgeted the following for the Core Network Firewall Replacement project:

FY2019	CMP	IT19A	\$315,000	Core Network Firewall Replacement
FY2020	CMP	IT20A	\$62,000	Edge Firewall Replacement
FY2021	46-02		\$17,000	Cortex XDR Software Renewal
FY2021	46-02		\$14,000	Malwarebytes Software Renewal
FY2021	46-02		\$6,000	iBoss Web Filter Software Renewal
Total Budget:			\$414,000	

At present, a total of \$294,283 has been spent on the project, with remaining funds designated for later phases.

Core Network Firewall and Cortex XDR software	\$181,900
SFP+ Modules and Cabling	\$21,507
Cortex XDR Software Renewal	\$42,828
DNS Security and URL Filtering Subscriptions	\$48,048

Phase 1, Phase 2 and Phase 3 Total Costs:	\$294,283
---	-----------

Total Available / Remaining Budget: \$119,717

As previously stated, Phase 4 will include the purchase and installation of three (3) Palo Alto Networks firewalls to protect remote data centers including the City Hall IT Data Center, Fire Station 15 IT Data Center, Water Treatment Plant IT Data Center / Water Treatment Plant SCADA network, at a total cost of \$19,208.55.

On May 19, 2021, the City issued IQ-2021-0136 - Palo Alto Networks PA-820 Firewalls, requesting quotes from authorized Palo Alto Networks partners and/or resellers, for three (3) Palo Alto Networks PA-820 firewalls with Threat Prevention Subscription, Wildfire Subscription and US Government 4-Hour Premium Support, co-terming all subscriptions and support with the City's existing Palo Alto Networks subscriptions which end in March 2023.

The City received four (4) responses / quotes, as shown below:

PC Solutions & Integrations, Inc.	\$19,208.55
Howard Industries, Inc.	\$21,762.00
DVTECK, Inc.	\$22,428.39
vCloud Tech, Inc.	\$24,188.91

The quote from PC Solutions & Integrations, Inc. was the least expensive quote, and is also based on State of Florida NASPO Contract # 43220000-WSCA-16-ACS.

During FY2021, the City has already issued Purchase Orders to PC Solutions & Integrations, Inc. for the following:

Date	Amount	PO	Purpose
12/21/2020	\$42,878	240504	Phase 2: Palo Alto Networks Cortex XDR Software Renewal
3/24/2021	\$48,048	240680	Phase 3: Palo Alto Networks DNS Security and URL Filtering Subscriptions

The aforementioned expenditures to PC Solutions & Integrations, Inc. bring their annual aggregate spend for FY2021 to \$90,926. While the individual transactions were unrelated to each other; when the total spend for an individual vendor exceeds our administrative approval limit of \$65,000 during any fiscal year, it is the City's policy that we present the aggregate total spend to that vendor to the City Commission for their ratification so that there is complete

transparency related to the City's spend. The recommended Palo Alto Networks Firewalls Purchase, with a cost of \$19,208.55, would bring the total FY2021 aggregate spend with PC Solutions & Integrations, Inc. to \$110,134.55.

I recommend that the City Commission ratify prior expenditures to PC Solutions & Integrations, Inc., and approve the purchase of three (3) Palo Alto Networks Firewalls, including support and subscriptions, from PC Solutions & Integrations, Inc. at a total cost of \$19,208.55.

As reference, the following are attached:

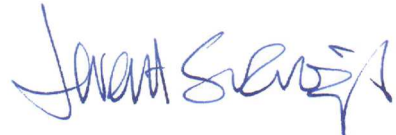
- Exhibit 1 - Palo Alto Networks Cortex XDR Renewal
- Exhibit 2 - Palo Alto Networks DNS Security and URL Filtering
- Exhibit 3 - IQ-2021-0136 - Palo Alto Networks PA-820 Firewalls Bid Results
- PC Solutions & Integrations, Inc. Scrutinized Companies and eVerify Certification
- PC Solutions & Integrations, Inc. Non-Collusive Affidavit

Fiscal Impact:

The total cost for the Palo Alto Networks Firewalls purchase is \$19,208.55.

Funding for this item included in the FY2019 and FY2020 Capital Maintenance Program Budget, as well as in Information Technology Budget, service contract account # 001-8100-513.46-02.

This item supports Strategic Goal #5 - Tamarac is Smart & Connected – utilizing technology to automate the delivery of services and information and better leveraging tax dollars.



Levent Sucuoglu

Approved: _____

Disapproved: _____

CC: Keith Glatz, Purchasing & Contracts Manager

Attachments

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, RATIFYING PAST PURCHASES FROM PC SOLUTIONS & INTEGRATIONS, INC. AND APPROVING THE PURCHASE OF PALO ALTO NETWORKS FIREWALLS FROM PC SOLUTIONS & INTEGRATIONS, INC. AT A TOTAL COST OF \$19,208.55; AUTHORIZING EXPENDITURES FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, technology is one of the key components in the efficient delivery of City services, and the City's network and server infrastructure is critical to ensuring continued operations; and

WHEREAS, the City of Tamarac believes the security and integrity of our systems and data is of the utmost importance, and as such, additional security measures are necessary including the installation of network firewalls and security-related software to protect critical network and server infrastructure; and

WHEREAS, on May 19, 2021, the City issued IQ-2021-0136 - Palo Alto Networks PA-820 Firewalls, requesting quotes from authorized Palo Alto Networks partners and/or resellers, for three (3) Palo Alto Networks PA-820 firewalls with Threat Prevention Subscription, Wildfire Subscription and US Government 4-Hour Premium Support, co-

termining all subscriptions and support with the City's existing Palo Alto Networks subscriptions which end in March 2023; and

WHEREAS, four (4) responses / quotes were received, with quotes as shown below:

PC Solutions & Integrations, Inc.	\$19,208.55
Howard Industries, Inc.	\$21,762.00
DVTECK, Inc.	\$22,428.39
vCloud Tech, Inc.	\$24,188.91

; and

WHEREAS, the quote from PC Solutions & Integrations, Inc. was deemed as the least expensive for the purchase of the required Palo Alto Networks firewalls, support and subscriptions; and

WHEREAS, funding is available in the Capital Maintenance Program Budget and Information Technology operating account for said purposes; and

WHEREAS, the aggregate annual expenditure for FY2021 thus far through PC Solutions & Integrations, Inc. has been \$90,926, and with the purchase of the Palo Alto Networks firewalls, at a cost of \$19,208.55, will total \$110,134.55, thereby requiring City Commission approval for expenditures in excess of the State of Florida threshold for Category Three as defined in the F.S. §287.017(3), currently set at \$65,000 per City of Tamarac Code §6-145; and

WHEREAS, it is the recommendation of the Director of Information Technology and the Purchasing and Contracts Manager that the City Commission of the City of Tamarac ratify past expenditures with PC Solutions & Integrations, Inc., as well as approve the purchase of the three (3) Palo Alto Networks PA-820 firewalls with Threat Prevention Subscription, Wildfire Subscription and US Government 4-Hour Premium Support, co-terming all subscriptions and support with the City's existing Palo Alto Networks subscriptions which end in March 2023, at a total cost of \$19,208.55, from PC Solutions & Integrations, Inc.; 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 ratify past expenditures with PC Solutions & Integrations, Inc., as well as to approve the purchase of three (3) Palo Alto Networks PA-820 firewalls with Threat Prevention Subscription, Wildfire Subscription and US Government 4-Hour Premium Support, co-terming all subscriptions and support with the City's existing Palo Alto Networks subscriptions which end in March 2023, at a total cost of \$19,208.55, from PC Solutions & Integrations, Inc..

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

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

SECTION 2: The City Commission hereby ratifies past expenditures with PC Solutions & Integrations, Inc., as well as approves the purchase of three (3) Palo Alto Networks PA-820 firewalls with Threat Prevention Subscription, Wildfire Subscription and US Government 4-Hour Premium Support, co-terming all subscriptions and support with the City's existing Palo Alto Networks subscriptions which end in March 2023, at a total cost of \$19,208.55, from PC Solutions & Integrations, Inc.; and authorizes the appropriate City Officials to execute a Purchase Order for the purchase of the three (3) Palo Alto Networks PA-820 firewalls with Threat Prevention Subscription, Wildfire Subscription and US Government 4-Hour Premium Support, co-terming all subscriptions and support with the City's existing Palo Alto Networks subscriptions which end in March 2023, at a total cost of \$19,208.55, from PC Solutions & Integrations, Inc.

SECTION 3: Funding is available for the purchase of the three (3) Palo Alto Networks PA-820 firewalls with Threat Prevention Subscription, Wildfire Subscription and US Government 4-Hour Premium Support, co-terming all subscriptions and support with

the City's existing Palo Alto Networks subscriptions which end in March 2023, from the appropriate accounts for a total cost not to exceed \$19,208.55.

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

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

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

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2021.

MICHELLE J. GOMEZ, MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN, JR.
CITY ATTORNEY

RECEIVED
CITY OF TAMARAC
CITY MANAGER

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
INFORMATION TECHNOLOGY DEPARTMENT

DEC 16 PM 5:21

TO: Michael Cernech, City Manager

DATE: December 16, 2020

**THRU: Kathleen Gunn, Assistant City
Manager**

**FROM: Levent Sucuoglu, Director of
Information Technology**

**RE: Palo Alto Networks Cortex XDR
Software Maintenance Renewal**

Recommendation:

I recommend approval of the software maintenance renewal for the City's endpoint protection software – Palo Alto Networks Cortex XDR – , through PC Solutions & Integrations, Inc., for twenty eight (28) months so to co-term with the City's existing Palo Alto Networks contracts which expire on March 19, 2023, at a total cost of \$42,878.00.

Issue:

The City's existing software maintenance contract for its endpoint protection software – Palo Alto Networks Cortex XDR – expires on December 18, 2020, requiring renewal.

Background:

In the City of Tamarac, technology is one of the key components in the efficient delivery of City services, and the City's network and server infrastructure is critical to ensuring continued operations.

Security of our systems and data is not taken lightly, and lately, there has been a disturbing trend of Cities across the country being hacked or comprised. At the City of Tamarac, we employ a multi-layered approach to security, utilizing multiple technologies and mechanisms to provide comprehensive protection, including firewalls, virus and malware protection, access control systems, backups, etc....

The City of Tamarac believes the security and integrity of our systems and data is of the utmost importance. On December 11, 2019, the City of Tamarac City Commission approved Resolution R-2019-142, for the purchase and installation of a Palo Alto Networks next-generation firewall and endpoint threat protection hardware and software, which included Cortex XDR endpoint protection software.

The next-generation firewall prevents threats and secures the technology infrastructure through advanced visibility and control of applications, users, and content at high throughput speeds. Palo Alto Networks Cortex XDR endpoint protection software stops threats on endpoints (i.e. user workstations), including malware and ransomware, and coordinates enforcement with network and cloud security to prevent successful cyberattacks.

As the software was new to the City, only a one (1) year software maintenance subscription was initially purchased so that City IT staff could first install, monitor and ensure successful use and integration into our layered security posture. The existing Cortex XDR software maintenance expires on December 18, 2020.

With its now successful use, and in order to realize cost savings, the City requested quotes to renew the Palo Alto Networks Cortex XDR software maintenance for a period of twenty eight (28) months so to co-term with the City's existing Palo Alto Networks contracts which expire on March 19, 2023.

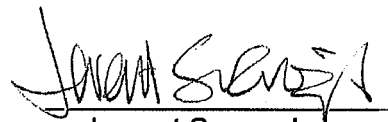
The total cost for the renewal through PC Solutions & Integration, Inc., a Palo Alto Networks partner/reseller, is \$42,878.00. Pricing is based on State of Florida Contract # 43220000-WSCA-16-ACS .

Fiscal Impact:

The total cost for the Palo Alto Networks Cortex XDR software maintenance renewal is \$42,878.00.

Funding for this item included in the FY2021 Information Technology Budget, service contract account # 001-8100-513.46-02.

This item supports Strategic Goal #5 - Tamarac is Smart & Connected – utilizing technology to automate the delivery of services and information and better leveraging tax dollars.


Levent Sucuoglu

Approved: 

Disapproved: _____

CC: Keith Glatz, Purchasing & Contracts Manager

Attachments





PC Solutions & Integration, Inc

4937 SW 75 Ave, Miami, FL 33155
Ph:305-667-0633 Fax:305-667-0618

Sales Quote

Q64677

12/7/20

Sales Rep
CRIENHARDT

Quote Prepared For

James Twigger

Customer

City of Tamarac

Ship To

City of Tamarac
James Twigger

Line#	Part Number	Description	Qty	Unit Price	Extended Price
1		PALO ALTO CORTEX XDR			
2					
3		PALO ALTO - NASPO STATE CONTRACT # 43220000-WSCA-16-ACS – CARAHSOFT - 08/01/2017 THROUGH 09/30/2026			
4					
5	PAN-XDR-PRVT-USG	CORTEX XDR PREVENT, INCLUDES 30 DAYS OF ALERTS RETENTION, INCLUDES US GOVERNMENT PREMIUM SUPPORT, 0220980000006043, 12/18/20 TO 3/19/23.	550	\$77.96	\$42878.00
6					
7		QUOTE PREPARED BY: CHRIS RIENHARDT PC SOLUTIONS SR. ACCOUNT MANAGER 786-408-2635 CRIENHARDT@PCSUSA.NET			
8					
9					
10					

SubTotal

\$42,878.00

Tax

\$0.00

Ground Shipping

\$0.00

Total

\$42,878.00

Terms & Conditions

It is understood that PC Solutions & Integration, Inc. will retain title to all items stated above until the total purchase price of this order is paid. Failure by customer to pay for this order in full under the terms shown on this document shall give PC Solutions & Integration, Inc. the right to repossess the items stated above, with or without notice, and without liability to customer. If payment is not recieved when due, customer agrees to pay interest at the rate of 1.5% per month. If collection becomes necessary on this purchase, then customer agrees to pay all costs of collections, including but not limited to, reasonable attorney's fees and court costs. Customer further agrees that any and all legal matters related to this order are governed by the laws of the State of Florida, County of Miami-Dade. No warranty is made by PC Solutions & Integration, Inc. for any of the items stated above, and there is no warranty of merchantability or fitness for any particular purpose. PC Solutions & Integration, Inc. is not liable/nor responsible under any circumstances for data.

Quote price may change without notice.

ANY PRICING INFORMATION INCLUDED HEREIN IS FOR QUOTATION PURPOSES ONLY AND ALL PRODUCTS ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER.

REBATES AND SPECIAL PRICING ARE NOT VALID ON BACK ORDERS IF PROMOTION EXPIRES BEFORE PRODUCT IS AVAILABLE.

QUOTE CONFIRMATION



DEAR JIM TWIGGER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



ACCOUNT MANAGER NOTES: co-term 12/18/20 TO 3/19/23

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LTWC230	12/9/2020	PALO ALTO RENEWAL	3522709	\$52,250.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
PALO ALTO CORTEX XDR PREVENT+1TB Mfg. Part#: PAN-XDR-PRVT-USG Electronic distribution - NO MEDIA Contract: Standard Pricing	550	6349243	\$95.00	\$52,250.00

PURCHASER BILLING INFO		SUBTOTAL	\$52,250.00
Billing Address: CITY OF TAMARAC **** SEE A/R NOTES**** 7525 NW 88TH AVE RM 100 **** SEE A/R NOTES**** TAMARAC, FL 33321-2401 Phone: (954) 724-2450 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$52,250.00
DELIVER TO		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: CITY OF TAMARAC INFORMATION TECHNOLOGY 10101 STATE ST TAMARAC, FL 33321-6428 Shipping Method: ELECTRONIC DISTRIBUTION			

Need Assistance? CDW•G SALES CONTACT INFORMATION



Matthew Leone

(866) 465-9848

matleon@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$52,250.00	\$1,400.82/Month	\$52,250.00	\$1,618.18/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Pricing Proposal
Quotation #: 19847372
Created On: 12/21/2020
Valid Until: 1/8/2021

City of Tamarac

James Twigger

10101 State Street
Tamarac, FL 33321
UNITED STATES
Phone: (954) 597-3904
Fax: (954) 597-3910
Email: james.twigger@tamarac.org

Sr. Inside Account Executive

Bryan Hunt

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7651
Fax: 732-564-8224
Email: Bryan_Hunt@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Cortex XDR Prevent - License - 1 endpoint - includes 30 days of alerts retention Palo Alto Networks - Part#: PAN-XDR-PRVT Coverage Term: 12/19/2020 – 12/19/2023	550	\$83.33	\$45,831.50
Total			\$45,831.50

Additional Comments

Palo Alto has a no returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

City of Tamarac
Interoffice Memorandum
Department

RECEIVED
CITY OF TAMARAC
CITY MANAGER

2021 MAR 15 PM 4:48

To: Michael C. Cernech, City Manager
Thru: Kathleen Gunn, Assistant City Manager
From: Levent Sucuoglu, Director of Information Technology
Date: March 15, 2021
Re: Core Network Firewall Replacement (Phase 3)
Palo Alto Networks DNS Security and URL Filtering

Recommendation:

I recommend that Bid IQ-2021-0126 be awarded to PC Solutions & Integrations, Inc., for the purchase of Palo Alto Networks Firewall URL Filtering and DNS Security Subscriptions, for twenty-six (26) months, to be co-termed with the City's existing Palo Alto Networks contracts which expire on March 18, 2023, at a total cost of \$48,048.

Issue:

Phase 1 of the Core Network Firewall Replacement Project was completed in October 2020, and included the replacement of the City's perimeter firewall, replacement of the firewall connecting the City to Broward County, and segmentation of the network into multiple security zones.

Phase 2 included the configuration and deployment of Cortex XDR software for endpoint threat prevention, configuration of a new remote access solution, and more.

Phase 3 will include the purchase of Palo Alto Networks DNS Security and URL Filtering subscriptions, for replacement of the City's web filter, and further threat prevention security enhancements, at a total cost of \$48,048, thereby requiring approval of the City Manager.

Background:

In the City of Tamarac, technology is one of the key components in the efficient delivery of City services, and the City's network and server infrastructure is critical to ensuring continued operations.

Security of our systems and data is not taken lightly, and lately, there has been a disturbing trend of Cities across the country being hacked or comprised. At the City of Tamarac, we employ a multi-layered approach to security, utilizing multiple technologies and mechanisms to

provide comprehensive protection, including firewalls, virus and malware protection, access control systems, web filtering, backups, etc....

The City of Tamarac believes the security and integrity of our systems and data is of the utmost importance. On December 11, 2019, the City of Tamarac City Commission approved Resolution R-2019-142, for the purchase and installation of a Palo Alto Networks next-generation firewall and endpoint threat protection hardware and software, at a total cost of \$181,900.

Due to the scale and complexity of the project, we have undertaken implementation as a multi-phased approach, which allows the City to phase in the purchases of the requisite hardware and software components at appropriate times in order to be most cost effective.

Phase 1 included the following:

- Purchase and deployment of the new Palo Alto Networks next-generation firewall, which prevents threats and secures the technology infrastructure through advanced visibility and control of applications, users, and content at high throughput speeds
- Replacement, and consolidation, of the City's perimeter (edge) firewall, into the new Palo Alto Networks firewall.
- Replacement, and consolidation, of the firewall connecting the City to Broward County ORCAT (for Fire Rescue applications), into the new Palo Alto Networks firewall.
- Network segmentation into multiple protected/separate security zones (i.e. servers, user workstations, public web servers, Microsoft Azure, Amazon Web Services, Broward County ORCAT, PCI Compliance, Internet of Things (IoT), public network, etc.
- Configuration and deployment of a new GlobalProtect remote access solution.

Phase 2 included the following:

- Configuration and deployment of Cortex XDR endpoint threat protection software, which stops threats on endpoints (i.e. user workstations), including malware and ransomware, and coordinates enforcement with network and cloud security to prevent cyberattacks.

Phase 3 will include the following, at a total cost of \$48,048:

- Purchase and configuration of DNS Security functionality to disrupt attacks that use DNS for command-and-control and data theft, using machine learning / predictive analysis and domain protection via real-time analysis.
- Purchase and configuration of URL Filtering functionality to replace the City's existing web filtering solution, consolidating this function to the new Palo Alto Networks firewall.
- This purchase will also include discontinuation of prior software, Malwarebytes and the iBoss Web Filter.

The City budgeted the following for the Core Network Firewall Replacement project:

FY2019	CMP IT19A	\$315,000	Core Network Firewall Replacement
FY2020	CMP IT20A	\$62,000	Edge Firewall Replacement
FY2021	46-02	\$17,000	Cortex XDR Software Renewal
FY2021	46-02	\$14,000	Malwarebytes Software Renewal
FY2021	46-02	\$6,000	iBoss Web Filter Software Renewal

Total Budget:		\$414,000
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At present, a total of \$246,285 has been spent on the project, with remaining funds designated for later phases.

Core Network Firewall and Cortex XDR software	\$181,900
SFP+ Modules and Cabling	\$21,507
Cortex XDR Software Renewal (good thru 3/18/2021)	\$42,828

Phase 1 and Phase 2 Total Costs:	\$246,235
----------------------------------	-----------

Total Available / Remaining Budget: \$167,765

As previously stated, Phase 3 will include the purchase and configuration of Palo Alto Networks DNS Security and URL Filtering subscriptions, for replacement of the City's web filter, and further threat prevention security enhancements, at a total cost of \$48,048.

Later phases of the Core Network Firewall Replacement project will include replacement of the City's firewall for its direct network connection to the Broward Sheriff's Office (BSO), as well as installation of firewalls to protect the City Hall IT Data Center, Fire Station 15 IT Data Center, Water Treatment Plant SCADA network, and Water Storage Facilities at Grants Plaza and Tract 27.

In December 2020, the City received an initial quote for the purchase of the referenced Phase 3 DNS Security and URL Filtering subscriptions from PC Solutions & Integrations, Inc. – a Palo Alto Networks partner – , utilizing State of Florida Contract (NASPO) # 43220000-WSCA-16-ACS, at a total cost of \$51,744. However, in order to obtain additional quotes for comparison, the City also advertised Bid IQ-2021-0126 on January 8, 2021, with the bid closing on January 22, 2021, and received three (3) responses.

PC Solutions & Integrations, Inc.	\$51,744
Howard Industries, Inc.	\$68,500
Zones, LLC	Quote inaccurate / Quote withdrawn

The least cost quote was from PC Solutions & Integrations, Inc. at a total cost of \$51,744.

As two months have now passed since receipt of the initial quote, the City requested that PC Solutions & Integrations, Inc. update their quote to reflect the now lesser period of time on the DNS Security and URL Filtering subscriptions.

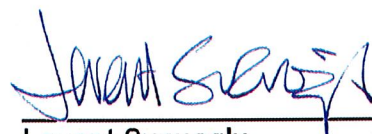
The total cost for the Phase 3 purchase of Palo Alto Networks DNS Security and URL Filtering subscriptions from PC Solutions & Integrations, Inc. is \$48,048, thereby requiring approval of the City Manager.

Fiscal Impact:

The total cost for the Palo Alto Networks DNS Security and URL Filtering subscriptions is \$48,048. Total Available / Remaining Budget for the project is \$167,765.

Funding for this item included in the FY2019 and FY2019 Capital Maintenance Program (CMP) budgets, Projects IT19A and IT20A.

This item supports Strategic Goal #5 - Tamarac is Smart & Connected – utilizing technology to automate the delivery of services and information and better leveraging tax dollars.


Levent Sucuoglu

Approved: 

Disapproved: _____

CC: Keith Glatz, Purchasing & Contracts Manager

Attachments

1. Initial quote from PC Solutions & Integrations, Inc. – a Palo Alto Networks partner – , utilizing State of Florida Contract (NASPO) # 43220000-WSCA-16-ACS, with total cost of \$51,744.
2. Bid IQ-2021-0126 Results, showing PC Solutions & Integrations, Inc. as least cost option with total cost of \$51,744.
3. Final, revised quote from PC Solutions & Integrations, Inc. – a Palo Alto Networks partner – , utilizing State of Florida Contract (NASPO) # 43220000-WSCA-16-ACS, with total cost of \$48,048.



PC Solutions & Integration, Inc

4937 SW 75 Ave, Miami, FL 33155
Ph:305-667-0633 Fax:305-667-0618

Sales Quote

Q64678

12/7/20

Sales Rep

CRIENHARDT

Quote Prepared For

James Twigger

Customer

City of Tamarac

Ship To

City of Tamarac
James Twigger

Line#	Part Number	Description	Qty	Unit Price	Extended Price
1		PALO ALTO DNS AND URL FOR 5250 COTERMED TO 03/18/2023			
2					
3		PALO ALTO - NASPO STATE CONTRACT # 43220000-WSCA-16-ACS - CARAHSOFT - 08/01/2017 THROUGH 09/30/2026			
4					
5	PAN-PA-5220-DNS-HA2	DNS SECURITY SUBSCRIPTION FOR DEVICE IN AN HA PAIR 28 MONTHS, PA-5220	2	\$12936.00	\$25872.00
6	PAN-PA-5220-URL4-HA2	PANDB URL FILTERING SUBSCRIPTION FOR DEVICE IN AN HA PAIR YEAR 28 MONTHS, PA-5220	2	\$12936.00	\$25872.00
7					
8		QUOTE PREPARED BY: CHRIS RIENHARDT PC SOLUTIONS SR. ACCOUNT MANAGER 786-408-2635 CRIENHARDT@PCSUSA.NET			
9					
10					

SubTotal

\$51,744.00

Tax

\$0.00

Ground Shipping

\$0.00

Total

\$51,744.00

Terms & Conditions

It is understood that PC Solutions & Integration, Inc. will retain title to all items stated above until the total purchase price of this order is paid. Failure by customer to pay for this order in full under the terms shown on this document shall give PC Solutions & Integration, Inc. the right to repossess the items stated above, with or without notice, and without liability to customer. If payment is not recieved when due, customer agrees to pay interest at the rate of 1.5% per month. If collection becomes necessary on this purchase, then customer agrees to pay all costs of collections, including but not limited to, reasonable attorney's fees and court costs. Customer further agrees that any and all legal matters related to this order are governed by the laws of the State of Florida, County of Miami-Dade. No warranty is made by PC Solutions & Integration, Inc. for any of the items stated above, and there is no warranty of merchantability or fitness for any particular purpose. PC Solutions & Integration, Inc. is not liable/nor responsible under any circumstances for data. Quote price may change without notice.

ANY PRICING INFORMATION INCLUDED HEREIN IS FOR QUOTATION PURPOSES ONLY AND ALL PRODUCTS ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER.

*****REBATES AND SPECIAL PRICING ARE NOT VALID ON BACK ORDERS IF PROMOTION EXPIRES BEFORE PRODUCT IS AVAILABLE.*****

IQ-2021-0126

Palo Alto Networks Firewall URL Filtering and DNS Security Subscriptions

Closing Date: Friday, January 22, 2021

Submission Summary

Vendor	City/Province	Submission Name	Unofficial Value or Notes
ZonesLLC	Auburn, WA	Submission 1	\$30,754.08
PC Solutions & Integration, Inc.	Miami, Florida	Submission 1	\$51,744.00
Howard Industries, Inc.	Laurel, Mississippi	Submission 1	\$68,500.00

Witness (Print Name)

Signature

Date

Witness (Print Name)

Signature

Date

Witness (Print Name)

Signature

Date

From: [Khawar Abbasi](#)
To: [James Twigger](#)
Cc: [Aqil Khan](#)
Subject: [EXTERNAL] RE: City of Tamarac - IQ-2021-0126 - Palo Alto Networks Firewall URL Filtering and DNS
Date: Monday, February 8, 2021 1:14:22 PM
Attachments: [image005.png](#)
[image001.png](#)
[image003.jpg](#)

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

James,

Thank you for reaching out and I am sorry for the inconvenience we have quoted this for one year. Zones will like to withdraw its bid.

Regards,

Khawar Abbasi

Account Manager | SLED | Zones, LLC

T: 253-545-7348 | Internal Ext: 57348 | Fax: 253-288-6795

khawar.abbasi@zones.com | www.zones.com

Login to your account and explore



From: James Twigger <James.Twigger@tamarac.org>
Sent: Monday, February 8, 2021 9:07 AM
To: Khawar Abbasi <Khawar.Abbasi@zones.com>
Cc: bidteam <bidteam@zones.com>; Jon Shipley <jshipley@paloaltonetworks.com>; Josh Conley <jconley@paloaltonetworks.com>
Subject: RE: City of Tamarac - IQ-2021-0126 - Palo Alto Networks Firewall URL Filtering and DNS

Caution: This email originated from a source outside Zones. Do not click on links or open attachments unless you recognize the sender and you know the content is safe.

Good morning,

Recently, we received a quote from Zones for IQ-2021-0126 - Palo Alto Networks Firewall URL Filtering and DNS. As requested in the bid, we requested quotes for the PANDB URL FILTERING SUBSCRIPTION FOR DEVICE IN AN HA PAIR and for the DNS SECURITY SUBSCRIPTION FOR DEVICE IN AN HA PAIR for our existing Palo Alto Networks Firewalls. The subscriptions are to be co-termed with our existing Palo Alto Networks contracts, which expire on March 18, 2023.

The quote from Zones listed the total cost as \$30,754.08, which is approx. \$21,000 less than the nearest other bidder. **Can you please review and confirm that the quote from Zones is accurate, that pricing is accurate, the both subscriptions are included, and that your quote co-terms both subscriptions for March 18, 2023.**

Thank you!

James Twigger
CGCIO, CPPT, ITIL, MS, MCSE, N+
Assistant Director | Information Technology
(954) 597-3904 | www.tamarac.org
10101 State Street, Tamarac, FL 33321

The City of Tamarac is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.



PC Solutions & Integration, Inc

4937 SW 75 Ave, Miami, FL 33155
Ph:305-667-0633 Fax:305-667-0618

Sales Quote	
Q65632	2/25/21
Sales Rep	
CRIENHARDT	

Quote Prepared For

James Twigger

Customer

City of Tamarac

Ship To

City of Tamarac
James Twigger

Line#	Part Number	Description	Qty	Unit Price	Extended Price
1		PALO ALTO DNS AND URL FOR 5250 COTERMED TO 03/18/2023 V3			
2					
3		PALO ALTO - NASPO STATE CONTRACT # 43220000-WSCA-16-ACS - CARAHSOFT - 08/01/2017 THROUGH 09/30/2026			
4					
5	PAN-PA-5220-DNS-HA2	DNS SECURITY SUBSCRIPTION FOR DEVICE IN AN HA PAIR 26 MONTHS, PA-5220	2	\$12012.00	\$24024.00
6	PAN-PA-5220-URL4-HA2	PANDB URL FILTERING SUBSCRIPTION FOR DEVICE IN AN HA PAIR YEAR 26 MONTHS, PA-5220	2	\$12012.00	\$24024.00
7					
8		QUOTE PREPARED BY: CHRIS RIENHARDT PC SOLUTIONS SR. ACCOUNT MANAGER 786-408-2635 CRIENHARDT@PCSUSA.NET			
9					
10					

SubTotal

\$48,048.00

Tax

\$0.00

Ground Shipping

\$0.00

Total

\$48,048.00

Terms & Conditions

It is understood that PC Solutions & Integration, Inc. will retain title to all items stated above until the total purchase price of this order is paid. Failure by customer to pay for this order in full under the terms shown on this document shall give PC Solutions & Integration, Inc. the right to repossess the items stated above, with or without notice, and without liability to customer. If payment is not recieved when due, customer agrees to pay interest at the rate of 1.5% per month. If collection becomes necessary on this purchase, then customer agrees to pay all costs of collections, including but not limited to, reasonable attorney's fees and court costs. Customer further agrees that any and all legal matters related to this order are governed by the laws of the State of Florida, County of Miami-Dade. No warranty is made by PC Solutions & Integration, Inc. for any of the items stated above, and there is no warranty of merchantability or fitness for any particular purpose. PC Solutions & Integration, Inc. is not liable/nor responsible under any circumstances for data. Quote price may change without notice.

ANY PRICING INFORMATION INCLUDED HEREIN IS FOR QUOTATION PURPOSES ONLY AND ALL PRODUCTS ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER.

REBATES AND SPECIAL PRICING ARE NOT VALID ON BACK ORDERS IF PROMOTION EXPIRES BEFORE PRODUCT IS AVAILABLE.

AGREEMENT EXHIBIT CERTIFICATION

The CITY OF TAMARAC (City), a municipal corporation with principal offices located at 7525 NW 88th Avenue, Tamarac FL 33321, and the undersigned CONTRACTOR executing this document by and through its authorized agent.

CONTRACTOR agrees to the following terms:

1. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. CONTRACTOR further certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in the Iran Petroleum Sudan List, and not on the Scrutinized Companies with Activities in the Syria. Energy Sector 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. 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.

2. E-Verify

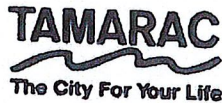
Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.



City of Tamarac

Purchasing and Contracts Division

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

ATTEST


Signature of Corporate Secretary

David Rudnick
Type/Print Name of Corporate Secy.

2/25/2021
Date

(CORPORATE SEAL)

PC Solutions & Integration
Company Name


Signature

Edith Almanza
Type/Print Name

2/25/2021
Date

IQ-2021-0136 - Palo Alto Networks PA-820 Firewalls - Overview of Schedule of Prices

	PC Solutions & Integration, Inc.	Howard Industries, Inc.	DVTECK INC	vCloud Tech Inc.
	<u>Submission 1</u>	<u>Submission 1</u>	<u>Submission 1</u>	<u>Submission 1</u>
Schedule	<u>Total</u>	<u>Total</u>	<u>Total</u>	<u>Total</u>
Pricing	\$19,208.55	\$21,762.00	\$22,428.39	\$24,188.91
Subtotal Contract Amount:	\$19,208.55	\$21,762.00	\$22,428.39	\$24,188.91

IQ-2021-0136 - Palo Alto Networks PA-820 Firewalls - Quote Form - Pricing

				PC Solutions & Integration, Inc.		Howard Industries, Inc.		DVTECK INC		vCloud Tech Inc.	
				Submission 1		Submission 1		Submission 1		Submission 1	
Line Item	Part Number	Description	Qty	Price	Total Cost	Price	Total Cost	Price	Total Cost	Price	Total Cost
1	PAN-PA-820	Palo Alto Networks PA-820 Firewall	3	\$ 2,256.0100	\$6,768.03	\$ 4,537.0000	\$13,611.00	\$ 4,498.2300	\$13,494.69	\$ 3,676.0300	\$11,028.09
	PAN-PA-820-TP	Palo Alto Networks Threat Prevention Subscription (Subscription shall be quoted to co-term with the City's existing Palo Alto Networks subscriptions which end on 3/18/2023.)	3	\$ 1,113.4800	\$3,340.44	\$ 920.0000	\$2,760.00	\$ 921.5000	\$2,764.50	\$ 1,292.0400	\$3,876.12
2	PAN-PA-820-WF	Palo Alto Networks Wildfire Subscription (Subscription shall be quoted to co-term with the City's existing Palo Alto Networks subscriptions which end on 3/18/2023.)	3	\$ 1,113.4800	\$3,340.44	\$ 920.0000	\$2,760.00	\$ 921.5000	\$2,764.50	\$ 1,292.0400	\$3,876.12
3	PAN-SVC-4HRUSG-820	Palo Alto Networks US Government 4-Hour Premium Support (Support shall be quoted to co-term with the City's existing Palo Alto Networks subscriptions which end on 3/18/2023.)	3	\$ 1,919.8800	\$5,759.64	\$ 877.0000	\$2,631.00	\$ 1,134.9000	\$3,404.70	\$ 1,802.8600	\$5,408.58
4											
Subtotal:					\$19,208.55		\$21,762.00		\$22,428.39		\$24,188.91

IQ-2021-0136 - Palo Alto Networks PA-820 Firewalls

Opening Date: May 19, 2021 3:00 PM

Closing Date: June 2, 2021 3:00 PM

Vendor Details

Company Name: PC Solutions & Integration, Inc.
Address: 4937 SW 75th Avenue
Miami, Florida 33155
Contact: Robert Boush
Email: sales@pcsusa.net
Phone: 305-667-0633
Fax: 305-667-0618
HST#: 65-0798706

Submission Details

Created On: Tuesday June 01, 2021 12:26:13
Submitted On: Tuesday June 01, 2021 13:18:29
Submitted By: Robert Boush
Email: sales@pcsusa.net
Transaction #: 398ee20a-510b-4a87-ae86-bad4c2e21765
Submitter's IP Address: 50.253.142.87

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a **"MANDATORY"** field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is **"NON-MANDATORY"** and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

Pricing

Line Item	Part Number	Description	Qty	Price *	Total Cost	
1	PAN-PA-820	Palo Alto Networks PA-820 Firewall	3	\$2,256.0100	\$ 6,768.03	*
2	PAN-PA-820-TP	Palo Alto Networks Threat Prevention Subscription (Subscription shall be quoted to co-term with the City's existing Palo Alto Networks subscriptions which end on 3/18/2023.)	3	\$1,113.4800	\$ 3,340.44	*
3	PAN-PA-820-WF	Palo Alto Networks Wildfire Subscription (Subscription shall be quoted to co-term with the City's existing Palo Alto Networks subscriptions which end on 3/18/2023.)	3	\$1,113.4800	\$ 3,340.44	*
4	PAN-SVC-4HRUSG-820	Palo Alto Networks US Government 4-Hour Premium Support (Support shall be quoted to co-term with the City's existing Palo Alto Networks subscriptions which end on 3/18/2023.)	3	\$1,919.8800	\$ 5,759.64	*
Subtotal:					\$ 19,208.55	

Summary Table

Bid Form	Amount
Pricing	\$ 19,208.55
Subtotal Contract Amount:	\$ 19,208.55

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and

viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Scrutinized Companies and E-Verify Certification](#) - Scrutinezed Company - Everify Cert.pdf - Tuesday June 01, 2021 13:04:24
- [NON-COLLUSIVE AFFIDAVIT](#) - PA Firewall Non Collusive Affidavit.pdf - Tuesday June 01, 2021 13:04:47

Addenda, Terms and Conditions

General Conditions

These instructions are standard for all bids for commodities/services issued by the City of Tamarac. The City of Tamarac may delete, supersede or modify any of these standard instructions for a particular bid by indicating such change in the Instructions to Bidders, in the special conditions of the bid, or in the specifications/statement of work. any and all special conditions that may vary from these general conditions shall prevail over these General Conditions and any conflicting provision within any vendor's standard terms and conditions regardless of any language in vendor's documentation to the contrary. All quotes are subject to the terms and conditions specified herein. Those bids that do not comply with these conditions may be deemed non-responsive.

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

Responds to the Customer

Creates and Innovates

Works as a Team

Achieves Results, and

Makes a Difference

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

Introduction

It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

Bidder certifies that when responding to a Request for Quotation that acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities and/or services and is in all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this Bid and certifies that the individual executing this quotation is authorized to sign this Quotation as an agent for the Bidder.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "The Tamarac Procurement Code", Section 6-141 et seq.

General Terms and Conditions

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Bidders. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. SUBMISSION OF THE BID/QUOTATION

ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System, no later than the closing time and date indicated in the bid document.

The Bidder shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

The Bidder is cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc.

For the above reasons, the City recommends that the Bidder allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the City's Bidding System web clock.

The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact technical support at bids&tenders via email: support@bidsandtenders.ca.

Late Bids shall not be accepted by the City's Bidding System.

To ensure receipt of the latest information and updates via email regarding this bid, or If the Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at <https://tamarac.bidsandtenders.ca>.

It is the Bidder's responsibility to read and understand the requirements of this quotation request. Unless otherwise specified, the Bidder must use the quotation form furnished online in the Bidding System . . All bids shall be submitted in the English language. All prices, terms and conditions quoted in the submitted bid shall be expressed in U.S. Dollars, and will be firm for acceptance for sixty (60) calendar days from the date of the quotation opening unless otherwise stated by the City.

The Bidder preparing a quote in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a quotation with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

2. WITHDRAWAL OF QUOTATION

Any Bidder may withdraw its quotation prior to the indicated opening time. Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to:

- i) make any required adjustments to their Bid; and
- ii) acknowledge the addendum/addenda; and
- iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than closing date and time listed in the bid

document.

NON-COLLUSIVE AFFIDAVIT

Each Contractor shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

3. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

4. QUANTITIES

Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

5. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Firm Pricing: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Prompt Payment Discounts: Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder shall enter zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

Payments by Electronic Funds Transfer:

ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

6. DELIVERY

All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

7. MANUFACTURER'S NAME & APPROVED EQUIVALENTS

Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired, and are not intended to restrict competition unless otherwise specified

in the bid. The Bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model/catalog number. Bidder shall submit complete descriptive literature and/or specifications with the bid. The burden of proof for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within three (3) business days of the City's request may be grounds for bid disqualification. If Bidder fails to name a substitute, it will be assumed that the Bidder has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.

8. SAMPLES AND DEMONSTRATIONS

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name and manufacture's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

9. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder's officers and/or employees, by the Broward County Sheriff's Office. Bidder's submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

10. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

11. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

12. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

13. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

14. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

15. TERMINATION

a. DEFAULT: 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.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. FUNDING OUT: 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. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

17. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

18. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

19. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

20. OMISSION OF DETAILS

Omission of any essential details from these specifications will not relieve the Bidder of supplying such product(s) as specified.

21. INSURANCE REQUIREMENTS

Except for contract requirements where goods are drop-shipped to the City, bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Bidder shall maintain such insurance in full force and effect during the life of this Agreement. Bidder shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Bidder shall indemnify and save the City harmless from any damage resulting to it for failure of either Bidder or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

Limits

Line of Business/ Coverage	Occurrence	Aggregate
Commercial General Liability	\$1,000,000	\$1,000,000

Including:

Premises/Operations

Contractual Liability

Personal Injury

Explosion, Collapse, Underground Hazard

Products/Completed Operations

Broad Form Property Damage

Cross Liability and Severability of Interest Clause

Automobile Liability	\$1,000,000	\$1,000,000
Workers' Compensation & Employer's Liability	Statutory	

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

22. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Bidder or his Subcontractors, agents, officers, employees 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 of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

23. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation 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 any potential 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. Any potential 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.

24. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this bid, the Special Conditions and/or the Detailed Specifications shall prevail.

The Bidder shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Bidder shall contact the Purchasing Office immediately.

Any inquires, suggestions, requests concerning clarification, or requests for additional information shall be submitted through the Bidding System by clicking on the "submit Question" button located on the bid details screen for the Bid you are submitting an inquiry for. The City of Tamarac reserves the right to amend this bid prior to the Bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

Bidders shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System. Bidders shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Bidder can submit their Bid submission online.

It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://tamarac.bidsandtenders.org> prior to submitting their Bid and up until Bid closing time and date in the event additional addendums are issued.

The City encourages Bidders **not** to submit their Bid **prior to** forty-eight (48) hours before the Bid closing time and date, in the

event that an addendum is issued. If a Bidder submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the Owner, the Bidding System shall **WITHDRAW** their Bid submission and change their Bid submission to an **INCOMPLETE STATUS (NOT accepted by the Owner)** and the Withdrawn Bid can be viewed by the Bidder in the **"MY BIDS"** section of the Bidding System. The Bidder is solely responsible to:

i) make any required adjustments to their Bid; and

ii) acknowledge the addendum/addenda; and

iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than bid closing time and date listed in the bid document.

NOTE: Additional company contacts are recommended for the reasons outlined below:

- Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).
- You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.
- If you are an invited company contact it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to <https://tamarac.bidsandtenders.org> website and create a separate vendor account.

25. BID TABULATION

Bidders may download the bid tabulation directly from the Internet at <http://www.tamarac.org> . The City does not notify unsuccessful Bidders of contract awards.

Pursuant to Florida Statute Chapter 119, Section 7(m), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §[120.57](#)(3)(a), or within 10 days after bid/proposal opening, whichever is earlier.

26. RECORDS/AUDITS

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

27.1.1 Upon completion of the project, the Contractor must retain and maintain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein. In the event litigation ensues, then Contractor shall retain all records hereunder for a period of seven (7) years after conclusion of the litigation, including any and all appeals. Upon completion of this retention period, contractor shall, at no cost to the City, transfer all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the retention period, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the retention period, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City. This requirement applies to the prime contractor and all sub-contractor's project records. However, it is the responsibility of the prime contractor to provide all of the records, both for the prime contractor and sub-contractor's records.

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

27.1.3 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 contract if the contractor does not transfer the records to the City.

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

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

27. UNBALANCED BIDS

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

28. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.

29. VENUE

Any Agreement resulting from this solicitation 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.

30. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Bidders shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Form Agreement document at the time of bid submission.

31. OTHER GOVERNMENTAL ENTITIES

If a Bidder is awarded a contract as a result of this Invitation for Bid, Bidder will, if Bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation for Bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

32. PUBLIC RECORDS CUSTODIAN

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

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

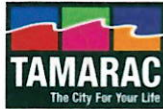
We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation

☒ We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - Robert Boush, Account Manager , PC Solutions & Integration, Inc.
The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ **Yes** ☐ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		



NON-COLLUSIVE AFFIDAVIT

State of Florida)

) ss.

County of Miami-Dade)

Robert Boush being first duly sworn, deposes
and says that:

He/she is the Representative, (Owner, Partner, Officer,
Representative or Agent) of PC Solutions & Integration, Inc., the
Offeror that has submitted the attached Proposal;

1. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
2. Such Proposal is genuine and is not a collusive or sham Proposal;
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

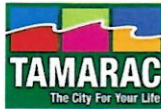
By

Robert Boush

Printed Name

Account Manager

Title



NON-COLLUSIVE AFFIDAVIT ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

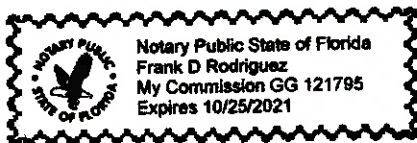
On this the 30th day of May, 2021, before me, the undersigned Notary Public of the State of Florida, personally appeared

Robert Boush and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:



Frank Rodriguez
NOTARY PUBLIC, STATE OF FLORIDA

Frank Rodriguez

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☐ Personally known to me, or
☒ Produced identification:

FL Driver's License

(Type of Identification Produced)

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

AGREEMENT EXHIBIT CERTIFICATION

The CITY OF TAMARAC (City), a municipal corporation with principal offices located at 7525 NW 88th Avenue, Tamarac FL 33321, and the undersigned CONTRACTOR executing this document by and through its authorized agent.

CONTRACTOR agrees to the following terms:

1. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. CONTRACTOR further certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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. 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.

2. E-Verify

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.



City of Tamarac

Purchasing and Contracts Division


Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

ATTEST



Signature of Corporate Secretary
Michelle Rudnick
Type/Print Name of Corporate Secy.


5/30/21

Date

(CORPORATE SEAL)

PC Solutions & Integration, Inc.

Company Name



Signature
Robert Boush
Type/Print Name

5/30/21

Date



Title - TR13627 - Cisco Systems SMARTnet Maintenance and Support Renewal

A Resolution of the City Commission of the City of Tamarac, Florida, ratifying past purchases from Presidio Network Solutions and approving the purchase of a Cisco Systems SmartNet maintenance and support agreement from Presidio Network Solutions at a total cost of \$44,665.86; authorizing expenditures from the appropriate accounts; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR13627 Memo - Cisco Systems SMARTnet renewal	6/6/2021	Cover Memo
TR13627 Resolution - Cisco Systems SMARTnet renewal	6/6/2021	Resolution
TR13627 Exhibit - IQ-2021-0132-Cisco SMARTnet Renewal	6/6/2021	Exhibit

City of Tamarac
Interoffice Memorandum
Department

To: Michael C. Cernech, City Manager
Thru: Kathleen Gunn, Assistant City Manager
From: Levent Sucuoglu, Director of Information Technology
Date: May 28, 2021
Re: TR 13627: Cisco Systems SMARTnet Maintenance and Support Renewal

Recommendation:

I recommend that TR 13627 be placed on the June 23, 2021, City Commission Meeting Agenda, for the purchase and approval of the Cisco Systems SMARTnet Maintenance and Support Renewal for Cisco Systems network switches and equipment for approx. three (3) years, to co-term all referenced renewal items to June 29, 2024, at a total cost of \$44,665.86, from Presidio Network Solutions.

Issue:

The City's existing Cisco Systems SMARTnet maintenance and support contracts for multiple Cisco Systems network switches and equipment expire between June 29, 2021, and October 10, 2021, requiring renewal.

Background:

Technology is one of the key components in the efficient delivery of City services, and the City's network infrastructure is critical to ensuring continued operations.

The City has multiple network switches and equipment, purchased from Cisco Systems at various times in the past 5 years. Each purchase included an initial five (5) year Cisco Systems SMARTnet maintenance and support agreement; however, as each purchase was separate, the SMARTnet agreements expire on different dates, as shown below:

Expiring on June 29, 2021

City Hall primary Layer 3 switch, Parks & Rec Admin Building primary Layer 3 switch and Fire Station 15 Layer 3 switch

Expires on July 20, 2021

BSO primary Layer 3 switch

Expires on August 30, 2021

IT / Public Services Building primary Layer 3 switch

Expires on October 10, 2021

Recreation Center and Water Treatment Plant primary Layer 3 switches

In order to continue receiving 24x7x4 maintenance and support, and replacement coverage, for this critical equipment, it is imperative that the City renew the Cisco Systems SMARTnet maintenance and support agreements. To ease contract administration, the City regularly consolidates, and co-terms the agreements, and renews for multiple years to realize cost savings.

On May 6, 2021, the City issued IQ-2021-0132 - Cisco SMARTnet Renewal, requesting quotes from authorized Cisco Systems partners and/or resellers, for a Cisco Systems SMARTnet renewal, to renew referenced items for approx. three (3) years, co-terming all renewal items on June 29, 2024.

The City received eight (8) responses / quotes, two (2) of which (from Sierra w/o Wires and CoreRecon LLC) were disqualified due to having incorrectly quoted the requested renewal terms (start and end dates) and having provided inaccurate pricing, with the six (6) remaining quotes as shown below:

Presidio Network Solutions	\$44,665.86
Central Technology Services Corporation	\$45,576.67
IT Authorities	\$45,778.74
NetXperts, Inc.	\$45,954.00
AIP US, LLC	\$46,182.23
Total Communications Inc	\$48,186.66

The quote from Presidio Network Solutions was the least expensive quote.

During FY2021, the City has already issued Purchase Orders to Presidio Network Solutions for the following:

<u>Date</u>	<u>Amount</u>	<u>PO</u>	<u>Purpose</u>
11/16/2020	\$4,807.80	240378	Cisco telephone system licensing for Phase 2 of the Microsoft Teams / Telephone System Integration, for telecommuting during the Pandemic
11/10/2020	\$3,521.20	240361	Phase 2 services to setup / configure remaining 30 users for Microsoft Teams integration with telephone system, for telecommuting during the Pandemic
2/11/2021	\$3,958.32	240595	Microsoft Teams / OneDrive / SharePoint Online Troubleshooting, used for remote file(s)/folder(s) access and sharing during the Pandemic
6/3/2021	\$5,633.92	240791	Emergency services to troubleshoot

Cisco telephone system Call Routing /
Failover

6/3/2021	\$14,084.80	240792	Cisco telephone system upgrade and configuration services
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The aforementioned expenditures to Presidio Network Solutions bring their annual aggregate spend for FY2021 to \$32,006.04. While the individual transactions were unrelated to each other; when the total spend for an individual vendor exceeds our administrative approval limit of \$65,000 during any fiscal year, it is the City's policy that we present the aggregate total spend to that vendor to the City Commission for their ratification so that there is complete transparency related to the City's spend. The recommended Cisco Systems SMARTnet Maintenance and Support Renewal, with a cost of \$44,665.86, would bring the FY2021 aggregate spend with Presidio Network Solutions to \$76,671.90.

I recommend approval of the Cisco Systems SMARTnet Maintenance and Support Renewal for Cisco Systems network switches and equipment for approx. three (3) years, to co-term all referenced renewal items to June 29, 2024, at a total cost of \$44,665.86, from Presidio Network Solutions.

As reference, the following are attached:

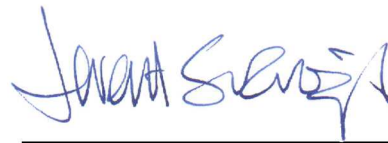
- IQ-2021-0132-Cisco SMARTnet Renewal Results
- Presidio Network Solutions Scrutinized Companies and eVerify Certification
- Presidio Network Solutions Non-Collusive Affidavit

Fiscal Impact:

The total cost for the Cisco Systems SMARTnet Maintenance and Support Renewal is \$44,665.86.

Funding for this item included in the FY2021 Information Technology Budget, service contract account # 001-8100-513.46-02.

This item supports Strategic Goal #5 - Tamarac is Smart & Connected – utilizing technology to automate the delivery of services and information and better leveraging tax dollars.



Levent Sucuoglu

Approved: _____

Disapproved: _____

CC: Keith Glatz, Purchasing & Contracts Manager

Attachments

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, RATIFYING PAST PURCHASES FROM PRESIDIO NETWORK SOLUTIONS AND APPROVING THE PURCHASE OF A CISCO SYSTEMS SMARTNET MAINTENANCE AND SUPPORT AGREEMENT FROM PRESIDIO NETWORK SOLUTIONS AT A TOTAL COST OF \$44,665.86; AUTHORIZING EXPENDITURES FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, technology is one of the key components in the efficient delivery of City services, and the City's network infrastructure is critical to ensuring continued operations; and

WHEREAS, the City has multiple Cisco Systems SMARTnet contracts, providing maintenance and support, and replacement coverage, for critical Cisco Systems network switches and equipment, which expire on or between June 29, 2021 and October 10, 2021, thereby requiring renewal in order to maintain said coverage; and

WHEREAS, on May 6, 2021, the City issued IQ-2021-0132 - Cisco SMARTnet Renewal, requesting quotes from authorized Cisco Systems partners and/or resellers, for a Cisco Systems SMARTnet renewal, to renew referenced items for approx. three (3) years, co-terming all renewal items on June 29, 2024; and

WHEREAS, eight (8) responses / quotes were received, two (2) of which (from Sierra w/o Wires and CoreRecon LLC) were disqualified due to having incorrectly quoted the requested renewal terms (start and end dates) and having provided inaccurate pricing, with the six (6) remaining quotes as shown below:

Presidio Network Solutions	\$44,665.86
Central Technology Services Corporation	\$45,576.67
IT Authorities	\$45,778.74
NetXperts, Inc.	\$45,954.00
AIP US, LLC	\$46,182.23
Total Communications Inc	\$48,186.66

; and

WHEREAS, the quote from Presidio Network Solutions was deemed as the least expensive for the required Cisco Systems SMARTnet maintenance and support renewal; and

WHEREAS, funding is available in the Information Technology operating account for said purposes; and

WHEREAS, the aggregate annual expenditure thus far through Presidio Network Solutions has been \$32,006.04, but with the purchase of the Cisco Systems SMARTnet maintenance and support renewal, at a cost of \$44,665.86, will total \$76,671.90, thereby requiring City Commission approval for expenditures in excess of the State of Florida threshold for Category Three as defined in the F.S. §287.017(3), currently set at \$65,000 per City of Tamarac Code §6-145; and

WHEREAS, it is the recommendation of the Director of Information Technology and the Purchasing and Contracts Manager that the City Commission of the City of Tamarac ratify past expenditures with Presidio Network Solution, as well as approve the purchase of the Cisco Systems SMARTnet Maintenance and Support Renewal for Cisco Systems network switches and equipment for approx. three (3) years, to co-term all referenced renewal items to June 29, 2024, at a total cost of \$44,665.86, from Presidio Network Solutions; 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 ratify past expenditures with Presidio Network Solution, as well as to approve the purchase of the Cisco Systems SMARTnet Maintenance and Support Renewal for Cisco Systems network switches and equipment for approx. three (3) years, to co-term all referenced renewal items to June 29, 2024, at a total cost of \$44,665.86, from Presidio Network Solutions.

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

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

SECTION 2: The City Commission hereby ratifies past expenditures with Presidio Network Solution, as well as approves the purchase of the Cisco Systems SMARTnet Maintenance and Support Renewal for Cisco Systems network switches and equipment for approx. three (3) years, to co-term all referenced renewal items to June 29, 2024, at a total cost of \$44,665.86, from Presidio Network Solutions; and authorizes the appropriate City Officials to execute a Purchase Order for the purchase of the Cisco Systems SMARTnet Maintenance and Support Renewal.

SECTION 3: Funding is available for the purchase of the Cisco Systems SMARTnet Maintenance and Support Renewal from the appropriate accounts for a total cost not to exceed \$44,665.86.

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

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

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

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2021.

MICHELLE J. GOMEZ, MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN, JR.
CITY ATTORNEY

IQ-2021-0132 - Cisco SMARTnet Renewal

Opening Date: May 6, 2021 3:45 PM

Closing Date: May 21, 2021 3:00 PM

Respondents must be authorized Cisco Systems partners.

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a **"MANDATORY"** field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is **"NON-MANDATORY"** and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

Cisco SMARTnet Renewal

Line Item	Description	Cost *	Total Cost	
1	Cisco Systems SMARTnet renewal - see attached Cisco Retail Quote 241768431 for full details / line items. All renewal items shall be co-termed for June 29, 2024			*
Subtotal:				

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Scrutinized Companies and E-Verify Certification * (mandatory)
- NON-COLLUSIVE AFFIDAVIT * (mandatory)

Addenda, Terms and Conditions

General Conditions

These instructions are standard for all bids for commodities/services issued by the City of Tamarac. The City of Tamarac may delete, supersede or modify any of these standard instructions for a particular bid by indicating such change in the Instructions to Bidders, in the special conditions of the bid, or in the specifications/statement of work. any and all special conditions that may vary from these general conditions shall prevail over these General Conditions and any conflicting provision within any vendor's standard terms and conditions regardless of any language in vendor's documentation to the contrary. All quotes are subject to the terms and conditions specified herein. Those bids that do not comply with these conditions may be deemed non-responsive.

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

Responds to the Customer

Creates and Innovates

Works as a Team

Achieves Results, and

Makes a Difference

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

Introduction

It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

Bidder certifies that when responding to a Request for Quotation that acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities and/or services and is in all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this Bid and certifies that the individual executing this quotation is authorized to sign this Quotation as an agent for the Bidder.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "The Tamarac Procurement Code", Section 6-141 et seq.

General Terms and Conditions

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Bidders. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. SUBMISSION OF THE BID/QUOTATION

ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System, no later than the closing time and date indicated in the bid document.

The Bidder shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

The Bidder is cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc.

For the above reasons, the City recommends that the Bidder allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the City's Bidding System web clock.

The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact technical support at bids&tenders via email: support@bidsandtenders.ca.

Late Bids shall not be accepted by the City's Bidding System.

To ensure receipt of the latest information and updates via email regarding this bid, or If the Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at <https://tamarac.bidsandtenders.ca>.

It is the Bidder's responsibility to read and understand the requirements of this quotation request. Unless otherwise specified, the Bidder must use the quotation form furnished online in the Bidding System . . All bids shall be submitted in the English language. All prices, terms and conditions quoted in the submitted bid shall be expressed in U.S. Dollars, and will be firm for acceptance for sixty (60) calendar days from the date of the quotation opening unless otherwise stated by the City.

The Bidder preparing a quote in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a quotation with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

2. WITHDRAWAL OF QUOTATION

Any Bidder may withdraw its quotation prior to the indicated opening time. Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to:

- i) make any required adjustments to their Bid; and
- ii) acknowledge the addendum/addenda; and
- iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than closing date and time listed in the bid

document.

NON-COLLUSIVE AFFIDAVIT

Each Contractor shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

3. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

4. QUANTITIES

Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

5. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Firm Pricing: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Prompt Payment Discounts: Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder shall enter zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

Payments by Electronic Funds Transfer:

ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

6. DELIVERY

All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

7. MANUFACTURER'S NAME & APPROVED EQUIVALENTS

Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired, and are not intended to restrict competition unless otherwise specified

in the bid. The Bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model/catalog number. Bidder shall submit complete descriptive literature and/or specifications with the bid. The burden of proof for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within three (3) business days of the City's request may be grounds for bid disqualification. If Bidder fails to name a substitute, it will be assumed that the Bidder has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.

8. SAMPLES AND DEMONSTRATIONS

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name and manufacture's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

9. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder's officers and/or employees, by the Broward County Sheriff's Office. Bidder's submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

10. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

11. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

12. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

13. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

14. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

15. TERMINATION

a. DEFAULT: 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.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. FUNDING OUT: 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. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

17. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

18. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

19. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

20. OMISSION OF DETAILS

Omission of any essential details from these specifications will not relieve the Bidder of supplying such product(s) as specified.

21. INSURANCE REQUIREMENTS

Except for contract requirements where goods are drop-shipped to the City, bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Bidder shall maintain such insurance in full force and effect during the life of this Agreement. Bidder shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Bidder shall indemnify and save the City harmless from any damage resulting to it for failure of either Bidder or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

Limits

Line of Business/ Coverage	Occurrence	Aggregate
Commercial General Liability	\$1,000,000	\$1,000,000

Including:

Premises/Operations

Contractual Liability

Personal Injury

Explosion, Collapse, Underground Hazard

Products/Completed Operations

Broad Form Property Damage

Cross Liability and Severability of Interest Clause

Automobile Liability	\$1,000,000	\$1,000,000
Workers' Compensation & Employer's Liability	Statutory	

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

22. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Bidder or his Subcontractors, agents, officers, employees 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 of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

23. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation 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 any potential 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. Any potential 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.

24. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this bid, the Special Conditions and/or the Detailed Specifications shall prevail.

The Bidder shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Bidder shall contact the Purchasing Office immediately.

Any inquires, suggestions, requests concerning clarification, or requests for additional information shall be submitted through the Bidding System by clicking on the "submit Question" button located on the bid details screen for the Bid you are submitting an inquiry for. The City of Tamarac reserves the right to amend this bid prior to the Bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

Bidders shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System. Bidders shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Bidder can submit their Bid submission online.

It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://tamarac.bidsandtenders.org> prior to submitting their Bid and up until Bid closing time and date in the event additional addendums are issued.

The City encourages Bidders **not** to submit their Bid **prior to** forty-eight (48) hours before the Bid closing time and date, in the

event that an addendum is issued. If a Bidder submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the Owner, the Bidding System shall **WITHDRAW** their Bid submission and change their Bid submission to an **INCOMPLETE STATUS (NOT accepted by the Owner)** and the Withdrawn Bid can be viewed by the Bidder in the **"MY BIDS"** section of the Bidding System. The Bidder is solely responsible to:

i) make any required adjustments to their Bid; and

ii) acknowledge the addendum/addenda; and

iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than bid closing time and date listed in the bid document.

NOTE: Additional company contacts are recommended for the reasons outlined below:

- Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).
- You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.
- If you are an invited company contact it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to <https://tamarac.bidsandtenders.org> website and create a separate vendor account.

25. BID TABULATION

Bidders may download the bid tabulation directly from the Internet at <http://www.tamarac.org> . The City does not notify unsuccessful Bidders of contract awards.

Pursuant to Florida Statute Chapter 119, Section 7(m), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §[120.57](#)(3)(a), or within 10 days after bid/proposal opening, whichever is earlier.

26. RECORDS/AUDITS

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

27.1.1 Upon completion of the project, the Contractor must retain and maintain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein. In the event litigation ensues, then Contractor shall retain all records hereunder for a period of seven (7) years after conclusion of the litigation, including any and all appeals. Upon completion of this retention period, contractor shall, at no cost to the City, transfer all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the retention period, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the retention period, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City. This requirement applies to the prime contractor and all sub-contractor's project records. However, it is the responsibility of the prime contractor to provide all of the records, both for the prime contractor and sub-contractor's records.

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

27.1.3 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 contract if the contractor does not transfer the records to the City.

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

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

27. UNBALANCED BIDS

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

28. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.

29. VENUE

Any Agreement resulting from this solicitation 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.

30. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Bidders shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Form Agreement document at the time of bid submission.

31. OTHER GOVERNMENTAL ENTITIES

If a Bidder is awarded a contract as a result of this Invitation for Bid, Bidder will, if Bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation for Bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

32. PUBLIC RECORDS CUSTODIAN

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

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

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation

☐ We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Date	06-May-2021									
Quote Info	Quote Number	241768431				Price Protection Ends		7/4/2021		
	Quote Name	Copy of quote 201742053								
	Buy Method	Cisco				Cisco Capital		No		
	Quote Net Amount	44703.92								
	Quote Extended List Price	59302.66								
	Deal ID									
	Non-standard	No				Opportunity Number				
	Takeover	Yes								
	US Federal Government	No								
	Quote Status	Valid								
Quote Currency	USD									
Quote Created By	jennlope									
Billing Info	Bill to ID									
	Bill to Name									
	Bill to GU									
	Bill to OU									
	Bill to Address Line 1									
	Bill to Address Line 2									
	Bill to City									
	Bill to State									
	Bill to Country									
	Bill to Zip/Postal Code									
Product Number	Product Description	Last Date of Support	PAK/Serial Number	Instance Number	Major/Minor	Parent Instance Number	Host ID/Mac ID	Service Level	Service Level Description	SKU
WS-C3850-48U-E	Cisco Catalyst 3850 48 Port UPOE IP S	31-Oct-2025	FOC1916U0VH		1665559446 Major	1665559446		SNTP	SNTC 24X7X4	CON-SNTP-WS3848UE
WS-C3850-24XS-E	Cisco Catalyst 3850 24 Port 10G Fiber	30-Apr-2027	FCW1923C0AP		1704614776 Major	1704614776		SNTP	SNTC 24X7X4	CON-SNTP-WS850XSE
WS-C3850-12X48U-E	Cisco Catalyst 3850 48 Port (12 mGig+	31-Oct-2025	FCW1942D14D		1784851370 Major	1784851370		SNTP	SNTC 24X7X4	CON-SNTP-WSC385UE
WS-C3850-48U-E	Cisco Catalyst 3850 48 Port UPOE IP S	31-Oct-2025	FOC2010U13S		1796771309 Major	1796771309		SNTP	SNTC 24X7X4	CON-SNTP-WS3848UE
PWR-C1-1100WAC=	1100W AC Config 1 Power Supply		LIT200308TR		1800912668 Major	1800912668		SNTP	SNTC 24X7X4	
C3850-NM-4-10G=	Cisco Catalyst 3850 4 x 10GE Network	30-Apr-2027	FOC20205W85		1802577513 Major	1802577513		SNTP	SNTC 24X7X4	
WS-C3850-12X48U-E	Cisco Catalyst 3850 48 Port (12 mGig+	31-Oct-2025	FCW2022F15V		1808451006 Major	1808451006		SNTP	SNTC 24X7X4	CON-SNTP-WSC385UE
WS-C3850-48U-E	Cisco Catalyst 3850 48 Port UPOE IP S	31-Oct-2025	FOC2027U0F1		1818579225 Major	1818579225		SNTP	SNTC 24X7X4	CON-SNTP-WS3848UE
WS-C3850-12X48U-E	Cisco Catalyst 3850 48 Port (12 mGig+	31-Oct-2025	FOC2033U238		1834089244 Major	1834089244		SNTP	SNTC 24X7X4	CON-SNTP-WSC385UE
CP-DX80-NC-K9=	Cisco Webex DX80 - GPL (for registrat	31-Jan-2026	FTX2404303L		5432538042 Major	5432538042		SNT	SNTC 8X5XNBD	CON-SNT-CPDX80KG

Service Type	Takeover Line	Source Contract Number	Target Contract Number	Start Date	End Date	Quantity	Quantity UOM	Revenue Source Code	Price UOM	Unit List Price	
TS	Yes		New		11-Oct-2021	29-Jun-2024	1	R	Annual	2687.81	
TS	Yes		New		30-Jun-2021	29-Jun-2024	1	R	Annual	3386.29	
TS	Yes		New		11-Oct-2021	29-Jun-2024	1	R	Annual	2861.05	
TS	Yes		New		30-Jun-2021	29-Jun-2024	1	R	Annual	2687.81	
TS	Yes		New		30-Jun-2021	29-Jun-2024	1	R		0	
TS	Yes		New		30-Jun-2021	29-Jun-2024	1	R	Annual	2861.05	
TS	Yes		New		21-Jul-2021	29-Jun-2024	1	R	Annual	2687.81	
TS	Yes		New		31-Aug-2021	29-Jun-2024	1	R	Annual	2861.05	
TS	No		New		23-Mar-2021	29-Jun-2024	1	R	Annual	431.19	

Prorated List Price	End Customer GU ID	End Customer GU Name	End Customer ID	End Customer Name	End Customer Address Line 1	End Customer Address Line 2	End Customer City	End Customer State	End Customer Country	End Customer Zip/Postal Code
7304.95	4463383	CITY OF TAMARAC	1002253524	CITY OF TAMARAC	10101 STATE ST		FORT LAUDERDALE	FL	US	33321
10158.87	4463383	CITY OF TAMARAC	2000668057	CITY OF TAMARAC	7525 NW 88TH AVE		FORT LAUDERDALE	FL	US	33321
7775.79	4463383	CITY OF TAMARAC	1002253524	CITY OF TAMARAC	10101 STATE ST		FORT LAUDERDALE	FL	US	33321
8063.43	4463383	CITY OF TAMARAC	2000668057	CITY OF TAMARAC	7525 NW 88TH AVE		FORT LAUDERDALE	FL	US	33321
0	4463383	CITY OF TAMARAC	2000668057	CITY OF TAMARAC	7525 NW 88TH AVE		FORT LAUDERDALE	FL	US	33321
0	4463383	CITY OF TAMARAC	2000668057	CITY OF TAMARAC	7525 NW 88TH AVE		FORT LAUDERDALE	FL	US	33321
8583.15	4463383	CITY OF TAMARAC	2000668057	CITY OF TAMARAC	7525 NW 88TH AVE		FORT LAUDERDALE	FL	US	33321
7908.79	4463383	CITY OF TAMARAC	403113118	CITY OF TAMARAC	10101 STATE STREET		TAMARAC	FL	US	33321
8097.16	4463383	CITY OF TAMARAC	1002253524	CITY OF TAMARAC	10101 STATE ST		FORT LAUDERDALE	FL	US	33321
1410.52	4463383	CITY OF TAMARAC	2000668057	CITY OF TAMARAC	7525 NW 88TH AVE		FORT LAUDERDALE	FL	US	33321

Ship to Id	Ship to Name	Ship to Address Line 1	Ship to Address Line 2	Ship to City	Ship to State	Ship to Country	Ship to Zip/Postal Code	Ship to Contact First name	Ship to Contact Last name	Ship to Email
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[illegible]

Initial Term (Months)

Billing Frequency

Automatically Renews For

Subscription ID

Reference Serial Number

Reference Instance Number

Auto Renewal Term

Cisco SMARTnet Renewal

Closing Date: Friday, May 21, 2021

Submission Summary

<u>Vendor</u>	<u>City/Province</u>	<u>Submission Name</u>	<u>Unofficial Value or Notes</u>
Total Communications Inc	E Hartford, CT	Submission 1	Cisco SMARTnet Renewal: \$48,186.66
Presidio Network Solutions	Oakland Park, FL	Submission 1	Cisco SMARTnet Renewal: \$44,665.86
AIP US, LLC	Miami, FL	Submission 1	Cisco SMARTnet Renewal: \$46,182.23
NetXperts, Inc.	Walnut Creek, CA	Submission 1	Cisco SMARTnet Renewal: \$45,954.00
Sierra w/o Wires	Pittsburgh, PA	Submission 1	Cisco SMARTnet Renewal: \$19,228.03
CoreRecon LLC	corpus christi, texas	Submission 1	Cisco SMARTnet Renewal: \$21,487.26
Central Technology Services Corporation	OAKVILLE, Ontario	Submission 1	Cisco SMARTnet Renewal: \$45,576.67
IT Authorities	TAMPA, FL	Submission 1	Cisco SMARTnet Renewal: \$45,778.74

Witness (Print Name) *Signature* *Date*

Witness (Print Name) *Signature* *Date*

Witness (Print Name) *Signature* *Date*

IQ-2021-0132 - Cisco SMARTnet Renewal

Opening Date: May 6, 2021 3:45 PM

Closing Date: May 21, 2021 3:00 PM

Vendor Details

Company Name:	Presidio Network Solutions
Address:	3250 W. Commercial Place
	Oakland Park, FL 33309
Contact:	Amir Wexler
Email:	awexler@presidio.com
Phone:	561-299-6734
HST#:	45-1263428

Submission Details

Created On:	Thursday May 20, 2021 10:50:52
Submitted On:	Thursday May 20, 2021 11:13:43
Submitted By:	Amir Wexler
Email:	awexler@presidio.com
Transaction #:	9ef6f778-0dbf-46dc-8aa9-5b20840a4ed9
Submitter's IP Address:	206.128.133.4

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a "**MANDATORY**" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

Cisco SMARTnet Renewal

Line Item	Description	Cost *	Total Cost	
1	Cisco Systems SMARTnet renewal - see attached Cisco Retail Quote 241768431 for full details / line items. All renewal items shall be co-termed for June 29, 2024	\$44,665.8600	\$ 44,665.86	*
Subtotal:			\$ 44,665.86	

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Scrutinized Companies and E-Verify Certification](#) - Presidio_Signed_Scrutinized Form.pdf - Thursday May 20, 2021 11:12:10
- [NON-COLLUSIVE AFFIDAVIT](#) - Presidio_Signed_Tamarac Non Collusion signed.pdf - Thursday May 20, 2021 11:12:21

Addenda, Terms and Conditions

General Conditions

These instructions are standard for all bids for commodities/services issued by the City of Tamarac. The City of Tamarac may delete, supersede or modify any of these standard instructions for a particular bid by indicating such change in the Instructions to Bidders, in the special conditions of the bid, or in the specifications/statement of work. any and all special conditions that may vary from these general conditions shall prevail over these General Conditions and any conflicting provision within any vendor's standard terms and conditions regardless of any language in vendor's documentation to the contrary. All quotes are subject to the terms and conditions specified herein. Those bids that do not comply with these conditions may be deemed non-responsive.

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

Responds to the Customer

Creates and Innovates

Works as a Team

Achieves Results, and

Makes a Difference

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

Introduction

It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

Bidder certifies that when responding to a Request for Quotation that acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities and/or services and is in all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this Bid and certifies that the individual executing this quotation is authorized to sign this Quotation as an agent for the Bidder.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "The Tamarac Procurement Code", Section 6-141 et seq.

General Terms and Conditions

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Bidders. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. SUBMISSION OF THE BID/QUOTATION

ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System, no later than the closing time and date indicated in the bid document.

The Bidder shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

The Bidder is cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc.

For the above reasons, the City recommends that the Bidder allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the City's Bidding System web clock.

The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact technical support at bids&tenders via email: support@bidsandtenders.ca.

Late Bids shall not be accepted by the City's Bidding System.

To ensure receipt of the latest information and updates via email regarding this bid, or If the Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at <https://tamarac.bidsandtenders.ca>.

It is the Bidder's responsibility to read and understand the requirements of this quotation request. Unless otherwise specified, the Bidder must use the quotation form furnished online in the Bidding System . . All bids shall be submitted in the English language. All prices, terms and conditions quoted in the submitted bid shall be expressed in U.S. Dollars, and will be firm for acceptance for sixty (60) calendar days from the date of the quotation opening unless otherwise stated by the City.

The Bidder preparing a quote in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a quotation with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

2. WITHDRAWAL OF QUOTATION

Any Bidder may withdraw its quotation prior to the indicated opening time. Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to:

- i) make any required adjustments to their Bid; and
- ii) acknowledge the addendum/addenda; and
- iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than closing date and time listed in the bid

document.

NON-COLLUSIVE AFFIDAVIT

Each Contractor shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

3. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

4. QUANTITIES

Quantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

5. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Firm Pricing: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Prompt Payment Discounts: Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder shall enter zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

Payments by Electronic Funds Transfer:

ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

6. DELIVERY

All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

7. MANUFACTURER'S NAME & APPROVED EQUIVALENTS

Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired, and are not intended to restrict competition unless otherwise specified

in the bid. The Bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model/catalog number. Bidder shall submit complete descriptive literature and/or specifications with the bid. The burden of proof for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within three (3) business days of the City's request may be grounds for bid disqualification. If Bidder fails to name a substitute, it will be assumed that the Bidder has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.

8. SAMPLES AND DEMONSTRATIONS

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name and manufacture's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

9. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder's officers and/or employees, by the Broward County Sheriff's Office. Bidder's submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

10. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

11. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

12. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

13. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award, notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

14. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

15. TERMINATION

a. DEFAULT: 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.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. FUNDING OUT: 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. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

17. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

18. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

19. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

20. OMISSION OF DETAILS

Omission of any essential details from these specifications will not relieve the Bidder of supplying such product(s) as specified.

21. INSURANCE REQUIREMENTS

Except for contract requirements where goods are drop-shipped to the City, bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Bidder shall maintain such insurance in full force and effect during the life of this Agreement. Bidder shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Bidder shall indemnify and save the City harmless from any damage resulting to it for failure of either Bidder or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

Limits

Line of Business/ Coverage	Occurrence	Aggregate
Commercial General Liability	\$1,000,000	\$1,000,000

Including:

Premises/Operations

Contractual Liability

Personal Injury

Explosion, Collapse, Underground Hazard

Products/Completed Operations

Broad Form Property Damage

Cross Liability and Severability of Interest Clause

Automobile Liability	\$1,000,000	\$1,000,000
Workers' Compensation & Employer's Liability	Statutory	

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

22. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Bidder or his Subcontractors, agents, officers, employees 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 of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

23. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation 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 any potential 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. Any potential 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.

24. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this bid, the Special Conditions and/or the Detailed Specifications shall prevail.

The Bidder shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Bidder shall contact the Purchasing Office immediately.

Any inquires, suggestions, requests concerning clarification, or requests for additional information shall be submitted through the Bidding System by clicking on the "submit Question" button located on the bid details screen for the Bid you are submitting an inquiry for. The City of Tamarac reserves the right to amend this bid prior to the Bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

Bidders shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System. Bidders shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Bidder can submit their Bid submission online.

It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://tamarac.bidsandtenders.org> prior to submitting their Bid and up until Bid closing time and date in the event additional addendums are issued.

The City encourages Bidders **not** to submit their Bid **prior to** forty-eight (48) hours before the Bid closing time and date, in the

event that an addendum is issued. If a Bidder submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the Owner, the Bidding System shall **WITHDRAW** their Bid submission and change their Bid submission to an **INCOMPLETE STATUS (NOT accepted by the Owner)** and the Withdrawn Bid can be viewed by the Bidder in the **"MY BIDS"** section of the Bidding System. The Bidder is solely responsible to:

i) make any required adjustments to their Bid; and

ii) acknowledge the addendum/addenda; and

iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than bid closing time and date listed in the bid document.

NOTE: Additional company contacts are recommended for the reasons outlined below:

- Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).
- You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.
- If you are an invited company contact it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to <https://tamarac.bidsandtenders.org> website and create a separate vendor account.

25. BID TABULATION

Bidders may download the bid tabulation directly from the Internet at <http://www.tamarac.org> . The City does not notify unsuccessful Bidders of contract awards.

Pursuant to Florida Statute Chapter 119, Section 7(m), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §[120.57](#)(3)(a), or within 10 days after bid/proposal opening, whichever is earlier.

26. RECORDS/AUDITS

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

27.1.1 Upon completion of the project, the Contractor must retain and maintain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein. In the event litigation ensues, then Contractor shall retain all records hereunder for a period of seven (7) years after conclusion of the litigation, including any and all appeals. Upon completion of this retention period, contractor shall, at no cost to the City, transfer all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the retention period, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the retention period, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City. This requirement applies to the prime contractor and all sub-contractor's project records. However, it is the responsibility of the prime contractor to provide all of the records, both for the prime contractor and sub-contractor's records.

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

27.1.3 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 contract if the contractor does not transfer the records to the City.

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

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

27. UNBALANCED BIDS

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

28. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.

29. VENUE

Any Agreement resulting from this solicitation 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.

30. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Bidders shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Form Agreement document at the time of bid submission.

31. OTHER GOVERNMENTAL ENTITIES

If a Bidder is awarded a contract as a result of this Invitation for Bid, Bidder will, if Bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation for Bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

32. PUBLIC RECORDS CUSTODIAN

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

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

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation

☒ We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - Amir Wexler, Sales, Presidio

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ **Yes** ☐ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Service Type	Takeover Line	Source Contract Number	Target Contract Number	Start Date	End Date	Quantity	Quantity UOM	Revenue Source Code	Price UOM	Unit List Price
TS	Yes		New	11-Oct-2021	29-Jun-2024	1	1	R	Annual	2687.81
TS	Yes		New	30-Jun-2021	29-Jun-2024	1	1	R	Annual	3386.29
TS	Yes		New	11-Oct-2021	29-Jun-2024	1	1	R	Annual	2861.05
TS	Yes		New	30-Jun-2021	29-Jun-2024	1	1	R	Annual	2687.81
TS	Yes		New	30-Jun-2021	29-Jun-2024	1	1	R		0
TS	Yes		New	30-Jun-2021	29-Jun-2024	1	1	R		0
TS	Yes		New	30-Jun-2021	29-Jun-2024	1	1	R	Annual	2861.05
TS	Yes		New	21-Jul-2021	29-Jun-2024	1	1	R	Annual	2687.81
TS	Yes		New	31-Aug-2021	29-Jun-2024	1	1	R	Annual	2861.05
TS	No		New	23-Mar-2021	29-Jun-2024	1	1	R	Annual	431.19

Prorated List Price	End Customer GU ID	End Customer GU Name	End Customer ID	End Customer Name	End Customer Address Line 1	End Customer Address Line 2	End Customer City	End Customer State	End Customer Country	End Customer Zip/Postal Code
7304.95	4463383	CITY OF TAMARAC	1002253524	CITY OF TAMARAC	10101 STATE ST		FORT LAUDERDALE	FL	US	33321
10158.87	4463383	CITY OF TAMARAC	2000668057	CITY OF TAMARAC	7525 NW 88TH AVE		FORT LAUDERDALE	FL	US	33321
7775.79	4463383	CITY OF TAMARAC	1002253524	CITY OF TAMARAC	10101 STATE ST		FORT LAUDERDALE	FL	US	33321
8063.43	4463383	CITY OF TAMARAC	2000668057	CITY OF TAMARAC	7525 NW 88TH AVE		FORT LAUDERDALE	FL	US	33321
0	4463383	CITY OF TAMARAC	2000668057	CITY OF TAMARAC	7525 NW 88TH AVE		FORT LAUDERDALE	FL	US	33321
0	4463383	CITY OF TAMARAC	2000668057	CITY OF TAMARAC	7525 NW 88TH AVE		FORT LAUDERDALE	FL	US	33321
8583.15	4463383	CITY OF TAMARAC	2000668057	CITY OF TAMARAC	7525 NW 88TH AVE		FORT LAUDERDALE	FL	US	33321
7908.79	4463383	CITY OF TAMARAC	403113118	CITY OF TAMARAC	10101 STATE STREET		TAMARAC	FL	US	33321
8097.16	4463383	CITY OF TAMARAC	1002253524	CITY OF TAMARAC	10101 STATE ST		FORT LAUDERDALE	FL	US	33321
1410.52	4463383	CITY OF TAMARAC	2000668057	CITY OF TAMARAC	7525 NW 88TH AVE		FORT LAUDERDALE	FL	US	33321

Ship to Id	Ship to Name	Ship to Address Line 1	Ship to Address Line 2	Ship to City	Ship to State	Ship to Country	Ship to Zip/Postal Code	Ship to Contact First name	Ship to Contact Last name	Ship to Email
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[illegible]

Initial Term (Months)	Billing Frequency	Automatically Renews For	Subscription ID	Reference Serial Number	Reference Instance Number	Auto Renewal Term
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IQ-2021-0132

Cisco SMARTnet Renewal

Closing Date: Friday, May 21, 2021

Submission Summary

<u>Vendor</u>	<u>City/Province</u>	<u>Submission Name</u>	<u>Unofficial Value or Notes</u>
Total Communications Inc	E Hartford, CT	Submission 1	Cisco SMARTnet Renewal: \$48,186.66
Presidio Network Solutions	Oakland Park, FL	Submission 1	Cisco SMARTnet Renewal: \$44,665.86
AIP US, LLC	Miami, FL	Submission 1	Cisco SMARTnet Renewal: \$46,182.23
NetXperts, Inc.	Walnut Creek, CA	Submission 1	Cisco SMARTnet Renewal: \$45,954.00
Sierra w/o Wires	Pittsburgh, PA	Submission 1	Cisco SMARTnet Renewal: \$19,228.03
CoreRecon LLC	corpus christi, texas	Submission 1	Cisco SMARTnet Renewal: \$21,487.26
Central Technology Services Corporation	OAKVILLE, Ontario	Submission 1	Cisco SMARTnet Renewal: \$45,576.67
IT Authorities	TAMPA, FL	Submission 1	Cisco SMARTnet Renewal: \$45,778.74

Witness (Print Name) *Signature* *Date*

Witness (Print Name) *Signature* *Date*

Witness (Print Name) *Signature* *Date*

AGREEMENT EXHIBIT CERTIFICATION

The CITY OF TAMARAC (City), a municipal corporation with principal offices located at 7525 NW 88th Avenue, Tamarac FL 33321, and the undersigned CONTRACTOR executing this document by and through its authorized agent.

CONTRACTOR agrees to the following terms:

1. Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. CONTRACTOR further certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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. 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.

2. E-Verify

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

Presidio Networked Solutions LLC

ATTEST

Company Name

Signature of Corporate Secretary
Jay Staples

Signature
Keith Strohman, Senior Director

Type/Print Name of Corporate Secy.

Type/Print Name

Date

Date

(CORPORATE SEAL)



NON-COLLUSIVE AFFIDAVIT


State of MARYLAND)
County of HOWARD) ss.

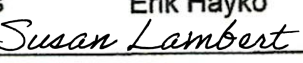
Keith Strohman being first duly sworn, deposes
and says that:

He/she is the Senior Director, (Owner, Partner, Officer,
Representative or Agent) of Presidio Networked Solutions LLC, the
Offeror that has submitted the attached Proposal;


1. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
2. Such Proposal is genuine and is not a collusive or sham Proposal;
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:



Witness Erik Hayko


Witness Susan Lambert

By 

Keith Strohman

Printed Name
Senior Director

Title

NON-COLLUSIVE AFFIDAVIT ACKNOWLEDGMENT

State of Maryland
County of Howard

On this the 13 day of May, 2021, before me, the undersigned Notary Public of the State of Florida, personally appeared

Keith Strohman, Senior Director, Presidio Networked Solutions LLC and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

Susan Lambert
NOTARY PUBLIC, STATE OF FLORIDA

Susan Lambert

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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

From: [William Harrison](#)
To: [James Twigger](#)
Cc: [Mirza Mirely](#)
Subject: [EXTERNAL] CoreRecon - RFP 2021-0132
Date: Tuesday, June 1, 2021 9:31:05 AM
Attachments: [image002.png](#)

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

James,

Good morning. I hope you had a good (read relaxing) Memorial Day weekend. I wanted to touch base with you this morning on the Bid that we submitted for the SMARTnet renewals. I apologize for creating undue stress on your evaluation processes. I checked with my account representatives twice on the pricing we were given and both times, they confirmed it was good. After speaking with an engineer at Cisco and reviewing the documents with him, he stated to me that we were , in fact, quote on a one year renewal; and not the three year as all of the other reps had stated. I cornered one of them on the phone and email; he of course fumbled around with several excuses. I, sir, will make no excuses. I am in the wrong and must apologize. While we will certainly be out of the ballpark on this RFP, I sincerely hope you keep CoreRecon under close consideration when reviewing future proposals. This mishap will only strengthen our desire to forge a sense of reliability as a partner in the IT operations of the City of Tamarac. Again, we deeply regret this mishap and will strive to do that much better moving forward. If you have any further questions please do not hesitate to call me personally.

Thank You,

Bryan Harrison
(361) 248-3258

Icon? ? Description automatically generated



From: James Twigger <James.Twigger@tamarac.org>

Date: May 26, 2021 at 7:18:44 PM CDT

To: John Martinez <john@corerecon.com>

Subject: RE: City of Tamarac - IQ-2021-0132 - Cisco SMARTnet Renewal

Good evening John,

We recently received your response/bid for IQ-2021-0132 - Cisco SMARTnet Renewal. First, we appreciate your time and assistance. At present, we are reviewing responses/bids, and noticed that your bid is well below the expected total cost. A copy of your bid is attached as reference, along with the Cisco BOM (retail quote).

Can you kindly assist with the following:

1. Please confirm that your company is an authorized Cisco Systems partner and/or reseller.
2. Please re-review your quote/cost, and confirm that it is accurate, taking into account the Service Levels, Start Dates and End Dates for each renewal item (on average a 3 year renewal for each ... all co-terminated ultimately).

Thank you!

James Twigger
CGCIO, CPPT, ITIL, MS, MCSE, N+
Assistant Director | Information Technology
(954) 597-3904 | www.tamarac.org
10101 State Street, Tamarac, FL 33321

The City of Tamarac is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.

From: [Heaven Morgan](#)
To: [James Twigger](#); [RFP](#)
Subject: [EXTERNAL] RE: City of Tamarac - IQ-2021-0132 - Cisco SMARTnet Renewal
Date: Thursday, May 27, 2021 1:30:03 PM
Attachments: [image001.png](#)
[image003.jpg](#)
[image004.png](#)
[image002.jpg](#)
[2021-05-06 Cisco Retail Quote 241768431.xlsx](#)

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Good afternoon,

Due to a miscommunication, our quote was incorrect; the updated quote is attached. Furthermore, we are an authorized Cisco Systems partner/reseller. If there is any additional information needed, please let me know. Thank you for bringing this matter to my attention.

All the best,

Heaven Morgan

Contract Administrator

Direct: 412.722.1553

Main: 866.707.5869

Fax: 412.774.2469

Email: Hmorgan@SierraExperts.com

Request Help: [Support Portal \(SIM\)](#)

Sierra Experts 

2 Robinson Plaza, Suite 300, Pittsburgh, PA 15205-1017

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From: James Twigger <James.Twigger@tamarac.org>

Sent: Wednesday, May 26, 2021 8:17 PM

To: RFP <RFP@SierraExperts.com>

Subject: RE: City of Tamarac - IQ-2021-0132 - Cisco SMARTnet Renewal

Good evening Heaven,

We recently received your response/bid for IQ-2021-0132 - Cisco SMARTnet Renewal. First, we appreciate your time and assistance. At present, we are reviewing responses/bids, and noticed that your bid is well below the expected total cost. A copy of your bid is attached as reference, along with the Cisco BOM (retail quote).

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1. Please confirm that your company is an authorized Cisco Systems partners and/or reseller.
2. Please re-review your quote/cost, and confirm that it is accurate, taking into account the Service Levels, Start Dates and End Dates for each renewal item (on average a 3 year renewal for each ... all co-terms ultimately).

Thank you!

James Twigger
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Assistant Director | Information Technology
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Title - TR13628 - Accepting LWCF grant for Sunset Point Park

A Resolution of the City Commission of the City of Tamarac, Florida accepting a Land and Water Conservation Fund (LWCF) grant award in the amount of \$400,000 from the U.S. Department of the Interior (DOI) through the Florida Department of Environmental Protection (FDEP); authorizing the appropriate City Officials to execute a project agreement between FDEP and the City of Tamarac for grant funding in the amount of \$400,000 for the Sunset Point Park project; providing for a one to one match in local funds in an amount not to exceed \$400,000; providing for acceptance of the award and execution of necessary documents pending legal review; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 2


ATTACHMENTS:

Description	Upload Date	Type
TR13628 - Memo - LWCF grant - Sunset Point	6/10/2021	Cover Memo
TR13628 - Memo backup material - TR13582 memo	6/10/2021	Backup Material
TR13628 - Memo backup material - R-2021-049	6/10/2021	Backup Material
TR13628 - Reso - LWCF grant - Sunset Point Park	6/10/2021	Resolution
TR13628 - Exhibit A - LWCF Agreement	6/16/2021	Exhibit

City of Tamarac
Interoffice Memorandum
Financial Services Department

To: Michael C. Cernech, City Manager

Through: Christine Cajuste, Director of Financial Services

From: Michael Gresek, Grants Administrator 

Date: June 9, 2021

Re: TR#13628: Accepting and Authorizing the Execution of a LWCF grant Agreement with FDEP for the Sunset Point Park Project

Recommendation:

The Director of Financial Services recommends the above referenced item be placed on the agenda for approval at the June 23, 2021 City Commission Meeting.

Issue:

The City is the recipient of a \$400,000 Land and Water Conservation Fund (LWCF) grant award from the US Department of Interior (DOI) through the Florida Department of Environmental Protection (FDEP) for the Sunset Point Park project. The attached Resolution provides for acceptance of the grant award and the execution of necessary documents, including a grant agreement (Exhibit A) to receive the grant funding.

Background:

FDEP offers grants to municipalities to provide for outdoor recreational amenities at public parks through their LWCF grant program. The City of Tamarac has been very successful over the years in securing grant funding through this grant program for park facilities and this award is our latest addition.

The scope of the project covered by the grant includes several enhancements consisting of the development of a new nature/study observation boardwalk/hammock, ADA (Americans with Disabilities Act) compliant trail, installation of landscaping and lighting, and rehabilitations to a picnic facility.

Fiscal Impact:

The Sunset Point Park project was approved and an RFP was awarded in April 2021 via R-2021-049 in the amount of \$773,342. A copy of this Resolution and staff memo are attached for your reference. Funds are provided for in the CIP budget of the project in PA15C.

There is also a one to one grant match requirement of up to the full LWCF grant award of \$400,000. Acceptance of the grant award will provide up to \$400,000 toward these amenities.

The agreement begins upon full execution of the documents by both parties and ends on 12/31/2023.

C: Greg Warner, Jack Strain, Maxine Callaway, John Doherty, Jeff Streder, Keith Glatz, Melissa Taylor

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21 03 004M
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech,
City Manager

FROM: Maxine Calloway,
Director of Community Development

DATE: March 30, 2021

RE: TR # 13582: Approval of Agreement with Techgroupone Inc., for The Sunset Point Park Artistic Structure

Recommendation:

The Director of Community Development recommends that the Mayor and City Commission approve the Agreement with Techgroupone Inc., for design, fabrication and installation of artistic structure comprised of a classroom and reflective kaleidoscope at Sunset Point Park at its April 14, 2021 meeting.

Issue:

The City's Public Art Committee is recommending the selection of Techgroupone Inc., for the design, fabrication and installation of an artistic structure comprised of a classroom and reflective kaleidoscope at Sunset Point Park.

Background:

The City, through its Public Art Committee has facilitated the installation of several significant Public Art pieces throughout the community. In furtherance of the City's objective in branding the City as a public art destination, the City Commission has directed the installation of artistic fencing and features/structures in City parks and facilities as a way of creating a common artistic theme in all public parks.

The Sunset Park artistic structure has been a visionary aspiration for the City for several years. In 2014, the City received a Twenty-Five Thousand (\$25,000) grant from the National Endowment for the Arts (NEA) for the design of the Project. Artist Margi Nothard was selected to design the innovative kaleidoscope type structure, comprising of an outdoor classroom to serve as an iconic artistic symbol in Tamarac's Sunset Point Park. The structure is expected to be seen from the Sawgrass Express way and serve as an environmentally friendly educational tool for residents and visitors to see the Everglades from the reflective kaleidoscope while enjoying the various plant species at the park.

On August 28, 2017, the City of Tamarac issued Bid Document No. 17-28R for the Design/Building Construction of Sunset Hammock Artistic Work, which was abandoned thereafter, due to the high bids received for the Project. In an effort to reduce the cost, on September 9, 2019, the City Commission provided consensus to Artist and Architect Margi Nothard to proceed with a low scale redesign of the artwork and the preparation of the Design and Specification Packet for a re-bid of the Project.

On June 11 2020 (Step 1) and then on November 19, 2020 (Step 2) the City of Tamarac issued Bid Document No. 20-11RP for Sunset Point Park to solicit competitive bids for the design, fabrication and installation of an artistic structure comprised of a classroom and reflective kaleidoscope at Sunset Point Park. The City received responses from both MBR Construction Inc., and Techgroupone Inc., for the design, fabrication and installation of the artistic structure comprised of a classroom and reflective kaleidoscope at Sunset Point Park.

The City Manager established a Selection Committee which comprised of the Assistant Director of Public Services/Capital Projects Manager, Senior Project Manager from Public Services, the City's Grants Administrator, Director of Community Development and the Assistant Director of Parks and Recreation. MBR Construction Inc., and Techgroupone Inc., were evaluated through the formal evaluation process, and Techgroupone, Inc, was ranked Number 1 (#1) with 535 points with MBR Construction Inc., receiving 522.5 Points.

Techgroupone has agreed to design, fabricate and install the artistic structure at Sunset Point Park at a contract price of \$773,342.09 which includes a federal grant of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00). In addition, staff is requesting the authorization for the inclusion of a City controlled contingency in the amount of \$77,334.21 representing approximately 10% of the contract cost.

In accordance with Section 5-305(b)(3) of the City of Tamarac Code of Ordinances, the Public Art Committee is required to make recommendations to the City Commission on art and artist selections. The Public Art Committee, therefore, recommends the selection of Techgroupone's proposal for the design, fabrication and installation of an artistic structure in the Sunset Point Park.

Analysis:

The City will enter into a contract with Techgroupone ("Contractor") in an amount not to exceed \$773,342.09 ("Agreement") for the design, fabrication and installation of the proposed artistic structure comprised of a classroom and reflective kaleidoscope (Work) as further outlined below:

- The Agreement is for \$773,342.09 to be paid based on certain deliverables as further outlined in the Agreement.
- A city-controlled contingency of \$77,334.21 or 10% of the contract value is added to the project budget to offset any unforeseen expenses.
- The City reserves the right to terminate the Agreement for convenience upon seven (7) days written notice by the City to Techgroupone. For such termination, Techgroupone will be paid its compensation for services performed to termination date.
- The Contractor is required to complete the fabrication, transportation and installation of the Work, within Three Hundred and Sixty-Five (365) calendar days from issuance of the Notice to Proceed.
- The Contractor is required to carry the appropriate insurance and levels as determined by the City.
- The City is responsible to maintain and repair the Work after the Work is accepted by the City.

City support of this initiative is consistent with the City's Strategic Plan, Goal #4:

"Tamarac is Vibrant".

Fiscal Impact:

The Public Art Program is funded by and through a public art fee generated from the construction value of improvements to real property in the City. As such, funds are generated on a continuous basis, and will be available in the Public Art Program to cover a portion of the contract costs associated with funding the Agreement. In addition, the City applied for and was awarded a Land and Water Conservation Grant in the amount of \$400,000 which will be applied to the total cost of the Project.



Maxine Calloway,
Community Development Director

Attachments: Temporary Resolution No. 13582
 Exhibit "A" – Agreement with Techgroupone, Inc.
 Sunset Hammock Conceptual for Sunset Point Park

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021 - 049

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED RFP NO. 20-11RP TO TECHGROUPONE INC., AND APPROVING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF TAMARAC AND TECHGROUPONE, INC. ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN, TO PROVIDE DESIGN/BUILD SERVICES FOR SUNSET HAMMOCK ARTISTIC WORK PROJECT AT SUNSET PARK LOCATED AT 11000 W MCNAB ROAD, TAMARAC, IN THE AMOUNT OF \$773,342.09; AUTHORIZING THE INCLUSION OF A CITY CONTROLLED CONTINGENCY IN THE PROJECT BUDGET IN THE AMOUNT OF \$77,334.21; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac desires to encourage and promote public art within the City; and

WHEREAS, the City is infusing public art into Sunset Park with the creation and installation of a one of a kind iconic kaleidoscope artwork ("Project") to be used as an educational art piece to reflect the natural environment and the Everglades from Sunset Point Park; and

WHEREAS, On August 28, 2017, the City of Tamarac issued Bid Document No. 17-28R for the Design/Building Construction of Sunset Hammock Artistic Work, which was abandoned thereafter, due to the high bids received for the Project; and

WHEREAS, On September 9, 2019, the City Commission provided consensus to Artist and Architect Margi Nothard to proceed with a low scale

redesign of the artwork and the preparation of the Design and Specification Packet for a re-bid of the Project; and

WHEREAS, On June 11 2020 (Step 1) and then on November 19, 2020 (Step 2) the City of Tamarac issued Bid Document No. 20-11RF for Sunset Point Park to solicit competitive bids for the design, fabrication and installation of an artistic structure comprised of a classroom and reflective kaleidoscope at Sunset Point Park; and

WHEREAS, the City received responses from both MBR Construction Inc., and Techgroupone Inc., for the design, fabrication and installation of the artistic structure comprised of a classroom and reflective kaleidoscope at Sunset Point Park; and

WHEREAS, MBR Construction Inc., and Techgroupone Inc., were evaluated through the formal evaluation process, and Techgroupone, Inc, was ranked Number 1 (#1) with 535 points with MBR Construction Inc., receiving 522.5 Points; and

WHEREAS, Techgroupone has agreed to design, fabricate and install the artistic structure at Sunset Point Park at a contract price of \$773,342.09; and

WHEREAS, the Directors of Community Development and Public Services and the Public Art Committee recommend that the City Commission Award Bid Document No. 20-11RF and authorize the appropriate City Officials to execute an Agreement with Techgroupone, Inc.; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to award Bid Document No. 20-11RF to Techgroupone Inc., and approve the

Agreement attached hereto as Exhibit "A" and incorporated herein, for a contract price of \$773,342.09 and to further authorize the inclusion of a City controlled contingency in the amount of \$77,334.21 representing approximately 10% of the contract cost;

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

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

SECTION 2: Bid Document No. 20-11RF is hereby awarded to Techgroupone Inc, and the appropriate City officials are hereby authorized to execute an Agreement with Techgroupone Inc. for a contract price of \$773,342.09 copy of said Agreement is attached hereto as Exhibit "A".

SECTION 3: A City controlled contingency in the amount of \$77,334.21 is hereby approved and included in the project budget.

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

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

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

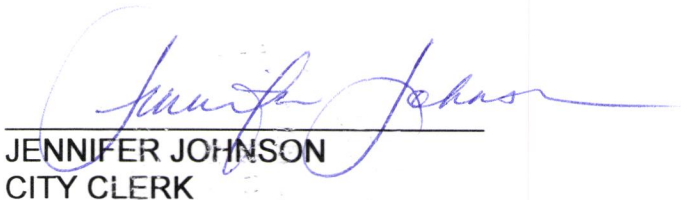
[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PASSED, ADOPTED AND APPROVED this 28th day of APRIL, 2021.



MICHELLE J. GOMEZ,
MAYOR

ATTEST:

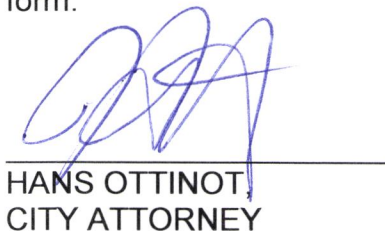


JENNIFER JOHNSON
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	<u>YES</u>
DIST 1: COMM. BOLTON	<u>YES</u>
DIST 2: COMM. GELIN	<u>YES</u>
DIST 3: V/M VILLALOBOS	<u>NO</u>
DIST 4: COMM. PLACKO	<u>YES</u>

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



HANS OTTINOT
CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

TECHGROUPONE, INC

THIS AGREEMENT is made and entered into this 28th day of April, 2021 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 **TECHGROUPONE, INC** a **FL** corporation with principal offices located at **8504 NW 66th ST Miami, FL 33166** (the "Contractor") to provide services to complete **Design / Build of Sunset Hammock Artistic Work Project - Steps 1 and 2.**

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, RFP Document No. 20-11RP for "Design / Build of Sunset Hammock Artistic Work Project", issued by the City of Tamarac on June 11, 2020 (Step 1) and November 19, 2020 (Step 2) including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions, Instructions to Proposer's), drawings and/or schematic plans, Technical Specifications, Design Criteria Package, all addenda, Exhibit A - Letter to Utilize Aluminum - 02-17-2021, Exhibit B - Part 200—Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards, the Contractor's Proposal response dated June 11, 2020 (Step 1) and November 19, 2020 (Step 2), and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between RFP 20-11RP for "Design / Build of Sunset Hammock Artistic Work Project" as issued by City, and the contractor's proposal responses; RFP 20-11RP for "Design / Build of Sunset Hammock Artistic Work Project" as issued by City shall take precedence over the contractor's proposal 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 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:

Insurance Requirements		
Line of Business / Coverage	Occurrence	Aggregate
Commercial General Liability Including:	\$2,000,000.00	\$3,000,000.00
Premises / Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products / Completed Operations		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Commercial Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's	Statutory	
Professional Liability (Errors and Omissions)	\$2,000,000.00	\$2,000,000.00
The Offeror must provide the City with evidence of Professional Liability insurance with at a minimum of One Million dollars (\$1,000,000.00) per occurrence and in the aggregate "Claims-Made" forms are acceptable for Professional Liability.		
Builder's Risk Insurance: In the amount not less than the replacement cost for the construction of the work. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value of the amount of the project.		

work. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value of the amount of the project.

Excess liability is not required but the City will accept it if the General Liability cannot cover the \$2M/\$3M

4. PERFORMANCE, PAYMENT AND WARRANTY BONDS

- 4.1 Within fifteen (15) calendar days after contract award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish the CITY a Performance Bond and Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570.
- 4.2 The Contractor shall be required to provide acceptable, separate Performance and Payment Bonds in the amount of one hundred 100% of the bid award amount as security for the faithful project performance and payment of all the Contractor's obligations under the contract documents, per City Code Section 10-156. The Performance Bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The Payment Bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law and that they shall indemnify and hold harmless the CITY to the extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law. Payment and Performance Bonds must be submitted on City forms, included herein.
- 4.3 Warranty Bond shall be submitted to the City for twenty-five percent (25%) of the total value of the contract (including executed change orders) and come into effect one (1) year after final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents. Successful Bidder shall correct any defective or faulty work or material which appear within one (1) year after final payment of the Contract, upon notification by CITY. The Warranty Bond shall cover all costs of labor as well as materials.
- 4.4 Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Performance and Payment Bond or **Bonds referenced above shall be recorded in the Public records of Broward County at the Bidder's expense. Proof of recording must be submitted to the City prior to issuance of any purchase order or payment by the City.** One (1) set of original Performance and Payment Bond documents is required to be provided to the City prior to the issuance of any Notice to Proceed by the City

5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 5.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within **Four Hundred Ten (410)** Calendar days for Final Completion from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. The work under this agreement shall be substantially complete (i.e. Substantial Completion) within

Three Hundred Sixty-Five (365) calendar days from issuance of City's Notice to Proceed.

- 5.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

6. **CONTRACT SUM**

The Contract Sum for the above work is a "not to exceed" total of: Seven Hundred Seventy-Three Thousand Three Hundred Forty-Two Dollars and Nine Cents (\$773,342.09) which includes a federal grant of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00).

7. **PAYMENTS**

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of ten percent (10%) will be deducted from monthly payments until fifty percent (50%) of the project is complete. Retainage will be reduced to five percent (5%) thereafter, upon City review and approval. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. The Contractor shall invoice the City for final payment and provide a written request to the City to commence the one (1) year warranty period, from the date of City approval of Final Payment. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

8. **REMEDIES**

- 8.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
- 8.2 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.

9. **CHANGE ORDERS**

- 9.1 All Change Orders shall include a maximum Overhead and Profit, not to exceed five percent (5%) and five percent (5%) respectively.
- 9.2 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable

to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work.

- 9.3 The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.
- 9.4 The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.
- 9.5 The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.
- 9.6 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.
- 9.7 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.
- 9.8 In the event satisfactory adjustment cannot be reached by City and Contractor for any item requiring a change in the contract, and a change order has not been issued, City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

10. LIQUIDATED DAMAGES

Project Substantial completion shall be within Three Hundred Sixty-Five (365) calendar days from Contractor's receipt of City's Notice to Proceed. Final Completion shall be within Four Hundred Ten (410) calendar days from date of City's Notice to Proceed. All time limits stated in the Contract Documents are of the essence of the Agreement. The parties acknowledge that damages arising from delay in meeting these time limits are difficult or impossible to ascertain. Therefore, the parties hereby agree that in the event that the Contractor fails to meet the time limits, as may be extended by the City in accordance with the terms of the Agreement or as otherwise provided in the Agreement, liquidated damages will be assessed against Contractor in the amount of **Five Hundred Dollars and Zero Cents (\$500.00)** for each calendar day beyond the time imposed until such work is completed.

11. NO DAMAGES FOR DELAYS

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

12. WAIVER OF LIENS

Prior to final payment of Contract Sum, a final waiver of lien shall be submitted to City by Contractor from all suppliers, subcontractors, and/or Contractors who submitted a "Notice to Owner" and a Consent of Surety on behalf of any and all other suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

13. WARRANTY

Contractor warrants the work against defect for a period of **one (1)** year from the date of City approval of final payment. In the event that defect occurs during this time, Contractor shall

perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to the affected area or to interior structure. The one (1) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

14. INDEMNIFICATION

- 14.1** 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.
- 14.2** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

- 15.1** During the performance of the Contract, 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.
- 15.2** 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.

16. 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.

17. ASSIGNMENT AND SUBCONTRACTING

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

18. NOTICE

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

CITY

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

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

Ottinot Law, P.A.
5944 Coral Ridge Drive, PM # 201
Coral Springs, FL 33076-3300

CONTRACTOR

Name: TECHGROUPONE, INC
Address: 304 Indian Trace #641 WESTON, FL 33326
FIN/EIN: 65-1099373
Contract Licensee: CGC1523588
Contact: MAGGI, JUAN C
Email: contractor@techgroupone.com
Phone: 305-517-3040 8000
Fax: 954-642-9814

19. TERMINATION

19.1 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.

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

20. AGREEMENT SUBJECT TO FUNDING

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

21. VENUE

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

22. SIGNATORY AUTHORITY

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.

23. SEVERABILITY; WAIVER OF PROVISIONS

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

24. UNCONTROLLABLE CIRCUMSTANCES

- 24.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions, such as delays in permitting due to outside agencies, which are beyond the Contractor's control.
- 24.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

25. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement

can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

26. NO CONSTRUCTION AGAINST DRAFTING PARTY

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

27. CONTINGENT FEES

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.

28. SCRUTINIZED COMPANIES - 287.135 AND 215.473

28.1 By execution of this Agreement, 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 the Iran Petroleum Energy Sector List, or 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.

28.2 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.

29. PUBLIC RECORDS

29.1 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:

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

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

- 29.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement and any renewals thereof if CONTRACTOR does not transfer the records to the CITY.
- 29.1.4 Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of CONTRACTOR, or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.
- 29.2 During the term of this Agreement and any renewals, CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

30. **CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS**

The Contractor 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).

287.0582 Contracts which require annual appropriation; contingency statement.—No executive branch public officer or employee shall enter into any contract on behalf of the state, which contract binds the state or its executive agencies for the purchase of services or tangible personal property for a period in excess of 1 fiscal year, unless the following statement is included in the contract: "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature."

31. **E-VERIFY**

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

32. 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**

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 duly authorized to execute same.

CITY OF TAMARAC


Michelle J. Gomez, Mayor

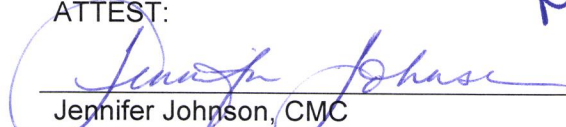
Date


Michael C. Cernech, City Manager

Date

3-18-21


ATTEST:


Jennifer Johnson, CMC
City Clerk

Date

4-29-2021


Approved as to form and legal sufficiency:


Hans Ottinot, Interim City Attorney

Date

3/15/21

ATTEST:



Signature of Corporate Secretary

JUAN C. MAGGI

Type/Print Name of Corporate Secy.

TECHGROUPONE, INC

Company Name


Signature of President

JUAN C. MAGGI

Type/Print Name of President

2/22/2021

Date

(CORPORATE SEAL)



Phone: (305) 517-3040

Email: contractor@techgroupone.com

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA :
COUNTY OF MIAMI-DADE :SS

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 JUAN C. MAGGI the President of TECHGROUPONE, INC a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of February 22, 2021.





Signature of Notary Public
State of Florida at Large
Oscar E. Tuero My Commission GG#983056

Expires 4/29/2024

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.



February 19, 2021

City of Tamarac
Purchasing and Contract Division
7525 NW 88th Ave
Tamarac, FL 33321

RE: 20-11RP Design Build of Sunset Hammock Artistic Work Project

MATERIALS STEEL / ALUMINUM

As we mentioned at the Oral Presentation on February 1st, 2021 about one of the points of clarification regarding the utilization of materials such as Steel or Aluminum for the fabrication of the Artistic Work elements, we have discussed with our steel/aluminum provider and confirmed that the utilization of Aluminum or Steel will not affect the costs of the Project since the price for both materials will be the same.

All prices on our proposed estimate including the steel/aluminum work, were calculated based on the conceptual design included in the Design criteria Package provided. We agree to use aluminum in lieu of the specified steel at no additional cost.

Sincerely,

Juan C. Maggi
President



TechGroupOne
General Contractor
Licensed & Insured CGC1523588

Phone: (305) 517-3040
Email: contractor@techgroupone.com

www.techgroupone.com

FEDERAL CERTIFICATIONS
EXHIBIT B FOR AGREEMENT FUNDED BY U.S. FEDERAL
GRANTS

TO WHOM IT MAY CONCERN:

The project is projected be partially or fully funded through a federal grant. Therefore, Bidder / Proposer should familiarize themselves with all regulations and requirements contained in 2 C.F.R. part 200.

The following certifications and provisions may be required and will apply if the City of Tamarac expends funds from federal grants for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the grant recipient shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____

Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does Vendor agree? YES _____

Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____

Initials of Authorized Representative of offeror

~~**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted**~~

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of offeror

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____

Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES _____

Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

Does Vendor agree? YES _____

Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____

Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does Vendor agree? YES _____

Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____

Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: _____ **TECHGROUPONE INC**

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

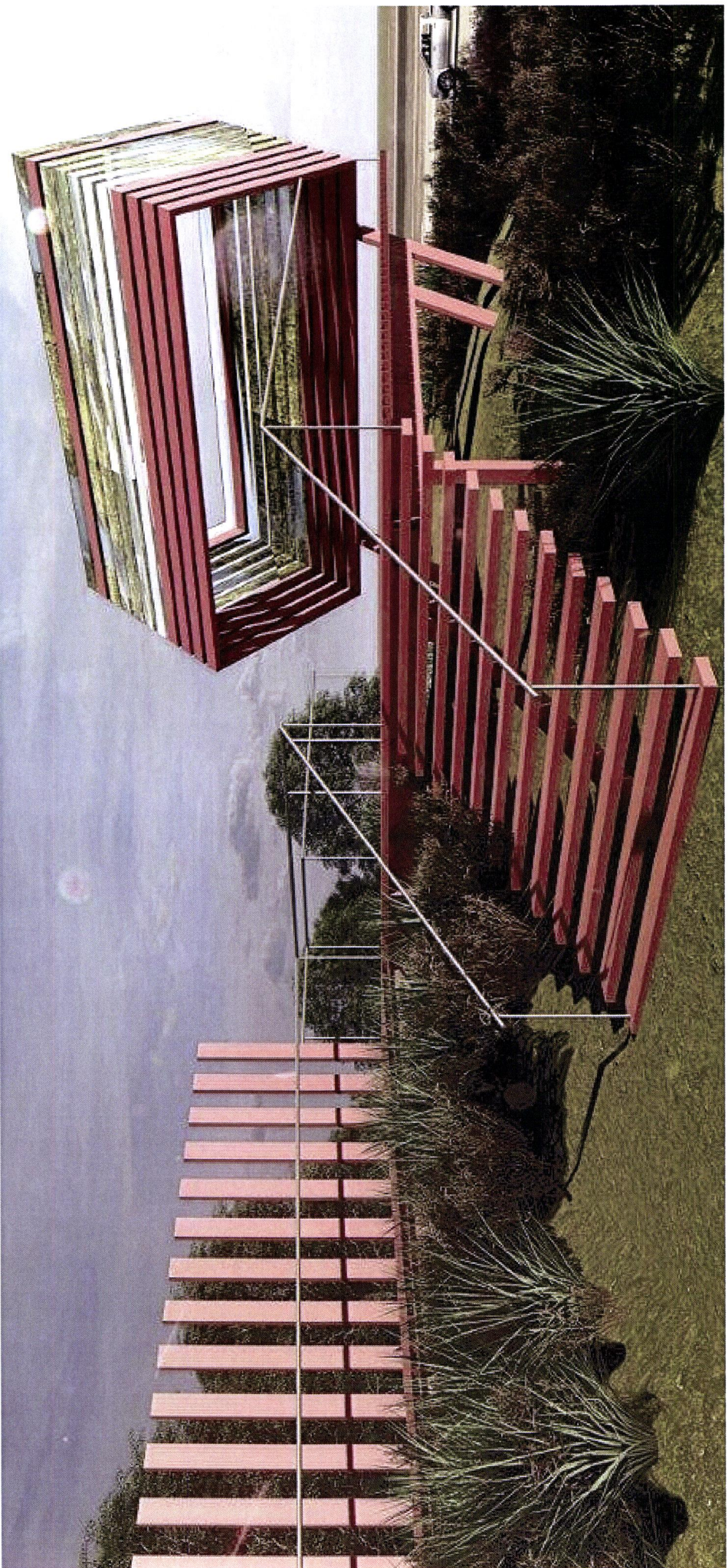
Address, City, State, and Zip Code: 8504 NW 66th St Miami, Florida 33166

Phone Number: (305) 517 - 3040 ext 8000 Fax Number: (954) 642 - 9814

Printed Name and Title of Authorized Representative: JUAN C. MAGGI - PRESIDENT

Email Address: contractor@techgroupone.com

Signature of Authorized Representative:  Date: 2/22/2021



CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA ACCEPTING A LAND AND WATER CONSERVATION FUND (LWCF) GRANT AWARD IN THE AMOUNT OF \$400,000 FROM THE US DEPARTMENT OF THE INTERIOR (DOI) THROUGH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP); AUTHORIZING THE CITY MANAGER AND APPROPRIATE CITY OFFICIALS TO EXECUTE A LWCF GRANT AGREEMENT AND NECESSARY DOCUMENTS PENDING LEGAL REVIEW BETWEEN FDEP AND THE CITY OF TAMARAC FOR GRANT FUNDING IN THE AMOUNT OF \$400,000 AND PROVIDE FOR A ONE TO ONE MATCH IN LOCAL FUNDS UP TO AN AMOUNT NOT TO EXCEED \$400,000 FOR THE SUNSET POINT PARK PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tamarac desires to provide its residents and visitors a higher level of service by enhancing and improving its outdoor recreation facilities and environment; and

WHEREAS, the US Department of Interior (DOI) via the Florida Department of Environmental Protection (FDEP), provides grants to local governments through the Land and Water Conservation Fund (LWCF) program to develop land for public outdoor recreation; and

WHEREAS, the City of Tamarac wishes to enhance Sunset Point Park and included the project in the City's Adopted FY2016 & 2021 Capital Improvement Program (CIP); and

WHEREAS, the City of Tamarac was awarded a LWCF Program grant for the development of the Sunset Point Park project under the 2019-2020 LWCF grant cycle; and

WHEREAS, the LWCF grant program requires and the City is willing to provide up to a one-to-one match not to exceed \$400,000 in local funds; and

WHEREAS, the Directors of Financial Services and Parks and Recreation recommend acceptance of these grant funds and execution of the grant agreement between FDEP and the

City of Tamarac for the Sunset Point Park project in the amount of \$400,000 pending legal review which is attached HERETO as Exhibit A and is incorporated HEREIN by this reference; 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 accept LWCF grant funding and to execute the LWCF agreement in the amount of \$400,000 and provide up to a one-to-one match not to exceed \$400,000 in local funds for the Sunset Point Park project

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

Section 1: The foregoing “WHEREAS” clauses are HEREBY ratified and confirmed as being true and correct and are HEREBY made a specific part of this Resolution. All Exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2: The City Commission of the City of Tamarac HEREBY accepts the \$400,000 Land and Water Conservation Fund (LWCF) grant award from the US Department of Interior (DOI) through the Florida Department of Environmental Protection (FDEP) for the Sunset Point Park project.

Section 3: The Tamarac City Manager and appropriate City Officials are HEREBY authorized to execute a LWCF grant agreement and necessary documents pending legal review between FDEP and the City of Tamarac for grant funding in the amount of \$400,000 and provide for a one to one match in local funds up to an amount not to exceed \$400,000 for the Sunset Point Park project.

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, or 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 application of this Resolution.

Section 6: This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2021.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN, JR.
CITY ATTORNEY

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

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

1. Project Title (Project): **Sunset Point Park** Agreement Number: **LW728**

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

Grantee Name: **City of Tamarac** Entity Type: **Local Government**
Grantee Address: **7525 NW 88th Avenue, Tamarac, FL 33321-2401** FEID: **59-1039552** (Grantee)

3. Agreement Begin Date: **upon execution** Date of Expiration: **December 31, 2023**

4. Project Number: **LW728** Project Location(s): **11000 W. McNab Rd., Tamarac, FL 33321-9216**
(If different from Agreement Number)

Project Description: **Development of a new nature/study observation boardwalk, ADA trail, installation
of landscaping and lighting, and renovation of a picnic facility.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$400,000.00	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	Line Item No.1727, GAA, FY 2020-2021	\$400,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		\$400,000.00
Total Amount of Funding + Grantee Match, if any:			\$800,000.00

6. Department's Grant Manager Name: **Angie Bright** Grantee's Grant Manager Name: **Maxine Calloway**
or successor or successor
Address: **3900 Commonwealth Blvd.
MS# 585
Tallahassee, FL 32399** Address: **7525 NW 88th Avenue
Tamarac, FL 33321-2401**
Phone: **850-245-2501** Phone: **954-597-3530**
Email: **angie.bright@floridadep.gov** Email: **Maxine.Calloway@tamarac.org**

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

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input checked="" type="checkbox"/> Attachment 7: LW728 Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	P20AP00467
Federal Award Date to Department:	1/1/21
Total Federal Funds Obligated by this Agreement:	\$400,000.00
Federal Awarding Agency:	National Park Service
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Tamarac

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

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

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Attachment 1

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LW728**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Sunset Point Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on or after April 16, 2021, through the Project Completion Date.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

This Agreement requires at least a fifty percent (50%) non-federal match from the Grantee towards the work funded under this Agreement. Therefore, the Grantee is responsible for providing \$400,000.00 towards the Project funded under this Agreement. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.

All required matching funds shall meet the federal requirements established in 2 CFR § 200.306 and other federal statutory requirements, as applicable. Grantee acknowledges and agrees to provide eligible match types as set forth in the LWCF Federal Financial Assistance Manual <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>. Grantee acknowledges and agrees not to provide ineligible match sources, including real property acquired or funds obtained from any of the following sources:

- a. Florida Recreation Development Assistance Program (FRDAP), Recreation Trails Program (RTP), and LWCF;
- b. Donated value of real property acquired prior to Department approval or through Land and Water Conservation Fund; and
- c. Other state or federal grant or land acquisition programs such as: legislative special interest projects, Save Our Coast Program, Preservation 2000, Florida Forever, Conservation and Recreation Lands Program, Save Our Rivers Program, and Land Acquisition Trust Fund.

Real property donated as all, or part of the Grantee's required match must be appraised prior to commencement of the Project. Pursuant to subsection 62D-5.071(9), F.A.C., the Grantee shall submit appraisal(s), obtained at its own expense and prepared in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions ("UASFLA"). The appraisal must establish the fair market value of the Project site. Property appraised at \$500,000 or less requires one (1) appraisal. Property exceeding \$500,000 in appraised value requires a second appraisal. The appraisal(s) shall be dated no earlier than six (6) months prior to the closing date of the LWCF application submission period. The appraisal must be prepared by an appraiser on the list of approved appraisers maintained by the Department's Division of State Lands under the provisions of Sections 253.025(6)(b), 259.041(7)(c), F.S., and Rule 18-1.007, F.A.C. Property value is based on the purchase price or appraised value, whichever is lower; if two (2) appraisals are required, the property value is lowest of the two appraisals or the purchase price. Appraisal costs shall not be reimbursed under the terms and conditions of this Agreement. If the negotiated purchase price or approved appraised value is greater than the annual appropriation by USDO, NPS and the Florida Legislature, the Grantee must pay the additional cost.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. **Comprehensive General Liability Insurance.**
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. **Commercial Automobile Insurance.**
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. **Workers' Compensation.**
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN
LAND AND WATER CONSERVATION FUND PROGRAM (LWCF)
 Project Name: Sunset Point Park
 Grantee Name: City of Tamarac
 LWCF Project # LW728

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the LWCF Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, and must be pre-approved by the Department and NPS, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the LWCF Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 11000 W. McNab Rd., Tamarac, FL 33321-9216 and is considered a "Development Project" pursuant to subsection 62D-5.070(5)(b), F.A.C.

Project Completion: The Project Completion Date for this Agreement is August 31, 2023.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. Required match for development projects will be provided by cash, in-kind services, or donated real property, as set forth in subparagraph 62D-5.070(6)(b)1., F.A.C. Required match for acquisition projects will be provided by cash or real property donated, as set forth in subparagraph 62D-5.070(6)(b)2., F.A.C. The total estimated Project cost provided below is based on the approved LWCF Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$400,000.00
Required Grantee Match Amount:	\$400,000.00
Total Estimated Project Cost:	\$800,000.00
Match Ratio:	50%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1	DELIVERABLE 1		
1.A. Development of Commencement Documentation Checklist (DRP-122) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	The Department will issue "Notice to Commence" upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-122) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project	180 calendar days after Execution of Agreement ²	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

	inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.		
TASK 2	<p>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</p> <p>DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-125)</p> <p>2.C. Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p>	Due August 31, 2023, which shall also be the Project Completion Date ³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under LWCF; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. LWCF documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/land-and-water-conservation-fund-program> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Rule 62D-5.073, F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount
Federal Program A	U.S. Department of Interior, National Park Service	15.916	Outdoor Recreation, Acquisition, Development and Planning – Land and Water Conservation Fund Grants	\$ 400,000.00
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount
				\$

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Total Award				\$ 400,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS

LAND AND WATER CONSERVATION FUND PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Grantees can find the Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement at <https://floridadep.gov/lands/land-and-recreation-grants/content/lwcf-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to starting the Project, the Grantee will provide to the Department all documentation listed on the Commencement Documentation Checklist, DRP-122. Once the commencement documentation is approved, the Department will issue a written "Notice to Commence" to the Grantee. **The Grantee MAY NOT proceed until the Department issues a "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to reimburse Grantee for fees, costs, or general expenses of any kind.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. Grantees should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **A Grantee may alter a conceptual site plan only after written approval by the Department and National Park Service (NPS).** All utility lines installed within the Project site must be placed underground.

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department.

4. The following supplements paragraph 2.d., Attachment 1, Standard Terms and Conditions:

The Department may, and in certain circumstances the NPS must, approve any changes to this Agreement. The Grantee may submit a request for an amendment to the Department's Grant Manager, who will determine whether the request requires NPS approval. This Agreement may be amended to provide for additional services if additional funding is made available by USDOJ, NPS, and the Florida Legislature.

5. The following paragraphs is added to paragraph 2, Attachment 1, Standard Terms and Conditions:

- f. The costs must meet all requirements and financial reporting of the LWCF Program and rules and regulations applicable to expenditures of federal and state funds. These rules and regulations are hereby adopted and incorporated by reference.
- g. This Agreement is not transferable.

6. The following replaces paragraph 8.d, Attachment 1, Standard Terms and Conditions:

d. Reimbursement for Costs.

Project costs will be reimbursed as provided in paragraph 62D-5.073(2)(a), F.A.C., the LWCF Manual, and in the Project Agreement. Project costs must be incurred between the effective date of this Agreement and the Project Completion Date. The Grantee will be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of all deliverables identified in the Grant Work Plan. Reimbursement must be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all LWCF requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. If

the total cost of the Project exceeds the grant amount and the required match, the Grantee must pay the excess cost.

7. The following paragraph is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. Cost Limits. Pursuant to paragraph 62D-5.073(2)(b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that they do not exceed fifteen percent (15%) of the total Project cost.
8. The following replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and the availability of funding and grants from the USDOJ and NPS. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if USDOJ, NPS, and/or the Florida Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of LWCF Program Funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

- a. The Grantee must utilize Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, and to schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).

10. Site Dedication.

The interest in land developed or acquired by the Grantee with LWCF Program Funds shall be subject to the site dedication requirements set forth in Chapter 62D-5, F.A.C. and of the LWCF Act, specifically Section 6(f)(3), as codified in 36 CFR § 59.3. Pursuant to the LWCF Act and general requirements of the LWCF Program, land owned by the Grantee that is developed or acquired with LWCF Program Funds shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public. Land that is leased from the federal government or another public agency by Grantee must include safeguards to ensure the perpetual use requirement contained in the LWCF Act. Safeguards include such things as joint sponsorship of the Project or an agreement between the Parties that the lessor will assume compliance responsibility for the Project site in the event of default by the lessee (Grantee) or termination or expiration of the lease. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the public of the State of Florida. These dedications must be recorded in the county's public property records by the Grantee in accordance with subsection 62D-5.074(1), F.A.C.

11. Management of Project Sites.

- a. Site Inspections. Department staff will periodically inspect LWCF Projects to ensure compliance with subsections 62D-5.074(1)-(3), F.A.C., and section 675.9 of the LWCF manual. Grantees must ensure by site inspections that the property acquired or developed through the LWCF is being operated and maintained for outdoor recreation purposes.
- b. Management. All projects must be open at reasonable times and be managed in a safe and attractive manner appropriate for public use. Facilities must be kept in reasonable repair for a minimum of 25 years from the date set forth on the project completion certificate to prevent undue deterioration.
- c. Non-Compliance. Before a project is closed, the Department and the NPS have the right to terminate a project agreement and demand return of the program funds for non-compliance by a grantee. Failure by a grantee to comply with the Agreement will result in the Department declaring the grantee ineligible for further participation

in LWCF until the Grantee comes into compliance as determined by the Department under this rule and the LWCF Manual.

- d. Survival. This provision shall survive termination, cancellation, or expiration of this Agreement.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Project Completion Certification.

Project completion means the Project is open and available for use by the public. To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-126, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement.

14. Signage.

Grantee must erect a permanent information sign on the Project site that credits funding, or a portion thereof, to the Florida Department of Environmental Protection and the Land and Water Conservation Fund Program. Use of the LWCF Logo on the permanent Project signs is required. Grantee is encouraged to position signage acknowledging LWCF assistance at entrances to outdoor recreation sites, at other appropriate on-site locations, and in folders and park literature. The acknowledgement of LWCF assistance will be checked during compliance inspections. The sign must be installed on the Project site and approved by the Department before the final Project reimbursement request is processed. The required LWCF Logo, LWCF Terms of Use, and sample sign are available online: <https://floridadep.gov/lands/land-and-recreation-grants/content/land-and-water-conservation-fund-program>. This provision shall survive termination, cancellation, or expiration of this Agreement.

15. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the LWCF program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in LWCF until the Grantee is in compliance pursuant to subsection 62D-5.074(4), F.A.C. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws. This provision shall survive termination, cancellation, or expiration of this Agreement.

16. Conversion.

This Project site acquired and/or developed with LWCF assistance must be retained and used for public outdoor recreation. This Project site so acquired and/or developed may not be wholly or partly converted to other than public outdoor recreation uses without the written approval of the NPS pursuant to the conversion provisions of Section 6(f)(3) of the LWCF Act, 36 CFR Part 59, the LWCF Manual, and all other applicable regulations. All conversion provisions and guidelines apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the Project in the assisted area or facility and consistent with the contractual agreement between USDO, NPS, and the State of Florida.

Should Grantee convert all or part of the Project site to other than public outdoor recreational uses, the Grantee is required to replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable or greater value, scope, and quality pursuant to LWCF mandates. All conversions require amendments to the original Project agreement (36 CFR § 59.3(c)). Therefore, amendment requests should be submitted concurrently with conversion requests. Project boundary maps must be submitted with the amendment request to identify the changes to the original area caused by the proposed conversion and to establish a new Project area pursuant to the substitution. Once conversion has been approved, replacement property should be immediately acquired. When it is not possible for replacement property to be acquired immediately, an express commitment to satisfy Section 6(f)(3) substitution requirements with a specified period, normally not to exceed one (1) year following conversion approval, is required. This commitment will be in the form of an amendment to the original Agreement. This provision shall survive termination, cancellation, or expiration of this Agreement.

ATTACHMENT 8

Contract Provisions for DOI-Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired

about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not

less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of \$150,000, the Recipient shall 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). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

12. Domestic Preferences for Procurement

The Recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

4. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Recipients must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

5. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Recipients must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.

6. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

7. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

8. Additional Lobbying Requirements

- (a) The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- (b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

- (c) Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

9. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act (“FFATA”) of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF INTERIOR-SPECIFIC

10. Department of Interior (DOI) General Terms and Conditions

Recipients shall comply with DOI General Terms and Conditions available at https://www.doi.gov/pam/programs/financial_assistance/TermsandConditions, and incorporated by reference.

11. DOI Regulations

Recipients shall comply with the following regulations: 2 CFR 1400-1402, 43 CFR 9, 43 CFR 17, 43 CFR 18, 43 CFR 41, and 43 CFR 44.

12. Drug-Free Workplace

Recipients must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1401. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

13. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

14. Deposit of Publications Produced under Grants

Pursuant to Departmental Manual 505 DM4 (DOI) and Service Manual FW1 (USFWS), any grant or cooperative agreement that will produce a publication (other than those listed as exceptions) must provide two copies of each publication to the Department of Interior’s Natural Resources Library. For a list of exceptions, transmittal requirements, and delivery information see Departmental Manual 505 DM 4, Deposit of Publications Produced under Grants at: <http://elips.doi.gov/ELIPS/DocView.aspx?id=1671>.

UNITED STATES FISH & WILDLIFE SERVICE-SPECIFIC

15. USFWS Financial Assistance Award Terms and Conditions

Recipients shall comply with the USFWS Financial Assistance Award Terms and Conditions applicable to the specific Federal Award funding source, available at <https://www.fws.gov/grants/atc.html>, and incorporated by reference.

NATIONAL PARKS SERVICE LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM-SPECIFIC

16. LWCF Federal Financial Assistance Manual

As applicable, Recipients shall comply with the LWCF Federal Financial Assistance Manual Effective October 1, 2008, or later, available at <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>, and incorporated by reference.

17. Historic Preservation

As applicable, Recipients shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*).

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Florida Department of Environmental Protection

Exhibit A

Land and Water Conservation Fund Program

Florida Recreation Development Assistance Program

Project Status Report

Required Signatures: Adobe Signature

Project Name: Project Number:

Project Sponsor:

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

[illegible]

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

<input type="checkbox"/>	January through April:	Due May 5 th
<input type="checkbox"/>	May through August:	Due September 5 th
<input type="checkbox"/>	September through December:	Due January 5 th

LIAISON: _____

Signature

DRP-109 (Effective 05-22-2015)

Date _____



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee

Project Name and Number

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date



Title - TR13630 - District 2 Parks & Recreation Board Appointment

A Resolution of the City Commission of the City of Tamarac, Florida, appointing Donnette Smith to the Parks and Recreation Board to serve a term concurrent with the appointing Commission member, or until such time as a new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 2

ATTACHMENTS:

Description	Upload Date	Type
TR13630 - D2 Board Appointment Memo	6/8/2021	Cover Memo
TR13630 - D2 Board Appointment Reso	6/8/2021	Resolution
Donnette Smith Application	6/8/2021	Backup Material

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY CLERK'S OFFICE**

**TO: Michael C. Cernech,
City Manager**

DATE: June 8, 2021

**FROM: Jennifer Johnson,
City Clerk**

**RE: TR13630: Appointing (1) Regular
Member to the Parks &
Recreation Board**

RECOMMENDATION:

Commissioner Gelin has selected Donnette Smith as the District 2 appointment to the Parks & Recreation Board. I am requesting TR13630 "Appointing Donnette Smith to the Parks & Recreation Board" be added to the June 23, 2021, City Commission agenda for consideration.

ISSUE:

Effective March 25, 2021, Natasha Exemar resigned as the District 2 appointee to the Parks & Recreation Board, resulting in a board member vacancy. Commissioner Gelin has selected Donnette Smith to fill the vacancy, and in accordance with Sec. 2-59(a), Ms. Smith's term will expire Nov. 8, 2022, or until such time new appointments are made.

BACKGROUND:

Division 2. Parks & Recreation Board

Sec. 15-41. – Creation

There is hereby created the parks and recreation board, which shall consist of five (5) regular members appointed by the city commission.

Sec. 15-42. – Powers and duties

The parks and recreation board shall make recommendations concerning recreational needs for the entire city, implementation of a means for achieving the goals, and make recommendations on existing and proposed programs. The board shall also undertake any project assigned by the city commission.

Sec. 15-43. – Membership

The members of the parks and recreation board shall be appointed by the city commission on an annual basis and serve at the pleasure of the commission without compensation. The chairman of the board shall be appointed by the city commission.

FISCAL IMPACT:

No fiscal impact.

District: 2

ATTACHMENT(S):

Advisory Board Application: Donnette Smith

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2020 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING DONNETTE SMITH TO THE PARKS AND RECREATION BOARD TO SERVE A TERM CONCURRENT WITH THE APPOINTING COMMISSION MEMBER, OR UNTIL SUCH TIME AS NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is desirous of appointing members to the Parks and Recreation Board ; and

WHEREAS, Natasha Exemar resigned as a member of the Parks & Recreation Board effective March 25, 2021, resulting in a board member vacancy; and

WHEREAS, in accordance with §2-58 of the Tamarac Code, the City Commission shall appoint qualified individuals to the respective positions ; and

WHEREAS, Donnette Smith has been identified to the fill vacancy on the Parks and Recreation Board; 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 appoint one (1) member to the Parks and Recreation Board, in accordance with the procedures set out in §2-58 of the Tamarac Code ; 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 following individual is hereby appointed to serve as a member of the Parks and Recreation Board that is concurrent with the appointing commission member, or until such time as new appointments are made.

<u>Name of Appointee</u>	<u>Board/Committee</u>	<u>Commission District</u>	<u>Term Ending</u>
Donnette Smith	Parks & Recreation	2	Nov. 8, 2022

SECTION 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5: This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this ____ day of _____,
2021.

Michelle J. Gomez

MAYOR

ATTEST:

Jennifer Johnson, CMC
CITY CLERK

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

John R. Herin, Jr.
CITY ATTORNEY



CITY OF TAMARAC
APPLICATION FOR BOARD AND COMMITTEE
APPOINTMENTS

Service on an advisory Board or Committee provides citizens with an opportunity to help shape future policy and strategic direction for the City of Tamarac. Tamarac residents are cordially invited to apply for appointment by the City Commission to a Board or Committee. Advisory board and committee members are voluntary positions and serve without benefit of compensation.

Please check Boards/Committees for which you wish to be considered:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Charter Board | <input checked="" type="checkbox"/> Diversity, Equity and Inclusion Advisory Board |
| <input checked="" type="checkbox"/> Parks and Recreation Board | <input checked="" type="checkbox"/> Planning Board |
| <input type="checkbox"/> Public Art Committee | <input checked="" type="checkbox"/> Veteran's Affairs Committee |
| <input type="checkbox"/> Sister Cities Committee | Other (Please specify): _____ |

Application is for: _____ Reappointment ☒ New appointment

PERSONAL:

Name: Donnette Telephone Number: 5613529020

Home Address: 5905 N. Plum Bay Pkwy Zip Code: 33321

Length of Residence in Tamarac (If applicable) 17 Years 2 Months

Length of Time as Business Person in Tamarac (If applicable) _____ Years _____ Months

E-Mail Address: _____

Development/Section Name and Number: dsmith1975@aol.com

Commission District Number: _____ Voting Precinct Number: _____

EDUCATION:

Name and location of High School: Ferncourt High

College (if appropriate): Nova Southeastern University

Years Completed: 2 Degree: MBA

Field of Study: Business Administration

Other professional or technical training (Name of school, course name, etc.):

Baruch College - New York

EMPLOYMENT:Current or most recent employer: Valley Forge FabricAddress: 1650 W. McNab RdPosition: AR Supervisor Years of Service: 1Duties: Accounts Receivable**OTHER QUALIFICATIONS:**

Please provide a brief statement outlining why you wish to potentially serve on the applicable advisory boards and/or committees selected. In addition, please feel free to attach a copy of your resume or vita (optional):

To be able to share my knowledge and insights for this great Community, which will help enhance future policies and give strategic direction for the City of Tamarac

MEMBERSHIPS:

Completion of this section is optional. The information will be helpful to the press if you are appointed; however, it is not a prime factor in making appointments.

Tamarac Organization**Years Member****Office Held (if any)****Outside City of Tamarac****ACKNOWLEDGMENT**

I understand that in accordance with the Florida Sunshine Law, this information will be posted for public review and I waive any objection to such publication.

I understand that appointment to any of the positions indicated above is a voluntary service, with no compensation or benefits.

If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City of Tamarac, Broward County and the State of Florida, particularly those pertaining to the conduct of public office and related financial disclosure requirements, if applicable to my position. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

Section 2-56 of the Tamarac Code provides each member of a board or committee of the City of Tamarac shall be a resident of the city. Failure to be a resident of the city shall result in forfeiture of the position on the board or committee. This section does not apply to staff appointed to a board, committee or commission as part of their work responsibilities. At their discretion, the Tamarac City Commission may waive the requirements of this section.

eSigned via SeamblesDocs.com*Donnette C Smith*Key: 218b3feaddb8d9e64ead33ce2d137e75Signature of ApplicantFebruary 17, 2021Date

**PLEASE RETURN THIS APPLICATION TO THE CITY CLERK'S OFFICE FOR PROCESSING.
City of Tamarac, 7525 Northwest 88 Avenue, Tamarac, FL 33321-2401 (954) 597-3505**

ADDENDUM TO ADVISORY BOARD AND COMMITTEE APPLICATION FORM

Applicant Name: Donnette

- 1 Do you have any relatives presently employed by the City of Tamarac? No

If yes, please state names and City departments/divisions: _____

- 2 Are you aware of any potential conflict of interest that may arise from your serving on City of Tamarac advisory boards and committees? NO If yes, please explain:

- 3 Do you presently have monies owed to the City of Tamarac which are delinquent?
If yes, please explain: No

- 4 Do you have any pending code violations relative to property owned by you within The City of Tamarac? If yes, please explain: No

- 5 Do you have any existing violations relative to other City codes? No

If yes, please list:

N/A



Title - Proclamation Supporting the City of Fort Lauderdale's Resolution to name a portion of Davie Boulevard after Rubin Stacy

Requested by Commissioner Gelin

ATTACHMENTS:

Description	Upload Date	Type
Proclamation - Rubin Stacy	6/16/2021	Backup Material
FLL - Draft Resolution renaming a portion of Davie Blvd. after Rubin Stacy	6/16/2021	Backup Material



Requested by Commissioner E. Mike Gelin

WHEREAS, according to records maintained by the National Association for the Advancement of Colored People (NAACP), between 1882 and 1968, approximately 4,743 people, mostly black Americans, were lynched in the United States of America, and of these, 282 were known to have occurred in the State of Florida; and

WHEREAS, the records further reveal that Rubin Stacy, a 29-year-old black American male, a husband, father, laborer, and resident of Broward County, was lynched in Fort Lauderdale, Florida on July 19, 1935; and

WHEREAS, there are various reports with conflicting accounts as to the allegations by a white woman who lived on Old Davie Road, now known as Davie Boulevard, just southwest of 31st Avenue, which led to Mr. Stacy's arrest and ultimate lynching; and

WHEREAS, Mr. Stacy was killed near the accuser's home, was left hanging from a tree while nearly 1,000 people went to see his mutilated body, and his death certificate lists "lynching by mob" as a contributing cause of death and the principal cause of death was a "broken neck and gunshot wounds through the heart;" and

WHEREAS, it is evident from all accounts and the record that Mr. Stacy was denied justice at the hands of a lynch mob; and

WHEREAS, the City of Tamarac City Commission is grateful to the City of Fort Lauderdale City Commission for its 2021 Resolution to recognize and memorialize Rubin Stacy by bringing awareness and education to the injustice and negative impacts surrounding acts of lynching, racial injustice, and social inequality by designating the segment of Davie Boulevard (State Road 736) between Interstate 95 ("I-95") and U.S. Highway 441 ("US-441"), also known as State Road 7, with the secondary street name of "Rubin Stacy Memorial Boulevard" in an effort to encourage the search for truth and reconciliation that leads to real solutions to contemporary problems;

NOW THEREFORE, on behalf of the City Commission, of the City of Tamarac, Broward County, Florida, do hereby proclaim

**Our Appreciation and Support for this Resolution by the City Commission
of the City of Fort Lauderdale**



RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, ADDING "RUBIN STACY MEMORIAL BOULEVARD" AS THE SECONDARY STREET NAME TO THAT SEGMENT OF DAVIE BOULEVARD (STATE ROAD 736) BETWEEN INTERSTATE 95 AND UNITED STATES HIGHWAY 441, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to records maintained by The National Association for the Advancement of Colored People (NAACP), between 1882 and 1968, approximately 4,743 people, mostly black Americans, were lynched in the United States of America; and

WHEREAS, these records further reveal that Rubin Stacy, a 29-year-old black American male laborer, was lynched in Fort Lauderdale, Florida, on July 19, 1935; and

WHEREAS, in various sources, Rubin Stacy's name also appears as "Rueben Stacey"; and

WHEREAS, according to the "Population Census 1935," Mr. Stacy was a married man, with a son, and was a resident of Fort Lauderdale, Florida; and

WHEREAS, various news reports have offered conflicting accounts as to the allegations by a white woman, who lived on Old Davie Road, now known as Davie Boulevard, just Southwest of 31st Avenue, which led to Mr. Stacy's arrest and ultimate lynching; and

WHEREAS, Mr. Stacy was killed near the accuser's home and was left hanging from a tree, while nearly one thousand people from all over South Florida came to see his mutilated body; and

WHEREAS, Mr. Stacy's death certificate lists "lynching by mob" as a contributing cause of his death and the principal cause of death was a "broken neck and gunshot wounds through the heart"; and

WHEREAS, a grand jury investigation into the lynching of Mr. Stacy was futile and did not identify any members of "the mob"; and

WHEREAS, photographs of crowds gawking at the body of the murdered Mr. Stacy, were used by the NAACP to support its efforts to pass an antilynching law, without success.

WHEREAS, on July 19, 2020, Broward County announced a proclamation designating that day as "Rubin Stacy Remembrance Day," in Broward County; and

WHEREAS, the City Commission of the City of Fort Lauderdale wishes to memorialize Rubin Stacy and bring awareness and education to the injustice and negative impacts surrounding acts of lynching, racial injustice, and social inequality by designating the segment of Davie Boulevard (State Road 736) between Interstate 95 ("I-95") and United States Highway 441 ("US-441"), also known as State Road 7, with the secondary street name of "Rubin Stacy Memorial Boulevard" in an effort to encourage the search for truth and reconciliation that leads to real solutions to contemporary problems; and

WHEREAS, Davie Boulevard (State Road 736) is a part of the State Highway System and its jurisdiction ranges between the State, Broward County, and local municipality; and

WHEREAS, pursuant to Florida Statutes Section 336.5(1), county commissioners are authorized to name and rename streets and roads, except state roads designated by number by the department, lying outside the boundaries of any incorporated municipality; and

WHEREAS, the segment of Davie Boulevard (State Road 736), between I-95 and US 441, is completely within the boundaries of the City of Fort Lauderdale, Florida; and

WHEREAS, pursuant to Florida Statutes Section 166.021, the City of Fort Lauderdale has the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Davie Boulevard will be retained as the primary street name; and

WHEREAS, the signage layout has been reviewed and approved by the Florida Department of Transportation;

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

SECTION 1. That the segment of Davie Boulevard (State Road 736) between I-95 and US-441 shall now be also known as "Rubin Stacy Memorial Boulevard."

SECTION 2. That the City Clerk is directed to provide a copy of this Resolution to the Broward County Traffic Engineer for future inclusion in the "Official Map of the City of Fort Lauderdale, Florida."

SECTION 3. That the City Clerk is directed to provide a copy of this Resolution to the City Engineer for future inclusion in the "Official Map of the City of Fort Lauderdale, Florida."

ADOPTED this ____ day of _____, 2021.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
JEFFREY A. MODARELLI



Title - TR13620 - Adoption of Economic Development Incentives Program for Commercial Corridor Revitalization

A Resolution of the City Commission of the City of Tamarac, Florida, to Adopt a Developer Incentives Economic Development Program Consisting of a Commercial Real Estate Development Accelerator (REDA) Grant and a Commercial Plaza Owner Façade and Exterior Improvements Grant as Recommended in the Economic Development Strategic Plan in Order to Facilitate Commercial Corridor Revitalization in an Allocation Not to Exceed \$3,500,000 and with Future Grant Projects to be Approved by the City Commission; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
Memo TR13620	6/8/2021	Cover Memo
Reso TR13620	6/9/2021	Resolution
Exhibit A - TR13620	6/8/2021	Exhibit
Exhibit B - TR3620	6/8/2021	Exhibit

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY MANAGER'S OFFICE**

TO: Michael C. Cernech, City Manager DATE: June 8, 2021

THRU: Kathleen Gunn,
Assistant City Manager 

FROM: Lori Funderwhite,
Economic Development Manager 

**RE: Temp. Reso #13620 Adoption of
Economic Development
Incentives Program for
Commercial Corridor
Revitalization**

Recommendation:

Staff recommend adoption of an economic development incentives grant program for commercial revitalization, as directed in the City of Tamarac's Comprehensive Plan Economic Development Element (2018-2022).

Issue:

Tamarac's Economic Development Strategic Plan 2018-2022 ("EDSP"), adopted by the City Commission in 2018, called for the adoption of a Developer Incentives Program to strengthen the City's "toolbox" of developer incentives for revitalization.

One of the City's top economic development strategic goals – which is a consistent goal across all of the City's plans including the City's Comprehensive Plan (2019) Economic Development Element, the Commercial Arterial Redevelopment Study (2014), and the Tamarac Strategic Plan 2040 (2020) – is to revitalize, modernize, develop and redevelop Tamarac's retail and commercial properties and corridors.

The proposed grant programs that follow herein are a targeted and strategic focused investment by the City to facilitate transformative change in our commercial redevelopment areas. As we continue to emerge from COVID and the near complete economic collapse last year for much of the retail industry especially, these grant programs represent the City's public investment as a public-private development partner to facilitate the revitalization and/or redevelopment of commercial properties in the community.

Background:

As one of the key strategic economic development goals for Tamarac is commercial corridor and retail property revitalization, toward that end, staff recommend the adoption of two specific Developer Incentive Programs that are intended to incentivize comprehensive and transformational change to revitalize our commercial properties:

- 1) Commercial Real Estate Development Accelerator ("REDA") Grant Program, and the
- 2) Commercial Plaza Owner Façade and Exterior Improvements Grant Program.

Program highlights are outlined below, and the detailed Guidelines/Application materials for each program are attached for each: *Commercial Plaza Owner Façade and Exterior Improvements Grant Incentive Program* (Exhibit A) and *Real Estate Development Accelerator (REDA) Grant Incentive Program* (Exhibit B).

Projects for consideration and grant investment would be prioritized in "Tamarac Incentive Zones" which are a combination of existing Tamarac Redevelopments Areas, the Retail Focus Areas in the Economic Development Strategic Plan, and the commercial Opportunity Zone properties. The Incentive Zones map is included in the program guidelines/application and will also be posted on the website with a searchable mapping tool.

Regarding process, prospective grant projects would be reviewed by a staff Grant Review Panel and would then be recommended to the City Commission for final approval. The City will endeavor to expedite projects and will respond to applicants with grant approval or denial within 45 days. We will also promote our Platinum Permitting/e-Permits process to expedite approvals, and also promote the existing density bonus / Flex Units opportunity for eligible proposals to invest in priority redevelopment areas (providing developers savings in development fees and time in the approvals process).

Upon program adoption, the next step will be to implement an extensive outreach program to both area developers as well as retail plaza property owners to encourage participation and project proposals. Plaza owners with exterior code violations will be eligible to apply and include those renovations in their project scope to bring their properties into compliance (as long as the project entails a comprehensive update with extensive visual exterior improvements).

Further, the City will notify and engage registered County SBE and CBE firms in the architectural/design/engineering/landscape architecture fields of this grant opportunity in Tamarac and enlist their marketing efforts with Tamarac plaza owners to apply for the façade program.

The following are the basic tenets of each program (the detailed guidelines are attached):

Commercial Real Estate Development Accelerator (REDA) Grant

- \$500,000 Grant Maximum
- For Developers to bring **Catalytic Large-scale Commercial New Development** located in "Tamarac Incentive Zones" / Commercial Corridor Redevelopment Areas for Projects that will bring Transformative Change to Commercial Corridors
- Desired Projects and Uses Include Mixed-use Lifestyle Centers with Public Realm Improvements/ Public Plazas; Unique Restaurants and Retail; Food Halls; Brew Pubs; Coffee Shops; Live/Work Loft Spaces; Co-Working Spaces; and Family-friendly Entertainment
- Eligible Costs include Development Costs, Site Prep, Demolition, and Remediation
- Staff Grant Review Panel will recommend projects for final approval by City Commission
- Construction to begin within 6-months of Grant Agreement execution, and be completed within 3-years (extensions will be considered with successful demonstration of good faith effort)
- Application period will be open for 2-years until December 31, 2023 or until funds are expended

- This is a competitive and discretionary grant program; the City is looking to utilize grant funds for the most impactful, transformative projects
- Reimbursement grant to be paid upon project completion

Façade and Exterior Improvements Grant for Plaza Owners

- \$250,000 Grant Maximum (up to 80% total project cost)
- For Commercial Plaza Owners for ***Comprehensive Exterior Plaza Renovation Projects that will visually bring Transformative Change to Improve Overall Exterior Appearance to Modernize Existing Plaza Properties*** in “Tamarac Incentive Zones”/ Commercial Corridor Redevelopment Areas
- Eligible Costs include Development Costs/Fees-Architectural-Design/Engineering; Exterior Repairs-Painting, Stucco, Brick; Window/Doors/Awnings Upgrades; Signage; Exterior Lighting; Landscaping, Parking/Sidewalk-Textured Pavement/Driveway Improvements
- Staff Grant Review Panel will recommend projects for final approval by City Commission
- Construction to begin within 6-months of Grant Agreement execution, and be completed within 18-months (extensions will be considered with successful demonstration of good faith effort)
- Application period will be open for 2-years until December 31, 2023 or until funds are expended.
- This is a competitive and discretionary grant program; the City is looking to utilize grant funds for the most impactful, transformative projects
- Reimbursement grant to be paid upon project completion

Fiscal Impact:

The grant expenditures would be paid from previously approved funds of \$5,000,000 set aside for Economic Development purposes within the City of Tamarac's General Fund. The Developer Incentives Program proposal would allocate \$3,500,000 total in grants toward commercial revitalization, earmarking \$2,000,000 for the REDA program (*approximately 4 projects @ \$500,000 each*) and \$1,500,000 for Façade (*approximately 6 projects @ \$250,000 each*).

ATTACHMENTS: Exhibit A – Façade and Exterior Improvement Incentive Program
 Exhibit B – Real Estate Development Accelerator (REDA) Program

CC: Maxine Calloway, Director of Community Development
 Christine Cajuste, Director of Financial Services
 George Folles, Director of Building Dept.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, TO ADOPT A DEVELOPER INCENTIVES ECONOMIC DEVELOPMENT PROGRAM CONSISTING OF A COMMERCIAL REAL ESTATE DEVELOPMENT ACCELERATOR (REDA) GRANT AND A COMMERCIAL PLAZA OWNER FAÇADE AND EXTERIOR IMPROVEMENTS GRANT AS RECOMMENDED IN THE ECONOMIC DEVELOPMENT STRATEGIC PLAN IN ORDER TO FACILITATE COMMERCIAL CORRIDOR REVITALIZATION IN AN ALLOCATION NOT TO EXCEED \$3,500,000 AND WITH FUTURE GRANT PROJECTS TO BE APPROVED BY THE CITY COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac wishes to adopt a Developer Incentives Program for commercial corridor revitalization as recommended in the Tamarac Economic Development Strategic Plan (2018-2022); and

WHEREAS, the City's economic development goals for commercial corridor revitalization are outlined in the Tamarac Comprehensive Plan Economic Development Element (Adopted by City Commission, 2018); the Commercial Arterial Redevelopment Study (Adopted by City Commission, 2014); the Tamarac Strategic Plan 2040 (Adopted by City Commission, 2020), and the Federal Opportunity Zone designation targeted for revitalization (2017); and

WHEREAS, in keeping with the economic development goals and objectives set forth for commercial revitalization in plans previously adopted by the City Commission, City staff recommends the establishment of two incentive grant programs to facilitate commercial revitalization: 1) the Commercial Real Estate Development Accelerator (REDA) Grant Incentive Program to invest in catalytic large-scale and transformative mixed-use public realm improvement projects with a maximum grant award of \$500,000.00, and 2) the Commercial Plaza Owner Façade and Exterior Improvements Grant Incentive Program to invest in comprehensive exterior plaza renovation projects with a maximum grant award of \$250,000.00 (up to 80% total project cost); and both grant programs will be competitive (limited funds available) and discretionary based on overall transformative impact with the City's economic development goals, to be offered for a limited two-year application period to expire on December 31, 2023 or when program funds are expended; and

WHEREAS, a City staff Grant Review Panel will review project applications based on adopted incentive program guidelines and will determine projects to be recommended to the City Commission for consideration and final grant approval after which a Grant Agreement would be executed;

WHEREAS, the City will prioritize projects located in "Tamarac Incentive Zones" which consist of existing Commercial Corridor Redevelopment Areas, the Economic Development Strategic Plan Retail Focus Areas, and the commercial properties located in the City's existing federally designated Opportunity Zones;

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interests of the citizens and residents of the City of Tamarac to authorize the adoption of the Developer Incentives Program (consisting of the REDA Grant and the Plaza Owner Façade and Exterior Improvements Grant) for a two-year period or until funds are expended with an allocation of \$3,500,000.00 earmarked for these grant programs from General Fund reserves previously set aside for Economic Development purposes for the implementation of the Economic Development Strategic Plan.

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: This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, THIS ____ DAY OF _____, 2021.

CITY OF TAMARAC FLORIDA

MICHELLE J. GOMEZ, MAYOR

ATTEST:

JENNIFER JOHNSON
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ _____
DIST 1: COMM. BOLTON _____
DIST 2: COMM. GELIN _____
DIST 3: V/M VILLALOBOS _____
DIST 4: COMM. PLACKO _____

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM:

JOHN R. HERIN, JR.
CITY ATTORNEY

Commercial Plaza Owner Façade and Exterior Improvements Grant Incentive Program

FOR MAJOR EXTERIOR RENOVATIONS TO UPDATE EXISTING
RETAIL PLAZAS AND COMMERCIAL CORRIDOR PROPERTIES
WWW.TAMARACEDO.COM

Tamarac Developer Incentives Program Façade & Exterior Improvements Grant Guidelines

Program Purpose

The City of Tamarac Commercial Plaza Owner Façade and Exterior Improvements Grant Program is available to **retail plaza owners** located in the City of Tamarac for major exterior renovations for approved aesthetic improvements to a commercial/retail plaza. Improvements include **code compliant** façade renovation, painting of the building, installation of awnings, lighting, landscaping and signage.

The overall goal of this program is to incentivize plaza property owners to undertake significant, **transformative and comprehensive exterior plaza renovations** to improve the overall appearance and modernization of retail plaza properties. Only comprehensive renovation projects will be considered. This is a competitive (funds are limited) and discretionary grant program whereby the City will utilize grant funds for the most impactful, transformative projects.

General Provisions

This incentive is a **reimbursement grant** program to update and modernize aging commercial plazas and properties. All commercial plaza properties will be eligible, however, priority will be offered to projects located in the City's "Incentive Zones" designated commercial redevelopment areas according to the Tamarac Comprehensive Plan Economic Development Element (2018-2022)¹ and as illustrated as illustrated on the Tamarac Incentive Zone Map - Commercial Priority Areas for Redevelopment Map (Figure 1).

The Façade and Exterior Improvements Grant Program benefits are contingent upon funding availability and City of Tamarac approval and are not to be construed as an entitlement or right of a property owner or applicant. Properties are not eligible for grant funding when such funding conflicts with the goals expressed in the City of Tamarac Comprehensive Plan Economic Development Element (2018-2022).

Property to be improved must be free of all municipal and county liens, judgments, or encumbrances of any kind. *This provision can be waived for City code violations if development plans for said property address exterior-related violations and meets City goals and objectives.*

Approved projects will require a Grant Agreement between the City of Tamarac and the developer or property owner to include the following provisions:

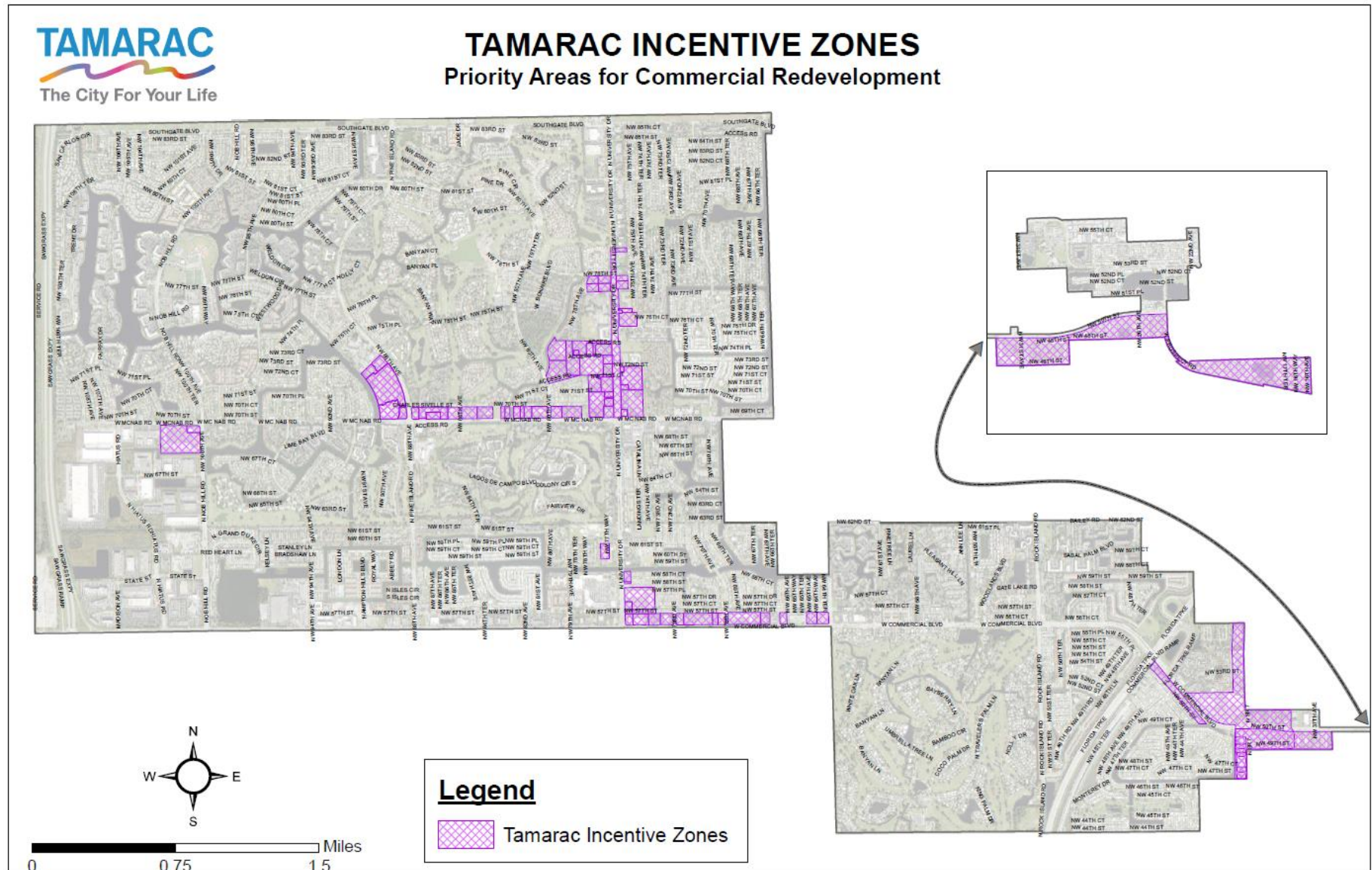
- ◆ Work on the project must begin within One Hundred Eighty (180) days and be completed within Eighteen (18) Months, after Grant Agreement execution.
- ◆ Incentive grant funds cannot be applied to services other than those that are approved.

Due to limited funding, City of Tamarac staff will evaluate the submissions on a first-come, first-served basis and select those that provide **significant** renovation and visual improvement to the community, serving as a catalyst for other businesses and to complement area improvements. This grant application period will expire after 2-years on December 31, 2023 or when program funds are exhausted.

Two licensed contractor bids/quotes will be required with application submittal. Upon completion of the work, disbursement of the incentive grant may be made on a reimbursement basis or paid directly to the Service Provider, in accordance with the Scope of Services attached to application and provided applicant first approves of payment to Service Provider.

¹ <https://tamarac.org/DocumentCenter/View/7028/Economic-Development-Comp-Plan-Amemdment>

Figure 1: Tamarac INCENTIVE ZONES Map - Priority Areas for Commercial Redevelopment (Redevelopment Areas, Opportunity Zone, EDSP Focus Areas)



Eligibility Guidelines & Criteria Considered

The Façade and Exterior Improvements Grant Program for plaza owners is directed by the Comprehensive Plan Economic Development Element's vision for commercial corridor vitality and beautification. A clearly defined need must exist and be proven by each project before funding will be considered, **on a case-by-case basis**. Overall impact and exterior visual improvement for the community will be the primary consideration for this discretionary grant.

The Façade and Exterior Improvements Grant Program is structured to prioritize updating commercial properties within the City's Incentive Zones. **Any incentive grant that is approved will be paid after construction of the project is completed.**

Unique restaurants and craft breweries/distilleries/brew pubs within a plaza development project are not required uses but are encouraged uses as well as food halls, coffee shops and niche entertainment uses.

Funding Guidelines

Approved applicants may receive reimbursement for **80% of their eligible project costs**, up to a **maximum total City contribution of \$250,000** per single-owned contiguous commercial property or plaza folio. For example:

Total Project Cost	City of Tamarac Contribution	Applicant Contribution
\$313,000	\$250,000	\$63,000
\$150,000	\$120,000	\$30,000
\$ 50,000	\$ 40,000	\$10,000

The Façade and Exterior Improvements Grant Program will be available for a two-year period (2021-2023) until December 31, 2023 or until program funds are expended.

The City of Tamarac will notify applicants of approval or denial within 45 days. The staff Grant Review Panel will recommend projects to the City Commission for final approval. The determination to approve or deny funding is final.

Eligible Expenses

Only those expenses concerning exterior aesthetic improvements to plaza properties will be considered for funding. These expenses include, but are not limited to:

- ◆ Fees – site design/architectural, engineering, permitting
- ◆ Landscaping expenses – design fees, installation, material purchases, irrigation
- ◆ Exterior repair and upgrades, demolition and construction, stucco, painting, brick, and textured pavement
- ◆ Exterior window upgrades, doors, and awnings
- ◆ Costs associated with installation and improvement of parking, driveways, sidewalks
- ◆ Exterior lighting and related electrical work
- ◆ Exterior signage
- ◆ Removal of deteriorating building material, e.g. plywood, stucco, metal
- ◆ Improvements addressing existing City Code violations for façade/exterior-related eligible work

Ineligible Expenses

The following items are examples of what will not be considered for funding by the Program:

- ◆ Any interior improvements or repairs
- ◆ Purchase of equipment, inventory, furnishings, decorations, or supplies (non-fixed improvements)
- ◆ Purchase of real property
- ◆ Rent, lease or mortgage payments
- ◆ HVAC repair and/or replacement
- ◆ Security system repair and/or replacement
- ◆ Roof repair, replacement, or other roof modifications
- ◆ Work not consistent with design guidelines pursuant to zoning and land use regulations
- ◆ Sweat equity, business payroll
- ◆ Owner agent fees or services: should an applicant choose to engage the services of an agent (individual or company) to assist/represent the applicant in any aspect of the process, the expenses for the agent's service will be borne by the applicant. Such expenses are not reimbursable under the terms of any of the City of Tamarac's Developer Incentive Programs

Reimbursement Process

Applicants for funding should carefully consider the reimbursement process when establishing their timelines for projects that seek grant assistance. When contemplating a project, it is important to remember that Façade and Exterior Improvements Grant Program funding, as well as other financing, should be arranged before actual work commences.

Project work started prior to the application being approved is not eligible for incentive grant funding. If a property owner intends to finance a project with a loan, the City of Tamarac may write a letter notifying the lender that a project has been approved for funding under the Façade and Exterior Improvements Grant Program, but that the funding is on a reimbursement basis upon project completion.

- ◆ Incentive grant funds are dispersed on a reimbursement basis for eligible and pre-approved expenses only.
- ◆ No incentive grant funds will be dispersed prior to inspection and receipt of final approvals by the City's Building Department, and any other required final approval, if applicable.
- ◆ Reimbursement will be issued after inspections from appropriate government agencies have been approved for work completed and work has been completed according to industry standards.
- ◆ To receive a reimbursement, grantees must submit a detailed work invoice with proof of payment to the selected contractor in the application package for completed work in the form of a cancelled check, credit card statement, or vendor certification of payment (vendor's paid receipt) and a General Contractor's Waiver.
- ◆ Disbursements of the Grant proceeds may be made on a reimbursement basis or paid directly to the Service Provider, in accordance with the Scope of Services attached to application and provided applicant first approves of payment to Service Provider.

- ◆ Reimbursement is at the approved grant award rate of 80% with a maximum of \$250,000 City of Tamarac grant.
- ◆ All projects must be completed and final approvals and requests for reimbursement must be received by the City of Tamarac no more than eighteen (18) months following approval of the application.
- ◆ The City of Tamarac will endeavor to disburse reimbursement funds in a timely manner after all required documentation has been submitted.

Commencement

Work must commence within 180 days after application approval. If work has not begun within six (6) months, funds will be put back into program account and reassigned to other projects. The City will consider an extension request if the applicant can successfully demonstrate the project has progressed in good faith. Projects must be completed within eighteen (18) months after application approval.

The Façade & Exterior Improvement Grant Program benefits are contingent upon funding availability and City of Tamarac approval and are not to be construed as an entitlement or right of a property owner or applicant.

Additional Tamarac Non-Monetary Incentive

The City of Tamarac is designated as a **Building Permit Platinum City** and taken extra steps to help ensure businesses have a first-rate experience when going through the development review/permitting process. Tamarac has adopted a streamlined permitting process with an online permit tracking system.

The City of Tamarac and Broward County have teamed up to launch **ePermitsOneStop**, a centralized website that allows developers to submit their application and have plans reviewed online for permits, licenses and approvals in a quicker and more streamlined process. Business façade improvement applicants will have a designated staff representative as a "concierge" to businesses who are going through the permitting process.

Application Submittal and Processing Procedures

The following steps summarize the application submittal and processing procedures. Additional information, resources, and forms for Steps 1 – 4 are included in the Appendix.

Step 1:	Submit the Project Eligibility Review Form to request review call with City of Tamarac to evaluate readiness to proceed to Step 2.
Step 2:	Schedule an exploratory call or video teleconference with the City of Tamarac Economic Development Office to confirm program funds availability and submission calendar.
Step 3:	Upon the City of Tamarac's email notification to proceed, assemble supporting documentation, initial each item on the application checklist, and sign/date the form.
Step 4	Upload and submit the Application Form and supporting documents to: www.TamaracEDO.com
Step 5:	City of Tamarac conducts project eligibility with Staff Grant Review Panel (includes staff representatives from Economic Development, Community Development, Finance and Building Depts) and will recommend projects to the City Commission for consideration and final approval. The City will provide notification of approval or denial within 45 days of submission.
Step 6:	If approved, City of Tamarac will execute a Façade and Exterior Improvements Grant Agreement with the Applicant. If denied, applicant will receive written notice.
Step 7:	Applicant completes construction and requests reimbursement.
Step 8:	Grant Recipient completes project Facade & Exterior Improvements Grant Program Compliance Assessment.
Step 9:	City of Tamarac reimburses Applicant according to Façade and Exterior Improvements Grant Agreement.

Appendix

STEP 1: Submit Project Eligibility Review Form

- ◆ Submission of this form serves as a formal request for the City of Tamarac Economic Development Office to contact the Applicant to schedule a project eligibility review call or teleconference prior to proceeding to formal submittal of the Facade & Exterior Improvements Grant Program Application.
- ◆ Prior to application submittal, a preliminary review of proposed renovations to property must be completed by the City staff.
- ◆ After the approval process, the City of Tamarac will provide the applicant with an approved Grant Agreement for signature. **NO CONSTRUCTION** shall begin until the Grant Agreement is signed by all parties. Improvements initiated prior to approval by the City of Tamarac will not be eligible for reimbursement.
- ◆ If deemed necessary, the City of Tamarac reserves the right to have the application and its contents (outlined in Step 3) evaluated and analyzed by an outside third party, including but not limited to: the proposed business plan; partnership/ownership information with equity positions; mortgage on the property; lease agreements; letter of intent from lending institutions and any other documents provided by the applicant.
- ◆ Landscaping improvements must be consistent with the City's Landscape Code.
- ◆ Property to be improved must be free of all municipal and county liens, judgments, or government encumbrances of any kind. This provision may be waived by the City of Tamarac if development plans for said property address exterior code violations and also meets the goals and objectives as set forth in the Tamarac Comprehensive Plan Economic Development Element (2018-2022). Upon grant approval, said property must remain free of all municipal and county liens, judgments, or government encumbrances of any kind under the term of this agreement.
- ◆ Upon receipt of this form, the City of Tamarac will contact the Applicant within ten (10) business days to schedule a project review teleconference.

I have read completely and understand the program, including the application guidelines and grant reimbursement process.

Applicant Signature

Date

Applicant Tel/Cell

Applicant Email

Property Owner Signature

Date

STEP 2: Conduct Eligibility Review Call with City of Tamarac _____ (Date)

The applicant and the City of Tamarac Economic Development Office will schedule an exploratory call or video teleconference to discuss the submission's project background, its potential eligibility, confirm program funds availability and the submission schedule

STEP 3: Assemble Application Supporting Documentation – Façade and Exterior Improvements

#	Document Checklist	Description	Applicant Initials	City Reviewer Initials
1	Project Description/ Scope	Narrative description of existing conditions, proposed development/improvement to the property, including a detailed breakdown of exterior improvements for which reimbursement is being requested from the Program		
2	Business Plan	Business Plan or Executive Summary, including a narrative describing the business, Partnership and/or ownership information with equity positions, its operations, and its business principles		
3	Financial Pro Forma	Detailed 3-year budget projections of revenues and expenses (may not be necessary for property owners)		
4	Historical Financials	Historical financials for 3 years (in a sealed envelope – existing businesses only and may not be required for property owners)		
5	Proof of Ownership	Copy of Warranty Deed showing ownership of the property by the business owner		
6	Contractor Bids	Two bids/quotes from 2 licensed contractors, provided directly from vendor to City of Tamarac <i>[Note, an executed contract copy must be submitted with Grant Agreement execution for approved projects]</i>		
7	Existing Conditions	Current photograph of existing property conditions		
8	Business Licenses	Copy of applicable, current Business Licenses; Tenant list		
9	Property Taxes	Proof that property is free and clear of all municipal and county liens, judgments, or government encumbrances		
10	Project Improvements	Sketch or rendering of proposed improvements		

Applicant Signature

Date

Property Owner Signature

Date

STEP 4: Submit Application Form & Supporting Documentation – Façade and Exterior Improvements

Date of Application:		
<p>1. Address of project requesting Façade and Exterior Improvement Grant Funds:</p> <p>2. Name of Applicant:</p> <p>3. Address of Applicant:</p> <p>Phone: _____ Email: _____ Fax: _____</p> <p>4. Does the applicant own project property? YES: _____ NO: _____</p> <p>If “no” box is checked, when will property be in control (own or long-term lease) of the applicant?</p> <p>Indicate the owning entity of the property (i.e. name on property title):</p> <p>5. Project Description?</p> <p>6. Total Project Cost: \$ _____ 7. Total Grant Request \$ _____</p>		

Authorized Representative:

Applicant Signature	
Date: _____	Date: _____

Property to be improved must be free of all municipal and county liens, judgments, or government encumbrances of any kind. This provision can be waived by the City of Tamarac if development plans for said property address façade/exterior-related City Code violations and meet the goals and objectives as set forth in the Tamarac Comprehensive Plan Economic Development Element (2018-2022). Upon grant approval, said property must remain free of all municipal and county liens, judgments, or government encumbrances of any kind under the term of the agreement.

Commercial Real Estate Development Accelerator (REDA) Grant Incentive Program

TO ATTRACT CATALYTIC NEW DEVELOPMENT PROJECTS FOR
LARGE-SCALE COMMERCIAL DEVELOPMENT INVESTMENT
WWW.TAMARACEDO.COM

Tamarac Developer Incentives Program Real Estate Development Accelerator (REDA) Grant Guidelines

Program Purpose

The Real Estate Development Accelerator (REDA) Incentive Grant Program is intended to incentivize catalytic new commercial development projects in the City of Tamarac within priority targeted redevelopment areas.

The goal of the REDA grant program is to attract **new catalytic development projects that will bring transformative change and modernization to commercial corridors in Tamarac**. The City is pleased to offer this grant opportunity for public-private partnership to invest in major projects that will result in transformative change. Further, the City is committed to expedited approvals for grant recipient projects.

This REDA incentive is a **reimbursement grant** program, available to expedite commercial investment/development throughout the City, with priority offered to projects located in the City's "Incentive Zones," as illustrated on the Tamarac Incentive Zones Map (Figure 1). The Incentive Zones are comprised of designated commercial Redevelopment Areas, federal Opportunity Zones, and the Comprehensive Plan Economic Development Element (2018-2022)¹ Focus Areas.

Desired REDA projects are transformative large-scale new commercial mixed-use retail and lifestyle centers including uses such as unique restaurants and retail, niche entertainment, craft breweries/distilleries/brew pubs, food halls, coffee shops, live/work loft projects, and/or co-working spaces. Projects that include public realm improvements such as public plazas, public open spaces and placemaking investments are strongly encouraged.

This is a competitive (funds are limited) and discretionary grant program. The City is looking to utilize grant funds for the most visually impactful, transformative projects. Upon Grant Agreement execution, construction must commence within 180 Days and projects must be completed within 36 Months. The City will consider extensions if applicant can successfully demonstrate good faith effort.

Eligibility Guidelines & Criteria Considered

To advance the implementation of the City's economic development goals, the REDA Grant Program is structured to prioritize new large-scale development in the City's Incentive Zones.

Properties in the City of Tamarac are not eligible for incentive grant funding support when such funding conflicts with the goals expressed in the City of Tamarac Comprehensive Plan Economic Development Element (2018-2022).

Funding Guidelines

The REDA Grant application period will be available for two-years (2021-2023) expiring on December 31, 2023. The funding amount is determined on a case by case basis and based on the project scale and level of economic development impact to the community, with a maximum award up to \$500,000.

The City of Tamarac will notify applicants of approval or denial within 45 days. The staff Grant Review Panel will recommend projects to the City Commission for final approval. The determination to approve or deny funding is final.

Eligible Expenses

The following expenses will be considered for funding:

- ◆ Development Costs
- ◆ Demolition, site preparation, and remediation
- ◆ Relocation Assistance

¹ <https://tamarac.org/DocumentCenter/View/7028/Economic-Development-Comp-Plan-Amendment>

Ineligible Expenses

The following items are examples of what will not be considered for funding by the Program:

- ◆ Any interior improvements or repairs
- ◆ Purchases of equipment, inventory, furnishings, decorations, or supplies (non-fixed improvements)
- ◆ Purchase of real property
- ◆ Rent, lease or mortgage payments
- ◆ HVAC repair and/or replacement
- ◆ Security system repair and/or replacement
- ◆ Roof repair, replacement, or other roof modifications
- ◆ Work not consistent with design guidelines pursuant to zoning and land use regulations
- ◆ Sweat equity, business payroll

General Provisions

Approved projects will require a Grant Agreement between the City of Tamarac and the applicant. The incentive grant is contingent on funding availability, staff Grant Review Panel recommendation, and City Commission approval and is not to be construed as an entitlement or right of a property owner or applicant.

Disbursements of the REDA incentive grant proceeds may be made on a reimbursement basis or paid directly to the Service Provider upon completion of the work, in accordance with the Scope of Services attached to application and provided applicant first approves of payment to Service Provider.

Should an applicant choose to engage the services of an agent (individual or company) to assist/represent applicant in any aspect of the process, the expenses for the agent's service will be borne by the applicant. Such expenses are not reimbursable under the terms of any of the City of Tamarac's Developer Incentives REDA Grant Program. City funds cannot be applied to services other than those that are approved (i.e. architecture, engineering, etc.) related to the construction of the building.

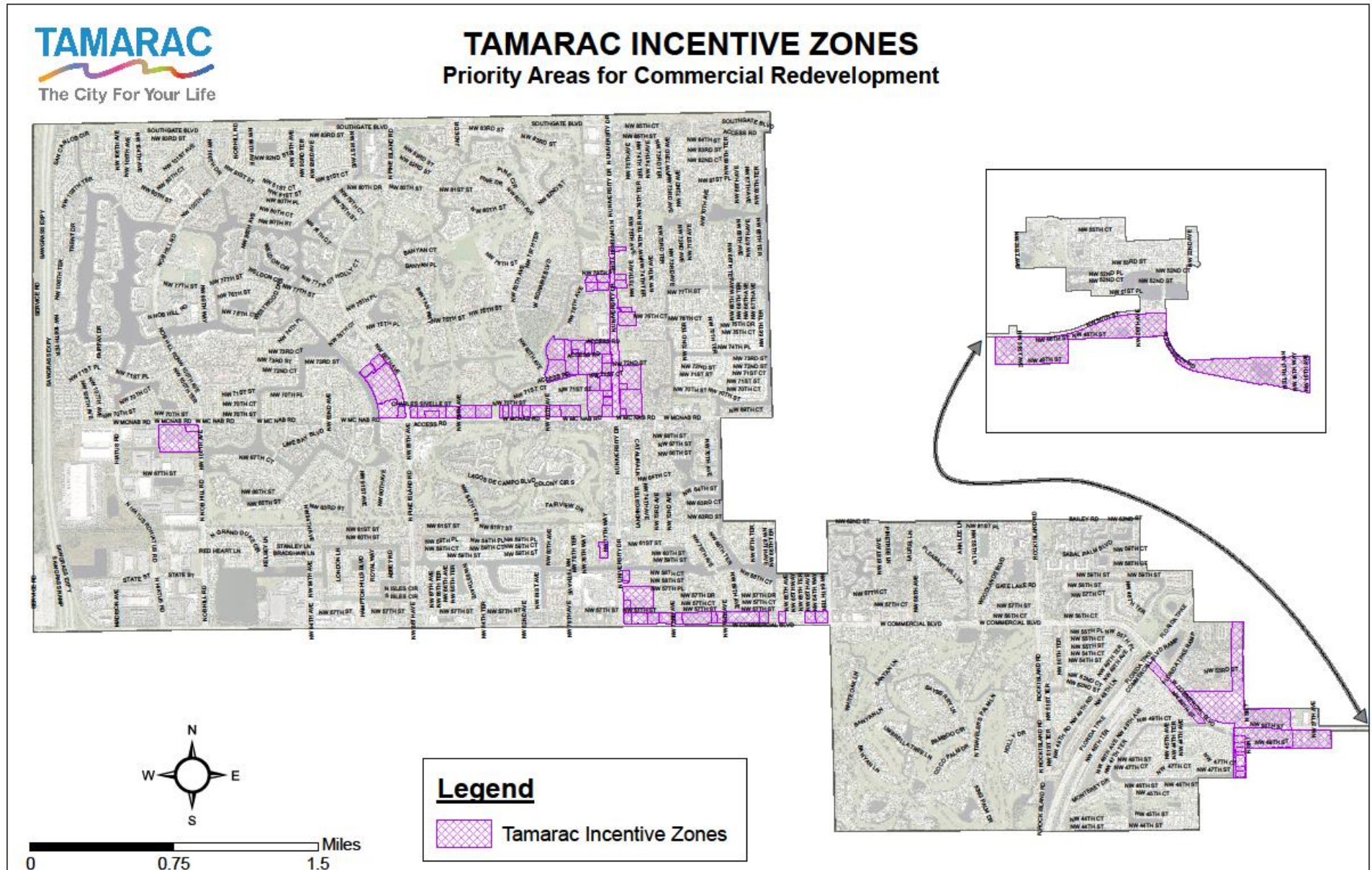
Additional Tamarac Developer Incentives

The City of Tamarac is designated as a **Building Permit Platinum City** and taken extra steps to help ensure businesses have a first-rate experience when going through the development review/permitting process. Tamarac has adopted a streamlined permitting process with an online permit tracking system. The City of Tamarac and Broward County have teamed up to launch **ePermitsOneStop**, a centralized website that allows developers to submit their application and have plans reviewed online for permits, licenses and approvals in a quicker, more streamlined process.

The City of Tamarac has an updated hybrid **Form-Based Land Development Code** to incentivize the right development in the right place, and the City has also collapsed all its Flex Zones into one pool with over 1,500 multi-family/residential **Flex Units** available Citywide to be allocated to our targeted redevelopment areas to encourage and promote redevelopment. Utilized as a redevelopment incentive, flex units provide developers with more certainty and predictability in the entitlement process and saves time and money with a shorter review process and less fees.

Additionally, Tamarac has two federally-designated **Opportunity Zones** to spur economic development investment by providing federal tax incentives.

Figure 1: Tamarac INCENTIVE ZONES Map - Priority Areas for Commercial Redevelopment (Redevelopment Areas, Opportunity Zone, EDSP Focus Areas)



Reimbursement Process

Applicants for funding should carefully consider the reimbursement process when establishing their timelines for projects that seek Program assistance. When contemplating a project, it is important to remember that Incentive Program grant funding, as well as other financing, should be arranged before actual work commences.

Project work started prior the application being approved is not eligible for REDA Grant Incentive Program funding. If a business owner intends to finance a project with a loan, the City of Tamarac may write a letter notifying the lender that a project has been approved for funding under the Program, but that the funding is on a reimbursement basis.

- ◆ Grant funds are dispersed on a reimbursement basis for eligible and pre-approved expenses only.
- ◆ No grant funds will be dispersed prior to inspection and receipt of final approvals by the City's Building Department, and any other required final approval, if applicable.
- ◆ Reimbursement may be provided at completion provided inspections from appropriate government agencies have been approved for work completed and work has been completed according to industry standards.
- ◆ To receive a reimbursement, grantees must submit a detailed work invoice with proof of payment to the selected contractor in the application package for completed work in the form of a cancelled check, credit card statement, or vendor certification of payment (vendor's paid receipt) and a General Contractor's Waiver.
- ◆ Disbursements of the Grant proceeds may be made on a reimbursement basis or paid directly to the Service Provider, in accordance with the Scope of Services attached to application and provided applicant first approves of payment to Service Provider.
- ◆ The grant award will be determined on a case by case basis up to \$500,000.
- ◆ All final approvals and requests for reimbursement must be received by the City of Tamarac no more than thirty-six (36) months following approval of the application. An extension may be requested if applicant demonstrates the project has progressed in good faith.
- ◆ Reimbursement funds will be disbursed by the City of Tamarac in a timely manner after all required documentation has been submitted.

Commencement

- ◆ Work must commence within six (6) months after application approval. If work has not begun within 6-months, funds will be put back into program account and reassigned to other projects. The City will consider an extension if the applicant can successfully demonstrate the project has progressed in good faith.
- ◆ REDA grant benefits are contingent upon funding availability and City of Tamarac approval and are not to be construed as an entitlement or right of a property owner or applicant.

Application Submittal and Processing Procedures

The following steps summarize the application submittal and processing procedures. Additional information, resources, and forms for Steps 1 – 4 and Step 8 are included in the Appendix.

Step 1:	Submit the Project Eligibility Review Form to request review call with City of Tamarac to evaluate readiness to proceed to Step 2.
Step 2:	Schedule an exploratory call or video teleconference with the City of Tamarac Economic Development Office to confirm program funds availability and submission calendar.
Step 3:	Upon the City of Tamarac's email notification to proceed, the Applicant assembles supporting documents. Initial each item on the checklist, sign/date the form, and submit to the City of Tamarac with the full application in Step 4.
Step 4:	Applicant Uploads the Application Form and supporting documents to https://www.tamarac.org/667/Economic-Development/Developer-Incentives
Step 5:	City of Tamarac conducts project eligibility with Staff Grant Review Panel (includes staff representatives from Economic Development, Community Development, Finance and Building Depts) and will recommend projects to the City Commission for consideration and final approval. The City will provide notification of approval or denial within 45 days of submission.
Step 6:	If approved, City of Tamarac will execute the REDA Grant Agreement with the Applicant. If denied, applicant will receive written notice.
Step 7:	Applicant completes construction and requests reimbursement.
Step 8:	Grant Recipient completes project REDA Grant Program Compliance Assessment.
Step 9:	City of Tamarac reimburses Applicant according to REDA Grant Agreement.

APPENDIX

STEP 1: Submit Project Eligibility Review Form

- ◆ Submission of this form serves as a formal request for the City of Tamarac Economic Development Office to contact the Applicant to schedule a project eligibility review call or teleconference prior to proceeding to formal submittal of the Developer Incentives Program Application.
- ◆ Properties listed for sale may not apply. Properties sold within twenty-four months of receiving grant funding must repay the full amount of the incentive grant to the City of Tamarac.
- ◆ Prior to application submittal, a preliminary review of proposed renovations to property must be completed by the City of Tamarac Economic Development and Planning and Zoning Divisions.
- ◆ After approval process, the City of Tamarac will provide the applicant with an approved Grant Agreement for signature. It is imperative that **NO CONSTRUCTION** begin until the Grant Agreement is signed by all parties and fully executed. Improvements completed prior to approval by the City Commission may not be eligible for reimbursement.
- ◆ If deemed necessary, the City of Tamarac reserves the right to have the application and its contents evaluated and analyzed by an outside third party including but not limited to: the proposed business plan, partnership/ownership information with equity positions, mortgage on the property, lease agreements, letter of Intent from lending institution and any other documents provided by the applicant.
- ◆ Landscaping improvements must be consistent with the City's Landscape Code.
- ◆ Property to be improved must be free of all municipal and county liens, judgments, or encumbrances of any kind. This provision may be waived by the City if development plans for said property meets the goals and objectives as set forth in the Comprehensive Plan and Economic Development Element (2018-2022). Upon grant approval, said property must remain free of all municipal and county liens, judgments, or encumbrances of any kind under the term of the agreement.
- ◆ Upon receipt of this form, the City of Tamarac will contact the Applicant within ten (10) business days to schedule a project review teleconference.

I have read completely and understand the program, including the application guidelines and grant reimbursement process.

Applicant Signature

Date

Applicant Tel/Cell

Applicant Email

Property Owner Signature

Date

STEP 2: Conduct Eligibility Review Call with City of Tamarac: _____ Date of Call

The applicant and the City of Tamarac Economic Development Office will schedule an exploratory call or video teleconference to discuss the submission's project background, its potential eligibility, confirm program funds availability and the submission schedule.

STEP 3 FORM: Assemble REDA Program Application Supporting Documentation (Page 1 of 2)

#	Document Checklist	Description	Applicant Initials	City of Tamarac Reviewer Initials
1	Project Description/ Scope	Narrative description of existing conditions, proposed development/improvement to the property, including sources and uses of financing, and current and anticipated tenant makeup		
2	Developer Resume	Resume of developer indicating related development experience		
3	Preliminary Site & Floor Plans	Preliminary site plan, floor plans and renderings that enable staff to determine quality of design; parking must be included in the site plan and meet current code regulations or identify variances (staff may assist)		
4	Business Plan	Business Plan or Executive Summary, including a narrative describing the business, Partnership and/or ownership information with equity positions, its operations, and its business principles		
5	Financial Pro Forma	Detailed 3-year budget projections of revenues and expenses		
6	Lending Institution Commitment	Letter of Intent from lending institution		
7	Historical Financials	Historical financials for 3 years (in a sealed envelope – existing businesses only)		
8	Property Mortgage Documentation or Evidence of Site Control	Mortgage on property		
9	Contractor Bids	Two bids/quotes from 2 licensed contractors, provided directly from vendor to City of Tamarac <i>[Note, an executed contract copy must be submitted with Grant Agreement execution for approved projects]</i>		

STEP 3 FORM (cont.): Assemble REDA Application Supporting Documentation

#	Document Checklist	Description	Applicant Initials	City of Tamarac Reviewer Initials
10	Infrastructure Improvements	If applicable, infrastructure improvements in either the public ROW or on private property and estimated costs		
11	Existing Conditions	Current photograph of existing property conditions		
12	Business Licenses	Copy of applicable, current Business Licenses		
13	Real Property Tax Statement	Confirmation that property is free of all county, municipal, liens and judgments and ad-valorem taxes are up to date		
14	Executed Lease Agreement or Warranty Deed	Copy of signed multi-year lease (including express written permission from the property owner to make changes outlined in the project), or copy of Warranty Deed showing ownership of the property by the business owner		
15	Project Budget	Detailed budget for entire project		
16	Exterior Improvements	Detailed breakdown of exterior improvements and associated executed Contractor bid agreement		

Applicant Signature

Date

Property Owner Signature

Date

STEP 4 FORM: Submit REDA Application Form & Supporting Documentation (Page 1 of 2)

Date of Application:			
1. Address(es) of project requesting REDA Grant Funds:			
2. Name of Applicant:			
Address of Applicant:			
Phone:			
Fax:			
Email:			
3. Does the applicant own project property?	YES:	NO:	
If "no" box is checked, when will property be in control (own or long-term lease) of the applicant?			
Indicate the owning entity of the property (i.e. name on property title):			
4. What is the total estimated project investment?			
Current assessed value:	\$		
New capital investment dollars	\$		
Total estimated new assessment:	\$		
5. What is the percentage (%) amount of ownership equity relative to total estimated project investment?			
20% or more:			
10% to 19.9%:			
Less than 10%:			
None:			

STEP 4 FORM (cont.): Submit REDA Application Form & Supporting Documentation (Page 2 of 2)

6. What is the percentage (%) of minority ownership of the project?		
100%		
50% or more		
Less than 50%		
None		
7. How many jobs will be created upon completion of project within 12 months construction completion?		
1-5		
6-10		
10+		
None		
8. When is it anticipated that construction could begin, assuming project receives assistance from this program? (A detailed project schedule must accompany application)		
Anticipated Date to Begin Construction (Month/Year):		
Anticipated Construction Completion (Month/Year):		
9. Attach the REDA Supporting Documentation detailed in Step 3		

The Tamarac Developer Incentives Program benefits are contingent on funding availability and City Commission approval and are not to be construed as an entitlement or right of a property owner or applicant. Properties are not eligible for program funds when such funding conflicts with the goals expressed in the Comprehensive Plan Economic Development Element (2018-2022). The City of Tamarac may obtain an analysis by a third party or outside firm hired by the City to evaluate the application.

Applicant(s) Signature

Date

STEP 8 FORM: Applicant Completes REDA Compliance Assessment Post-Construction

#	Compliance Checklist	Applicant Information	Staff Notes
1	Project Completed Within Construction Target Timeframe		
2	Project Return on Public Investment (total value of private construction, total value of incentives)		
3	City of Tamarac Resident Jobs Created (Construction and Ongoing)?		
4	Project constructed according to site plan/design renderings?		
5	Project retained/attracted target/other industries (description of businesses retained/attracted: square feet, number of employees, payroll, real property tax revenue increase, other)?		

City of Tamarac Staff Signature

Date



Title - TR13629 - Increasing Net Value of Contract with Baron Signs for the City of Tamarac Comprehensive Signage Program

A Resolution of the City Commission of the City of Tamarac, Florida, approving a net increase not to exceed One Million Two Hundred and Sixty Thousand Dollars (\$1,260,000.00) in the contract value for Baron Sign Manufacturing for the fabrication and installation of signs under the comprehensive signage program for a total estimated expenditure of three million six hundred and three thousand seven hundred and five dollars and seventy-nine cents (\$3,603,705.79); authorizing the approval of Change Order Number 012 in the amount of One Million Two Hundred and Sixty Thousand Dollars (\$1,260,000.00), attached hereto as Exhibit "A"; authorizing the City Manager or designee to approve line item change orders within the approved budget; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
1 - Baron Sign Change Order Memo	6/9/2021	Cover Memo
2 - Temporary Resolution No 13629	6/9/2021	Resolution
2 - Exhibit A - Change Order No 012	6/9/2021	Exhibit
3 - Change Order No 012	6/9/2021	Backup Material
4 - Interoffice Memorandum Public Services Department	6/7/2021	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21-06-006M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Michael C. Cernech
City Manager

FROM: Maxine A. Calloway,
Director of Community Development

DATE: June 9, 2021

RE: Increasing Net Value of Contract with Baron Signs for the City of Tamarac
Comprehensive Signage Program; **TEMP RESOLUTION NO. 13629**

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the increase to the contract value in the amount not to exceed one million two hundred and sixty thousand dollars (\$1,260,000.00) and approve the issuance of Change Order No. 012 for the fabrication and installation of signs under the City's Comprehensive Signage Program at its June 23, 2021 meeting (see attached Temp Resolution No. 13629).

ISSUE: Approval of Change Order 012 and an increase in the contract value in the amount not to exceed one million two hundred and sixty thousand dollars (\$1,260,000.00) is necessary to continue the fabrication and installation of all components of the City's Comprehensive Signage Program (see attached Change Order No. 012).

BACKGROUND: A Comprehensive Signage Program comprising of neighborhood, facility, directional/wayfinding, gateway entry, and electronic message center signage was established through the City's Strategic Planning process in an effort to implement the 2014 Major Arterial Corridor Study.

On August 24, 2016, via R-2016-84, the City Commission approved the award of re-bid number 15-23BR to Baron Sign Manufacturing for the fabrication and installation of neighborhood signage for the City's Comprehensive Signage Program for a contract price of one million three hundred fifty-four thousand seventy-eight dollars (\$1,354,078.00) with an additional contingency for the electrical service installation component of four hundred twenty-five thousand dollars (\$425,000.00). This equaled a total expenditure of one million seven hundred and seventy-nine thousand and seventy-eight dollars (\$1,779,078.00).

The City Manager previously approved Change Order No. 001 through Change Order No. 011 to Baron Sign Manufacturing for a total of five hundred seven thousand two hundred eighty-seven dollars and seventy-nine cents (\$507,287.79). The total contract price prior to the request for Change Order No. 012 is two million two hundred eighty-six thousand three hundred sixty-five dollars and seventy-nine cents (\$2,286,365.79).

ANALYSIS: An increase in the contract value in an amount not to exceed one million two hundred and sixty thousand dollars (\$1,260,000.00) is necessary to facilitate the installation of a total of forty-one (41) signs pursuant to the City's Comprehensive Signage Program (see attached Public Services Department Inter-Office Memorandum dated May 19, 2021).

City Manager
Increasing Net Value of Contract with Baron Signs
Temp Resolution No. 13629
June 9, 2021 – Page 2

An additional thirty-one (31) neighborhoods have requested the replacement of existing community signage in accordance with the City's Comprehensive Signage Program. All neighborhood signage replacement requests were reviewed and twenty-six (26) of the thirty-one (31) neighborhoods were identified as being a priority to receive new signage as part of the Comprehensive Signage Program. The installation of forty-one (41) signs for the twenty-six (26) neighborhoods will include nineteen (19) buffer wall signs and twenty-two (22) free-standing signs.

The average cost for the fabrication and installation of a neighborhood sign to be installed on existing community buffer walls is approximately six thousand three hundred seventy dollars (\$6,370.00), and the average cost for the fabrication and installation of a free-standing neighborhood sign is approximately forty-three thousand two hundred sixty-one dollars and fifty cents (\$43,261.50) for each sign. The average cost for the fabrication and installation of a free-standing neighborhood sign includes twelve thousand five hundred dollars (\$12,500.00) for the electrical installation to the sign as well.

The total cost for the fabrication and installation of nineteen (19) buffer wall signs is approximately one hundred twenty-one thousand thirty dollars (\$121,030.00) and the total cost for the fabrication and installation of twenty-two (22) free-standing signs is approximately nine hundred fifty-one thousand seven hundred fifty-three dollars (\$951,753.00). This equals a total cost of approximately one million seventy-two seven hundred eighty-three dollars (\$1,072,783.00) for the fabrication and installation of all forty-one (41) signs for twenty-six (26) neighborhoods.

A contingency in the amount of one hundred twenty-seven two hundred seventeen dollars (\$127,217.00) representing approximately 10.6% is included in the change. This accounts for total change order in an amount not to exceed one million two hundred and sixty thousand dollars (\$1,260,000.00).

The proposed increase amount in the contract value shall be used as an allowance for all neighborhood signs added to the Comprehensive Signage Program. The increase in contract value has previously been recognized and included in the budget for expenditures associated with the fabrication and installation of the added neighborhood signs and has previously been allocated to the Comprehensive Signage Program through the Fiscal Year 2020 budget allocation process. The requested net increase of one million two hundred and sixty thousand dollars (\$1,260,000.00) would change the total contract value to a not to exceed a total expenditure of three million five hundred forty-six thousand three hundred sixty-five dollars and seventy-nine cents (\$3,546,365.79).

CONCLUSION: This item supports Goal #4 of the City of Tamarac's 2040 Strategic Plan, "Tamarac is Vibrant." The enhancement of the scope of service for the fabrication and installation of additional neighborhood signs will improve the overall appearance of our community and provide a consistent signage branding.

The Director of Community Development recommends that the Mayor and City Commission approve the increase to the contract value in the amount not to exceed one million two hundred and sixty thousand dollars (\$1,260,000.00) and approve the issuance of Change Order No. 012 for the fabrication and installation of signs under the City's Comprehensive Signage Program at its June 23, 2021 meeting.

City Manager
Increasing Net Value of Contract with Baron Signs
Temp Resolution No. 13629
June 9, 2021 – Page 3

FISCAL IMPACT: The increase in contract value to an amount not to exceed three million five hundred forty-six thousand three hundred sixty-five dollars and seventy-nine cents (\$3,546,365.79) has previously been recognized and included in the budget for expenditures associated with the fabrication and installation of the added neighborhood signs and has previously been allocated to the Comprehensive Signage Program through the Fiscal Year 2020 budget allocation process.



Maxine Calloway,
Community Development Director

Attachments: Temporary Resolution No. 13629
 Change Order No. 012
 Public Services Department Inter-Office Memorandum

MAC:RWJ

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2021_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A NET INCREASE NOT TO EXCEED ONE MILLION TWO HUNDRED AND SIXTY THOUSAND DOLLARS (\$1,260,000.00) IN THE CONTRACT VALUE FOR BARON SIGN MANUFACTURING FOR THE FABRICATION AND INSTALLATION OF SIGNS UNDER THE COMPREHENSIVE SIGNAGE PROGRAM FOR A TOTAL ESTIMATED EXPENDITURE OF THREE MILLION FIVE HUNDRED FORTY-SIX THOUSAND THREE HUNDRED SIXTY-FIVE DOLLARS AND SEVENTY-NINE CENTS (\$3,546,365.79); AUTHORIZING THE APPROVAL OF CHANGE ORDER NUMBER 012 IN THE AMOUNT OF ONE MILLION TWO HUNDRED AND SIXTY THOUSAND DOLLARS (\$1,260,000.00), ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE LINE ITEM CHANGE ORDERS WITHIN THE APPROVED BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac desires to encourage and promote public awareness and branding through signage; and

WHEREAS, attractive signage use throughout communities have proven to be an effective tool for community awareness, communication, community image and branding; and

WHEREAS, the City's Comprehensive Signage Program is a product of the City's Strategic Planning process; and

WHEREAS, the Comprehensive Signage Program includes a complete citywide signage package comprising of neighborhood, gateway entry, directional/wayfinding, facility and electronic message board signage; and

WHEREAS, on August 24, 2016, via R-2016-84, the City Commission of the City

of Tamarac approved the award of re-bid number 15-23BR to Baron Sign Manufacturing for the fabrication and installation of the City's Comprehensive Signage Program for a total estimated contract value of One Million Seven Hundred and Seventy-Nine Thousand Seventy-Eight (\$1,779,078.00) Dollars; and

WHEREAS, the City Manager approved a new Contract Value of Two Hundred Eighty-Six Thousand Three Hundred Sixty-Five Dollars and Seventy-Nine Cents (\$2,286,365.79) to Baron Sign Manufacturing for additional signage items prior to Change Order 012; and

WHEREAS, the City Manager previously approved Change Order 001 through Change Order 011 to Baron Sign Manufacturing for a total of Five Hundred Seven Thousand Two Hundred Eighty-Seven Dollars and Seventy-Nine Cents (\$507,287.79); and

WHEREAS, Change Order 012 increases the Contract Value to Baron Sign Manufacturing to allow for the fabrication and installation of future signs including the current waiting list of neighborhood signs for the City's Comprehensive Plan Program for a total not to exceed One Million Two Hundred And Sixty Thousand Dollars (\$1,260,000.00); and

WHEREAS, the City Manager approves a new total Contract Value of Three Million Five Hundred Forty-Six Thousand Three Hundred Sixty-Five Dollars and Seventy-Nine Cents (\$3,546,365.79) to Baron Sign Manufacturing for additional signage items including Change Order 012; and

WHEREAS, the increase Contract Value shall be considered as an allowance for future City approved signs in accordance with Contract Documents; and

WHEREAS, it is the recommendation of the Director of Community Development,

Financial Services and Public Services, to approve Change Order 012 and to authorize the net increase in the contract value and to further authorize the appropriate City Officials to execute future Change Orders; 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 approve Change Order 012, and authorize the City Manager or designee to approve future Change Orders and Work Change Directives within the approved budget.

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

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

SECTION 2: A net increase in the contract with Baron Sign Manufacturing in the amount of One Million Two Hundred and Sixty Thousand Dollars (\$1,260,000.00) for the fabrication and installation of signs under the comprehensive signage program increasing the contract from Two Million Two Hundred Eighty-Six Thousand Three Hundred Sixty-Five Dollars and Seventy-Nine Cents (\$2,286,365.79) to Three Million Five Hundred Forty-Six Thousand Three Hundred Sixty-Five Dollars and Seventy-Nine Cents (\$3,546,365.79) is hereby approved.

SECTION 3: Change Order Number 012 in the amount of One Million Two Hundred and Sixty Thousand Dollars (\$1,260,000.00) attached hereto as Exhibit "A" is

hereby approved.

SECTION 4: The City Manager or his designee is hereby authorized to initiate and approve line item change orders in amounts not to exceed the approved budget, which includes but is not limited to making final payment and releasing bonds per Section 6-149 of the City Code, when the work has been successfully completed within the terms, conditions and pricing of the contract.

SECTION 5: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this day of , 2021.

MICHELLE J. GOMEZ,
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN JR.
CITY ATTORNEY

CHANGE ORDER

DATE OF ISSUANCE: **May 06, 2021**

CHANGE ORDER NO.: **012**

OWNER: **CITY OF TAMARAC**
Public Services Dept.
6011 Nob Hill Road, 2nd Floor
Tamarac, FL 33321- 2401

PROJECT NAME:
Comprehensive Sign Program

CONSULTANT: **Baron Sign Manufacturing**
900 13th Street West
Riviera Beach, FL 33404

P.O. No.: **200362**
Project No.: **GP12B**

IN COMPLIANCE WITH SPECIFICATIONS IN THE ABOVE REFERENCED CONTRACT, THE CONTRACTOR AND THE CITY DO BOTH HEREBY AGREE THAT THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES, ADDITIONS OR DELETIONS TO THE SCOPE OF WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS.

DESCRIPTION:

To allow for the fabrication and installation of future signs including the current waiting list of neighborhood signs (part of the Comprehensive Signage Program), Baron Sign's contract value shall be increased in the amount not to exceed \$1,260,000.00. This increase in contract value, shall be considered as an allowance for future City approved signs in accordance with the Contract Documents.

The use of this allowance shall be initiated & executed via a Work Change Directive for all City approved signs unless otherwise noted or authorized by the City in accordance with the Contract Documents. The allowance as approved for each sign, shall include at minimum all engineering, permitting, fabrication & installation of City signs as required per the Contract Documents.

In consideration of the number of signs awaiting to be released and approved by the City, Baron shall provide and maintain a list of itemized locations (as approved by the City) to allow for proper & current tracking of all future City approved sign to be part of Baron Sign's schedule of value. No changes or modifications to itemized list of signs shall take place without written approval by the City.

The contract allowance as described above, shall be proprietary to the City and shall not be used without City's prior written approval (via Work Change Directive) and any unused portion of the allowance shall remain with the City and the Contractor (Baron Sign) agrees they shall have no claim for the un-used amount. Baron Sign further agrees to execute a Change Order to the contract amount as may be required to deduct the unused amount of the allowance.

PURPOSE OF CHANGE ORDER:

The purpose of this change order is to document the added scope of work (signage allowance) as listed herein regarding the Comprehensive Sign Program Project. The work as described above, shall adhere to all contractual requirements in accordance with the contract documents. Time is of the essence.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$1,779,078.00	Original Contract Time (calendar days) 730 Days
Previous Change Orders and/or Amendments \$507,287.79	Net change from previous change orders 1155 Days

Contract Price prior to this Change Order \$ 2,286,365.79	Contract Time Prior to this Change Order 1885 Days
Net Increase of this Change Order not to exceed \$1,260,000.00	Net (Increase) of this Change Order 0 Days
Contract Price with all approved Change Orders \$ 3,546,365.79	Contract Time with all approved Change Orders 1,885 Days

RECOMMENDED

BY _____
Maxine Calloway
Community Development Director

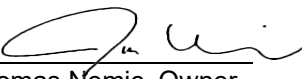
Date _____

APPROVED

BY _____
Michael Cernech
City Manager

Date _____

APPROVED

BY 
Thomas Nemic, Owner
Baron Sign Manufacturing

Date 6/7/2021

CHANGE ORDER

DATE OF ISSUANCE: **May 06, 2021**

CHANGE ORDER NO.: **012**

OWNER: **CITY OF TAMARAC**
Public Services Dept.
6011 Nob Hill Road, 2nd Floor
Tamarac, FL 33321- 2401

PROJECT NAME:
Comprehensive Sign Program

CONSULTANT: **Baron Sign Manufacturing**
900 13th Street West
Riviera Beach, FL 33404

P.O. No.: **200362**
Project No.: **GP12B**

IN COMPLIANCE WITH SPECIFICATIONS IN THE ABOVE REFERENCED CONTRACT, THE CONTRACTOR AND THE CITY DO BOTH HEREBY AGREE THAT THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES, ADDITIONS OR DELETIONS TO THE SCOPE OF WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS.

DESCRIPTION:

To allow for the fabrication and installation of future signs including the current waiting list of neighborhood signs (part of the Comprehensive Signage Program), Baron Sign's contract value shall be increased in the amount not to exceed \$1,260,000.00. This increase in contract value, shall be considered as an allowance for future City approved signs in accordance with the Contract Documents.

The use of this allowance shall be initiated & executed via a Work Change Directive for all City approved signs unless otherwise noted or authorized by the City in accordance with the Contract Documents. The allowance as approved for each sign, shall include at minimum all engineering, permitting, fabrication & installation of City signs as required per the Contract Documents.

In consideration of the number of signs awaiting to be released and approved by the City, Baron shall provide and maintain a list of itemized locations (as approved by the City) to allow for proper & current tracking of all future City approved sign to be part of Baron Sign's schedule of value. No changes or modifications to itemized list of signs shall take place without written approval by the City.

The contract allowance as described above, shall be proprietary to the City and shall not be used without City's prior written approval (via Work Change Directive) and any unused portion of the allowance shall remain with the City and the Contractor (Baron Sign) agrees they shall have no claim for the un-used amount. Baron Sign further agrees to execute a Change Order to the contract amount as may be required to deduct the unused amount of the allowance.

PURPOSE OF CHANGE ORDER:

The purpose of this change order is to document the added scope of work (signage allowance) as listed herein regarding the Comprehensive Sign Program Project. The work as described above, shall adhere to all contractual requirements in accordance with the contract documents. Time is of the essence.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$1,779,078.00	Original Contract Time (calendar days) 730 Days
Previous Change Orders and/or Amendments \$507,287.79	Net change from previous change orders 1155 Days

Contract Price prior to this Change Order \$ 2,286,365.79	Contract Time Prior to this Change Order 1885 Days
Net Increase of this Change Order not to exceed \$1,260,000.00	Net (Increase) of this Change Order 0 Days
Contract Price with all approved Change Orders \$ 3,546,365.79	Contract Time with all approved Change Orders 1,885 Days

RECOMMENDED

BY _____
Maxine Calloway
Community Development Director

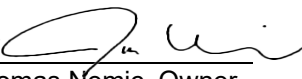
Date _____

APPROVED

BY _____
Michael Cernech
City Manager

Date _____

APPROVED


BY 
Thomas Nemic, Owner
Baron Sign Manufacturing


Date 6/7/2021

**CITY OF TAMARAC
INTER-OFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT**

To: Michael C. Cernech – City Manager

Thru: Maxine Calloway – Director of Community Development

Thru: Jack Strain – Director of Public Services  For J.S.

From: Dibb Machuca – Public Services Project Manager 

Date: May 19, 2021

Re: Comprehensive Sign Program Project – Change Order No. 12 Signage Allowance for Neighborhood, Gateway & Directional Signs; PO No. 200362; Project No. GP12B; Re-Bid No. 15-23BR

Recommendation:

I recommend that the City Manager approve Change Order No. 12 for the Comprehensive Signage Program Project in the amount not to exceed \$1,260,000.00.

Issue:

The approval of Change Order No. 12 for the Comprehensive Signage Program to document an increase in Baron Sign's contract value to allow for funding of future City signs including but not limited to the neighborhood signage program's current waiting list of signs in accordance with the Comprehensive Signage Program.

Background:

The Neighborhood Signage Program (under the Comprehensive Signage Program), is part of the City's Community Appearance Initiative that has grown to include over 22 communities interested in the City funded neighborhood signs. The interest generated through this program resulted in a growing number of community (neighborhood) signs that was not accounted for as part of Baron Sign's contract. In consideration of the currently identified and forthcoming (current waiting list) Neighborhood Signs to be released for fabrication and installation, an adjustment to Baron Sign's contract value is required.

As a result of the forthcoming list of Neighborhood, Gateway and Directional Signs, the City shall increase Baron Sign's contract value in the amount not to exceed \$1,260,000.00. The proposed net increase amount in Baron's contract value shall be used as an allowance, initiated & executed via a Work Change Directive to Baron Sign for all identified and approved future City signs in accordance with the Contract Documents.

The funds for the proposed contract amendment have already been recognized and included in the budget for expenditures associated with the Neighborhood Signage component of the Program. The funds were part of a Budget Allocation accomplished on FY2020.

Fiscal Impact:

This Change Order will increase Baron Sign's contract value in the amount not to exceed \$1,260,000.00.

Project /Account Number:

Project No. GP12B; Account No. 310-5020-541.63-52; PO Number: 200362

Approved: _____

Disapproved: _____

cc: **Christine A. Josephs Cajuste; Keith Glatz**

CHANGE ORDER

DATE OF ISSUANCE: May 06, 2021

CHANGE ORDER NO.: 012

OWNER: **CITY OF TAMARAC**
Public Services Dept.
6011 Nob Hill Road, 2nd Floor
Tamarac, FL 33321- 2401

PROJECT NAME:
Comprehensive Sign Program

CONSULTANT: **Baron Sign Manufacturing**
900 13th Street West
Riviera Beach, FL 33404

P.O. No.: **200362**
Project No.: **GP12B**

IN COMPLIANCE WITH SPECIFICATIONS IN THE ABOVE REFERENCED CONTRACT, THE CONTRACTOR AND THE CITY DO BOTH HEREBY AGREE THAT THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES, ADDITIONS OR DELETIONS TO THE SCOPE OF WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS.

DESCRIPTION:

To allow for the fabrication and installation of future signs including the current waiting list of neighborhood signs (part of the Comprehensive Signage Program), Baron Sign's contract value shall be increased in the amount not to exceed \$1,260,000.00. This increase in contract value, shall be considered as an allowance for future City approved signs in accordance with the Contract Documents.

The use of this allowance shall be initiated & executed via a Work Change Directive for all City approved signs unless otherwise noted or authorized by the City in accordance with the Contract Documents. The allowance as approved for each sign, shall include at minimum all engineering, permitting, fabrication & installation of City signs as required per the Contract Documents.

In consideration of the number of signs awaiting to be released and approved by the City, Baron shall provide and maintain a list of itemized locations (as approved by the City) to allow for proper & current tracking of all future City approved sign to be part of Baron Sign's schedule of value. No changes or modifications to itemized list of signs shall take place without written approval by the City.

The contract allowance as described above, shall be proprietary to the City and shall not be used without City's prior written approval (via Work Change Directive) and any unused portion of the allowance shall remain with the City and the Contractor (Baron Sign) agrees they shall have no claim for the un-used amount. Baron Sign further agrees to execute a Change Order to the contract amount as may be required to deduct the unused amount of the allowance.

PURPOSE OF CHANGE ORDER:

The purpose of this change order is to document the added scope of work (signage allowance) as listed herein regarding the Comprehensive Sign Program Project. The work as described above, shall adhere to all contractual requirements in accordance with the contract documents. Time is of the essence.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$1,779,078.00	Original Contract Time (calendar days) 730 Days
Previous Change Orders and/or Amendments \$564,627.79	Net change from previous change orders 1155 Days

Contract Price prior to this Change Order \$ 2,343,705.79	Contract Time Prior to this Change Order 1885 Days
Net Increase of this Change Order not to exceed \$1,260,000.00	Net (Increase) of this Change Order 0 Days
Contract Price with all approved Change Orders \$ 3,603,705.79	Contract Time with all approved Change Orders 1,885 Days

RECOMMENDED

BY _____
Maxine Calloway
Community Development Director

Date _____

APPROVED

BY _____
Michael Cernech
City Manager

Date _____

APPROVED

BY _____
Thomas Nemic, Owner
Baron Sign Manufacturing

Date 5-17-21



Title - TO2473 - Tamarac Village - Planned Development Plan Agreement Amendment

An Ordinance of the City Commission of the City of Tamarac, Florida, approving and authorizing the Mayor, Vice-Mayor, or City Manager of the City of Tamarac, Florida, on behalf of the city, to amend, execute, and to otherwise enter into an amended and Restated Planned Development Master Development Plan Agreement between the City of Tamarac and JKM Tamarac Village, LLC., attached hereto as Exhibit "B", for the development of property located on the north side of Commercial Boulevard, generally between NW 94th Avenue to the west and Pine Island Road to the east with portions located north of NW 57th Street, generally known as "Tamarac Village" within the City of Tamarac, more legally described in Exhibit "A"; authorizing the appropriate city officials to do all things necessary to effectuate the intent of this ordinance; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 2

ATTACHMENTS:

Description	Upload Date	Type
1 - Tamarac Village Amended Planned Development Agreement Memo	6/16/2021	Cover Memo
2a - TO2473 - Tamarac Village PD Amendment Ordinance	6/16/2021	Ordinance
2b - Exhibit A- Legal Description	6/7/2021	Exhibit
2c- Exhibit B- Amended and Restated Tamarac Village Planned Development (PD) Master Development Plan Agreement	6/7/2021	Exhibit
3 - Justification Statement for Proposed PD Agreement Amendment Tamarac Village	6/7/2021	Backup Material
4 - Master Plan Exhibit	6/7/2021	Backup Material
5 - Amended and Restated Tamarac Village Planned Development (PD) Master Development Plan Agreement	6/7/2021	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21-06-003M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Michael C. Cernech
City Manager

FROM: Maxine A. Calloway,
Director of Community Development

DATE: June 9, 2021

RE: Tamarac Village / JKM Amended and Restated Planned Development Master Plan Agreement
TEMP. ORDINANCE NO. 2473; CASE#: 1-PD-21; MF#:03-02

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the request for amendment to the executed Tamarac Village Planned Development (PD) Master Development Plan Agreement to remove the currently approved eighteen (18) individual private garages within Phase II and replace with seventeen (17) individual private carports as a means to providing on-site parking for the residential units to the Residential subsection of the Vehicular Parking Standards at its June 23, 2021 meeting for first reading and at its July 14, 2021 meeting for second reading with a condition of approval (see attached Temporary Ordinance No. 2473).

ISSUE: James Gielda, designated agent for the property owner, JKM Tamarac Village, LLC, seeks to enter into an Amended and Restated Planned Development Master Plan Agreement with the City in accordance with Section 10-5.4(E) of the City of Tamarac Code of Ordinances (see attached Justification Statement for Proposed PD Agreement Amendment Tamarac Village). Section 4, Amendments, of the Amended and Restated Tamarac Village Planned Development (PD) Master Development Plan Agreement, passed on second reading by the City Commission on July 11, 2018, states, "All amendments of the Planned Development Agreement and Master Development Plan, other than those deemed by the Community Development Department to be minor amendments as set out in the Land Development Code, shall require the review and approval of the City Commission in the same manner as a rezoning of the parcel." The proposed removal of the approved eighteen (18) individual private garages within Phase II and replacement with seventeen (17) individual private carports has not been deemed to be minor by the Community Development Department, as the garages as a required amenity is listed in the Planned Development Agreement, and, as such, necessitates an amendment, review and approval of the City Commission.

BACKGROUND: Division 27, Sections 24-542 through 24-545, of the former Zoning Code established the standards and requirements to rezone property to Planned Development and to further enter into a Planned Development Agreement that outlined the development standards for under which the development was approved. On March 28, 2018, the City Commission adopted Ordinance 2018-02, rezoning the Tamarac Village property from Mixed Use District (MXD) to Planned Development (PD) and entering into a Planned Development Agreement with JKM Tamarac Village LLC.

On July 11, 2018, the City Commission adopted Ordinance 2018-10, entering into an Amended and Restated Planned Development Master Plan Agreement between the City of Tamarac and JKM Tamarac Village, LLC. The amendment was a result of changes being made to the Master Lease Agreement for Tamarac Village. The Amended and Restated Planned Development Master Plan

City Manager

Tamarac Village / JKM Amended and Restated Planned Development Master Plan Agreement

Case No. 1-PD-21 – Temp Ord. No. XX

June 9, 2021 – Page 2

Agreement provided for a new arrangement under which the public park component of the project is delivered to the City.

The Amended and Restated Planned Development Master Plan Agreement outlined a new phasing plan and refined obligations relative to the construction of the public park component prior to delivery to the City. Specifically, the amendment substituted the construction of the Tamarac Village Park facilities in-lieu of the \$517,870.00 Parks and Recreation Impact Fee.

ANALYSIS: Phase II of Tamarac Village includes the construction of six (6) residential buildings containing a total of one hundred and ninety (190) units, right-of-way improvements for NW 57 Street and NW 91 Avenue, a 0.75-acre Public Park, and two (2) freestanding garage buildings containing eighteen (18) individually enclosed parking spaces (see attached Master Plan Exhibit). The applicant is proposing to replace the two (2) freestanding garage buildings containing eighteen (18) individually enclosed parking spaces with two (2) open carport structures containing seventeen (17) parking spaces.

The difference in the number of parking spaces is that one (1) of the parking spaces within one (1) of the carport structures is dimensioned and stripped as an Accessible Parking Space. The proposed revision gives a resident with a disabled placard the opportunity to utilize an Accessible Parking Space suited for their needs. In addition, the total number of parking spaces with garage building is 39, with the carport option, the Developer would be able to add an additional tandem parking, increasing the overall number of parking spaces with the carport option from 39 to 40 spaces.

The carports will provide an alternative and less costly covered reserved parking option for residents. A reserved private garage parking space and adjacent driveway parking space costs \$195.00 per month in addition to the base monthly rental fee. The monthly rental rate for a reserved carport parking space and adjacent driveway parking space would be approximately half the cost of a fully enclosed garage parking space due to less costly construction.

The Residential subsection of the Vehicular Parking Standards of the Tamarac Village Planned Development (PD) Master Development Plan Agreement is being amended to add individual private carports as a means of providing on-site parking for the direct occupant of the residential unit, and the reduction of required parking provided by individual private garages and carports to 17.1% as opposed to 17.2%, due to the reduction of parking spaces within the carport structures (see attached Amended and Restated Tamarac Village Planned Development (PD) Master Development Plan Agreement). This request does not affect any enclosed garages that are located under apartment buildings as it only applies to the two (2) freestanding garage buildings in Phase II and does not provide for any reduction in the total number of parking spaces provided throughout the development.

CONCLUSION: The Amended and Restated Tamarac Village Planned Development (PD) Master Development Plan Agreement is necessary in order to ensure that project proceeds in an orderly manner and is viable. Improvements identified within the Amended and Restated Tamarac Village Planned Development (PD) Master Development Plan Agreement are intended to support and enhance the community.

The Director of Community Development recommends that the Mayor and City Commission approve the request for amendment to the executed Tamarac Village Planned Development (PD) Master Development Plan Agreement to remove the currently approved eighteen (18) individual private

City Manager

Tamarac Village / JKM Amended and Restated Planned Development Master Plan Agreement

Case No. 1-PD-21 – Temp Ord. No. XX

June 9, 2021 – Page 3

garages within Phase II and replace with seventeen (17) individual private carports as a means to providing on-site parking for the residential units to the Residential subsection of the Vehicular Parking Standards at its June 23, 2021 meeting for first reading and at its July 14, 2021 meeting for second reading with the following condition of approval:

1. Prior to Building Permit submittal, The Applicant is required to file and obtain approval of a Site Plan (Minor) Application to update and revise the Master Development Plan for Tamarac Village which will serve as an exhibit to the Amended and Restated Development Agreement.



Maxine Calloway,
Director of Community Development

Attachments: Temporary Ordinance No. 2473
Justification Statement for Proposed PD Agreement Amendment Tamarac Village
Master Plan Exhibit
Amended and Restated Tamarac Village Planned Development (PD) Master
Development Plan Agreement

MAC:RWJ

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR, VICE-MAYOR, OR CITY MANAGER OF THE CITY OF TAMARAC, FLORIDA, ON BEHALF OF THE CITY, TO AMEND, EXECUTE, AND TO OTHERWISE ENTER INTO AN AMENDED AND RESTATED PLANNED DEVELOPMENT MASTER DEVELOPMENT PLAN AGREEMENT BETWEEN THE CITY OF TAMARAC AND JKM TAMARAC VILLAGE, LLC., ATTACHED HERETO AS EXHIBIT "B", TO ALLOW FOR AN AMENDMENT TO THE RESIDENTIAL VEHICULAR PARKING STANDARDS FOR THE DEVELOPMENT OF PROPERTY LOCATED ON THE NORTH SIDE OF COMMERCIAL BOULEVARD, GENERALLY BETWEEN NW 94TH AVENUE TO THE WEST AND PINE ISLAND ROAD TO THE EAST WITH PORTIONS LOCATED NORTH OF NW 57TH STREET, GENERALLY KNOWN AS "TAMARAC VILLAGE" WITHIN THE CITY OF TAMARAC, MORE LEGALLY DESCRIBED IN EXHIBIT "A"; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO DO ALL THINGS NECESSARY TO EFFECTUATE THE INTENT OF THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac City Commission ("City"), hereby finds that development of property for residential and commercial uses within the City is desired, and that residential and commercial development provides for an increased tax base, improved property values, and a more positive community appearance; and

WHEREAS, pursuant to the City of Tamarac Code of Ordinances Division 27, Sections 24-542 through 24-545, under which the Tamarac Village Project was approved, the City Commission entered into a Planned Development Master Plan Agreement with JKM Tamarac Village, LLC., on March 28, 2018 by the approval of Ordinance 2018-02; and

WHEREAS, Section 24-545 provides for the ability to amend previously approved Planned Development Plan and Agreement, by mutual consent of the parties to the agreement or by their successors in interest; and

WHEREAS, On July 11, 2018, the City Commission adopted Ordinance 2018-10, entering into an Amended and Restated Planned Development Master Plan Agreement between the City of Tamarac and JKM Tamarac Village, LLC specifically to address the 0.75 acre Public Park obligation and Phasing Schedule; and

WHEREAS, JKM Tamarac Village, LLC., and the City seek to amend and restate the Planned Development Master Plan Agreement to add Individual Private Carports as an on-site parking option to the Residential Vehicular Parking Standards of the Amended and Restated Planned Development Master Plan Agreement

WHEREAS, the Amended and Restated Planned Development Master Plan Agreement, which is attached hereto as Exhibit "B", and incorporated herein by reference, outlines a plan for the inclusion of Individual Private Carports as a means of providing on-site parking and is being entered by mutual consent; and

WHEREAS, pursuant to the requirements of Chapter 163, Florida Statutes, the City has conducted the two (2) duly noticed public hearings relating to the consideration of the Amended and Restated Planned Development Master Plan Agreement; and,

WHEREAS, the Director of Community Development recommends approval of the proposed Amended and Restated Planned Development Master Plan Agreement; and

WHEREAS, the City Commission finds that the approval of the Amended and Restated Planned Development Master Plan Agreement is in the best interest of the health, safety, and welfare of the citizens and residents of the City.

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

Section 1. That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of the Ordinance upon adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part thereof.

Section 2. Pursuant to the City of Tamarac Code of Ordinances, Division 27, Sections 24-542 through 24-545, the City Commission hereby approves the Amended and Restated Planned Development Master Plan Agreement between the City of Tamarac and JKM Tamarac Village, LLC., which is attached hereto as Exhibit “B”, and authorizes the Mayor, Vice-Mayor, or City Manager to execute the Amended and Restated Planned Development Master Plan Agreement with the following condition of approval:

1. Prior to Building Permit submittal, The Applicant is required to file and obtain approval of a Site Plan (Minor) Application to update and revise the Master Development Plan for Tamarac Village which will serve as an exhibit to the Amended and Restated Development Agreement.

Section 3. The Amended and Restated Planned Development Master Plan Agreement shall take effect upon adoption.

Section 4. The City Clerk shall record a certified copy of this Ordinance and the Amended and Restated Planned Development Master Plan Agreement in the Public Records of Broward County, Florida, at the expense of JKM Tamarac Village, LLC.

Section 5. The City Commission hereby authorizes and directs the appropriate City Officials to do all things necessary and expedient to effectuate the intent of this Ordinance.

Section 6. All Ordinances or parts of Ordinances, and all Resolutions or parts of Resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. This Ordinance shall become effective upon its passage and adoption by the City Commission.

PASSED, FIRST READING this day of , 2021.

PASSED, SECOND READING this day of , 2021.

MICHELLE J. GOMEZ,
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN JR.
CITY ATTORNEY

EXHIBIT "A"

LOT 1, BLOCK 3 AND LOTS 6 THROUGH 12, INCLUSIVE, BLOCK 4, LYONS INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 71, PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF LOTS 6, 7, 8, 9 AND 10, BLOCK 9 AND A PORTION OF LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 10, LYONS COMMERCIAL SUBDIVISION UNIT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 69, PAGE 43 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 1 AT THE NORTHERLY MOST NORTHWEST CORNER OF SAID LOT 10, BLOCK 10; THENCE NORTH 89°36'02" EAST, ON THE NORTH LINE OF SAID BLOCK 10, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF N.W. 57TH STREET, ACCORDING TO SAID PLAT, A DISTANCE OF 1180.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ON THE ARC OF SAID CIRCULAR CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°23'58" EAST, A DISTANCE OF 242.95 FEET (THE LAST TWO COURSES BEING COINCIDENT WITH THE EAST LINE OF SAID LOT 1, BLOCK 10); THENCE SOUTH 44°36'02" WEST, ALONG THE NORTH LINE OF COMMERCIAL BOULEVARD, ACCORDING TO OFFICIAL RECORDS BOOK 7462 AT PAGE 352 OF SAID PUBLIC RECORDS, A DISTANCE OF 35.36 FEET; THENCE SOUTH 89°36'02" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF COMMERCIAL BOULEVARD, ACCORDING TO OFFICIAL RECORDS BOOK 7462 AT PAGES 352, 339, 344, 352, 347, 349 357 AND 329 OF SAID PUBLIC RECORDS, A DISTANCE OF 975.00 FEET; THENCE NORTH 00°23'58" WEST ON THE EAST LINE OF SAID LOT 10, A DISTANCE OF 8.88 FEET; THENCE SOUTH 89°36'02" WEST, ALONG THE NORTH RIGHT-OF-WAY OF COMMERCIAL BOULEVARD, ACCORDING TO OFFICIAL RECORDS BOOK 44307 AT PAGE 130 OF SAID PUBLIC RECORDS, A DISTANCE OF 210.14 FEET; THENCE NORTH 45°54'28" WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 22.47 FEET; THENCE NORTH 01°25'35" WEST, A DISTANCE OF 242.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ON THE ARC OF SAID CIRCULAR CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 91°02'37", A DISTANCE OF 39.72 FEET TO THE POINT OF BEGINNING 1 (THE LAST TWO COURSES BEING COINCIDENT WITH THE WEST LINE OF SAID LOT 10).

AND:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 9, LYONS COMMERCIAL SUBDIVISION UNIT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 69, PAGE 43, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°36'02" WEST, ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 3.72 FEET TO THE POINT OF BEGINNING 2; THENCE SOUTH 01°26'29" EAST, A DISTANCE OF 281.00 FEET; THENCE SOUTH 89°36'02" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF COMMERCIAL BOULEVARD, ACCORDING TO OFFICIAL RECORDS BOOK 32920, AT PAGE 120 OF SAID PUBLIC RECORDS, A DISTANCE OF 51.90 FEET; THENCE SOUTH 00°23'58" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 12.00 FEET; THENCE SOUTH 89°36'02" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF COMMERCIAL BOULEVARD, ACCORDING TO OFFICIAL RECORDS BOOK 7462, AT PAGES 357, 355 AND 342 OF SAID PUBLIC RECORDS, A DISTANCE OF 424.49 FEET; THENCE NORTH 45°23'58" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 35.36 FEET; THENCE NORTH 00°23'58" WEST, A DISTANCE OF 242.95 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO

THE RIGHT; THENCE NORTHEASTERLY ON THE ARC OF SAID CIRCULAR CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET (THE LAST TWO COURSES BEING COINCIDENT WITH THE WEST LINE OF SAID LOT 10, BLOCK 9); THENCE NORTH 89°36'02" EAST, ALONG THE NORTH LINE OF SAID BLOCK 9 AND THE SOUTH RIGHT-OF-WAY LINE OF N.W. 57TH STREET, ACCORDING TO SAID PLAT, A DISTANCE OF 471.28 FEET TO THE POINT OF BEGINNING 2. SAID LANDS ALL LYING IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 17.263 ACRES, MORE OR LESS.

Prepared by and Return to:
City Attorney
CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

AMENDED AND RESTATED TAMARAC VILLAGE PLANNED DEVELOPMENT (PD) MASTER DEVELOPMENT PLAN AGREEMENT

The City of Tamarac, a Florida municipal corporation (the "City") and JKM Tamarac Village, LLC a Florida limited liability company (the "Developer"), hereby covenant and agree, and bind their successors, and assigns as follows.

The City entered into a Planned Development Master Development Plan Agreement with the Developer on March 28, 2018.

The Planned Development Master Development Plan Agreement was previously Amended and Restated between the City and the Developer on July 11, 2018.

1. OWNERSHIP OF THE PROPERTY

This Planned Development, commonly known as "TAMARAC VILLAGE" involves 17.263 acres of land which is legally described on "Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property" or "Tamarac Village". The Property is under the unified control of the Developer. The Developer or his successor shall maintain unified control of the Property until after construction and the issuance of certificate of occupancy of Phase III.

2. DEVELOPMENT CONCEPT AND PLANNING OBJECTIVES

The Tamarac Village PD Plan is consistent with the City's Comprehensive Plan and Land Development Regulations. Tamarac Village will be developed as a mixed-use development that complement uses through building design and street orientation. Transportation linkages among both on-site and off-site uses will be facilitated through the uses of pedestrian, bicycle and vehicular connections, shared access points and shared parking, to create a new public gathering space and central district for the City. The new housing stock provided will be marketed to and targeted for a variety of demographic groups, including active retirees, "empty nesters" and young professionals.

3. PLANNED DEVELOPMENT AGREEMENT AND MASTER DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Planned Development Agreement (the "PD Agreement") and the Master Development Plan (the "PD Plan"), attached hereto as Exhibit "B". The PD Plan generally depicts the planned layout of streets, lots, common areas and other planned features or improvements to the Property. Collectively, this PD Agreement and the PD Plan for the Property may be referred to as the

"Plan". In the event a conflict between the terms and provisions of the PD Agreement and the graphic illustrations of the PD Plan, the PD Agreement shall control. If the PD Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the PD Plan. Except as otherwise provide in this PD Agreement, the requirements of the PD Plan shall control a conflict between the terms and provisions of the PD Plan and the City's Ordinances, the requirements of the PD Plan shall control. If the PD Plan fails to address a particular subject or requirements, the requirements of the applicable Land Development Regulations in effect at the time of development prevail.

4. **AMENDMENTS**

All amendments of the Planned Development Agreement and Master Development Plan, other than those deemed by the Community Development Department to be minor amendments as set out in the Land Development Code, shall require the review and approval of the City Commission in the same manner as a rezoning of the parcel.

5. **PERMITTED USES**

The Property shall be used and developed as follows:

A. Residential

401 total multi-family residential units in Parcels A, B and D. In conjunction with this multi-family residential use, the following Accessory Uses shall be permitted for the benefit of the project residents.

- Private Clubhouse/Recreational Facility
- Leasing Center / General Office
- Fitness Area
- Outdoor Kitchen
- Spa (dedicated space for private massage services)
- Repair / Maintenance Facility with Storage

B. Commercial

In order to ensure the viability of the approximately 44,000 SF. lifestyle commercial center, permitted uses must be flexible. Specifically, traditional retail uses must be permitted in conjunction with store-front office uses, medical uses, institutional uses, and cultural uses for Parcels C-1 and C-2.

Department Stores and other commercial uses with building footprints in excess of 18,568 SF. shall not be permitted.

The following chart provides a list of all commercial uses that will be permitted within Tamarac Village:

PRINCIPAL USES TABLE	
RETAIL AND COMMERCIAL	PERSONAL SERVICES
Antique shop	Bank/financial institution w/o drive through
Bakery	Barber/beauty shops
Barber/Beauty supplies and equipment sales	Clinic, medical or dental
Bicycle sales and repair	Date processing service

Bookstore	Express or parcel delivery office
Clothing and accessories store	Health, fitness, weight reduction, and spa
Department store	Laundry and dry-cleaning pickup station
Drugstore or pharmacy, general	Locksmith
Floral or florist shop	Mail and packing store, private
Fruit and vegetable market	Personal services
Gift and card shop	Picture framing
Grocery store, retail	Photo studio and processing
Hardware, paint, glass, wallpaper and floor covering store	Print shop
Hobby, fabric and craft shop	Shoe repair
Jewelry store, including repair of jewelry and clocks	Studio, instructional
Nightclub, bar or lounge*	Studio, professional
Pet grooming shop	Tailor shop
Pottery shop	Travel agency
Restaurant	
Retail, general	
Showroom, general	CULTURAL, ENTERTAINMENT & RECREATIONAL
	Art gallery and museum, public or private
OFFICE USES	Park, public
Interior Design, including sales	Recreation center, public
Office, medical or dental	Recreation, commercial - indoor
Office, professional and business	
Optical, optician or optometrist offices	PUBLIC AND INSTITUTIONAL
	Government uses
	Post Office
	Post office, accessory

Note: *Indicates a Special Exception in accordance with Article IV, Exceptions and Modifications, Tamarac Code of Ordinances.

6. COMMUNITY BENEFITS & IMPACT FEES

In order to compensate for added development flexibility under the PD District, Tamarac Village will provide the following community benefits and impact fees:

- A .75 acre Public Park.
- Public Art Impact Fee equating to 1% of construction value paid at building permit issuance.
- Affordable Housing Impact Fee of \$240,500 paid on a per-unit basis of \$600 at the time of building permit issuance for individual building.

- Traffic Mitigation Fee for the Local Activity Center calculated at \$121.12/PM peak hour trip collected by the City at building permit issuance for delivery to the County.
- Water Impact Fee to be collected by separate Developer's Agreement with the City.
- Sewer Impact Fee to be collected by separate Developer's Agreement with the City.
- Improved streetscapes for N.W. 57th Street and N.W. 91st Street that include paver sidewalks, pedestrian lighting, street furnishings, and enhanced landscaping
- Pedestrian, bicycle and vehicular linkages to the overall circulation infrastructure of the City of Tamarac
- Creation of over \$100,000,000.00 worth of new, taxable real estate development within the city of Tamarac.

7. PUBLIC UTILITIES AND FACILITIES

Public electricity, telephone, gas, water and sanitary sewer service ("Public Utilities") shall be provided by the Developer to all lots in the Project. Public Utilities shall be installed and maintained underground as required by the City. Prior to the issuing of any foundation or building permits for the Project, the Developer shall provide all public easements reasonably necessary, in such locations approved in advance by the relevant utility service provider and the City. All reasonable necessary easements for water and sanitary sewer shall be granted to the City. The following public facilities will be serving the development:

Solid Waste Management: Provided by the City of Tamarac Public Services Department through current subcontractor Waste Management of Florida, Inc.

Fire Protection and EMS Services: Provided by the City of Tamarac Fire Rescue Department. The closest fire station that will service Tamarac Village is Fire Station 15 located at 6000 Hiatus Road, Tamarac, FL 33321.

Police Protection: Provided by the Broward County Sheriff's Office, Tamarac District located at 7515 Pine Island Road, Tamarac, FL 33321.

Schools: Provided by The School Board of Broward County. The specific schools that will serve Tamarac Village include:

Challenger Elementary 5703 NW 94 th Ave. Tamarac, FL 33321	Millennium Middle School 5803 NW 94 th Ave. Tamarac, FL 33321	J.P. Taravella High School 10600 Riverside Drive Coral Springs, FL 33071
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Parks and Recreation: Provided by the City of Tamarac Parks system. Specific parks and recreation facilities that will service Tamarac Village include:

Caporella Park 5200 W. Prospect Road Tamarac, FL 33321	Mainlands Park 4500 Monterey Drive Tamarac, FL 33321	Tamarac Sports Complex 9901 NW 77 th Street Tamarac, FL 33321
Sunset Point Park 11000 W. McNab Road Tamarac, FL 33321	Tephford Park 10003 Southgate Boulevard Tamarac, FL 33321	

Storm Water Management: Provided via outfall to the 100' wide canal located adjacent to the north property line of Tamarac Village. This 100' wide canal connects to the C-14 drainage canal located along Southgate Boulevard and is included within the City of Tamarac

Master Water Management Permit (06-00072-S). Additional water storage, either dry or wet, will be constructed on the city owned FPL easement area located adjacent to Southgate Boulevard.

Underground Utilities: All onsite utilities shall be installed underground:

Electricity: Provided by Florida Power & Light

Water & Sewer: Provided by the City of Tamarac Water Services Department

Telecommunications: Provided by Hotwire, AT&T and/or Comcast

Gas: Provided by the City of Sunrise Gas Department

8. PHASING

Tamarac Village will be constructed in three (3) primary phases. Phase I includes the construction of the private residential clubhouse and residential buildings numbers 1 – 7. A total of 211 units will be constructed in this phase. The anticipated commencement of construction is 3Q2018. Construction is anticipated to take 18 months.

Phase II includes the construction of residential buildings 8 -13, R.O.W. improvements for NW 57th Street and NW 91st Avenue and the .75 acre Public Park. A total of 190 units will be constructed. The anticipated commencement of construction is 2Q2019. Construction is anticipated to take 18 months.

Phase III includes the construction of commercial buildings 1 – 3 and R.O.W. improvements for NW 91st avenue. A total of 44,090 SF. of commercial will be constructed. The anticipated commencement of construction is 4Q2019. Construction is anticipated to take 12 months.

9. VEHICULAR PARKING STANDARDS

A. Residential

All parking required to meet the direct occupant needs for each residential unit shall be provided on-site via a combination of the following means:

- Individual Private Garages
- Individual Private Carports
- Driveway Spaces
- Off-Street Parking Lot Spaces
- Off-Street Motorcycle Spaces

All individual private garages and carports shall be restricted to vehicular parking only by the Lease Agreement. No more than 17.1 47.2 % of such required parking shall be provided by individual private garages and carports.

Guest parking for the residential units will be accommodated by off-street parking spaces located on NW 57th Street. The PD Plan shall designate those on-street parking spaces that will accommodate guest parking via the abbreviated designation of "GR." Parking within these public right-of-way spaces shall be permitted 24 hours per day for up to a 24-hour period.

All "GR" spaces will be monitored by a third-party parking management company that will assure that no guest vehicles remain within the same parking space in excess of 24 hours. If a vehicle violates this policy, it will be ticketed with a 24-hour warning notice to relocate. If the vehicle does not relocate, then it will be towed at the owner's expense. Signage will be provided adjacent to the "GR" parking spaces that indicate the 24-hour maximum parking rule.

The multi-family residential (apartments) parking standards for Tamarac Village shall be as follows:

Residential Vehicular Parking Standards for Tamarac Village	
<i>Unit Type</i>	<i>Parking Standard</i>
1 Bedroom Unit	1.5 SP. / D.U.
2 Bedroom Unit	2 SP. / D.U.
3 Bedroom Unit	2 SP. / D.U.
Guest Parking	14.6% of Total Required Parking
Clubhouse Parking	1 SP. / 635 SF.

B. Commercial

All parking required to meet the parking needs for the commercial uses within Tamarac Village shall be provided both on-site and off-site via a combination of the following means:

- Off-Street Parking Lot Spaces
- On-Street Parking Spaces

The PD Plan shall designate those on-street public parking spaces that will accommodate commercial uses via the abbreviated designation of "CP." Parking within these public right-of-way spaces shall be permitted 24 hours per day.

The commercial parking standards for Tamarac Village shall be as follows:

Commercial Vehicular Parking Standards for Tamarac Village	
<i>Use Type</i>	<i>Parking Standard</i>
General Retail	1 Space per 300 A/C SF.
General Office	1 Space per 300 A/C SF.
Sit-Down Restaurant	1 Space per 100 A/C SF.
Exterior Dining	1 Space per 100 Gross SF.

Parking standards for the specific commercial uses that are not contemplated by the above chart shall be in accordance with the City of Tamarac Land Development Code.

Handicap Parking

Vehicular handicap parking shall be provided in accordance with the City of Tamarac Land Development Code and the Florida Accessibility Code.

10. BICYCLE PARKING STANDARDS

Tamarac Village will provide bicycle parking spaces for both residential and commercial uses in accordance with the following minimum standards:

Bicycle Parking Standards for Tamarac Village	
<i>Use/Location</i>	<i>Parking Standard</i>
Residential Units	1 SP. per 4.6 D.U.
Commercial	1 SP. per 1,837 Gross SF.

11. LANDSCAPE BUFFER STANDARDS

Commercial Boulevard Right-of-Way Landscape Buffer

An average ten foot (10') wide right-of-way landscape buffer shall be provided adjacent to the Commercial Boulevard right-of-way. The minimum width of this landscape buffer shall be four feet (4').

N.W. 94th Avenue Right-of-Way Landscape Buffer

An average ten foot (10') wide right-of-way landscape buffer shall be provided adjacent to the N.W. 94th Avenue right-of-way. The minimum width of this landscape buffer shall be five feet (5').

Perimeter Landscape Buffer (Adjacent to 100' Canal, Fo Guang Shan Miami Temple, Active Senior Living Residence, and Wendy's Restaurant)

An average ten foot (10') wide perimeter landscape buffer shall be provided along these perimeter property lines. The minimum width of this landscape buffer shall be eight feet (8').

N.W. 57th Street & N.W. 91st Ave. Right-of-Way Landscape Buffers

Landscape buffers are not required along these rights-of-way in order to encourage street-front buildings and pedestrian circulation. Pedestrian scale landscaping is provided which includes: foundation plantings with tiered shrub layers including ground covers, privacy screen hedges for ground floor apartments, and hardscape provided including special pavement with tree wells for large palm trees lining walkways and rights-of-way.

12. SPECIAL LANDSCAPE STANDARDS

Shade Trees

Tamarac Village will provide a minimum of 48% of the required trees as shade trees and not 50% of the required trees as shade trees due to the urban nature of the development. Palm trees and other materials are more appropriate due to scale and planting environment.

Commercial Boulevard Right-of-Way Landscape Street Trees

Required plantings for the Commercial Boulevard right-of-way street trees may be located a maximum amount of 12' within the property from the right-of-way. Shade trees, small trees and palm trees may be utilized for street trees.

Palm Trees

Tamarac Village will provide a minimum of 16% palm trees.

Landscape Islands

Landscape islands and terminus islands at the end of parking rows shall be a minimum of 5 feet in width. Landscape islands are required for every 12 consecutive parking spaces or less. Landscape islands and terminus islands at the end of parking rows shall either have shade trees, small trees or palm trees. No tree is required in landscape islands and terminus islands where area is reduced to not allow for proper tree species planting or containing a fire hydrant.

Pedestrian Zone Landscape Widths (ie: Foundation Plantings)

Pedestrian zone landscape widths for all residential buildings, commercial buildings, clubhouses, and garage buildings may be reduced in size as shown on the PD Plan in order to encourage creative, multi-layered landscaping.

Building Façade Landscape

A total of 1 tree per every 30 lineal feet of façade is required adjacent to the primary frontage as well as the vehicular use area. These trees may be located adjacent to all building facades including ones that do not face vehicular use areas. Shade trees, small trees and palm trees may be utilized for pedestrian zone trees.

Impervious Area.

The maximum impervious area allowed for the development is 12.62 AC.

Pervious Area.

The minimum pervious area required for the development is 3.61 AC.

13. BUILDING HEIGHTS

A. Residential

The multi-family residential buildings at Tamarac Village shall be limited to four (4) stories with an overall maximum vertical height (inclusive of architectural features and appurtenances) of sixty (60) feet measured from the Finished Floor Elevation (FFE) of each building pad. The residential buildings reflected within this PD Agreement currently show an overall maximum height of forty-eight feet two inches (48'-2").

The multi-family residential clubhouse building(s) shall be limited to two (2) stories with an overall maximum vertical height (inclusive of architectural features and appurtenances) of forty (40) feet measured from the Finished Floor Elevation (FFE) of the building pad. The clubhouse reflected within this PD Agreement currently show an overall maximum height of thirty-five (35) feet.

Residential Accessory Structures shall be limited to a maximum vertical height of up to 50% of the permitted overall maximum building vertical height of sixty (60) feet (inclusive of architectural features and appurtenances) as measured from the Finished Floor Elevation (FFE).

B. Commercial

The commercial buildings at Tamarac Village shall be limited to one (1) story with an overall maximum vertical height (inclusive of architectural features and appurtenances) of forty (40) feet measured from the Finished Floor Elevation (FFE) of each building pad. The commercial buildings reflected within this PD Agreement currently show an overall maximum height of thirty-six (36) feet.

Commercial Accessory Structures shall be limited to a maximum vertical height of up to 50% of the permitted overall maximum vertical height of thirty-six (36) feet (inclusive of architectural features and appurtenances) as measured from the Finished Floor Elevation (FFE).

14. SETBACKS

A. Residential

In accordance with the PD Plan, residential Parcels, A, B and D shall have the following setbacks:

Residential Building Setbacks Chart for Platted Parcel A		
Setback	Location	Minimum Standard
Street	N.W. 57th Street	15' (5' Mon. Signs)
Street	N.W. 91st Avenue	5'
Rear	100' Wide Canal	20'
Side	Fo Guang Shan Miami Temple	20'

Residential Building Setbacks Chart for Platted Parcel B		
Setback	Location	Minimum Standard
Street	N.W. 57th Street	15' (5' Mon. Signs)
Street	N.W. 91st Avenue	5'
Rear	100' Wide Canal	65'
Side	Active Senior Living Residence	115'

Residential Building Setbacks Chart for Platted Parcel D		
Setback	Location	Minimum Standard
Street	N.W. 57th Street	5'
Street	N.W. 94th Avenue	62'
Street	West Commercial Boulevard	25' (5' Mon. Signs)
Side	Adjacent to Parcel C-2	10'

In addition to the residential building setbacks detailed above, the following permitted Accessory Structures shall adhere to specific setbacks:

- Pool Deck: 5' from any Parcel and/or Right-Of-Way line
- Exterior Community Kitchen: 12' from any Parcel and/or Right-Of-Way line
- Fences: <1' from any Parcel and/or Right-Of-Way line and a minimum of 4' from any Vehicular Travel Lane
- Dumpster and Recycling Enclosures: 10' from any Parcel or Right-Of-Way line
- Trash Compactor Enclosures: 10' from any Parcel or Right-Of-Way line

The following items including directional signage; benches; trash receptacles; bicycle racks; street lights; decorative planters; and public artwork have no setbacks required. Placement of such items must be done in accordance with vehicular right-of-way safe-sight and

separation distance requirements. The general location of such items shall be shown on the PD Plan.

B. Commercial

In accordance with the PD Plan, commercial Parcels C-1 and C-2 shall have the following setbacks:

Commercial Building/Accessory Structures Setback Chart for Platted Parcel C-1		
<i>Setback</i>	<i>Location</i>	<i>Minimum Standard</i>
Street	N.W. 57th Street	70'
Street	N.W. 91st Avenue	0'
Street	West Commercial Boulevard	79' (5' Mon. Signs)
Side	Adjacent to Wendy's Restaurant	82'
Rear	Adjacent to Public Park Parcel P-1	0'

Commercial Building/Accessory Structures Setback Chart for Platted Parcel C-2		
<i>Setback</i>	<i>Location</i>	<i>Minimum Standard</i>
Street	N.W. 57th Street	170'
Street	N.W. 91st Avenue	0'
Street	West Commercial Boulevard	32'
Side	Adjacent to Parcel D	41'
Rear	Adjacent to Public Park Parcel P-2	73'

In addition to the commercial building setbacks detailed above, the following permitted Accessory Structures shall adhere to specific setbacks:

- Fences: <1' from any Parcel and/or Right-Of-Way line and a minimum of 4' from any Vehicular Travel Lane
- Dumpster and Recycling Enclosures: 15' from any Parcel or Right-Of-Way line

The following items including directional signage; benches; trash receptacles; bicycle racks; street lights; decorative planters; and public artwork have no setbacks required. Placement of such items must be done in accordance with vehicular right-of-way safe-sight and separation distance requirements. The general location of such items shall be shown on the PD Plan.

C. Park

In accordance with the PD Plan, public park Parcels P-1 and P-2 shall have the following setbacks:

Building Setback Chart for Platted Parcels P-1 and P-2		
<i>Setback</i>	<i>Location</i>	<i>Minimum Standard</i>
Street	N.W. 57th Street	5'
Street	N.W. 91st Avenue	0'
Side / Rear	Adjacent to Parcels C-1 and C2	5'

15. RECREATION AREAS

A. Project-Wide

The City of Tamarac Code of Ordinances requires the Developer to dedicate 1.0426 acres of private land for public parks. The Developer will dedicate 0.75 acres of private land for public parks. In lieu of the .2926 acres that are required for dedication, the Developer will construct the public park improvements. No additional park impact fee payments above and beyond the costs of park construction as detailed below, will be required. The construction of the public park improvements, also known as the Tamarac Village Park, must be substantially completed, as determined by the engineer of record, prior to the issuance of the third Certificate of Occupancy for the third residential building within Phase II.

The Tamarac Village Park will be constructed in accordance with the information provided in items (a) and (b) below, unless otherwise agreed to in writing by both the Developer and the City of Tamarac:

- a. Conceptual Site Plan prepared by CPZ Architects, Inc., Sheet SD-2, dated 11/16/2017; and
- b. Detailed Cost Estimate prepared by Construction Management Services, Inc., dated 5/11/2018.

The Developer shall rely upon the documents specified within items (a) and (b) above as provided by the City of Tamarac in order to develop all construction documentation. The Developer will construct Tamarac Village Park pursuant to the following conditions:

- a. Any grants obtained by the city of Tamarac for the Tamarac Village Park shall be applied towards park construction costs; and
- c. The city of Tamarac is responsible for any increased costs associated with the addition, deletion or modification of the Site Plan prepared by CPZ Architects, Inc., Sheet SD-2, dated 11/16/2017, and/or the Detailed Cost Estimate prepared by Construction Management Services, Inc., dated 5/11/2018, unless otherwise agreed to in writing by The Developer and the City of Tamarac.

B. Residential

The residential portion of Tamarac Village will include a .53 AC. recreation site with a private clubhouse and exterior amenity spaces.

16. DENSITY, INTENSITY AND BUILDING COVERAGE

The maximum gross residential density for Tamarac Village shall not exceed 15.63 D.U./AC. The maximum individual residential building size is 65,416 SF.

The maximum commercial intensity for Tamarac Village shall not exceed a Floor Area Ratio (FAR) of .062 based upon the net site area. The maximum individual commercial building size is 18,568 SF.

17. LOT REQUIREMENTS

The minimum required lot area required for development is .18 AC.
The minimum lot width permitted for development is 38.09'.

18. RIGHT-OF-WAY STANDARDS

Three (3) distinct right-of-way configurations were developed by the City of Tamarac and JKM for the Tamarac Village development as follows:

- N.W. 57th Street 106' Right-of-Way
- N.W. 57th Avenue 60' Right-of-Way
- N.W. 91st Avenue 66' Right-of-Way

A. N.W. 57th Street 106' Right-of-Way

The 106' right-of-way configuration for N.W. 57th Street utilizes the full width of the existing dedicated right-of-way. This configuration includes a median-divided road with two single 10' through lanes; 7' buffered bicycle lanes; forty-five degree on-street parking; 5' sidewalk with street furnishings; and a 6' landscape area. A full cross-section of this right-of-way is provided on the PD Plan.

B. N.W. 91st Avenue 66' Right-of-Way (North of N.W. 57th Street)

The 60' right-of-way configuration for section of N.W. 91st Avenue that is located north of N.W. 57th Street utilizes the full width of the existing dedicated right-of-way. This configuration includes a 24' two-lane roadway; 6' landscape areas; and 10' sidewalk areas with street furnishings and additional carved-out landscape areas. A full cross-section of this right-of-way is provided on the PD Plan.

C. N.W. 91st Avenue 66' Right-of-Way (South of N.W. 57th Street)

The 66' right-of-way configuration for N.W. 91st Avenue utilizes the full width of the existing dedicated right-of-way and an additional 8' of dedicated right-of-way on both the east and west sides. This configuration includes a median-divided road with two single 11' through lanes and 10' sidewalks with street furnishings and additional carved out landscape areas. A full cross-section of this right-of-way is provided on the PD Plan.

19. MANAGEMENT AND MAINTENANCE OF DEVELOPMENT

Tamarac Village will consist of a series of privately and publicly owned parcels. Residential Parcels A, B and D and Commercial Parcels C-1 and C-2 will be privately owned. Public Park Parcels P-1 and P-2 as well as all improved public rights-of-way will be managed and maintained by the City of Tamarac. The residential parcels and commercial parcels will be managed and maintained by their respective private property owners.

20. RECORDING AND BINDING EFFECT

The obligations under this PD Agreement are covenants that permanently run with the land, and shall bind all successors in title as to the Property (as well as any and all portions thereof), including, but not limited to, successor developer(s) and the purchasers and owners of any individual lot, parcel, or unit within the Property. It is the parties' intent that this PD Agreement will be recorded in the Public Records of Broward County, Florida. The Developer is responsible for all costs associated with recording the PD Agreement. A copy of the recorded PD Agreement shall be submitted to the City.

Executed as of the day and year first written above.

WITNESSES:

CITY:

Name: _____

Name: _____

The City of Tamarac, Florida
A Florida municipal corporation

By: _____
Name: _____
Title: _____

DEVELOPER:

JKM Tamarac Village, LLC,
a Florida limited liability company

Name: _____

Name: _____

By: JKM Tamarac Village Capital, LLC,
a Florida limited liability company,
its Manager

By: _____
John K. Markey, Manager



May 28, 2021

Mr. Frank Zicker
Assistant Director
Community Development
City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

**RE: Justification Statement for Proposed PD Agreement Amendment
Tamarac Village**

Dear Mr. Zicker:

The purpose of this letter is to formally request an amendment to the current PD Agreement of record for the Tamarac Village project. The Applicant is proposing minor modifications to the language under the "Vehicular Parking Standards" heading on page 5 in order to include carports as a means of satisfying vehicular parking requirements for this project (PD Agreement draft attached).

Specifically, the Applicant intends to construct 17 carport spaces in place of the currently approved 18 free-standing garage spaces within Phase II of Tamarac Village. The purpose of this change is to provide an alternative, less costly reserved and covered parking option for our residents.

Within Phase I, a reserved private garage and adjacent driveway parking space costs approximately \$195.00 per month in addition to the base rental payment. A number of residents have expressed interest in less costly covered parking space options. In order to address this market-based desire, the Applicant requests permission to construct 17 free-standing carport spaces in Phase II of the project as opposed to 18 free-standing garage spaces. The monthly rental rate for a reserved carport space and adjacent driveway space would be approximately half the cost of a fully enclosed garage due to less costly construction.

It is important to note that this request does NOT affect any enclosed garages that are located within the apartment buildings. This request ONLY applies to the two free-standing parking structures located within Phase II. These two structures are located within the center of the Phase II parcel and do not face any adjacent rights-of-way or property lines.

This change has no affect adverse effects upon the intent of this mixed0use project as previously described during the initial approval processes and as outlined per Sections 10-2.5 and 10-5.4(E).

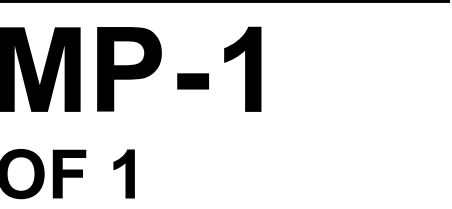
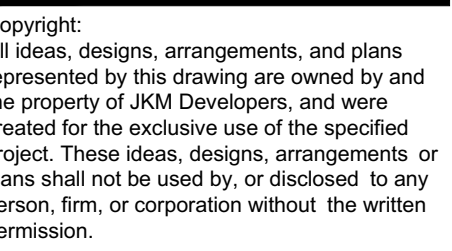
Should you have any questions concerning the above information, please do not hesitate to contact me. Thank you.

Sincerely,



James S. Giolda
Chief Development Officer
Lotis Group / JKM Developers

Attachments



Prepared by and Return to:
City Attorney
CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

AMENDED AND RESTATED TAMARAC VILLAGE PLANNED DEVELOPMENT (PD) MASTER DEVELOPMENT PLAN AGREEMENT

The City of Tamarac, a Florida municipal corporation (the "City") and JKM Tamarac Village, LLC a Florida limited liability company (the "Developer"), hereby covenant and agree, and bind their successors, and assigns as follows.

The City entered into a Planned Development Master Development Plan Agreement with the Developer on March 28, 2018.

The Planned Development Master Development Plan Agreement was previously Amended and Restated between the City and the Developer on July 11, 2018.

1. OWNERSHIP OF THE PROPERTY

This Planned Development, commonly known as "TAMARAC VILLAGE" involves 17.263 acres of land which is legally described on "Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property" or "Tamarac Village". The Property is under the unified control of the Developer. The Developer or his successor shall maintain unified control of the Property until after construction and the issuance of certificate of occupancy of Phase III.

2. DEVELOPMENT CONCEPT AND PLANNING OBJECTIVES

The Tamarac Village PD Plan is consistent with the City's Comprehensive Plan and Land Development Regulations. Tamarac Village will be developed as a mixed-use development that complement uses through building design and street orientation. Transportation linkages among both on-site and off-site uses will be facilitated through the uses of pedestrian, bicycle and vehicular connections, shared access points and shared parking, to create a new public gathering space and central district for the City. The new housing stock provided will be marketed to and targeted for a variety of demographic groups, including active retirees, "empty nesters" and young professionals.

3. PLANNED DEVELOPMENT AGREEMENT AND MASTER DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Planned Development Agreement (the "PD Agreement") and the Master Development Plan (the "PD Plan"), attached hereto as Exhibit "B". The PD Plan generally depicts the planned layout of streets, lots, common areas and other planned features or improvements to the Property. Collectively, this PD Agreement and the PD Plan for the Property may be referred to as the

"Plan". In the event a conflict between the terms and provisions of the PD Agreement and the graphic illustrations of the PD Plan, the PD Agreement shall control. If the PD Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the PD Plan. Except as otherwise provide in this PD Agreement, the requirements of the PD Plan shall control a conflict between the terms and provisions of the PD Plan and the City's Ordinances, the requirements of the PD Plan shall control. If the PD Plan fails to address a particular subject or requirements, the requirements of the applicable Land Development Regulations in effect at the time of development prevail.

4. **AMENDMENTS**

All amendments of the Planned Development Agreement and Master Development Plan, other than those deemed by the Community Development Department to be minor amendments as set out in the Land Development Code, shall require the review and approval of the City Commission in the same manner as a rezoning of the parcel.

5. **PERMITTED USES**

The Property shall be used and developed as follows:

A. Residential

401 total multi-family residential units in Parcels A, B and D. In conjunction with this multi-family residential use, the following Accessory Uses shall be permitted for the benefit of the project residents.

- Private Clubhouse/Recreational Facility
- Leasing Center / General Office
- Fitness Area
- Outdoor Kitchen
- Spa (dedicated space for private massage services)
- Repair / Maintenance Facility with Storage

B. Commercial

In order to ensure the viability of the approximately 44,000 SF. lifestyle commercial center, permitted uses must be flexible. Specifically, traditional retail uses must be permitted in conjunction with store-front office uses, medical uses, institutional uses, and cultural uses for Parcels C-1 and C-2.

Department Stores and other commercial uses with building footprints in excess of 18,568 SF. shall not be permitted.

The following chart provides a list of all commercial uses that will be permitted within Tamarac Village:

PRINCIPAL USES TABLE	
RETAIL AND COMMERCIAL	PERSONAL SERVICES
Antique shop	Bank/financial institution w/o drive through
Bakery	Barber/beauty shops
Barber/Beauty supplies and equipment sales	Clinic, medical or dental
Bicycle sales and repair	Date processing service

Bookstore	Express or parcel delivery office
Clothing and accessories store	Health, fitness, weight reduction, and spa
Department store	Laundry and dry-cleaning pickup station
Drugstore or pharmacy, general	Locksmith
Floral or florist shop	Mail and packing store, private
Fruit and vegetable market	Personal services
Gift and card shop	Picture framing
Grocery store, retail	Photo studio and processing
Hardware, paint, glass, wallpaper and floor covering store	Print shop
Hobby, fabric and craft shop	Shoe repair
Jewelry store, including repair of jewelry and clocks	Studio, instructional
Nightclub, bar or lounge*	Studio, professional
Pet grooming shop	Tailor shop
Pottery shop	Travel agency
Restaurant	
Retail, general	
Showroom, general	CULTURAL, ENTERTAINMENT & RECREATIONAL
	Art gallery and museum, public or private
OFFICE USES	Park, public
Interior Design, including sales	Recreation center, public
Office, medical or dental	Recreation, commercial - indoor
Office, professional and business	
Optical, optician or optometrist offices	PUBLIC AND INSTITUTIONAL
	Government uses
	Post Office
	Post office, accessory

Note: *Indicates a Special Exception in accordance with Article IV, Exceptions and Modifications, Tamarac Code of Ordinances.

6. COMMUNITY BENEFITS & IMPACT FEES

In order to compensate for added development flexibility under the PD District, Tamarac Village will provide the following community benefits and impact fees:

- A .75 acre Public Park.
- Public Art Impact Fee equating to 1% of construction value paid at building permit issuance.
- Affordable Housing Impact Fee of \$240,500 paid on a per-unit basis of \$600 at the time of building permit issuance for individual building.

- Traffic Mitigation Fee for the Local Activity Center calculated at \$121.12/PM peak hour trip collected by the City at building permit issuance for delivery to the County.
- Water Impact Fee to be collected by separate Developer's Agreement with the City.
- Sewer Impact Fee to be collected by separate Developer's Agreement with the City.
- Improved streetscapes for N.W. 57th Street and N.W. 91st Street that include paver sidewalks, pedestrian lighting, street furnishings, and enhanced landscaping
- Pedestrian, bicycle and vehicular linkages to the overall circulation infrastructure of the City of Tamarac
- Creation of over \$100,000,000.00 worth of new, taxable real estate development within the city of Tamarac.

7. PUBLIC UTILITIES AND FACILITIES

Public electricity, telephone, gas, water and sanitary sewer service ("Public Utilities") shall be provided by the Developer to all lots in the Project. Public Utilities shall be installed and maintained underground as required by the City. Prior to the issuing of any foundation or building permits for the Project, the Developer shall provide all public easements reasonably necessary, in such locations approved in advance by the relevant utility service provider and the City. All reasonable necessary easements for water and sanitary sewer shall be granted to the City. The following public facilities will be serving the development:

Solid Waste Management: Provided by the City of Tamarac Public Services Department through current subcontractor Waste Management of Florida, Inc.

Fire Protection and EMS Services: Provided by the City of Tamarac Fire Rescue Department. The closest fire station that will service Tamarac Village is Fire Station 15 located at 6000 Hiatus Road, Tamarac, FL 33321.

Police Protection: Provided by the Broward County Sheriff's Office, Tamarac District located at 7515 Pine Island Road, Tamarac, FL 33321.

Schools: Provided by The School Board of Broward County. The specific schools that will serve Tamarac Village include:

Challenger Elementary 5703 NW 94 th Ave. Tamarac, FL 33321	Millennium Middle School 5803 NW 94 th Ave. Tamarac, FL 33321	J.P. Taravella High School 10600 Riverside Drive Coral Springs, FL 33071
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Parks and Recreation: Provided by the City of Tamarac Parks system. Specific parks and recreation facilities that will service Tamarac Village include:

Caporella Park 5200 W. Prospect Road Tamarac, FL 33321	Mainlands Park 4500 Monterey Drive Tamarac, FL 33321	Tamarac Sports Complex 9901 NW 77 th Street Tamarac, FL 33321
Sunset Point Park 11000 W. McNab Road Tamarac, FL 33321	Tephford Park 10003 Southgate Boulevard Tamarac, FL 33321	

Storm Water Management: Provided via outfall to the 100' wide canal located adjacent to the north property line of Tamarac Village. This 100' wide canal connects to the C-14 drainage canal located along Southgate Boulevard and is included within the City of Tamarac

Master Water Management Permit (06-00072-S). Additional water storage, either dry or wet, will be constructed on the city owned FPL easement area located adjacent to Southgate Boulevard.

Underground Utilities: All onsite utilities shall be installed underground:

Electricity: Provided by Florida Power & Light

Water & Sewer: Provided by the City of Tamarac Water Services Department

Telecommunications: Provided by Hotwire, AT&T and/or Comcast

Gas: Provided by the City of Sunrise Gas Department

8. PHASING

Tamarac Village will be constructed in three (3) primary phases. Phase I includes the construction of the private residential clubhouse and residential buildings numbers 1 – 7. A total of 211 units will be constructed in this phase. The anticipated commencement of construction is 3Q2018. Construction is anticipated to take 18 months.

Phase II includes the construction of residential buildings 8 -13, R.O.W. improvements for NW 57th Street and NW 91st Avenue and the .75 acre Public Park. A total of 190 units will be constructed. The anticipated commencement of construction is 2Q2019. Construction is anticipated to take 18 months.

Phase III includes the construction of commercial buildings 1 – 3 and R.O.W. improvements for NW 91st avenue. A total of 44,090 SF. of commercial will be constructed. The anticipated commencement of construction is 4Q2019. Construction is anticipated to take 12 months.

9. VEHICULAR PARKING STANDARDS

A. Residential

All parking required to meet the direct occupant needs for each residential unit shall be provided on-site via a combination of the following means:

- Individual Private Garages
- Individual Private Carports
- Driveway Spaces
- Off-Street Parking Lot Spaces
- Off-Street Motorcycle Spaces

All individual private garages and carports shall be restricted to vehicular parking only by the Lease Agreement. No more than 17.1 47.2 % of such required parking shall be provided by individual private garages and carports.

Guest parking for the residential units will be accommodated by off-street parking spaces located on NW 57th Street. The PD Plan shall designate those on-street parking spaces that will accommodate guest parking via the abbreviated designation of "GR." Parking within these public right-of-way spaces shall be permitted 24 hours per day for up to a 24-hour period.

All "GR" spaces will be monitored by a third-party parking management company that will assure that no guest vehicles remain within the same parking space in excess of 24 hours. If a vehicle violates this policy, it will be ticketed with a 24-hour warning notice to relocate. If the vehicle does not relocate, then it will be towed at the owner's expense. Signage will be provided adjacent to the "GR" parking spaces that indicate the 24-hour maximum parking rule.

The multi-family residential (apartments) parking standards for Tamarac Village shall be as follows:

Residential Vehicular Parking Standards for Tamarac Village	
<i>Unit Type</i>	<i>Parking Standard</i>
1 Bedroom Unit	1.5 SP. / D.U.
2 Bedroom Unit	2 SP. / D.U.
3 Bedroom Unit	2 SP. / D.U.
Guest Parking	14.6% of Total Required Parking
Clubhouse Parking	1 SP. / 635 SF.

B. Commercial

All parking required to meet the parking needs for the commercial uses within Tamarac Village shall be provided both on-site and off-site via a combination of the following means:

- Off-Street Parking Lot Spaces
- On-Street Parking Spaces

The PD Plan shall designate those on-street public parking spaces that will accommodate commercial uses via the abbreviated designation of "CP." Parking within these public right-of-way spaces shall be permitted 24 hours per day.

The commercial parking standards for Tamarac Village shall be as follows:

Commercial Vehicular Parking Standards for Tamarac Village	
<i>Use Type</i>	<i>Parking Standard</i>
General Retail	1 Space per 300 A/C SF.
General Office	1 Space per 300 A/C SF.
Sit-Down Restaurant	1 Space per 100 A/C SF.
Exterior Dining	1 Space per 100 Gross SF.

Parking standards for the specific commercial uses that are not contemplated by the above chart shall be in accordance with the City of Tamarac Land Development Code.

Handicap Parking

Vehicular handicap parking shall be provided in accordance with the City of Tamarac Land Development Code and the Florida Accessibility Code.

10. BICYCLE PARKING STANDARDS

Tamarac Village will provide bicycle parking spaces for both residential and commercial uses in accordance with the following minimum standards:

Bicycle Parking Standards for Tamarac Village	
<i>Use/Location</i>	<i>Parking Standard</i>
Residential Units	1 SP. per 4.6 D.U.
Commercial	1 SP. per 1,837 Gross SF.

11. LANDSCAPE BUFFER STANDARDS

Commercial Boulevard Right-of-Way Landscape Buffer

An average ten foot (10') wide right-of-way landscape buffer shall be provided adjacent to the Commercial Boulevard right-of-way. The minimum width of this landscape buffer shall be four feet (4').

N.W. 94th Avenue Right-of-Way Landscape Buffer

An average ten foot (10') wide right-of-way landscape buffer shall be provided adjacent to the N.W. 94th Avenue right-of-way. The minimum width of this landscape buffer shall be five feet (5').

Perimeter Landscape Buffer (Adjacent to 100' Canal, Fo Guang Shan Miami Temple, Active Senior Living Residence, and Wendy's Restaurant)

An average ten foot (10') wide perimeter landscape buffer shall be provided along these perimeter property lines. The minimum width of this landscape buffer shall be eight feet (8').

N.W. 57th Street & N.W. 91st Ave. Right-of-Way Landscape Buffers

Landscape buffers are not required along these rights-of-way in order to encourage street-front buildings and pedestrian circulation. Pedestrian scale landscaping is provided which includes: foundation plantings with tiered shrub layers including ground covers, privacy screen hedges for ground floor apartments, and hardscape provided including special pavement with tree wells for large palm trees lining walkways and rights-of-way.

12. SPECIAL LANDSCAPE STANDARDS

Shade Trees

Tamarac Village will provide a minimum of 48% of the required trees as shade trees and not 50% of the required trees as shade trees due to the urban nature of the development. Palm trees and other materials are more appropriate due to scale and planting environment.

Commercial Boulevard Right-of-Way Landscape Street Trees

Required plantings for the Commercial Boulevard right-of-way street trees may be located a maximum amount of 12' within the property from the right-of-way. Shade trees, small trees and palm trees may be utilized for street trees.

Palm Trees

Tamarac Village will provide a minimum of 16% palm trees.

Landscape Islands

Landscape islands and terminus islands at the end of parking rows shall be a minimum of 5 feet in width. Landscape islands are required for every 12 consecutive parking spaces or less. Landscape islands and terminus islands at the end of parking rows shall either have shade trees, small trees or palm trees. No tree is required in landscape islands and terminus islands where area is reduced to not allow for proper tree species planting or containing a fire hydrant.

Pedestrian Zone Landscape Widths (ie: Foundation Plantings)

Pedestrian zone landscape widths for all residential buildings, commercial buildings, clubhouses, and garage buildings may be reduced in size as shown on the PD Plan in order to encourage creative, multi-layered landscaping.

Building Façade Landscape

A total of 1 tree per every 30 lineal feet of façade is required adjacent to the primary frontage as well as the vehicular use area. These trees may be located adjacent to all building facades including ones that do not face vehicular use areas. Shade trees, small trees and palm trees may be utilized for pedestrian zone trees.

Impervious Area.

The maximum impervious area allowed for the development is 12.62 AC.

Pervious Area.

The minimum pervious area required for the development is 3.61 AC.

13. BUILDING HEIGHTS

A. Residential

The multi-family residential buildings at Tamarac Village shall be limited to four (4) stories with an overall maximum vertical height (inclusive of architectural features and appurtenances) of sixty (60) feet measured from the Finished Floor Elevation (FFE) of each building pad. The residential buildings reflected within this PD Agreement currently show an overall maximum height of forty-eight feet two inches (48'-2").

The multi-family residential clubhouse building(s) shall be limited to two (2) stories with an overall maximum vertical height (inclusive of architectural features and appurtenances) of forty (40) feet measured from the Finished Floor Elevation (FFE) of the building pad. The clubhouse reflected within this PD Agreement currently show an overall maximum height of thirty-five (35) feet.

Residential Accessory Structures shall be limited to a maximum vertical height of up to 50% of the permitted overall maximum building vertical height of sixty (60) feet (inclusive of architectural features and appurtenances) as measured from the Finished Floor Elevation (FFE).

B. Commercial

The commercial buildings at Tamarac Village shall be limited to one (1) story with an overall maximum vertical height (inclusive of architectural features and appurtenances) of forty (40) feet measured from the Finished Floor Elevation (FFE) of each building pad. The commercial buildings reflected within this PD Agreement currently show an overall maximum height of thirty-six (36) feet.

Commercial Accessory Structures shall be limited to a maximum vertical height of up to 50% of the permitted overall maximum vertical height of thirty-six (36) feet (inclusive of architectural features and appurtenances) as measured from the Finished Floor Elevation (FFE).

14. SETBACKS

A. Residential

In accordance with the PD Plan, residential Parcels, A, B and D shall have the following setbacks:

Residential Building Setbacks Chart for Platted Parcel A		
Setback	Location	Minimum Standard
Street	N.W. 57th Street	15' (5' Mon. Signs)
Street	N.W. 91st Avenue	5'
Rear	100' Wide Canal	20'
Side	Fo Guang Shan Miami Temple	20'

Residential Building Setbacks Chart for Platted Parcel B		
Setback	Location	Minimum Standard
Street	N.W. 57th Street	15' (5' Mon. Signs)
Street	N.W. 91st Avenue	5'
Rear	100' Wide Canal	65'
Side	Active Senior Living Residence	115'

Residential Building Setbacks Chart for Platted Parcel D		
Setback	Location	Minimum Standard
Street	N.W. 57th Street	5'
Street	N.W. 94th Avenue	62'
Street	West Commercial Boulevard	25' (5' Mon. Signs)
Side	Adjacent to Parcel C-2	10'

In addition to the residential building setbacks detailed above, the following permitted Accessory Structures shall adhere to specific setbacks:

- Pool Deck: 5' from any Parcel and/or Right-Of-Way line
- Exterior Community Kitchen: 12' from any Parcel and/or Right-Of-Way line
- Fences: <1' from any Parcel and/or Right-Of-Way line and a minimum of 4' from any Vehicular Travel Lane
- Dumpster and Recycling Enclosures: 10' from any Parcel or Right-Of-Way line
- Trash Compactor Enclosures: 10' from any Parcel or Right-Of-Way line

The following items including directional signage; benches; trash receptacles; bicycle racks; street lights; decorative planters; and public artwork have no setbacks required. Placement of such items must be done in accordance with vehicular right-of-way safe-sight and

separation distance requirements. The general location of such items shall be shown on the PD Plan.

B. Commercial

In accordance with the PD Plan, commercial Parcels C-1 and C-2 shall have the following setbacks:

Commercial Building/Accessory Structures Setback Chart for Platted Parcel C-1		
<i>Setback</i>	<i>Location</i>	<i>Minimum Standard</i>
Street	N.W. 57th Street	70'
Street	N.W. 91st Avenue	0'
Street	West Commercial Boulevard	79' (5' Mon. Signs)
Side	Adjacent to Wendy's Restaurant	82'
Rear	Adjacent to Public Park Parcel P-1	0'

Commercial Building/Accessory Structures Setback Chart for Platted Parcel C-2		
<i>Setback</i>	<i>Location</i>	<i>Minimum Standard</i>
Street	N.W. 57th Street	170'
Street	N.W. 91st Avenue	0'
Street	West Commercial Boulevard	32'
Side	Adjacent to Parcel D	41'
Rear	Adjacent to Public Park Parcel P-2	73'

In addition to the commercial building setbacks detailed above, the following permitted Accessory Structures shall adhere to specific setbacks:

- Fences: <1' from any Parcel and/or Right-Of-Way line and a minimum of 4' from any Vehicular Travel Lane
- Dumpster and Recycling Enclosures: 15' from any Parcel or Right-Of-Way line

The following items including directional signage; benches; trash receptacles; bicycle racks; street lights; decorative planters; and public artwork have no setbacks required. Placement of such items must be done in accordance with vehicular right-of-way safe-sight and separation distance requirements. The general location of such items shall be shown on the PD Plan.

C. Park

In accordance with the PD Plan, public park Parcels P-1 and P-2 shall have the following setbacks:

Building Setback Chart for Platted Parcels P-1 and P-2		
<i>Setback</i>	<i>Location</i>	<i>Minimum Standard</i>
Street	N.W. 57th Street	5'
Street	N.W. 91st Avenue	0'
Side / Rear	Adjacent to Parcels C-1 and C2	5'

15. RECREATION AREAS

A. Project-Wide

The City of Tamarac Code of Ordinances requires the Developer to dedicate 1.0426 acres of private land for public parks. The Developer will dedicate 0.75 acres of private land for public parks. In lieu of the .2926 acres that are required for dedication, the Developer will construct the public park improvements. No additional park impact fee payments above and beyond the costs of park construction as detailed below, will be required. The construction of the public park improvements, also known as the Tamarac Village Park, must be substantially completed, as determined by the engineer of record, prior to the issuance of the third Certificate of Occupancy for the third residential building within Phase II.

The Tamarac Village Park will be constructed in accordance with the information provided in items (a) and (b) below, unless otherwise agreed to in writing by both the Developer and the City of Tamarac:

- a. Conceptual Site Plan prepared by CPZ Architects, Inc., Sheet SD-2, dated 11/16/2017; and
- b. Detailed Cost Estimate prepared by Construction Management Services, Inc., dated 5/11/2018.

The Developer shall rely upon the documents specified within items (a) and (b) above as provided by the City of Tamarac in order to develop all construction documentation. The Developer will construct Tamarac Village Park pursuant to the following conditions:

- a. Any grants obtained by the city of Tamarac for the Tamarac Village Park shall be applied towards park construction costs; and
- c. The city of Tamarac is responsible for any increased costs associated with the addition, deletion or modification of the Site Plan prepared by CPZ Architects, Inc., Sheet SD-2, dated 11/16/2017, and/or the Detailed Cost Estimate prepared by Construction Management Services, Inc., dated 5/11/2018, unless otherwise agreed to in writing by The Developer and the City of Tamarac.

B. Residential

The residential portion of Tamarac Village will include a .53 AC. recreation site with a private clubhouse and exterior amenity spaces.

16. DENSITY, INTENSITY AND BUILDING COVERAGE

The maximum gross residential density for Tamarac Village shall not exceed 15.63 D.U./AC. The maximum individual residential building size is 65,416 SF.

The maximum commercial intensity for Tamarac Village shall not exceed a Floor Area Ratio (FAR) of .062 based upon the net site area. The maximum individual commercial building size is 18,568 SF.

17. LOT REQUIREMENTS

The minimum required lot area required for development is .18 AC.
The minimum lot width permitted for development is 38.09'.

18. RIGHT-OF-WAY STANDARDS

Three (3) distinct right-of-way configurations were developed by the City of Tamarac and JKM for the Tamarac Village development as follows:

- N.W. 57th Street 106' Right-of-Way
- N.W. 57th Avenue 60' Right-of-Way
- N.W. 91st Avenue 66' Right-of-Way

A. N.W. 57th Street 106' Right-of-Way

The 106' right-of-way configuration for N.W. 57th Street utilizes the full width of the existing dedicated right-of-way. This configuration includes a median-divided road with two single 10' through lanes; 7' buffered bicycle lanes; forty-five degree on-street parking; 5' sidewalk with street furnishings; and a 6' landscape area. A full cross-section of this right-of-way is provided on the PD Plan.

B. N.W. 91st Avenue 66' Right-of-Way (North of N.W. 57th Street)

The 60' right-of-way configuration for section of N.W. 91st Avenue that is located north of N.W. 57th Street utilizes the full width of the existing dedicated right-of-way. This configuration includes a 24' two-lane roadway; 6' landscape areas; and 10' sidewalk areas with street furnishings and additional carved-out landscape areas. A full cross-section of this right-of-way is provided on the PD Plan.

C. N.W. 91st Avenue 66' Right-of-Way (South of N.W. 57th Street)

The 66' right-of-way configuration for N.W. 91st Avenue utilizes the full width of the existing dedicated right-of-way and an additional 8' of dedicated right-of-way on both the east and west sides. This configuration includes a median-divided road with two single 11' through lanes and 10' sidewalks with street furnishings and additional carved out landscape areas. A full cross-section of this right-of-way is provided on the PD Plan.

19. MANAGEMENT AND MAINTENANCE OF DEVELOPMENT

Tamarac Village will consist of a series of privately and publicly owned parcels. Residential Parcels A, B and D and Commercial Parcels C-1 and C-2 will be privately owned. Public Park Parcels P-1 and P-2 as well as all improved public rights-of-way will be managed and maintained by the City of Tamarac. The residential parcels and commercial parcels will be managed and maintained by their respective private property owners.

20. RECORDING AND BINDING EFFECT

The obligations under this PD Agreement are covenants that permanently run with the land, and shall bind all successors in title as to the Property (as well as any and all portions thereof), including, but not limited to, successor developer(s) and the purchasers and owners of any individual lot, parcel, or unit within the Property. It is the parties' intent that this PD Agreement will be recorded in the Public Records of Broward County, Florida. The Developer is responsible for all costs associated with recording the PD Agreement. A copy of the recorded PD Agreement shall be submitted to the City.

Executed as of the day and year first written above.

WITNESSES:

CITY:

Name: _____

Name: _____

The City of Tamarac, Florida
A Florida municipal corporation

By: _____
Name: _____
Title: _____

DEVELOPER:

JKM Tamarac Village, LLC,
a Florida limited liability company

Name: _____

Name: _____

By: JKM Tamarac Village Capital, LLC,
a Florida limited liability company,
its Manager

By: _____
John K. Markey, Manager



Title - TR13621 - ILA Providing for the Aitken and West Lake Park Parcel Property Exchange and Lease

A Resolution of the City Commission of the City of Tamarac, Florida, approving the first amendment to Interlocal Agreement between Broward County and the City of Tamarac regarding property transfers providing for the City's transfer of the Aitken Property to the County in exchange for the West Lake Park Property and the terms of lease of the West Lake Park Property to the County; authorizing the Mayor and the City Manager to execute said Amendment; authorizing the Mayor and the City Manager to take any and all actions consistent with this Resolution, including but not limited to the execution of a warranty deed and all closing documents, necessary to effectuate the transfer and the execution of ground lease; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
TR13621 Memo	6/7/2021	Cover Memo
TR13621 Reso	6/7/2021	Resolution
TR13621 Exhibit A First Amendment to ILA	6/7/2021	Exhibit
TR 13621 Exhibit B West Lake Park Ground Lease	6/17/2021	Exhibit
TR13621 Exhibit C Broward County Reso 2021-286	6/7/2021	Exhibit
TR13621 Exhibit D Tamarac-Aitken Documents	6/7/2021	Exhibit
TR13621 Exhibit E Tamarac Aitken WLP Public Notice	6/7/2021	Exhibit

City of Tamarac
Interoffice Memorandum
City Manager's Office

To: Michael C. Cernech, City Manager
Thru: Kathleen Gunn, Assistant City Manager
From: Laura Karpaviciute, Assistant to the City Manager
Date: June 6, 2021
Re: TR 13621 ILA Providing for the Aitken and West Lake Park Parcel Property Exchange and Lease

Recommendation:

Place TR 13621 on June 23, 2021 meeting for the City Commission approval.

Issue:

The First Amendment to Interlocal Agreement between Broward County and the City of Tamarac Regarding Property Transfers (ILA Amendment) provides for the Aitken and West Lake Park parcel swap and lease to enable the construction of the 911 radio tower for countywide emergency communications coverage.

Background:

On October 7, 2019, Tamarac City Commission via Resolution R-2019-107 approved the assignment of the Purchase and Sale Agreement for the 3-acre Aitken property located at 3801 South Flamingo Road, Davie at no cost to the City. The purpose of this transaction was to ultimately help facilitate the deployment of a countywide 911 communications system. To complete the system, a P25 Public Safety Radio Communications tower needs to be constructed at the West Lake Park site located in the City of Hollywood and owned by Broward County. The City of Hollywood in its communications to Broward County expressed support for the installation of the 16th communications tower at the West Lake Park site, after its evaluation of alternative site options.

Per County Charter, property that is classified as a regional park may be transferred to a municipality if a replacement of the same or greater acreage is provided to the County and restricted for park purposes. Therefore, to complete the 16th tower installation, the land swap of the City's Aitken property for the County's West Lake parcel is necessary. After the property exchange, the County-owned Aitken parcel will be preserved as a park land, while the City-owned West Lake Park parcel will be leased to the County for the construction of the radio tower.

On May 18, 2021, the Broward County Commission approved the ILA Amendment to amend the existing Purchase and Sale Agreement with the City of Tamarac to provide for the exchange of property and the terms of the lease. Broward County will cover the cost associated with the property exchange transaction. In addition, the County will pay to the City a lease of \$62,400 annually with the lease amount increasing 2% each year the lease remains in effect for the use of the West Lake Park Property. The term of the lease is 50 years with three (3) 10-year automatic renewals. The County will be responsible for all maintenance, repair and security of the property. The ILA Amendment also provides the County with an option to repurchase the parcel from the

City at a nominal consideration after 5 years of the lease commencement date or at any time if the County determines not to build the radio tower.

The City of Tamarac Code section 2-316 requires that a public notice is provided in the event of city-owned real property is exchanged for other real property. The notice "shall be first published once a week for at least two (2) weeks in a newspaper of general circulation within the city before adoption by the city commission of a resolution authorizing the exchange of properties". The notice (Exhibit E) is being published in Sun Sentinel on June 9 and 16th.

Fiscal Impact:

The City of Tamarac will receive a \$62,400 annual lease from the County with the lease amount increasing 2% each year the lease remains in effect.

Attachments:

Exhibit A - First Amendment to Interlocal Agreement between Broward County and the City of Tamarac Regarding Property Transfers

Exhibit B - Ground Lease

Exhibit C - Broward County Resolution

Exhibit D - Tamarac Aitken Documents

Exhibit E – Public Notice

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2021_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF TAMARAC REGARDING PROPERTY TRANSFERS PROVIDING FOR THE CITY'S TRANSFER OF THE AITKEN PROPERTY TO THE COUNTY IN EXCHANGE FOR THE WEST LAKE PARK PROPERTY AND THE TERMS OF LEASE OF THE WEST LAKE PARK PROPERTY TO THE COUNTY; AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE SAID AMENDMENT; AUTHORIZING THE MAYOR AND THE CITY MANAGER TO TAKE ANY AND ALL ACTIONS CONSISTENT WITH THIS RESOLUTION, INCLUDING BUT NOT LIMITED TO THE EXECUTION OF A WARRANTY DEED AND ALL CLOSING DOCUMENTS, NECESSARY TO EFFECTUATE THE TRANSFER AND THE EXECUTION OF GROUND LEASE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is the owner of approximately 3 acres of real property located at 3801 South Flamingo Road, Davie, FL 33330 (Aitken property); and

WHEREAS, Broward County is the owner of approximately 3 acres of real property located approximately at 1200 Sheridan Street, Hollywood, FL 33019 (West Lake Park property); and

WHEREAS, Broward County and the City of Tamarac desire to facilitate the exchange of the Aitken property for the West Lake Park property; and

WHEREAS, Broward County further desires to lease the West Lake property from the City of Tamarac; and

WHEREAS, the City of Tamarac City Commission via R-2019-107 approved the Interlocal Agreement between Broward County and the City of Tamarac Regarding

Acquisition of Property assigning the right to purchase the Aitken property to the City of Tamarac; and

WHEREAS, the First Amendment to Interlocal Agreement between Broward County and the City of Tamarac Regarding Property Transfers (attached HERETO as Exhibit A) provides for the City's transfer of the Aitken property to the County in exchange for the West Lake Park property and defines the terms of lease of the West Lake Park property to the County; and

WHEREAS, the First Amendment to Interlocal Agreement between Broward County and the City of Tamarac Regarding Property Transfers is mutually beneficial to the City and County given that it will provide the opportunity for the conservation of the Aitken property and the utilization of the West Lake Park property as a site for the County's public safety communications; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of Tamarac to approve the First Amendment Interlocal to Interlocal Agreement between Broward County and the City of Tamarac Regarding Property Transfers, authorize the Mayor and the City Manager to execute this Amendment and to take any and all actions consistent with this resolution necessary to effectuate the property transfer and to execute the Ground Lease (attached HERETO as Exhibit B), including but not limited to the execution of a warranty deed and all closing documents; and

WHEREAS, Broward County approved the First Amendment to Interlocal Agreement between Broward County and the City of Tamarac Regarding Property

Transfers at its May 18, 2021 meeting (County Resolution 2021-286, attached HERETO as Exhibit C).

WHEREAS, public notice has been issued in accordance with Code Section 2-316.

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

Section 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are HEREBY made a specific part of this Resolution. All exhibits attached HERETO and referenced HEREIN are expressly incorporated and made a specific part of this Resolution.

Section 2: The City Commission of the City of Tamarac HEREBY approves the First Amendment to Interlocal Agreement between Broward County and the City of Tamarac Regarding Property Transfers providing for the City's transfer of the Aitken property to the County in exchange for the West Lake Park property and the terms of lease of the West Lake Park property to the County.

Section 3: The City Commission of the City of Tamarac HEREBY authorizes the Mayor and the City Manager to execute the First Amendment to Interlocal Agreement between Broward County and the City of Tamarac Regarding Property Transfers.

Section 4: The City Commission of the City of Tamarac HEREBY authorizes the Mayor and the City manager to take any and all actions consistent with this Resolution, including but not limited to the execution of a warranty deed and all closing documents, necessary to effectuate the transfer and the execution of Ground Lease.

Section 5: All Resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

Section 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

Section 7: This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2021.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN, JR.
CITY ATTORNEY

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF TAMARAC REGARDING PROPERTY TRANSFERS**

This First Amendment to Interlocal Agreement ("First Amendment") is entered into by Broward County, a political subdivision of the State of Florida (the "County"), and the City of Tamarac, a Florida municipal corporation (the "City") (collectively, the County and the City are referred to as the "Parties").

RECITALS

A. The County and the City are parties to that certain Interlocal Agreement Regarding Transfer of Property, dated October 15, 2019 ("Agreement"), pursuant to which County assigned to City its right to purchase of certain property located at 3801 South Flamingo Road, Davie, Florida ("Aitken Property").

B. Pursuant to the Agreement, the City has acquired the Aitken Property.

C. The Parties now desire to amend the Agreement to provide for an exchange of property pursuant to Section 125.37, Florida Statutes. Specifically, the County desires to transfer to the City a portion of property located in West Lake Park at approximately 1200 Sheridan Street, Hollywood, Florida ("WLP Property"), as more particularly described below and in **Exhibit D**, and the City desires to transfer the Aitken Property to the County as a like acre-for-acre replacement of the transferred WLP Property.

D. The Parties also desire to set forth the terms of a lease agreement between the City, as lessor, and the County, as lessee, for the WLP Property.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. All Recital clauses stated above are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Article 1 of the Agreement shall be amended to add a new Section 1.4 as follows:
...
 - 1.4 WLP Property shall mean the portion of property located in West Lake Park at approximately 1200 Sheridan Street, Hollywood, Florida, as more particularly described in **Exhibit D**.
3. Article 2 of the Agreement shall be amended to add new Sections 2.2 and 2.3 as follows:

2.2 WLP Property Exchange.

2.2.1 Property Exchange. Within thirty (30) calendar days after the effective date of the First Amendment to this Agreement (or such longer period as the County Administrator may approve in writing) and, provided that the County has authorized the exchange pursuant to Section 125.37, Florida Statutes, the City shall transfer the Aitken Property to the County in exchange for the WLP Property, as a like acre-for-acre replacement of the WLP Property. The County shall be solely responsible for all taxes, recording fees, or other reasonable out-of-pocket expenses incurred in connection with the transaction. The City hereby approves the warranty deed in the form attached as **Exhibit E** and authorizes its Mayor and City Manager to execute a warranty deed in the form attached as **Exhibit E** and all closing documents necessary to effectuate the City's transfer of the Aitken Property to the County and the County's transfer of the WLP Property to the City. The City acknowledges that the County will transfer the WLP Property through a quitclaim deed evidencing the transfer pursuant to the terms of this Agreement.

2.3 WLP Property Lease. The City shall lease the WLP Property to the County to be used for park purposes and utilization as a site for a radio communications tower and related equipment for the County's public safety communications network. The lease shall be recorded in the Official Records of Broward County, at the County's expense. The County shall prepare an appropriate lease agreement, in form and substance reasonably acceptable to the Parties, detailing the terms and conditions of the lease, which shall include the following:

2.3.1 The annual rent to be paid by the County to the City for the WLP Property shall be Sixty-Two Thousand Four Hundred Dollars (\$62,400), paid annually in advance. This amount shall increase two percent (2%) each year the lease remains in effect. Subject to the other terms and conditions of this Agreement, the lease shall be effective for a term of fifty (50) years, with three (3) automatic renewals, thereafter, each for a period of ten (10) years. Upon termination of the lease, if requested by County, the Parties agree to enter into a subsequent lease on the same terms stated in Section 2.3, including without limitation the same financial and durational terms and the repurchase right stated below, and other customary lease terms as to which neither party shall unreasonably object.

2.3.2 The County shall be solely responsible for all maintenance, repair, and security on the WLP Property.

2.3.3 The County may restrict the City's access to the WLP Property as the County determines appropriate, based upon the County's use of the WLP Property.

2.4 County Option to Repurchase WLP Property. If the County decides for any reason not to construct a radio communications tower and related equipment on the WLP Property, the County shall have the option to repurchase the WLP Property from

the City for nominal consideration at any time during the term of the lease. If the radio communications tower and related equipment are constructed on the WLP Property, the County shall have the option to repurchase the WLP Property from the City for nominal consideration at any time after five (5) years after the commencement date of the lease. If the County exercises its repurchase option, the County shall prepare, and the City shall execute (and shall authorize an appropriate signatory to execute) all closing documents necessary to effectuate the County's repurchase of the WLP Property. If such purchase occurs, the lease shall terminate effective upon conveyance to the County of the WLP Property, in which event neither party shall have any further rights or obligations under the lease.

4. Section 3.3 of the Agreement is deleted in its entirety and replaced with the following:

3.3 Statement of Intent; Further Assurances. The Parties acknowledge that the purpose of this Agreement is to permit the County's use of the WLP Property to construct and operate a radio communications tower for the County's public safety radio system. In order for the WLP Property to be used for this purpose, the Broward County Charter requires that the WLP Property be transferred to a municipality in exchange for municipal-owned property that will be restricted to park purposes. To facilitate the exchange at no cost to the City, the Aitken Property was acquired in the name of the City with funds provided by the County; and ownership of the WLP Property is being transferred to the City to be leased back to the County. This Agreement shall be construed to effectuate the intent of the Parties stated in this paragraph. The Parties shall execute and deliver such further documents and instruments and take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

5. The Agreement is amended to incorporate **Exhibit D** and **Exhibit E** of this First Amendment as **Exhibit D** and **Exhibit E** to the Agreement.
6. Effective Date; Time is of the Essence. The First Amendment shall become effective as of the date it is executed by the last of the Parties executing the First Amendment.
7. Joint Preparation. This First Amendment has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any party.
8. Headings and Interpretation. The headings contained in this First Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amendment. All personal pronouns used in this First Amendment shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this First Amendment as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any reference to days shall be deemed to refer to calendar days unless otherwise expressly stated.

9. Counterparts. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 2021, and the CITY OF TAMARAC, signing by and through its Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

Signature of Witness 1

Print Name of Witness 1

Signature of Witness 2

Print Name of Witness 2

BROWARD COUNTY, by and through
its County Administrator

By: _____
Bertha Henry
County Administrator

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

AEA
First Amendment Interlocal Agreement with Tamarac
4/5/2021
#561682

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF TAMARAC REGARDING PROPERTY TRANSFERS**

CITY

ATTEST:

CITY OF TAMARAC

CITY CLERK

By: _____
CITY MAYOR

Print Name

_____ day of _____, 2019

APPROVED AS TO FORM & LEGAL SUFFICIENCY
for the use and reliance of the
City of Tamarac, Florida:

City Attorney

Exhibit D (WLP Property including Access Road Parcel)

PARCEL A

A portion of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 11, Township 51 South, Range 42 East, being more particularly described as follows:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11, thence North 88°06'10" East along the South line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence North 01°13'56" East, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence North 88°00'05" East along said line, for a distance of 74.95 feet to the Point of Beginning; thence North 23°54'58" East, a distance of 85.96 feet; thence South 66°06'36" East, a distance of 80.18 feet; thence South 24°00'05" West, a distance of 90.17 feet to the Westerly line of those lands described in Official Records Book 23507, Page 417; thence North 47°39'51" West along said line, for a distance of 55.42 feet, thence South 88°00'05" West, a distance of 30.53 feet to the Point of Beginning.

TOGETHER WITH

PARCEL B

That part of the Northwest one-quarter of Section 11, Township 51 South, Range 42 East, Broward County, Florida; being more particularly described as follows:

A 60 foot wide parcel lying 30 feet each side of the following described centerline:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11; thence N88°06'10" E along the south line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence N01°13'56"E, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence N88°00'05"E along said line, for a distance of 74.95 feet; thence N23°54'58"E, a distance of 85.96 feet; thence S66°06'36"E, a distance of 42.35 feet to the POINT OF BEGINNING of the herein described centerline; thence N68°47'20"E, a distance of 44.72 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 82°36'48", a distance of 36.05 feet to a point of tangency; thence N13°49'29"W, a distance of 181.95 feet; thence N26°02'01"W, a distance of 70.27 feet to the point of curvature of a curve with a radius of 29.72 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 54°19'28", a distance of 28.17 feet to a point of tangency; thence N28°17'27"E, a distance of 89.77 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the west; thence northeasterly along said curve to the left through a central angle of 59°50'45", a distance of 26.11 feet to a point of tangency; thence N31°33'18"W, a distance of 86.49 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 27°01'45", a distance of 11.79 feet to a point of tangency; thence N04°31'33"W, a distance of 112.82 feet; thence N04°20'57"W, a distance of 64.16 feet to the point of

curvature of a curve with a radius of 123.61 feet, concave to the southeast; thence northerly along said curve to the right through a central angle of 97°27'45", a distance of 210.27 feet to a point of tangency; thence S86°53'12"E, a distance of 51.02 feet to the point of curvature of a curve with a radius of 157.58 feet, concave to the north; thence easterly along said curve to the left through a central angle of 34°11'12", a distance of 94.02 feet to a point of tangency; thence N58°55'36"E, a distance of 38.01 feet to the point of curvature of a curve with a radius of 108.05 feet, concave to the south; thence northeasterly along said curve to the right through a central angle of 24°10'52", a distance of 45.60 feet to a point of tangency; thence N83°06'28"E, a distance of 44.83 feet; thence N86°43'45"E, a distance of 60.06 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 81°28'37", a distance of 35.55 feet to a point of tangency; thence N05°15'08"E, a distance of 94.71 feet; thence N05°49'12"E, a distance of 119.50 feet to the point of curvature of a curve with a radius of 194.56 feet, concave to the west; thence northerly along said curve to the left through a central angle of 20°40'29", a distance of 70.21 feet to a point of tangency; thence N14°51'17"W, a distance of 49.81 feet to the point of curvature of a curve with a radius of 148.86 feet, concave to the east; thence northerly along said curve to the right through a central angle of 65°48'56", a distance of 171.00 feet to a point of tangency; thence N50°57'38"E, a distance of 27.70 feet to the point of curvature of a curve with a radius of 126.58 feet, concave to the northwest; thence northeasterly along said curve to the left through a central angle of 49°07'08", a distance of 108.51 feet to a point of tangency; thence N01°50'31"E, a distance of 111.53 feet to the south right of way line of Sheridan Street and the Point of Terminus of said centerline.

The side lines of the above described easement are prolonged or shortened as necessary in order to form a 60 foot wide strip bounded on the South by the north line of a communication tower parcel (with a bearing of S 66°06'36" E) and on the North by the south right of way line of Sheridan Street (with a bearing of S 87°51'11" W).

Exhibit E (Aitken Property Warranty Deed)

Return recorded copy to:

Broward County Facilities Management Division
Real Property Section
115 South Andrews Avenue, Room 501 Fort
Lauderdale, FL 33301

This document prepared by and approved as to
form by: Annika Ashton
Broward County Attorney's Office
115 South Andrews Avenue, Room 423 Fort
Lauderdale, FL 33301

Folio: 5040 2600 0010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this ____ day of _____, 20____, by and between **CITY OF TAMARAC, a municipal corporation of the State of Florida** whose address is 7525 NW 88th Avenue, Tamarac, Florida 33321, hereinafter called "**Grantor**" and **BROWARD COUNTY, a political subdivision of the State of Florida**, whose address 115 South Andrews Avenue, Room 501, Fort Lauderdale, Florida 33301, hereinafter called "**Grantee**." (Wherever used herein the terms "**Grantor**" and "**Grantee**" shall indicate both singular and plural, as the context requires).

WITNESSETH: That **Grantor**, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto **Grantee**, its successors and assigns forever, all that certain land situate in Broward County, Florida, described in **EXHIBIT A**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anyway appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with **Grantee** that **Grantor** is lawfully seized of said property in fee simple that **Grantor** has good right and lawful authority to sell and convey said property, and **Grantor** hereby fully warrants the title to said property and will defend same against the lawful claims of all persons and parties claiming by, through, or under **Grantor**, but against none other.

WD from City to BC – Aitken parcel

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first above written.

Signed, sealed, and delivered
in the presence of

WITNESS:

CITY OF TAMARAC, a municipal corporation of the
Florida

(Signature)

By: _____

(Print Name of Witness)

Printed Name: _____

Title: _____

Attested by:

(Signature)

Pat Teufel, City Clerk

(Print Name of Witness)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by _____, as _____ and City Clerk of the City of Tamarac, a municipal corporation of the State of Florida. He/she is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Printed name of officer taking acknowledgment)

My commission expires: _____

REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

WD from City to BC – Aitken parcel

EXHIBIT A to Warranty Deed
Legal Description

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 290.01 feet; Thence South 89°44'56" West, a distance of 450.61 feet; Thence North 01°47'00" West, a distance of 290.01 feet; Thence North 89°44'56" East, a distance of 450.61 feet to the POINT OF BEGINNING.

Together with an easement for ingress/egress described as follows:

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet; Thence South 01°47'00" East, a distance of 290.01 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 250.18 feet; Thence South 89°44'56" West, a distance of 25.01 feet; Thence North 01°47'00" West, a distance of 250.18 feet; Thence North 89°44'56" East, a distance of 25.01 feet to the POINT OF BEGINNING Said lands lying in the Town of Davie, Broward County, Florida.

Together with a road easement, more particularly described as follows:

Commencing at the Northeast corner of the aforementioned Section 26, thence in a Southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the POINT OF BEGINNING; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91°12'23" as measured in a clockwise direction from the aforesaid course, a distance of 1615.36 feet to a point; thence in a Northerly direction with an interior angle of 91°12'23" a distance of 74.56 feet to a point; thence in an Easterly direction parallel to and 540.00 feet South of the North line of Section 26 a distance of 1615.00 feet, more or less, to the POINT OF BEGINNING.

Together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to the Property; all buildings, fixtures, appliances, and other improvements existing thereon; all fill and top soil thereon; all oil, gas, and mineral rights possessed by Seller thereon; all right, title, and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights of way appurtenant to the Property; and all right, title, and interest of Seller in and to any and all covenants, restrictions, agreements, and riparian rights benefiting the Property.

GROUND LEASE AGREEMENT BETWEEN CITY OF TAMARAC AND BROWARD COUNTY

This GROUND LEASE AGREEMENT ("Agreement") between the City of Tamarac, a municipal corporation of the State of Florida, whose address is 7525 NW 88 Avenue, Tamarac, Florida 33321 ("City"), and Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County"), is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date"). City and County are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS

A. City is the owner of the Property, as defined below in Section 2, located at approximately 1200 Sheridan Street, Hollywood, Florida.

B. County previously conveyed the Property to City pursuant to Section 8.13 of the Broward County Charter in order to permit the Property to be used for the construction and operation of a radio tower and related equipment for County's emergency communications network.

C. County desires to lease the Property from City, and City agrees to lease the Property to County, in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms, conditions, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein.

2. **Property.** City is the owner of that certain real property, as more particularly described in **Exhibit A**, attached to and made a part of this Agreement ("Property"). City hereby leases to County, and County hereby leases from City, the Property.

3. **Term.** The term of this Agreement shall be fifty (50) years ("Initial Term") commencing on the first day of the calendar month following the Effective Date ("Commencement Date"); if the Effective Date is the first day of the month, the Commencement Date shall be the Effective Date. Thereafter, the term shall automatically renew for three (3) consecutive ten (10) year periods upon the same terms and conditions of this Agreement, for a total renewal period of up to thirty (30) additional years ("Extended Term"). The Initial Term, and any Extended Term, are collectively referred to herein as the "Term." Upon termination of the Extended Term, if requested by County, the Parties agree to enter into a subsequent lease on the same terms stated in this Agreement,

including without limitation the same financial and durational terms, and other customary lease terms as to which neither Party shall unreasonably object.

4. **Rent.**

- 4.1 Commencing on the Commencement Date, County shall pay to City rent ("Rent") as provided in this Section 4. The Rent shall be due on the Commencement Date and, thereafter, on each anniversary of the Commencement Date during the Term. All payments shall be made in lawful money of the United States within ten (10) days after their due date.
- 4.2 For the first year of the Term, Rent will be in an amount equal to Sixty-Two Thousand Four Hundred Dollars (\$62,400.00).
- 4.3 The Rent shall be adjusted annually on each anniversary of the Commencement Date during the Term (each annual adjustment date being hereinafter referred to as a "Rent Adjustment Date"). On a Rent Adjustment Date, the Rent shall be increased by an amount equal to the product of (i) the Rent paid immediately preceding the Rent Adjustment Date then at hand; and (ii) two (2%) percent.
- 4.4 If this Agreement is terminated under any provision of this Agreement, City shall prorate Rent to the effective date of the termination ("Termination Date"). County shall be obligated to pay Rent for the period up to, but not including, the Termination Date. City shall return to County prepaid Rent (if any) allocable to any period on and after the Termination Date.

5. **County's Use of Property.**

- 5.1 County and its employees, agents, contractors, invitees, and guests shall have the right to use, access, and occupy the Property for park purposes as defined in Section 8.13 of the Broward County Charter and for the purposes of constructing, maintaining, inspecting, repairing, removing, and operating (i) a telecommunications tower site, including a radio tower, antennas, and other public safety communications equipment ("Tower"); and (ii) an equipment building and other facilities necessary or useful to improve public safety radio communication services in the areas serviced by County ("Ground Facilities").
- 5.2 County shall be responsible for obtaining all necessary approvals, permits, and licenses required by any governmental authority for County's use of the Property. City agrees to cooperate with County's efforts to obtain necessary approvals, permits and licenses. City agrees to execute, within seven (7) calendar days after County's

request, any consents required by any governmental authority as part of County's application for such approvals, permits, and licenses.

- 5.3 During the Term of this Agreement, County shall not use or occupy the Property in violation of any law, ordinance, order, rule, regulation, or other governmental requirement.

6. **Utilities; Security; and Access.** County shall be responsible for all utilities, security, maintenance, and repair related to the Property. During the Term, City shall only access the Property after receiving County's prior written consent. County may restrict City's access to the Property as County determines appropriate, based upon County's use of the Property.

7. **Alterations, Improvements, and Personality.**

- 7.1 County, in its sole discretion, may make structural or nonstructural alterations or additions to the Property that County deems necessary or useful to improve County's use of the Property.

7.2 **Improvements.**

7.2.1 All structural alterations and additions to the Property, including all the Tower, Ground Facilities, and all other structures, facilities, fixtures, pavements, and improvements (collectively, "Improvements") shall remain the exclusive property of County.

7.2.2 The Improvements shall be installed, maintained, and operated on the Property at County's sole risk and obligation. City shall not be liable for any damage to the Improvements, or any theft, misappropriation, or loss thereof, except in the event of any damage, theft, misappropriation, or loss caused by City.

7.3 **Personalty.**

7.3.1 All nonstructural alterations or additions to the Property ("Personalty") shall be and remain the exclusive property of County.

7.3.2 Personalty shall be placed, maintained, and operated on the Property at County's sole risk and obligation. City shall not be liable for any damage to the Personalty, or any theft, misappropriation, or loss thereof, except in the event of any damage, theft, misappropriation, or loss caused by City.

- 7.4 Upon the expiration or earlier termination of this Agreement, County shall have no obligation to remove its Improvements or Personalty from the Property.

8. **Insurance.**

- 8.1 To the extent permitted by law, and without either Party waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes, each Party is responsible for all personal injury and property damage caused, either by commission or omission, by that Party or the officers, employees, or agents thereof.
- 8.2 Each Party acknowledges, without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that each Party is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the Florida Legislature. Self-insurance and/or insurance requirements shall not relieve or limit the liability of either Party, except to the extent provided by Section 768.28, Florida Statutes. Both Parties reserve the right to require other insurance coverage that both Parties deem mutually necessary depending upon the risk of loss and exposure to liability.
- 8.3 County shall require its contractors, while performing services on the Property, to maintain commercial general liability insurance, automobile liability insurance, and workers' compensation insurance as required and approved by County's Risk Department. All contractors shall name City and County as additional insureds on such commercial general liability and automobile liability policies.

9. **Default.**

- 9.1 The following shall constitute a "County Default": County materially breaches any term, covenant, or condition that this Agreement requires County to perform, and the breach continues for a period of thirty (30) days after County receives written notice from City, or such additional time as may be reasonably required if the cure cannot be completed within thirty (30) days but is timely commenced and is diligently prosecuted.
- 9.2 The following shall constitute a "City Default": City materially breaches any term, covenant, or condition that this Agreement requires City to perform, and the breach continues for a period of thirty (30) days after City receives written notice from County, or such

additional time as may be reasonably required if the cure cannot be completed within thirty (30) days but is timely commenced and is diligently prosecuted.

10. **Remedies.**

10.1 If a County Default occurs, then City's only remedy is pay the amount or perform the obligation that County has failed to do, at the expense of County, without waiving any of its rights under this Agreement. If City elects the remedy provided herein, within thirty (30) day after City has incurred costs under this provision, City shall invoice County for the cost City incurred to pay the amount or perform the obligation and County shall pay such amount invoiced in accordance with the Broward County Prompt Payment Policy, Section 1-51.6, Broward County Code of Ordinances.

10.2 If a City Default occurs, then County may:

10.2.1 Immediately terminate this Agreement by giving written notice thereof, which termination will be effective upon the date specified in such notice; or

10.2.2 Pay the amount or perform the obligation that City has failed to do, at the expense of City, without waiving any of its rights under this Agreement. If County elects the remedy provided herein, County shall deduct costs incurred from future Rent payments upon presentation of a certified invoice detailing the expense incurred.

11. **Liens.** The Parties or their employees, agents, or contractors shall have no power or authority to place any liens or other encumbrances of any kind or character upon the right, title, or interest of City in and to the Property. Each Party shall be responsible for the satisfaction or payment for any work, labor, material or services claiming by, through, or under such Party. Each Party shall also be responsible for its own actions, and shall be responsible for its own attorneys' fees and expenses in the event of any litigation filed to enforce any provision of this Agreement. In the event any lien is placed on the Property, such liens shall be discharged by the responsible Party within ten (10) business days after receiving written notice from the other Party of the filing thereof, by bonding, payment, or otherwise.

12. **Environmental Contamination.** County shall not permit the presence, handling, use, storage or transportation of hazardous or toxic materials in or about the Property, except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of all governmental authorities having jurisdiction and the applicable Board of Insurance Underwriters (collectively the "Toxic Waste Regulations"). In no event shall hazardous or toxic materials be disposed of in or about the Property but shall only be

disposed of by means of a duly licensed hazardous waste disposal service. County shall obtain and maintain throughout the Term all licenses and permits required in connection with County's activities that may involve hazardous or toxic materials. County shall comply with all requirements of the Toxic Waste Regulations including, without limitation, the applicable requirements of Chapter 403, Florida Statutes, and any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect.

13. Transfers; Purchase Options.

13.1 No Transfer of Property. During the Term, City shall not sell or otherwise transfer the Property without the prior written consent of County.

13.2 Purchase Options.

13.2.1 Any time after five (5) years after the Effective Date, County may elect to purchase the Property from City for the nominal amount of Ten Dollars (\$10.00).

13.2.2 If County, in its sole discretion, decides not to construct the Tower or Ground Facilities, at any time during the Term, County may elect to purchase the Property from City for the nominal amount of Ten Dollars (\$10.00).

If County elects to purchase the Property under this Section 13.2, County shall prepare, and City shall execute (and shall authorize an appropriate signatory to execute), all closing documents necessary to effectuate County's purchase of the Property. If such purchase occurs, this Agreement shall terminate effective upon of the Property conveyance to County, in which event neither Party shall have any further rights or obligations under this Agreement.

14. **Statement of Intent.** The Parties acknowledge that the purpose of this Agreement is to permit County's use of the Property to construct and operate a radio communications tower for County's emergency radio system. In order for the Property to be used for this purpose, the Broward County Charter requires that the Property be transferred to a municipality in exchange for municipal-owned property that will be restricted to park purposes. To facilitate the exchange at no cost to City, County funded the purchase by City of certain property located in Davie ("Swap Property"), which Swap Property was exchanged for the Property. Accordingly, ownership of the Property was transferred to City to be leased back to County. This Agreement shall be construed to effectuate the intent of the Parties stated in this paragraph. The Parties shall execute and deliver such further documents and instruments and take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of

this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

15. **Force Majeure.** If a fire, casualty, or other causes beyond the reasonable control of the Parties damages all or part of the Tower, Ground Facilities, Improvements, Personalty, or Property, then County, it is sole discretion, may rebuild the damaged property.

16. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County Public Health Unit.

17. **Severability.** In the event any part of this Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

18. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. 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 claim arising from, related to, or in connection with this Agreement must be litigated in federal court, 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, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

19. **Notices.** For a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Email Address: bhenry@broward.org

With a copy to:

Office of Regional Communications and Technology Director
Broward County
115 S. Andrews Avenue, Room 325
Fort Lauderdale, FL 33301
Email Address: tjackson@broward.org

And

Real Property Development Director
Broward County
115 S. Andrews Avenue, Room 501
Fort Lauderdale, FL 33301
Email Address: lmahoney@broward.org

And

County Attorney
Broward County
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301
Email Address: ameyers@broward.org and aashton@broward.org

FOR CITY:

Director of IT
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321-2401
Email Address: levent.sucuoglu@tamarac.org

And

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321-2401
Email Address: michael.cernech@tamarac.org

With a copy to:

City Attorney
City of Tamarac
John R. Herin, Jr.
Fox Rothschild, LLP
One Biscayne Tower
2 South Biscayne Boulevard, Suite 2750
Miami, FL 33131
Email Address: jherin@foxrothschild.com

20. **County Administrator.** Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the County Administrator may act on behalf of County under this Agreement. The “County Administrator” is defined as the administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

21. **Amendments.** No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of City and County.

22. **Materiality and Waiver of Breach.** City and County agree that each requirement, duty, and obligation set forth in this Agreement was bargained for at arm’s-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and that each is, therefore, a material term of this Agreement. Either Party’s failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

23. **Interpretation.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter,” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

24. **Independent Contractor.** Each Party is an independent contractor under

this Agreement. No partnership, joint venture, or other joint relationship is created by this Agreement. The Parties do not extend to each other any authority of any kind to bind one another in any respect whatsoever.

25. **Third-Party Beneficiaries.** Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

26. **Compliance with Laws.** City and County shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing or exercising their respective duties, responsibilities, rights, and obligations under this Agreement.

27. **Joint Preparation.** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been their joint effort. The Agreement expresses the Parties' mutual intent, and it shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

28. **Recording.** County, at County's sole cost, shall record this Agreement in the Official Records of Broward County, Florida, within seven (7) days after the Effective Date. Upon the expiration of this Agreement, City is hereby authorized to record a notice of termination in the Official Records of Broward County, Florida, and such notice shall be deemed conclusive evidence that the Agreement has been terminated and no longer in force or effect.

29. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns.

30. **Incorporation by Reference.** Attached **Exhibit A** is incorporated into and made a part of this Agreement.

31. **Representation of Authority.** Each individual executing this Agreement hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of that Party and does so with full legal authority.

32. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURES AND EXHIBITS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 18th day of May, 2021 (Agenda Item No. 41), and CITY OF TAMARAC, signing by and through its City Manager, duly authorized to execute same by City Commission action on the _____ day of _____, 20____.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

Signature of Witness 1

By: _____
Bertha Henry
County Administrator

Print Name of Witness 1

_____ day of _____, 20____

Signature of Witness 2

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name of Witness 2

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

AEA
Ground Lease for WLP Tower-Tamarac County
06/17/2021
#561709v6

**GROUND LEASE AGREEMENT
BETWEEN BROWARD COUNTY AND CITY OF TAMARAC**

CITY

ATTEST:

CITY OF TAMARAC, by and through its City
Manager

CITY CLERK

By: _____

(CITY SEAL)

____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
Agreement as to form

By _____
CITY ATTORNEY

EXHIBIT A

PROPERTY

LEGAL DESCRIPTION:

PARCEL A

A portion of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 11, Township 51 South, Range 42 East, being more particularly described as follows:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11, thence North 88°06'10" East along the South line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence North 01°13'56" East, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence North 88°00'05" East along said line, for a distance of 74.95 feet to the Point of Beginning; thence North 23°54'58" East, a distance of 85.96 feet; thence South 66°06'36" East, a distance of 80.18 feet; thence South 24°00'05" West, a distance of 90.17 feet to the Westerly line of those lands described in Official Records Book 23507, Page 417; thence North 47°39'51" West along said line, for a distance of 55.42 feet, thence South 88°00'05" West, a distance of 30.53 feet to the Point of Beginning.

TOGETHER WITH

PARCEL B

That part of the Northwest one-quarter of Section 11, Township 51 South, Range 42 East, Broward County, Florida; being more particularly described as follows:

A 60 foot wide parcel lying 30 feet each side of the following described centerline:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11; thence N88°06'10" E along the south line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence N01°13'56"E, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence N88°00'05"E along said line, for a distance of 74.95 feet; thence N23°54'58"E, a distance of 85.96 feet; thence S66°06'36"E, a distance of 42.35 feet to the POINT OF BEGINNING of the herein described centerline; thence N68°47'20"E, a distance of 44.72 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 82°36'48", a distance of 36.05 feet to a point of tangency; thence N13°49'29"W, a distance of 181.95 feet; thence N26°02'01"W, a distance of 70.27 feet to the point of curvature of a curve with a radius of 29.72 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 54°19'28", a distance of 28.17 feet to a point of tangency; thence N28°17'27"E, a distance of 89.77 feet to the

point of curvature of a curve with a radius of 25.00 feet, concave to the west; thence northeasterly along said curve to the left through a central angle of 59°50'45", a distance of 26.11 feet to a point of tangency; thence N31°33'18"W, a distance of 86.49 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 27°01'45", a distance of 11.79 feet to a point of tangency; thence N04°31'33"W, a distance of 112.82 feet; thence N04°20'57"W, a distance of 64.16 feet to the point of curvature of a curve with a radius of 123.61 feet, concave to the southeast; thence northerly along said curve to the right through a central angle of 97°27'45", a distance of 210.27 feet to a point of tangency; thence S86°53'12"E, a distance of 51.02 feet to the point of curvature of a curve with a radius of 157.58 feet, concave to the north; thence easterly along said curve to the left through a central angle of 34°11'12", a distance of 94.02 feet to a point of tangency; thence N58°55'36"E, a distance of 38.01 feet to the point of curvature of a curve with a radius of 108.05 feet, concave to the south; thence northeasterly along said curve to the right through a central angle of 24°10'52", a distance of 45.60 feet to a point of tangency; thence N83°06'28"E, a distance of 44.83 feet; thence N86°43'45"E, a distance of 60.06 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 81°28'37", a distance of 35.55 feet to a point of tangency; thence N05°15'08"E, a distance of 94.71 feet; thence N05°49'12"E, a distance of 119.50 feet to the point of curvature of a curve with a radius of 194.56 feet, concave to the west; thence northerly along said curve to the left through a central angle of 20°40'29", a distance of 70.21 feet to a point of tangency; thence N14°51'17"W, a distance of 49.81 feet to the point of curvature of a curve with a radius of 148.86 feet, concave to the east; thence northerly along said curve to the right through a central angle of 65°48'56", a distance of 171.00 feet to a point of tangency; thence N50°57'38"E, a distance of 27.70 feet to the point of curvature of a curve with a radius of 126.58 feet, concave to the northwest; thence northeasterly along said curve to the left through a central angle of 49°07'08", a distance of 108.51 feet to a point of tangency; thence N01°50'31"E, a distance of 111.53 feet to the south right of way line of Sheridan Street and the Point of Terminus of said centerline.

The side lines of the above described parcel are prolonged or shortened as necessary in order to form a 60 foot wide strip bounded on the South by the north line of a communication tower parcel (with a bearing of S 66°06'36" E) and on the North by the south right of way line of Sheridan Street (with a bearing of S 87°51'11" W).

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, AUTHORIZING THE EXCHANGE OF A PARCEL OF COUNTY-OWNED LAND LOCATED AT 1200 SHERIDAN STREET, HOLLYWOOD, FLORIDA, AND MEASURING APPROXIMATELY 3.0 ACRES, FOR A PARCEL OF LAND OWNED BY THE CITY OF TAMARAC, LOCATED AT 3801 SOUTH FLAMINGO ROAD, DAVIE, FLORIDA, MEASURING APPROXIMATELY 3.0 ACRES, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, AND SECTION 8.13 OF THE BROWARD COUNTY CHARTER; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Broward County ("County") is the owner in fee simple of approximately 3.0 acres of real property located at approximately 1200 Sheridan Street, Hollywood, Florida 33019, more particularly described in Attachment A attached hereto and made a part hereof ("County Property");

WHEREAS, pursuant to Section 8.13 of the Broward County Charter ("Charter"), the County Property is classified as a Regional Park, and the Charter states that the "operation, maintenance, or title to Regional Parks may be transferred without a referendum to . . . a municipality, provided that . . . a like acre-for-acre replacement of the transferred property, or greater, is provided to the County and restricted to Park Purposes";

WHEREAS, the City of Tamarac, Florida ("City"), is the owner of approximately 3.0 acres of real property located at 3801 South Flamingo Road, Davie, Florida 33330, more particularly described in Attachment B attached hereto and made a part hereof ("City Parcel");

1 WHEREAS, as provided in Section 8.13 of the Charter, the County and the City
2 desire to exchange the City Property for the County Property in order to use the
3 City Property for Park Purposes and to allow the County Property to be used for nonpark
4 purposes;

5 WHEREAS, Section 125.37, Florida Statutes, states, "Whenever, in the opinion of
6 the board of county commissioners, the county holds and possesses any real property,
7 not needed for county purposes, and such property may be to the best interest of the
8 county exchanged for other real property, which the county may desire to acquire for
9 county purposes, the said board of county commissioners of any county is authorized and
10 empowered to make such an exchange. Provided, however, before any exchange of
11 property shall be effected, a notice, setting forth the terms and conditions of any such
12 exchange of property, shall be first published, once a week for at least 2 weeks, in a
13 newspaper of general circulation published in the county, before the adoption by the
14 board of county commissioners of a resolution authorizing the exchange of properties.";

15 WHEREAS, in accordance with Section 125.37, Florida Statutes, the County
16 published a Notice of Exchange of Real Property once a week for two (2) weeks in a
17 newspaper of general circulation; and

18 WHEREAS, the Board of County Commissioners ("Board") desires to approve and
19 authorize the exchange of the County Property for the City Property, NOW,
20 THEREFORE,

21 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
22 BROWARD COUNTY, FLORIDA:

23 Section 1. The recitals set forth in the preamble to this Resolution are true,
24 accurate, and deemed incorporated herein as though set forth in full hereunder.

1 Section 2. The Board finds that in accordance with Section 125.37, Florida
2 Statutes: (1) the County is the owner of the County Property; (2) the County Property is
3 not needed for County purposes; (3) it is in the best interest of the County to exchange
4 the County Property for the City Property; (4) the County desires to acquire the
5 City Property to be used for Park Purposes as provided in Section 8.13 of the Charter;
6 and (5) proper notice of the exchange of property between the County and the City was
7 published once a week for two weeks in a newspaper of general circulation in Broward
8 County.

9 Section 3. The Board authorizes the exchange of the County Property for the
10 City Property at no additional cost to the County or the City, provided that, upon transfer
11 to the County, the City Property will be restricted to park purposes.

12 Section 4. The Board (1) approves the First Amendment to Interlocal
13 Agreement in substantially the form attached as Attachment C and authorizes the County
14 Administrator to execute the same with any modifications determined by the County
15 Administrator to be in the best interest of the County, subject to approval as to legal
16 sufficiency by the Office of the County Attorney; (2) approves the Quit Claim Deed to the
17 City in substantially the form attached as Attachment D and authorizes the Mayor or
18 Vice-Mayor to execute same; (3) accepts the Special Warranty Deed from the City in
19 substantially the form attached as Attachment E; (4) approves the Declaration of
20 Restrictive Covenants in substantially the form attached as Attachment F and authorizes
21 the Mayor or Vice-Mayor to execute same; and (5) authorizes the recording of the
22 documents approved herein in the Official Records of Broward County, Florida.

1 Section 5. Severability.

2 If any portion of this Resolution is determined by any court to be invalid, the invalid
3 portion will be stricken, and such striking will not affect the validity of the remainder of this
4 Resolution. If any court determines that this Resolution, in whole or in part, cannot be
5 legally applied to any individual, group, entity, property, or circumstance, such
6 determination will not affect the applicability of this Resolution to any other individual,
7 group, entity, property, or circumstance.

8 Section 6. Effective Date.

9 This Resolution is effective upon adoption.

10
11 ADOPTED this 18th day of May, 2021. (#41)

12
13 Approved as to form and legal sufficiency:
14 Andrew J. Meyers, County Attorney

15
16 By /s/ Annika E. Ashton 04/05/21
17 Annika E. Ashton (date)
18 Deputy County Attorney

19
20
21
22
23 AEA/wp
24 Tamarac WLP Exchange Reso.doc
 04/05/21
 463686v4

Map of ALTA / NSPS Land Title Survey
of
West Lake Park - Tower Site
Section 11, Township 51 South, Range 42 East
Broward County, Florida

Attachment A

SURVEYOR'S NOTES

1. This map of survey is not valid without the signature and the original raised seal of the signing Florida licensed surveyor and mapper.
2. The description shown hereon was prepared by this firm at the client's request. This map of survey identifies the boundary of the parcel, features within the survey limits shown hereon, as specified by the client.
3. Bearings, coordinates and elevations shown hereon are relative to the Florida State Plane Coordinate System, East Zone (1983), North American Datum of 1983, 2011 adjustment and; the North American Vertical Datum of 1988 (NAVD 88) based on Global Positioning System (GPS) measurements to National Geodetic Survey (NGS) Continuously Operating Reference Stations (CORS) network.
4. Dimensions shown hereon contain horizontal grid distances and are based upon field measurements utilizing the United States Survey Foot, unless indicated otherwise.
5. The field data acquisition phase of this survey was completed on July 19, 2017, as documented in AmecFW (now Wood Environment & Infrastructure Solutions, Inc.) field book 1313, Pages 42-46. Updates have been completed as identified below.
6. This survey does not address the identification or location of jurisdictional wetlands or sovereign lands that may or may not lie within or adjacent to the lands surveyed.
7. According to Federal Emergency Management Agency Flood Insurance Rate Map, Broward County Florida, Map Number 12011 C 0569 H; Effective date: August 18, 2014, the property described hereon is located in Zone AE (EL5) Special Flood Hazard area subject to inundation by the 1% annual chance flood (Base Flood Elevations determined).
8. Lands shown hereon were not abstracted by this firm for matters of record, such as easements, right of way, ownership or other instruments of record. Non-surveyed lines, references to ownership, parcel identification numbers, and instruments of record shown hereon are based upon information provided by the Broward County Property Appraiser's Office.

(continue on page 2)

Legend	
R XX E	= Range XX East
+100.0'	= Spot Elevation
T XX S	= Township XX South
- 4' -	= Contour Line
①	= Ownership and Encumbrance Report Item Number
-	= Not to Scale



Description

A PORTION OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 11, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 11; THENCE NORTH 88°08'10" EAST ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 11, A DISTANCE OF 830.50 FEET; THENCE NORTH 01°13'58" EAST, A DISTANCE OF 971.19 FEET TO THE NORTH LINE OF THE SOUTH 304.63 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE NORTH 88°00'05" EAST ALONG SAID LINE, FOR A DISTANCE OF 74.95 FEET TO THE POINT OF BEGINNING; THENCE NORTH 23°54'58" EAST, A DISTANCE OF 85.95 FEET; THENCE SOUTH 88°06'38" EAST, A DISTANCE OF 80.18 FEET; THENCE SOUTH 24°00'05" WEST, A DISTANCE OF 90.17 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 23507, PAGE 0417; THENCE NORTH 47°39'51" WEST ALONG SAID LINE, FOR A DISTANCE OF 55.42 FEET; THENCE SOUTH 88°00'05" WEST, A DISTANCE OF 30.53 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA; CONTAINING 6,484 SQUARE FEET OF 0.148 ACRES MORE OR LESS.

Certification:

To MOTOROLA:
This is to certify that this map and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7(a), 8 and 13 of Table A thereof. The field work was completed on June 13, 2017.

For the Company,
Wood Environment & Infrastructure Solutions, Inc.

CHARLES B. GARDINER
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. LS 5046

Section 11, Township 51 South, Range 42 East, Broward County, Florida

NO.	DATE	REVISION
1	10/25/2017	Added Note B.8, updated site address
2	03/19/2018	Revised proposed shelter and fence location
3	08/02/2018	Updated to meet ALTA / NSPS requirements, added sheets 2 and 3
4	04/12/2019	Added folio number
5	04/15/2019	removed "Sease" statement

Wood Environment & Infrastructure Solutions, Inc.
550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701 USA
Phone: (407) 522-7570
Fax: (407) 522-7576
Certificate of Authorization Number LB-0007832

CLIENT:
MOTOROLA SOLUTIONS
8000 WEST SUNRISE BLVD.
PLANTATION, FLORIDA 33322
PHONE: (954) 723-5000

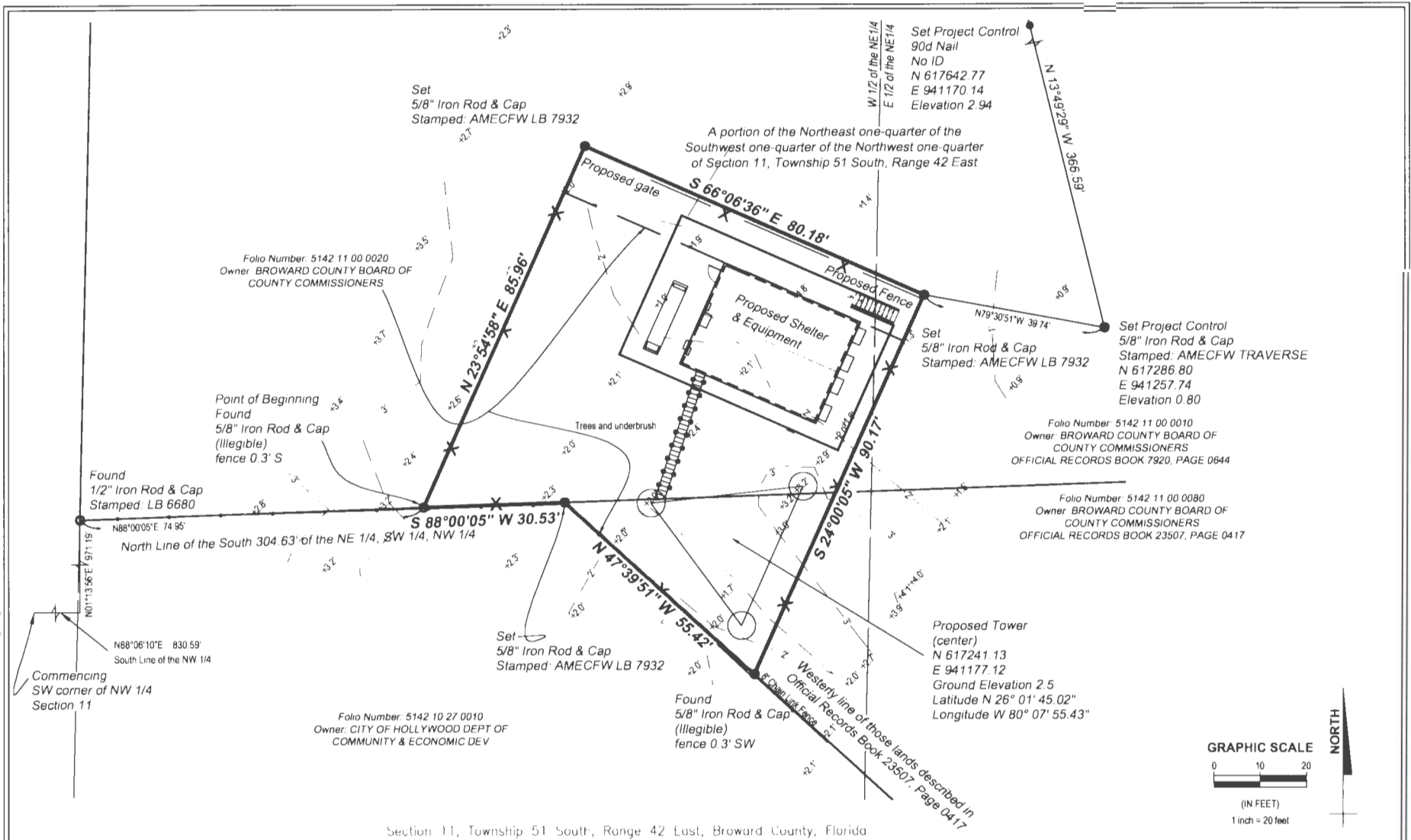
BROWARD COUNTY - WEST LAKE PARK
1200 SHERIDAN STREET
HOLLYWOOD, FL 33019

AMEC PROJECT NO: 6186170575.240
DRAWN BY: M. RAMOS
CHECKED BY: C.B. GARDINER
APPROVED BY: DATE: 01/18/2017

Map of ALTA / NSPS Land Title
and
Topographic Survey

Sheet 1 of 3

P:\374207\1606170575-246_MOTOROLA_BROWARD_CD_ALE_WEST LAKE PARK\CD CIVIL 3D\2016\11\WES_LAKE_PARK_ALE.TXD



NO.	DATE	REVISION
1	10/25/2017	Accepted Note # 8, update site address
2	07/19/2018	Revised proposed shelter and fence location
3	08/02/2018	Updated to meet ALTA / NSPS requirements, added sheets 2 and 3
4	04/12/2019	Added info number
5	04/15/2019	removed 'lease' statement

Wood Environment & Infrastructure Solutions, Inc.
550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701 USA
Phone (407) 522-7570
Fax (407) 522-7576
Certificate of Authorization Number LB-0007932

CLIENT:
MOTOROLA SOLUTIONS
8000 WEST SUNRISE BLVD.
PLANTATION, FLORIDA 33322
PHONE: (954) 723-5000

BROWARD COUNTY - WEST LAKE PARK
1200 SHERIDAN STREET
HOLLYWOOD, FL 33019

AMEC PROJECT NO: 6186170575240
DRAWN BY: M. RAMOS
CHECKED BY: C.B. GARDINER
APPROVED BY: DATE: 01/18/2017

Map of ALTA / NSPS Land Title
and
Topographic Survey

Sheet 3 of 3

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL:
ESTATE:
PURPOSE: INGRESS / EGRESS

Description:

That part of the Northwest one-quarter of Section 11, Township 51 South, Range 42 East, Broward County, Florida; being more particularly described as follows:

A 60 foot wide Ingress/Egress Easement lying 30 feet each side of the following described centerline:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11; thence N88°06'10" E along the south line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence N01°13'56"E, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence N88°00'05"E along said line, for a distance of 74.95 feet; thence N23°54'58"E, a distance of 85.96 feet; thence S66°06'36"E, a distance of 42.35 feet to the POINT OF BEGINNING of the herein described centerline; thence N68°47'20"E, a distance of 44.72 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 82°36'48", a distance of 36.05 feet to a point of tangency; thence N13°49'29"W, a distance of 181.95 feet; thence N26°02'01"W, a distance of 70.27 feet to the point of curvature of a curve with a radius of 29.72 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 54°19'28", a distance of 28.17 feet to a point of tangency; thence N28°17'27"E, a distance of 89.77 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the west; thence northeasterly along said curve to the left through a central angle of 59°50'45", a distance of 26.11 feet to a point of tangency; thence N31°33'18"W, a distance of 86.49 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 27°01'45", a distance of 11.79 feet to a point of tangency; thence N04°31'33"W, a distance of 112.82 feet; thence N04°20'57"W, a distance of 64.16 feet to the point of curvature of a curve with a radius of 123.61 feet, concave to the southeast; thence northerly along said curve to the right through a central angle of 97°27'45", a distance of 210.27 feet to a point of tangency; thence S86°53'12"E, a distance of 51.02 feet to the point of curvature of a curve with a radius of 157.58 feet, concave to the north; thence easterly along said curve to the left through a central angle of 34°11'12", a distance of 94.02 feet to a point of tangency; thence N58°55'36"E, a distance of 38.01 feet to the point of curvature of a curve with a radius of 108.05 feet, concave to the south; thence northeasterly along said curve to the right through a central angle of 24°10'52", a distance of 45.60 feet to a point of tangency; thence N83°06'28"E, a distance of 44.83 feet; thence N86°43'45"E, a distance of 60.06 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 81°28'37", a distance of 35.55 feet to a point of tangency; thence N05°15'08"E, a distance of 94.71 feet; thence N05°49'12"E, a distance of 119.50 feet to the point of curvature of a curve with a radius of 194.56 feet, concave to the west; thence northerly along said curve to the left through a central angle of 20°40'29", a distance of 70.21 feet to a point of tangency; thence N14°51'17"W, a distance of 49.81 feet to the point of curvature of a curve with a radius of 148.86 feet, concave to the east; thence northerly along said curve to the right through a central angle of 65°48'56", a distance of 171.00 feet to a point of tangency; thence N50°57'38"E, a distance of 27.70 feet to the point of curvature of a curve with a radius of 126.58 feet, concave to the northwest; thence northeasterly along said curve to the left through a central angle of 49°07'08", a distance of 108.51 feet to a point of tangency; thence N01°50'31"E, a distance of 111.53 feet to the south right of way line of Sheridan Street and the Point of Terminus of said centerline.

The side lines of the above described easement are prolonged or shortened as necessary in order to form a 60 foot wide strip bounded on the South by the north line of a communication tower parcel (with a bearing of S 66°06'36" E) and on the North by the south right of way line of Sheridan Street (with a bearing of S 87°51'11" W).

Containing 125,068. square feet or 2.871 acres, more or less.

THIS IS NOT A SURVEY

PROJECT TITLE:	Sketch of Description West Lake Park Section 11, Township 51 South, Range 42 East, Broward County, Florida
	Wood Environment & Infrastructure Solutions, Inc. 550 Northlake Boulevard, Suite 1000 Altamonte Springs, FL 32701 USA Phone: (407) 522-7570 www.woodplc.com Certificate of Authorization Number LB-0007932

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY	MR	CHKD BY
DATE	04/23/2019	DATE
JOB No.	SCALE	SHT.
6166170575.240	N/A	OF 3
DRAWING NAME: WEST_LAKE_PARK_IE.dwg		

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL:
ESTATE:
PURPOSE: INGRESS / EGRESS

Line Table		
Line #	Direction	Length
L1	N88°06'10"E	830.59'
L2	N01°13'56"E	971.19'
L3	N88°00'05"E	74.95'
L4	N23°54'58"E	85.96'
L5	S66°06'36"E	42.35'
L6	N68°47'20"E	44.72'
L7	N13°49'29"W	181.95'
L8	N26°02'01"W	70.27'
L9	N28°17'27"E	89.77'
L10	N31°33'18"W	86.49'
L11	N04°31'33"W	112.82'

Line Table		
Line #	Direction	Length
L12	N04°20'57"W	64.16'
L13	S86°53'12"E	51.02'
L14	N58°55'36"E	38.01'
L15	N83°06'28"E	44.83'
L16	N86°43'45"E	60.06'
L17	N05°15'08"E	94.71'
L18	N05°49'12"E	119.50'
L19	N14°51'17"W	49.81'
L20	N50°57'38"E	27.70'
L21	N01°50'31"E	111.53'

Curve Table			
Curve #	Radius	Delta	Length
C1	25.00'	82°36'48"	36.05'
C2	29.72'	54°19'28"	28.17'
C3	25.00'	59°50'45"	26.11'
C4	25.00'	27°01'45"	11.79'
C5	123.61'	97°27'45"	210.27'
C6	157.58'	34°11'12"	94.02'
C7	108.05'	24°10'52"	45.60'
C8	25.00'	81°28'37"	35.55'
C9	194.56'	20°40'29"	70.21'
C10	148.86'	65°48'56"	171.00'
C11	126.58'	49°07'08"	108.51'

Surveyors Notes

1. This Sketch of Description is not valid without the signature and original raised seal of the signing Florida licensed Professional Surveyor and Mapper.
2. This Sketch of Description is based upon a Map of ALTA / NSPS Land Title Boundary and Topographic Survey executed by this firm, dated August 2018, Job No. 6166 17 0575.240.
3. Lands shown hereon were not abstracted by this firm for matters of record, such as easements, right of way, ownership or other instruments of record. Non-surveyed lines, references to ownership, parcel identification numbers, and instruments of record shown hereon are based upon information provided by the Broward County Property Appraiser's Office.
4. Bearings shown hereon are relative to the Florida State Plane Coordinate System, East Zone (0901), North American Datum of 1983, 2011 adjustment and; the North American Vertical Datum of 1988 (NAVD 88) based on Global Positioning System (GPS) measurements to National Geodetic Survey (NGS) Continuously Operating Reference Stations (CORS) network.
5. The legal description shown hereon was prepared by this firm at the direction of the client.
6. This Sketch of Description is certified to and for the exclusive use of MOTOROLA SOLUTIONS and BROWARD COUNTY.

CHARLES B. GARDINER
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NO. LS 5046

THIS IS NOT A SURVEY

PROJECT TITLE:

Sketch of Description
West Lake Park
 Section 11, Township 51 South, Range 42 East, Broward County, Florida

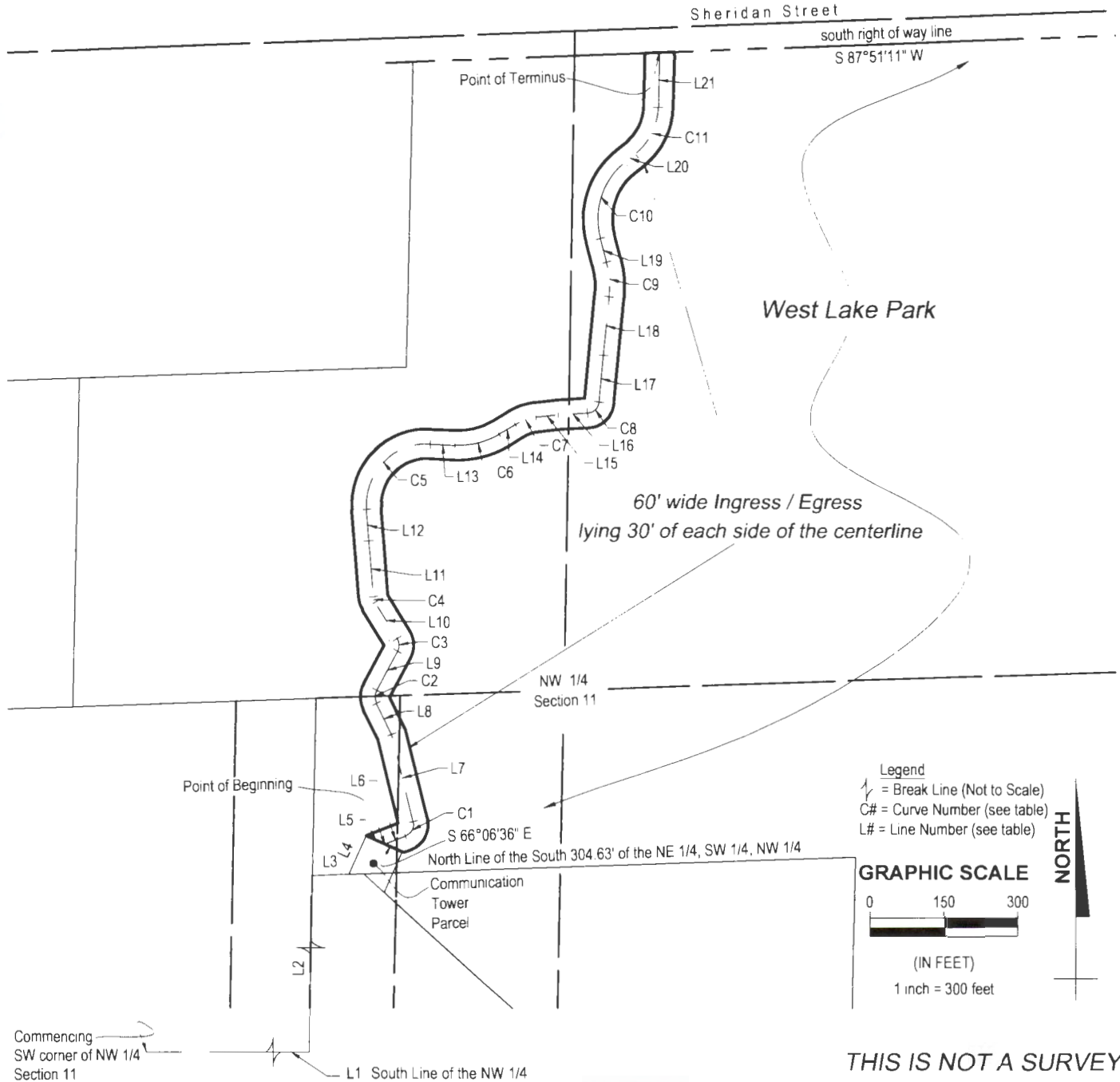


Wood Environment & Infrastructure Solutions, Inc.

550 Northlake Boulevard, Suite 1000
 Altamonte Springs, FL 32701 USA
 Phone: (407) 522-7570
 www.woodplc.com
 Certificate of Authorization Number LB-0007932

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: MR	CHKD. BY: CBG	
DATE: 04/23/2019	DATE: 04/23/2019	
JOB No. 6166170575.240	SCALE: N/A	SHT. 2 OF 3
DRAWING NAME: WEST_LAKE_PARK_IE.dwg		

SCHEDULE "A"
 SKETCH OF DESCRIPTION
 PARCEL:
 ESTATE:
 PURPOSE: INGRESS / EGRESS



PROJECT TITLE:

Sketch of Description
 West Lake Park

Section 11, Township 51 South, Range 42 East, Broward County, Florida

Wood Environment & Infrastructure Solutions, Inc.

550 Northlake Boulevard, Suite 1000
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Certificate of Authorization Number LB-0007932

DATE		BY	DESCRIPTION
REVISION			
DRAWN BY		MR	CHKD BY CBG
DATE		04/23/2019	DATE 04/23/2019
JOB No.		SCALE:	SHT. 3
6166170575.240		1"=300'	OF 3
DRAWING NAME: WEST LAKE PARK IE.dwg			

wood.

Aitken Property

Folio: 5040 2600 0010

Address: 3801 South Flamingo Road, Davie, Florida

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 290.01 feet; Thence South 89°44'56" West, a distance of 450.61 feet; Thence North 01°47'00" West, a distance of 290.01 feet; Thence North 89°44'56" East, a distance of 450.61 feet to the POINT OF BEGINNING.

Together with an easement for ingress/egress described as follows:

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet; Thence South 01°47'00" East, a distance of 290.01 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 250.18 feet; Thence South 89°44'56" West, a distance of 25.01 feet; Thence North 01°47'00" West, a distance of 250.18 feet; Thence North 89°44'56" East, a distance of 25.01 feet to the POINT OF BEGINNING
Said lands lying in the Town of Davie, Broward County, Florida.

Together with a road easement, more particularly described as follows:

Commencing at the Northeast corner of the aforementioned Section 26, thence in a Southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the POINT OF BEGINNING; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91°12'23" as measured in a clockwise direction from the aforesaid course, a distance of 1615.36 feet to a point; thence in a Northerly direction with an interior angle of 91°12'23" a distance of 74.56 feet to a point; thence in an Easterly direction parallel to and 540.00 feet South of the North line of Section 26 a distance of 1615.00 feet, more or less, to the POINT OF BEGINNING.

Together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to the Property; all buildings, fixtures, appliances, and other improvements existing thereon; all fill and top soil thereon; all oil, gas, and mineral rights possessed by Seller thereon; all right, title, and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights of way appurtenant to the Property; and all right, title, and interest of Seller in and to any and all covenants, restrictions, agreements, and riparian rights benefiting the Property.

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF TAMARAC REGARDING PROPERTY TRANSFERS**

This First Amendment to Interlocal Agreement ("First Amendment") is entered into by Broward County, a political subdivision of the State of Florida (the "County"), and the City of Tamarac, a Florida municipal corporation (the "City") (collectively, the County and the City are referred to as the "Parties").

RECITALS

A. The County and the City are parties to that certain Interlocal Agreement Regarding Transfer of Property, dated October 15, 2019 ("Agreement"), pursuant to which County assigned to City its right to purchase of certain property located at 3801 South Flamingo Road, Davie, Florida ("Aitken Property").

B. Pursuant to the Agreement, the City has acquired the Aitken Property.

C. The Parties now desire to amend the Agreement to provide for an exchange of property pursuant to Section 125.37, Florida Statutes. Specifically, the County desires to transfer to the City a portion of property located in West Lake Park at approximately 1200 Sheridan Street, Hollywood, Florida ("WLP Property"), as more particularly described below and in **Exhibit D**, and the City desires to transfer the Aitken Property to the County as a like acre-for-acre replacement of the transferred WLP Property.

D. The Parties also desire to set forth the terms of a lease agreement between the City, as lessor, and the County, as lessee, for the WLP Property.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. All Recital clauses stated above are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Article 1 of the Agreement shall be amended to add a new Section 1.4 as follows:
...
1.4 WLP Property shall mean the portion of property located in West Lake Park at approximately 1200 Sheridan Street, Hollywood, Florida, as more particularly described in **Exhibit D**.
3. Article 2 of the Agreement shall be amended to add new Sections 2.2 and 2.3 as follows:

2.2 WLP Property Exchange.

2.2.1 Property Exchange. Within thirty (30) calendar days after the effective date of the First Amendment to this Agreement (or such longer period as the County Administrator may approve in writing) and, provided that the County has authorized the exchange pursuant to Section 125.37, Florida Statutes, the City shall transfer the Aitken Property to the County in exchange for the WLP Property, as a like acre-for-acre replacement of the WLP Property. The County shall be solely responsible for all taxes, recording fees, or other reasonable out-of-pocket expenses incurred in connection with the transaction. The City hereby approves the warranty deed in the form attached as **Exhibit E** and authorizes its Mayor and City Manager to execute a warranty deed in the form attached as **Exhibit E** and all closing documents necessary to effectuate the City's transfer of the Aitken Property to the County and the County's transfer of the WLP Property to the City. The City acknowledges that the County will transfer the WLP Property through a quitclaim deed evidencing the transfer pursuant to the terms of this Agreement.

2.3 WLP Property Lease. The City shall lease the WLP Property to the County to be used for park purposes and utilization as a site for a radio communications tower and related equipment for the County's public safety communications network. The lease shall be recorded in the Official Records of Broward County, at the County's expense. The County shall prepare an appropriate lease agreement, in form and substance reasonably acceptable to the Parties, detailing the terms and conditions of the lease, which shall include the following:

2.3.1 The annual rent to be paid by the County to the City for the WLP Property shall be Sixty-Two Thousand Four Hundred Dollars (\$62,400), paid annually in advance. This amount shall increase two percent (2%) each year the lease remains in effect. Subject to the other terms and conditions of this Agreement, the lease shall be effective for a term of fifty (50) years, with three (3) automatic renewals, thereafter, each for a period of ten (10) years. Upon termination of the lease, if requested by County, the Parties agree to enter into a subsequent lease on the same terms stated in Section 2.3, including without limitation the same financial and durational terms and the repurchase right stated below, and other customary lease terms as to which neither party shall unreasonably object.

2.3.2 The County shall be solely responsible for all maintenance, repair, and security on the WLP Property.

2.3.3 The County may restrict the City's access to the WLP Property as the County determines appropriate, based upon the County's use of the WLP Property.

2.4 County Option to Repurchase WLP Property. If the County decides for any reason not to construct a radio communications tower and related equipment on the WLP Property, the County shall have the option to repurchase the WLP Property from

the City for nominal consideration at any time during the term of the lease. If the radio communications tower and related equipment are constructed on the WLP Property, the County shall have the option to repurchase the WLP Property from the City for nominal consideration at any time after five (5) years after the commencement date of the lease. If the County exercises its repurchase option, the County shall prepare, and the City shall execute (and shall authorize an appropriate signatory to execute) all closing documents necessary to effectuate the County's repurchase of the WLP Property. If such purchase occurs, the lease shall terminate effective upon conveyance to the County of the WLP Property, in which event neither party shall have any further rights or obligations under the lease.

4. Section 3.3 of the Agreement is deleted in its entirety and replaced with the following:

3.3 Statement of Intent; Further Assurances. The Parties acknowledge that the purpose of this Agreement is to permit the County's use of the WLP Property to construct and operate a radio communications tower for the County's public safety radio system. In order for the WLP Property to be used for this purpose, the Broward County Charter requires that the WLP Property be transferred to a municipality in exchange for municipal-owned property that will be restricted to park purposes. To facilitate the exchange at no cost to the City, the Aitken Property was acquired in the name of the City with funds provided by the County; and ownership of the WLP Property is being transferred to the City to be leased back to the County. This Agreement shall be construed to effectuate the intent of the Parties stated in this paragraph. The Parties shall execute and deliver such further documents and instruments and take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

5. The Agreement is amended to incorporate **Exhibit D** and **Exhibit E** of this First Amendment as **Exhibit D** and **Exhibit E** to the Agreement.
6. Effective Date; Time is of the Essence. The First Amendment shall become effective as of the date it is executed by the last of the Parties executing the First Amendment.
7. Joint Preparation. This First Amendment has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any party.
8. Headings and Interpretation. The headings contained in this First Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amendment. All personal pronouns used in this First Amendment shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this First Amendment as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any reference to days shall be deemed to refer to calendar days unless otherwise expressly stated.

9. Counterparts. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 2021, and the CITY OF TAMARAC, signing by and through its Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

Signature of Witness 1

By: _____

Bertha Henry
County Administrator

Print Name of Witness 1

____ day of _____, 20____

Signature of Witness 2

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name of Witness 2

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

AEA
First Amendment Interlocal Agreement with Tamarac
4/5/2021
#561682

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF TAMARAC REGARDING PROPERTY TRANSFERS**

CITY

ATTEST:

CITY OF TAMARAC

CITY CLERK

By: _____
CITY MAYOR

Print Name

_____ day of _____, 2019

APPROVED AS TO FORM & LEGAL SUFFICIENCY
for the use and reliance of the
City of Tamarac, Florida:

City Attorney

Exhibit D (WLP Property including Access Road Parcel)

PARCEL A

A portion of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 11, Township 51 South, Range 42 East, being more particularly described as follows:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11, thence North 88°06'10" East along the South line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence North 01°13'56" East, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence North 88°00'05" East along said line, for a distance of 74.95 feet to the Point of Beginning; thence North 23°54'58" East, a distance of 85.96 feet; thence South 66°06'36" East, a distance of 80.18 feet; thence South 24°00'05" West, a distance of 90.17 feet to the Westerly line of those lands described in Official Records Book 23507, Page 417; thence North 47°39'51" West along said line, for a distance of 55.42 feet, thence South 88°00'05" West, a distance of 30.53 feet to the Point of Beginning.

TOGETHER WITH

PARCEL B

That part of the Northwest one-quarter of Section 11, Township 51 South, Range 42 East, Broward County, Florida; being more particularly described as follows:

A 60 foot wide parcel lying 30 feet each side of the following described centerline:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11; thence N88°06'10" E along the south line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence N01°13'56"E, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence N88°00'05"E along said line, for a distance of 74.95 feet; thence N23°54'58"E, a distance of 85.96 feet; thence S66°06'36"E, a distance of 42.35 feet to the POINT OF BEGINNING of the herein described centerline; thence N68°47'20"E, a distance of 44.72 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 82°36'48", a distance of 36.05 feet to a point of tangency; thence N13°49'29"W, a distance of 181.95 feet; thence N26°02'01"W, a distance of 70.27 feet to the point of curvature of a curve with a radius of 29.72 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 54°19'28", a distance of 28.17 feet to a point of tangency; thence N28°17'27"E, a distance of 89.77 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the west; thence northeasterly along said curve to the left through a central angle of 59°50'45", a distance of 26.11 feet to a point of tangency; thence N31°33'18"W, a distance of 86.49 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 27°01'45", a distance of 11.79 feet to a point of tangency; thence N04°31'33"W, a distance of 112.82 feet; thence N04°20'57"W, a distance of 64.16 feet to the point of

curvature of a curve with a radius of 123.61 feet, concave to the southeast; thence northerly along said curve to the right through a central angle of $97^{\circ}27'45''$, a distance of 210.27 feet to a point of tangency; thence $S86^{\circ}53'12''E$, a distance of 51.02 feet to the point of curvature of a curve with a radius of 157.58 feet, concave to the north; thence easterly along said curve to the left through a central angle of $34^{\circ}11'12''$, a distance of 94.02 feet to a point of tangency; thence $N58^{\circ}55'36''E$, a distance of 38.01 feet to the point of curvature of a curve with a radius of 108.05 feet, concave to the south; thence northeasterly along said curve to the right through a central angle of $24^{\circ}10'52''$, a distance of 45.60 feet to a point of tangency; thence $N83^{\circ}06'28''E$, a distance of 44.83 feet; thence $N86^{\circ}43'45''E$, a distance of 60.06 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of $81^{\circ}28'37''$, a distance of 35.55 feet to a point of tangency; thence $N05^{\circ}15'08''E$, a distance of 94.71 feet; thence $N05^{\circ}49'12''E$, a distance of 119.50 feet to the point of curvature of a curve with a radius of 194.56 feet, concave to the west; thence northerly along said curve to the left through a central angle of $20^{\circ}40'29''$, a distance of 70.21 feet to a point of tangency; thence $N14^{\circ}51'17''W$, a distance of 49.81 feet to the point of curvature of a curve with a radius of 148.86 feet, concave to the east; thence northerly along said curve to the right through a central angle of $65^{\circ}48'56''$, a distance of 171.00 feet to a point of tangency; thence $N50^{\circ}57'38''E$, a distance of 27.70 feet to the point of curvature of a curve with a radius of 126.58 feet, concave to the northwest; thence northeasterly along said curve to the left through a central angle of $49^{\circ}07'08''$, a distance of 108.51 feet to a point of tangency; thence $N01^{\circ}50'31''E$, a distance of 111.53 feet to the south right of way line of Sheridan Street and the Point of Terminus of said centerline.

The side lines of the above described parcel are prolonged or shortened as necessary in order to form a 60 foot wide strip bounded on the South by the north line of a communication tower parcel (with a bearing of $S\ 66^{\circ}06'36''\ E$) and on the North by the south right of way line of Sheridan Street (with a bearing of $S\ 87^{\circ}51'11''\ W$).

Exhibit E (Aitken Property Warranty Deed)

Return recorded copy to:

Broward County Facilities Management Division
Real Property Section
115 South Andrews Avenue, Room 501 Fort
Lauderdale, FL 33301

This document prepared by and approved as to
form by: Annika Ashton
Broward County Attorney's Office
115 South Andrews Avenue, Room 423 Fort
Lauderdale, FL 33301

Folio: 5040 2600 0010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this ____ day of _____, 20____, by and between **CITY OF TAMARAC, a municipal corporation of the State of Florida** whose address is 7525 NW 88th Avenue, Tamarac, Florida 33321, hereinafter called "**Grantor**" and **BROWARD COUNTY, a political subdivision of the State of Florida**, whose address 115 South Andrews Avenue, Room 501, Fort Lauderdale, Florida 33301, hereinafter called "**Grantee**." (Wherever used herein the terms "**Grantor**" and "**Grantee**" shall indicate both singular and plural, as the context requires).

WITNESSETH: That **Grantor**, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto **Grantee**, its successors and assigns forever, all that certain land situate in Broward County, Florida, described in **EXHIBIT A**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with **Grantee** that **Grantor** is lawfully seized of said property in fee simple that **Grantor** has good right and lawful authority to sell and convey said property, and **Grantor** hereby fully warrants the title to said property and will defend same against the lawful claims of all persons and parties claiming by, through, or under **Grantor**, but against none other.

WD from City to BC – Aitken parcel

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first above written.

Signed, sealed, and delivered
in the presence of

WITNESS:

CITY OF TAMARAC, a municipal corporation of the
Florida

(Signature)

By: _____

(Print Name of Witness)

Printed Name: _____

Title: _____

Attested by:

(Signature)

Pat Teufel, City Clerk

(Print Name of Witness)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by _____, as _____ and City Clerk of the City of Tamarac, a municipal corporation of the State of Florida. He/she is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Printed name of officer taking acknowledgment)

My commission expires: _____

REF: Approved BCC _____ Item No: _____

Return to BC Real Property Section

WD from City to BC – Aitken parcel

EXHIBIT A to Warranty Deed
Legal Description

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 290.01 feet; Thence South 89°44'56" West, a distance of 450.61 feet; Thence North 01°47'00" West, a distance of 290.01 feet; Thence North 89°44'56" East, a distance of 450.61 feet to the POINT OF BEGINNING.

Together with an easement for ingress/egress described as follows:

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet; Thence South 01°47'00" East, a distance of 290.01 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 250.18 feet; Thence South 89°44'56" West, a distance of 25.01 feet; Thence North 01°47'00" West, a distance of 250.18 feet; Thence North 89°44'56" East, a distance of 25.01 feet to the POINT OF BEGINNING Said lands lying in the Town of Davie, Broward County, Florida.

Together with a road easement, more particularly described as follows:

Commencing at the Northeast corner of the aforementioned Section 26, thence in a Southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the POINT OF BEGINNING; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91°12'23" as measured in a clockwise direction from the aforesaid course, a distance of 1615.36 feet to a point; thence in a Northerly direction with an interior angle of 91°12'23" a distance of 74.56 feet to a point; thence in an Easterly direction parallel to and 540.00 feet South of the North line of Section 26 a distance of 1615.00 feet, more or less, to the POINT OF BEGINNING.

Together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to the Property; all buildings, fixtures, appliances, and other improvements existing thereon; all fill and top soil thereon; all oil, gas, and mineral rights possessed by Seller thereon; all right, title, and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights of way appurtenant to the Property; and all right, title, and interest of Seller in and to any and all covenants, restrictions, agreements, and riparian rights benefiting the Property.

Return recorded copy to:

Broward County Facilities Management Division
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Annika E. Ashton
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folio: 5142 1100 0020
5142 1100 0010
5142-1100-0080

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.35(2), Florida Statutes)

THIS QUITCLAIM DEED, made this ____ day of _____, 20____, by **BROWARD COUNTY, a political subdivision of the State of Florida** ("Grantor"), whose address is Governmental Center, Room 423, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and **the CITY OF TAMARAC, a Florida municipal corporation** ("Grantee"), whose address is 7525 NW 88th Avenue, Tamarac, Florida 33321. (The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

WITNESSETH: That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to that certain real property described in **Exhibit A**, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO all zoning rules, regulations, and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; and real estate taxes for this year 2021 and all subsequent years.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice-Mayor of said Board, the day and year aforesaid.

GRANTOR

(Official Seal)
ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Mayor

____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

EXHIBIT A

PARCEL A

A portion of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 11, Township 51 South, Range 42 East, being more particularly described as follows:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11, thence North 88°06'10" East along the South line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence North 01°13'56" East, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence North 88°00'05" East along said line, for a distance of 74.95 feet to the Point of Beginning; thence North 23°54'58" East, a distance of 85.96 feet; thence South 66°06'36" East, a distance of 80.18 feet; thence South 24°00'05" West, a distance of 90.17 feet to the Westerly line of those lands described in Official Records Book 23507, Page 417; thence North 47°39'51" West along said line, for a distance of 55.42 feet, thence South 88°00'05" West, a distance of 30.53 feet to the Point of Beginning.

TOGETHER WITH

PARCEL B

That part of the Northwest one-quarter of Section 11, Township 51 South, Range 42 East, Broward County, Florida; being more particularly described as follows:

A 60 foot wide parcel lying 30 feet each side of the following described centerline:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11; thence N88°06'10" E along the south line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence N01°13'56"E, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence N88°00'05"E along said line, for a distance of 74.95 feet; thence N23°54'58"E, a distance of 85.96 feet; thence S66°06'36"E, a distance of 42.35 feet to the POINT OF BEGINNING of the herein described centerline; thence N68°47'20"E, a distance of 44.72 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 82°36'48", a distance of 36.05 feet to a point of tangency; thence N13°49'29"W, a distance of 181.95 feet; thence N26°02'01"W, a distance of 70.27 feet to the point of curvature of a curve with a radius of 29.72 feet, concave to the east; thence northwesterly

along said curve to the right through a central angle of 54°19'28", a distance of 28.17 feet to a point of tangency; thence N28°17'27"E, a distance of 89.77 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the west; thence northeasterly along said curve to the left through a central angle of 59°50'45", a distance of 26.11 feet to a point of tangency; thence N31°33'18"W, a distance of 86.49 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 27°01'45", a distance of 11.79 feet to a point of tangency; thence N04°31'33"W, a distance of 112.82 feet; thence N04°20'57"W, a distance of 64.16 feet to the point of curvature of a curve with a radius of 123.61 feet, concave to the southeast; thence northerly along said curve to the right through a central angle of 97°27'45", a distance of 210.27 feet to a point of tangency; thence S86°53'12"E, a distance of 51.02 feet to the point of curvature of a curve with a radius of 157.58 feet, concave to the north; thence easterly along said curve to the left through a central angle of 34°11'12", a distance of 94.02 feet to a point of tangency; thence N58°55'36"E, a distance of 38.01 feet to the point of curvature of a curve with a radius of 108.05 feet, concave to the south; thence northeasterly along said curve to the right through a central angle of 24°10'52", a distance of 45.60 feet to a point of tangency; thence N83°06'28"E, a distance of 44.83 feet; thence N86°43'45"E, a distance of 60.06 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 81°28'37", a distance of 35.55 feet to a point of tangency; thence N05°15'08"E, a distance of 94.71 feet; thence N05°49'12"E, a distance of 119.50 feet to the point of curvature of a curve with a radius of 194.56 feet, concave to the west; thence northerly along said curve to the left through a central angle of 20°40'29", a distance of 70.21 feet to a point of tangency; thence N14°51'17"W, a distance of 49.81 feet to the point of curvature of a curve with a radius of 148.86 feet, concave to the east; thence northerly along said curve to the right through a central angle of 65°48'56", a distance of 171.00 feet to a point of tangency; thence N50°57'38"E, a distance of 27.70 feet to the point of curvature of a curve with a radius of 126.58 feet, concave to the northwest; thence northeasterly along said curve to the left through a central angle of 49°07'08", a distance of 108.51 feet to a point of tangency; thence N01°50'31"E, a distance of 111.53 feet to the south right of way line of Sheridan Street and the Point of Terminus of said centerline.

The side lines of the above described parcel are prolonged or shortened as necessary in order to form a 60 foot wide strip bounded on the South by the north line of a communication tower parcel (with a bearing of S 66°06'36" E) and on the North by the south right of way line of Sheridan Street (with a bearing of S 87°51'11" W).

Return recorded copy to:

Broward County Facilities Management Division
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Annika Ashton
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folio: 5040 2600 0010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this ____ day of _____, 20____, by and between **CITY OF TAMARAC, a municipal corporation of the State of Florida** whose address is 7525 NW 88th Avenue, Tamarac, Florida 33321, hereinafter called "**Grantor**" and **BROWARD COUNTY, a political subdivision of the State of Florida**, whose address 115 South Andrews Avenue, Room 501, Fort Lauderdale, Florida 33301, hereinafter called "**Grantee**." (Wherever used herein the terms "**Grantor**" and "**Grantee**" shall indicate both singular and plural, as the context requires).

WITNESSETH: That **Grantor**, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto **Grantee**, its successors and assigns forever, all that certain land situate in Broward County, Florida, described in **EXHIBIT A**, attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD THE SAME IN FEE SIMPLE FOREVER.

AND Grantor hereby covenants with **Grantee** that **Grantor** is lawfully seized of said property in fee simple that **Grantor** has good right and lawful authority to sell and convey said property, and **Grantor** hereby fully warrants the title to said property and will defend same against the lawful claims of all persons and parties claiming by, through, or under **Grantor**, but against none other.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first above written.

Signed, sealed, and delivered
in the presence of

WITNESSES:

CITY OF TAMARAC, a municipal
corporation of the State of Florida

Print Name: _____

By: _____

Printed Name:

Print Name: _____

Title:

Attested by:

Pat Teufel, City Clerk

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ and _____, as _____ and City Clerk of the City of Tamarac, a municipal corporation of the State of Florida. He/she is personally known to me or has produced _____ as identification.

SIGNATURE NOTARY

PRINT NAME
NOTARY SEAL

REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

WD from City to BC – Aitken parcel

EXHIBIT A to Special Warranty Deed
Legal Description

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 290.01 feet; Thence South 89°44'56" West, a distance of 450.61 feet; Thence North 01°47'00" West, a distance of 290.01 feet; Thence North 89°44'56" East, a distance of 450.61 feet to the POINT OF BEGINNING.

Together with an easement for ingress/egress described as follows:

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet; Thence South 01°47'00" East, a distance of 290.01 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 250.18 feet; Thence South 89°44'56" West, a distance of 25.01 feet; Thence North 01°47'00" West, a distance of 250.18 feet; Thence North 89°44'56" East, a distance of 25.01 feet to the POINT OF BEGINNING Said lands lying in the Town of Davie, Broward County, Florida.

Together with a road easement, more particularly described as follows:

Commencing at the Northeast corner of the aforementioned Section 26, thence in a Southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the POINT OF BEGINNING; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91°12'23" as measured in a clockwise direction from the aforesaid course, a distance of 1615.36 feet to a point; thence in a Northerly direction with an interior angle of 91°12'23" a distance of 74.56 feet to a point; thence in an Easterly direction parallel to and 540.00 feet South of the North line of Section 26 a distance of 1615.00 feet, more or less, to the POINT OF BEGINNING.

Together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to the Property; all buildings, fixtures, appliances, and other improvements existing thereon; all fill and top soil thereon; all oil, gas, and mineral rights possessed by Seller thereon; all right, title, and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights of way appurtenant to the Property; and all right, title, and interest of Seller in and to any and all covenants, restrictions, agreements, and riparian rights benefiting the Property.

WD from City to BC – Aitken parcel

Return recorded copy to:

Broward County Facilities Management Division
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Annika E. Ashton
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folio: 5040 2600 0010

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants is made this ____ day of _____, 20____, by Broward County, hereinafter referred to as "County."

- A. County is the fee title owner of that certain real property located at 3801 South Flamingo Road, Davie, Florida 33330, more particularly described in **Exhibit A** attached hereto and made a part hereof ("Property").
- B. Pursuant to Section 8.13 of the Broward County Charter ("Charter"), County acquired the Property from the City of Tamarac as a like acre-for-acre replacement for certain property the County transferred to the City of Tamarac ("West Lake Parcel"), which West Lake Parcel is located in West Lake Park.
- C. West Lake Park is designated as a Regional Park under the Charter and in order to comply with the Charter's requirements for transferring Regional Park property to a municipality, the Broward County Board of County Commissioners ("Board") wishes to limit the use of the Property to park purposes, as defined in the Charter.

NOW THEREFORE, County hereby declares that the property shall be developed, held, maintained, and owned subject to the following designations and restrictive covenants.

- 1. **Recitals**. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.
- 2. **Restrictions**. The use of the Property shall be limited to Park Purposes, defined in Section 8.13 of the Charter as the use of an area of land in the pursuit of outdoor leisure, athletic, or recreational activities and facilities ancillary thereto including, but not limited to, cultural, educational, and civic facilities, animal exhibits, habitats, band shells, pavilions, outdoor classrooms, and concessions.

3. **Covenant Running with the Land.** This Declaration of Restrictive Covenants shall be recorded in the Official Records of Broward County, Florida and shall run with the Property and shall be binding on all persons and entities acquiring title and use of the Property.
4. **Modification and Termination.** No modification or termination of this Declaration of Restrictive Covenants shall be permitted unless specifically approved by a four-fifths vote of the entire Board at a noticed public hearing. Notice of the proposed modification or termination shall be given at least ten (10) days prior to the action by the Board by publication in a newspaper of general circulation in Broward County. In addition, at least ten (10) days prior to the public hearing, the Parks and Recreation Division, or its success division or agency, shall post a sign visible from the street upon the Property. The sign shall be in accordance with municipal regulations relating to signs and shall provide pertinent information regarding the proposed modification or termination.
5. **Invalidation.** Invalidation of any of these restrictive covenants by judgment or court order shall no way affect any other conditions, which will remain in full force and effect.
6. **Effective Date.** This Declaration of Restrictive Covenants shall be effective upon recordation in the Official Records of Broward County, Florida.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, County has caused this Declaration of Restrictive Convents to be executed in its name by its Board of County Commissioners, acting by the Mayor or Vice-Mayor of said Board, authorized to execute same by action of the Board on the ____ day of _____, 20____ (Item ____).

COUNTY

(Official Seal)
ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Mayor
____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

EXHIBIT A to Declaration of Restrictive Covenants

Legal Description of Property

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 290.01 feet; Thence South 89°44'56" West, a distance of 450.61 feet; Thence North 01°47'00" West, a distance of 290.01 feet; Thence North 89°44'56" East, a distance of 450.61 feet to the POINT OF BEGINNING.

Together with an easement for ingress/egress described as follows:

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet; Thence South 01°47'00" East, a distance of 290.01 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 250.18 feet; Thence South 89°44'56" West, a distance of 25.01 feet; Thence North 01°47'00" West, a distance of 250.18 feet; Thence North 89°44'56" East, a distance of 25.01 feet to the POINT OF BEGINNING Said lands lying in the Town of Davie, Broward County, Florida.

Together with a road easement, more particularly described as follows:

Commencing at the Northeast corner of the aforementioned Section 26, thence in a Southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the POINT OF BEGINNING; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91°12'23" as measured in a clockwise direction from the aforesaid course, a distance of 1615.36 feet to a point; thence in a Northerly direction with an interior angle of 91°12'23" a distance of 74.56 feet to a point; thence in an Easterly direction parallel to and 540.00 feet South of the North line of Section 26 a distance of 1615.00 feet, more or less, to the POINT OF BEGINNING.

Together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to the Property; all buildings, fixtures, appliances, and other improvements existing thereon; all fill and top soil thereon; all oil, gas, and mineral rights possessed by Seller thereon; all right, title, and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights of way appurtenant to the Property; and all right, title, and interest of Seller in and to any and all covenants, restrictions, agreements, and riparian rights benefiting the Property.

David N. Tolces
dtolces@gorencherof.com



GOREN CHEROF
DOODY & EZROL P.A.
ATTORNEYS AT LAW

Board
Certified in
City, County
and Local
Government
Law

October 16, 2019

VIA FEDERAL EXPRESS

Attn: Liz Miranda

Buyer's Title, Inc.

2200 W. Commercial Blvd., Suite 101

Fort Lauderdale, FL 33309

RE: City of Tamarac Purchase From Julie Aitken

Property Address: 3801 South Flamingo Road, Davie, FL 33330

Dear Ms. Miranda:

Pursuant to Deputy County Attorney, Annika Ashton's request, attached are the following original executed documents:

1. Four (4) signature pages of the Closing Statement signed by the City Manager, Michael Cernech;
2. One (1) certified copy of Resolution No. R-2019-107; and
3. One (1) Interlocal Agreement between Broward County and the City of Tamarac regarding Acquisition of Property signed by the City

If you have any questions regarding any of the foregoing, please contact me immediately.

Sincerely,

David N. Tolces,
Assistant City Attorney

cc: Michael C. Cernech, City Manager
Andrew J. Meyers, Broward County Attorney
Annika Ashton, Deputy Broward County Attorney

{00335947.1 2704-9499503}

Please reply to Fort Lauderdale Office

Fort Lauderdale Office
3099 E. Commercial Blvd., Suite 200, Fort Lauderdale, FL 33308. T 954-771-4500 | F 954-771-4923

Delray Beach Office
76 N.E. Fifth Avenue, Delray Beach, FL 33483. T 561-276-9400

www.cityatty.com

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrowers/Purchasers

Sellers

The City of Tampa, a Municipal
corporation of the State of Florida

Julie Aitken

By:

Michael C. Cernech, City Manager

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____

Date: _____

Liz Miranda, Buyer's Title, Inc.

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrowers/Purchasers

The City of Tamarac, a Municipal
corporation of the State of Florida

By: 

Michael C. Cornech, City Manager

Sellers

Julie Aitken

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____

Date: _____

Liz Miranda, Buyer's Title, Inc.

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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Borrowers/Purchasers

Sellers

The City of Tampa, a Municipal
corporation of the State of Florida

Julie Aitken

By:

Michael C. Cornech, City Manager

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

Date:

Liz Miranda, Buyer's Title, Inc.

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrowers/Purchasers

Sellers

The City of Tamarac, a Municipal
corporation of the State of Florida

Julie Aitken

By:

Michael C. Cernocki, City Manager

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

Date:

Liz Miranda, Buyer's Title, Inc.

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2019- 107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY PROVIDING FOR THE ACCEPTANCE OF THE ASSIGNMENT OF THE PURCHASE RIGHT FOR THE PROPERTY KNOWN AS THE "AITKEN PROPERTY" FROM BROWARD COUNTY PURSUANT TO THE CONTRACT FOR SALE AND PURCHASE OF THE AITKEN PROPERTY; PROVIDING FOR TERMS AND CONDITIONS FOR THE ASSIGNMENT OF THE RIGHT TO PURCHASE THE AITKEN PROPERTY; AUTHORIZING THE MAYOR AND CITY MANAGER TO TAKE ALL ACTIONS CONSISTENT WITH THIS RESOLUTION, INCLUDING THE EXECUTION OF ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT THE ASSIGNMENT AND PURCHASE OF THE AITKEN PROPERTY, INCLUDING THE CLOSING STATEMENT AND RELATED DOCUMENTS NECESSARY FOR CLOSING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE
AND CORRECT COPY OF R-2019-107
TR 13342

THE ORIGINAL OF WHICH IS ON FILE IN CITY HALL

WITNESS MY HAND AND OFFICIAL SEAL

OF THE CITY OF TAMARAC, FLORIDA.

THIS 15th DAY OF OCTOBER, 2019

Gabriela Gabor
Assistant CITY CLERK

WHEREAS, the City of Tamarac, a Florida municipal corporation (the "City") and Broward County, a political subdivision of the State of Florida (the "County"), pursuant to Section 163.01, Florida Statutes, desire to enter into an Interlocal Agreement, a copy of which is attached hereto as Exhibit "A," to provide for the City to accept the assignment of the right to purchase the property known as the "Aitken Property" from the County pursuant to the Contract for Sale and Purchase for the Aitken Property; and

WHEREAS, the City of Tamarac, Florida ("City Commission") is authorized, to acquire real property for municipal and public purposes; and

WHEREAS, the City Commission desires to enter into the Interlocal Agreement with Broward County, finds that the Interlocal Agreement, the acquisition of the Aitken Property is in the best interest of the City; and

WHEREAS, the Interlocal Agreement provides for the terms and conditions related to the City's acquisition of the Aitken Property; and

WHEREAS, the Interlocal Agreement is mutually beneficial to the City and County given that it will provide the opportunity for the conservation of the Aitken Property; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City to authorize the execution of the Interlocal Agreement between the City and the County to provide for the City to accept the assignment of the right to purchase the property known as the "Aitken Property" from the County pursuant to the Contract for Sale and Purchase for the Aitken Property, and a copy of the Interlocal Agreement is attached hereto as Exhibit "A," and incorporated herein by reference.

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

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

SECTION 2: It is hereby found and determined that the authorization to execute the Interlocal Agreement with Broward County for the acquisition of the Aitken Property is in the best interest of the City of Tamarac.

SECTION 3: The Mayor and City Manager are hereby authorized to execute the Interlocal Agreement with Broward County, a copy of said Agreement is attached hereto as Exhibit "A".

SECTION 4: The Mayor and City Manager are authorized to take all actions consistent with this Resolution, including the execution of any and all documents necessary to accept the assignment and purchase of the Aitken Property, including the closing statement and related documents necessary for closing.

SECTION 5: All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

SECTION 6: If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portions of this resolution.

SECTION 7: This Resolution shall become effective upon its passage and adoption by the City Commission.

(SIGNATURE PAGE TO FOLLOW)

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC,
FLORIDA, THIS 7th DAY OF October, 2019.

CITY OF TAMARAC FLORIDA

Michelle J. Gomez
MICHELLE J. GOMEZ, MAYOR

ATTEST:

Patricia Teufel
PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	<u>yes</u>
DIST 1: COMM. BOLTON	<u>absent</u>
DIST 2: COMM. GELIN	<u>yes</u>
DIST 3: COMM. FISHMAN	<u>no</u>
DIST 4: V/M. PLACKO	<u>yes</u>

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM:

Samuel S. Goren, 10/2/19
SAMUEL S. GOREN
CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF TAMARAC REGARDING ACQUISITION OF PROPERTY

This Interlocal Agreement ("Agreement") is entered into by Broward County, a political subdivision of the State of Florida (the "County"), and the City of Tamarac, a Florida municipal corporation (the "City") (collectively, the County and the City are referred to as the "Parties").

RECITALS

A. The County is party to a certain Contract for Sale and Purchase between Broward County and Julie Aitken, dated June 18, 2019 (as further defined below, the "Aitken Contract"), for the purchase of certain property located at 3801 South Flamingo Road, Davie, Florida ("Aitken Property"), more particularly described below and in **Exhibit A**.

B. The County desires to assign its right to purchase the Aitken Property, and the City desires to accept such assignment, such that the City will acquire the Aitken Property consistent with the terms and conditions of this Agreement.

C. The Parties also desire to permit the County to repurchase the Aitken Property, at the County's option, upon the terms and conditions set forth in this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Aitken Contract shall mean the Contract for Sale and Purchase attached as **Exhibit B**.

1.2 Aitken Property shall mean the real property located at 3801 South Flamingo Road, Davie, Florida, more particularly described in **Exhibit A**.

1.3 Effective Date shall be the date on which this Agreement is executed by the last of the Parties executing this Agreement.

ARTICLE 2. PROPERTY PURCHASE

2.1 Aitken Property.

2.1.1 Assignment of Aitken Contract. The County hereby assigns, and the City accepts the assignment of, all rights of the County pursuant to the Aitken Contract to purchase the Aitken Property, subject to the terms of this Agreement.

2.1.2 Closing of Aitken Contract.

2.1.2.1 The Parties shall fully cooperate to effectuate the closing of the Aitken

Contract and purchase of the Aitken Property on or before September 30, 2019, unless extended by the County Administrator. The City hereby authorizes its Mayor and City Manager to execute all closing documents necessary to effectuate the City's purchase of the Aitken Property.

2.1.2.2 The County will prepare the closing documents for the closing under the Aitken Contract. The County shall be solely responsible for all financial obligations due from the purchaser under the Aitken Contract, including payment of the purchase price to the seller.

2.1.3 Right to Demand Transfer. At any time after the closing of the Aitken Contract, the County may, upon written notice by its County Administrator to the City Manager, demand that the City transfer the Aitken Property to the County or another Broward County municipality. In such event, the City shall fully cooperate to effectuate the transfer of the Aitken Property to the County or another Broward County municipality within ninety (90) days after the request by the County (or such other time period as the Parties may otherwise agree in writing) by delivery of a properly executed and acknowledged warranty deed in the form attached as **Exhibit C**, free and clear of all liens, charges, and encumbrances, except for those in existence at the time the City acquires the Aitken Property, for the purchase price of Ten (\$10.00) dollars. The County shall prepare any and all necessary documentation to effectuate the transfer of the Aitken Property to the County or another Broward County municipality. Upon request by the City and provision of documentation substantiating any qualifying expenses, the County shall pay any reasonable expenses incurred by the City in connection with the transfer of the Aitken Property to the County or another Broward County municipality as contemplated in this section.

ARTICLE 3. MISCELLANEOUS

3.1 Effective Date; Time is of the Essence. The Agreement shall become effective as of the Effective Date.

3.2 Termination; Breach; Challenge. This Agreement may not be terminated for cause or for convenience. The sole and exclusive remedies for any breach of this Agreement shall be specific performance or injunctive relief. In the event of a breach of this Agreement, the Parties agree and stipulate that the Agreement shall continue in full force and effect as to the other party, and further agree and stipulate that the nonbreaching party is entitled, at its election, to specific enforcement of the terms of this Agreement, and the Parties expressly agree and stipulate that the Agreement is valid and enforceable, fair and just in all its terms, and that damages resulting from a breach of this Agreement are sufficiently uncertain and indefinite that specific performance is an appropriate equitable remedy.

3.3 Statement of Intent; Further Assurances. The Parties acknowledge that the purpose of this Agreement is to facilitate a potential exchange of the Aitken Property for another County-owned Property between the County and the City at no cost to the City. The Aitken Property is

being acquired in the name of the City with funds provided by the County in order to facilitate that exchange with the expectation that the Aitken Property will later be conveyed to the County either through the exchange or as provided in Section 2.1.3 of this Agreement. This Agreement shall be construed to effectuate the intent of the Parties stated in this paragraph. The Parties shall execute and deliver such further documents and instruments and take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

3.4 Third-Party Beneficiaries. The Parties expressly agree and stipulate that there are no third-party beneficiaries to this Agreement.

3.5 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Administrator
Attn: Bertha Henry
115 S. Andrews Ave., Suite 409
Ft. Lauderdale, Florida 33301
E-mail address: bhenry@broward.org (with copy to ameyers@broward.org)

NOTICE TO CITY:

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321-2401
E-mail Address: michael.cernech@tamarac.org

With a copy to:

City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., #200
Fort Lauderdale, FL 33308
Attn: Samuel S. Goren, Esq.
E-mail Address: sgoren@gorencherof.com

3.6 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any party.

3.7 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context

otherwise requires. Any reference to days shall be deemed to refer to calendar days unless otherwise expressly stated.

3.8 Governing Law, Venue, and Waiver of Jury Trial. This 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. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

3.9 Amendments. Except as otherwise expressly stated herein, no modification or amendment to this Agreement shall be effective unless it is in writing and executed by the governing bodies of each party.

3.10 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

3.11 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

3.12 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the County or the City to the extent sovereign immunity may be applicable.

3.13 Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2019, and the CITY OF TAMARAC, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
MAYOR
____ day of _____, 2019

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

RDH/AEA
2019-09-06 Interlocal Agreement with Tamarac-Assignment Only
09/23/2019
#463841.5

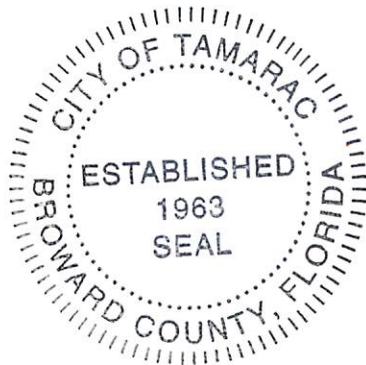
INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF TAMARAC REGARDING PROPERTY TRANSFERS

CITY

ATTEST:

CITY OF TAMARAC

Sabrina Taylor, CMC
CITY CLERK
10/10/19



By: *Michelle J. Gomez*
CITY MAYOR
Michelle J. Gomez
Print Name
10th day of *October*, 2019

APPROVED AS TO FORM & LEGAL SUFFICIENCY
for the use and reliance of the
City of Tamarac, Florida:

Samuel A. Lopez, *10/10/19*
City Attorney

Exhibit A (Aitken Property)

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 290.01 feet; Thence South 89°44'56" West, a distance of 450.61 feet; Thence North 01°47'00" West, a distance of 290.01 feet; Thence North 89°44'56" East, a distance of 450.61 feet to the POINT OF BEGINNING.

Together with an easement for ingress/egress described as follows:

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet; Thence South 01°47'00" East, a distance of 290.01 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 250.18 feet; Thence South 89°44'56" West, a distance of 25.01 feet; Thence North 01°47'00" West, a distance of 250.18 feet; Thence North 89°44'56" East, a distance of 25.01 feet to the POINT OF BEGINNING Said lands lying in the Town of Davie, Broward County, Florida.

Together with a road easement, more particularly described as follows:

Commencing at the Northeast corner of the aforementioned Section 26, thence in a Southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the POINT OF BEGINNING; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91°12'23" as measured in a clockwise direction from the aforesaid course, a distance of 1615.36 feet to a point: thence in a Northerly direction with an interior angle of 91°12'23" a distance of 74.56 feet to a point; thence in an Easterly direction parallel to and 540.00 feet South of the North line of Section 26 a distance of 1615.00 feet, more or less, to the POINT OF BEGINNING.

Exhibit B (Aitken Contract)

CONTRACT FOR SALE AND PURCHASE

This Contract for Sale and Purchase ("Contract") between BROWARD COUNTY, a political subdivision of the State of Florida ("County"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and JULIE AITKEN, a married woman, ("Seller"), whose address is 3801 South Flamingo Road, Davie, Florida, 33330 is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date"). The Seller and the County are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

ARTICLE 1. TERMS AND CONDITIONS OF PURCHASE AND SALE

1.1 Purchase and Sale of Property. Seller shall sell, and County shall purchase the following described property ("Property"), situate, lying, and being in Broward County, Florida:

The North 640.19 feet of the East 1,615.00 feet of Section 26, Township 50 South, Range 40 East, together with a road easement, more particularly described as follows:

Commencing at the N.E. corner of the aforementioned Section 26; thence in a southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the Point of Beginning; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91° 12' 23" as measured in a clockwise direction from the aforesaid course, a distance of 1,615.36 feet to a point; thence in a Northerly direction with an interior angle of 91° 12' 23", a distance of 74.56 feet to a point; thence in an Easterly direction parallel to an 540.00 feet South of the North line of Section 26, a distance of 1,615.00 feet, more or less, to the Point of Beginning. (Folio No: 5040-26-00-0010).

Together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to the Property; all buildings, fixtures, appliances, and other improvements existing thereon; all fill and top soil thereon; all oil, gas, and mineral rights possessed by Seller thereon; all right, title, and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights of way appurtenant to the Property; and all right, title, and interest of Seller in and to any and all covenants, restrictions, agreements, and riparian rights benefiting the Property.

1.2 Purchase Price. County, as purchaser, agrees to pay as and for the total purchase price for the Property, in the manner and at the times specified in this Contract, the total sum of **EIGHT HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$890,000.00)**, subject to the prorations, credits, and adjustments specified in this Contract ("Purchase Price").

1.3 Proceeds of Sale. The proceeds of sale, adjusted for prorations, credits, or other closing related charges, if any, shall be disbursed by the closing agent at Closing (as defined in Section 2.1) in the form of a wire transfer or check drawn locally from a bank in Broward County and payable to Seller. The Seller shall give the County written notice of the Seller's designated account no later than ten (10) business days before the Closing.

1.4 Conveyance. Seller shall convey the Property at Closing by delivery of a properly executed and acknowledged warranty deed in statutory form, free and clear of all liens, charges, and encumbrances other than the following:

Zoning and other regulations imposed by a governmental authority.

ARTICLE 2. CLOSING

2.1. **Time and Place.** The closing of the transaction contemplated in this Contract ("Closing") will take place on or before the Ninetieth (90th) day after the Effective Date or, if the Closing is postponed pursuant to Section 3.2 of this Contract, upon expiration of any Cure Period (as defined in Section 3.2) at the Broward County Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida, 33301, or at such other place as County may designate. At Seller's request, the Director of Real Property may grant an extension of the date of Closing. Unless otherwise agreed upon in this Contract, possession and occupancy will be delivered to County at the time of Closing.

2.2. **Execution of Documents.** At Closing, the Parties shall execute all papers and documents necessary to be executed by each respective Party as required by this Contract and as may be required for Seller to convey marketable title to County and properly transfer all the rights being sold in accordance with this Contract, including execution of the Seller's affidavit, attached hereto as Exhibit B.

2.3. **Documentary Stamps, Tangible Taxes, & Recording Costs.** Seller shall cause to be placed upon the warranty deed conveying the Property state surtax and documentary stamps as required by law. Seller shall also pay all tangible personal property taxes and the cost of recording any corrective instruments that County deems necessary to assure good and marketable title. County shall pay for the cost of recording the warranty deed.

2.4. **Taxes and Special Assessment Liens.** If the Closing occurs between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Broward County Records, Taxes and Treasury Division an amount equal to the current taxes prorated to the date of transfer of title, based on the current assessment and millage rates on the Property. All liens on the Property arising out of a special improvement or service by any city, town, municipal corporation, county, or other governmental entity pursuant to any general or special act of the legislature providing a special benefit to land abutting, adjoining, or contiguous to the special improvement ("Special Assessment Liens") shall be paid by Seller prior to the Closing date, and County shall not be obligated to pay such liens or assessments. Seller shall exhibit appropriate receipts, satisfactions, or releases proving payment of all Special Assessment Liens and of all delinquent taxes and assessments applicable to the Property, including penalties and interest thereon, or in the alternative, Seller shall cause such liens, taxes, and assessments to be satisfied out of the proceeds of sale received by Seller at Closing.

2.5. **General Prorations.** Any rents, revenues and liens, or other charges to be prorated shall be prorated as of the date of Closing.

ARTICLE 3. SURVEY AND EXAMINATION OF TITLE

3.1. **Survey.** Prior to Closing, County may, at County's sole expense, have the Property surveyed and certified to County by a registered Florida surveyor. If the survey discloses

encroachments on the Property or that any improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, Contract covenants, or applicable government regulations, the same shall constitute a title defect and the County shall be entitled to the remedies prescribed in Section 3.2 of this Contract.

3.2. **Title.** Seller warrants and represents to County that Seller owns fee simple title to the Property. Seller is not obligated by the terms of this Contract to provide County with any evidence of title; however, County reserves the right to secure such evidence of title as is satisfactory to County, at County's expense, and to cause an examination of such evidence of title to be performed prior to Closing. Should such evidence of title or its examination reveal defects or deficiencies in the title to the Property that would render title to the Property unmarketable or uninsurable, then County will notify Seller of such defects or deficiencies, and Seller will have the option to attempt to cure any defect or deficiency in title no later than ninety (90) days after County notifies Seller of the defect or deficiency in title to the Property ("Cure Period"). Closing shall be postponed during the Cure Period until such deficiencies or defects are cured. If Seller elects not to attempt to cure such title defects or deficiencies or if the defects or deficiencies cannot be cured during the Cure Period, then County shall have the option of either (i) accepting title as it then is and paying the purchase price, or (ii) declaring this Contract canceled, in which case each Party shall be relieved of any further obligations under this Contract.

ARTICLE 4. EXISTING MORTGAGES AND LEASES

4.1. **Mortgages.** Seller shall obtain and furnish, at Seller's expense, not less than fifteen (15) days prior to Closing, a statement or letter of estoppel from the holder of any mortgage, lien, or encumbrance affecting the title to the Property setting forth the amount of principal, interest, and/or penalties necessary to be paid to discharge such mortgage, lien, or encumbrance in full.

4.2. **Leases.** Exhibit A sets forth a true, correct, and complete list of all licenses, contracts, agreements, arrangements, or other obligations, whether written or oral, relating to the use, occupancy, or possession of any portion of the Property ("Leases"), including the names of the tenants and any security deposits held by the Seller. Except as set forth in Exhibit A, Seller represents and warrants that there are no other parties that have any rights of occupancy or possession of the Property or any portion thereof as of the Effective Date. Seller shall, not less than fifteen (15) days prior to Closing, furnish to County copies of all written Leases and estoppel letters from each tenant indicating any existing landlord defaults and specifying the nature and duration of said tenant's occupancy, rental rate, advance rents, or security deposits paid by tenant. In the event Seller is unable to obtain said estoppel letters from tenants, the same information may be furnished by Seller to County in the form of a Seller's affidavit, attached hereto as Exhibit B.

ARTICLE 5. ENVIRONMENTAL CONTAMINATION

5.1. If County conducts an environmental audit and it results in a finding that environmental contamination of the Property is present or suspected or a recommendation that a Phase 2 audit be conducted, or if there has been environmental contamination of the Property between the Effective Date and the Closing, the County, at its sole option, may: (1) elect to terminate this Contract without further liability; or (2) obtain a cost estimate from a reputable licensed

Parcel Description – Site No. 5040-26-00-0010

environmental consultant as to the cost of cleanup of any environmental contamination and notify Seller of the cost estimate in writing in which event the Seller shall have the option of:

- (a) Cleaning up the environmental contamination itself; or
- (b) Reducing the Purchase Price by the amount of the cost estimate; or
- (c) If the estimated cost of cleanup exceeds an amount equal to ten percent (10%) of the Purchase Price, terminating the Contract with no further liability on the part of either Party.

5.2. If the environmental contamination is discovered after Closing, Seller shall remain obligated to diligently pursue and accomplish the cleanup of the environmental contamination, with such obligation to survive delivery of the deed and possession.

5.3. In the event that Seller undertakes any environmental remediation, all such remediation shall be done in a manner consistent with all applicable laws, rules, regulations, and ordinances and at Seller's sole cost and expense. Seller shall indemnify and hold harmless and defend County, its officers, servants, agents, and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of whatsoever kind arising from the environmental contamination. Seller shall defend, at its sole cost and expense, any legal action, claim, or proceeding instituted by any person against County as a result of any claim, suit, or cause of action for injuries to body, life, limb, or property for which the environmental contamination is alleged to be a contributing legal cause. Seller shall hold County harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses, and liabilities in and about any such claim, suit, investigation, or defense thereof, which may be entered, incurred, or assessed as a result of the foregoing.

ARTICLE 6. MECHANICS' LIENS

6.1. Seller hereby represents and warrants to County that as of the Effective Date there are no claims or potential claims for mechanics' liens, either statutory or at common law, and that neither Seller nor Seller's agent has caused to be made on the Property within ninety (90) days immediately preceding the Effective Date any improvement that could give rise to any mechanics lien. Seller shall furnish to County at time of closing an affidavit in the form attached as Exhibit C.

6.2. If any improvements have been made to the Property within ninety (90) days prior to the date of Closing, in addition to Seller's mechanics' lien affidavit, Seller shall deliver releases or waiver of all mechanics' liens, executed by general contractors, subcontractors, suppliers, or materialmen, setting forth the names of all such general contractors, subcontractors, suppliers, and materialmen, and further reciting that, in fact, all bills for work to the Property that could serve as the basis for a mechanics' lien have been paid.

ARTICLE 7. BROKER'S COMMISSION

Seller hereby represents and warrants that Seller has not dealt with a broker, and Seller agrees to hold County harmless from any claim or demand for commissions made by or on behalf of any

Parcel Description – Site No. 5040_6-00-0010

broker or agent of Seller in connection with this sale and purchase. Seller agrees to pay all real estate commissions in connection with this transaction.

ARTICLE 8. MISCELLANEOUS

8.1. **Notices.** For a notice to a Party to be effective under this Contract, written notice must be sent via U.S. first class mail, along with a contemporaneous copy via electronic mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

Notice to County Mailed to:

County Administrator
Government Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: bhenry@broward.org

Additional County Copy Mailed to:

Director of Real Property Section
Governmental Center, Room 501
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: pbhogaita@broward.org

Notice to Seller Mailed to:

Julie Aitken
PO BOX 3084
Placida, Florida 33946
Email: julie.r.aitken@gmail.com
Phone: 954-790-7652

8.2. **Amendments.** No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

8.3. **Public Disclosure.** In accordance with Section 286.23, Florida Statutes, if the Property is held in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity, upon execution of this Contract, Seller shall make a public disclosure in writing, in the form attached as Exhibit D, under oath and subject to penalties described for perjury, which shall state the name and address of Seller and the name and address of every person having any beneficial interest in the Property.

8.4. **Assignment.** County may, at its sole option and without Seller's consent, assign this Contract or any interest herein to another governmental entity upon providing Seller with written notice of such assignment. Seller acknowledges that, in providing such notice of assignment, the County Administrator has been authorized to act on behalf of County. Except as permitted in the preceding provisions of this Section 8.4, this Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstance by Seller or County without the prior written consent of the other Party and only by a document executed by the Parties with the same formality and of equal dignity herewith.

8.5. **Materiality and Waiver of Breach.** Seller and County agree that each requirement, duty, and obligation set forth herein was bargained for at arm's length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this

Contract, and that each is, therefore, a material term hereof. Either Party's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or a modification of this Contract. A waiver or breach of any provision or modification of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

8.6. Third Party Beneficiaries. Neither Seller nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

8.7. Time is of the Essence. Time is of the essence throughout this Contract. In computing time periods of less than six (6) calendar days, Saturdays, Sundays, and state or national legal holidays shall be excluded. Any time periods provided for herein that end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 P.M. (Eastern Time) of the next business day.

8.8. Joint Preparation. The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this this Contract has been their joint effort. This Contract expresses the Parties' mutual intent and it shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

8.9. Compliance with Laws. Seller and County shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing their respective duties, responsibilities, and obligations under this Contract.

8.10. Headings and Interpretation. The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. All personal pronouns used in this Contract shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Contract as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

8.11. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Contract by reference and any term, statement, requirement, or provision of this Contract, the term, statement, requirement, or provision contained in this Contract shall prevail and be given effect.

8.12. Prior Agreements. This Contract represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.13. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

8.14. **Severability.** If any part of this Contract is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Contract and the balance of this Contract shall remain in full force and effect unless both Seller and County elect to terminate the Contract. The election to terminate this Contract pursuant to this section shall be made within seven (7) calendar days after the court's finding becomes final.

8.15. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SELLER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT 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.**

8.16. **Binding Effect.** This Contract shall run with the Property and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8.17. **Representation of Authority.** Each individual executing this Contract on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such Party and does so with full legal authority.

8.18. **Multiple Originals and Counterparts.** Multiple originals of this Contract may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document. This Contract may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart but only that each Party shall sign at least one such counterpart.

8.19. **Survival of Covenants.** All covenants, grants, representations, and warranties shall survive Closing and delivery of the deed.

Parcel Description – Site No. 5040-26-00-0010

8.20. **Recording.** The County, at its own expense, may record this Contract (or a Memorandum thereof) in the Public Records of Broward County, Florida.

8.21. **County's Future Consideration.** In the future, Seller would like Broward County to consider naming the Property "Oakridge Farm Preserve" knowing that Broward County Administrative Code 18.43 would have to be followed to either approve or deny this consideration. Oakridge Farm Preserve is the historical name this Property has been known by for over forty (40) years.

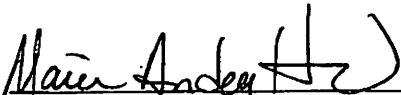
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Parcel Description – Site No. 5040-26-00-0010

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: **JULIE AITKEN**, duly authorized to execute same, and BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 11 day of June, 2019.

SELLER


WITNESSES:


Signature Witness 1

Marie Andree Hammond
Print/Type Name Witness 1


Signature Witness 2

Olga Pico
Print/Type Name Witness 2


Julie Aitken

29th day of March, 2019

Parcel Description – Site No. 5040-26-00-0010

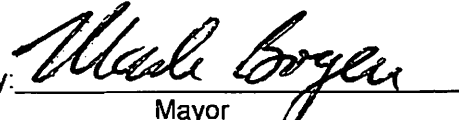
CONTRACT FOR SALE AND PURCHASE OF 2.99 ACRES LOCATED AT 3801 SOUTH FLAMINGO ROAD, DAVIE, FLORIDA, 33330 AND IDENTIFIED AS FOLIO NUMBER 5040-26-00-0010 BETWEEN JULIE AITKEN AND BROWARD COUNTY

COUNTY

ATTEST:

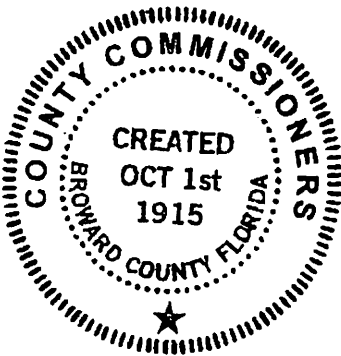

County Administrator and ex officio
Clerk of the Board of
County Commissioners of
Broward County, Florida


BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By: 
Mayor

18 day of June, 2019

Approved as to form by
Andrew J. Meyers,
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968



By:  4/2/19 for
Annika E. Ashton (Date)
Senior Assistant County Attorney

AEA/mdw
Form Purchase & Sale-Aitken
#421626

Parcel Description – Site No. 5040-26-00-0010

EXHIBIT A

LEASES, OPTIONS, CONTRACTS AND OTHER INTERESTS

[This includes the persons living in the guest quarters.]

EXHIBIT B

NO LIEN AFFIDAVIT AND INDEMNITY

STATE OF)
) SS.
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared, _____, who, being by me first duly sworn on oath, depose(s) and say(s), collectively as the "Affiant":

1. That Affiant is the owner of and has fee simple title to the following described property (the "Property") situate, lying and being in the County of Broward, State of Florida, to-wit:

The North 640.19 feet of the East 1,615.00 feet of Section 26, Township 50 South, Range 40 East, together with a road easement, more particularly described as follows:

Commencing at the N.E. corner of the aforementioned Section 26; thence in a southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the Point of Beginning; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91° 12' 23" as measured in a clockwise direction from the aforesaid course, a distance of 1,615.36 feet to a point; thence in a Northerly direction with an interior angle of 91° 12' 23", a distance of 74.56 feet to a point; thence in an Easterly direction parallel to an 540.00 feet South of the North line of Section 26, a distance of 1,615.00 feet, more or less, to the Point of Beginning. (Folio No: 5040-26-00-0010).

2. That the Affiant has not sold, transferred, assigned, or conveyed title to the Property prior to the transfer to Broward County, a political subdivision of the State of Florida ("County").
3. That the Property and all improvements thereon are free and clear of all mortgages, liens, taxes, waste, water and sewer charges, encumbrances, judgments, and claims of every kind, nature, and description of record whatsoever except for real estate taxes for 20____.
4. That no legal actions, Internal Revenue Service claims, or State tax claims are pending or threatened that could ripen into a lien or encumbrance on the Property or the improvements thereon.
5. This Affidavit is made for the purpose of inducing County to part with valuable consideration and consummate the purchase of the Property, and County is materially relying on the veracity of the contents hereof. The title insurance company selected by County is relying upon the representations herein made in issuing title insurance. In this regard, the Affiant represents and warrants that the statements contained herein are true and correct in all respects.

EXHIBIT B
(Continued)

6. That for at least ninety (90) days prior to the date hereof, no material, labor, or services have been furnished, performed, or supplied in connection with the Property, including the improvements located thereon, for which payment has not been made in full; no material, labor, or services have been contracted to be furnished, performed, or supplied at a future date in connection with the Property, including the improvements located thereon, for which payment has not been made in full; and there are no unpaid mechanics', material person's or other liens affecting the Property or actual or potential claims on account of any such material, labor, or services.
7. That to the best of Affiant's knowledge, no violations of municipal ordinances or other laws, statutes, rules, or regulations pertaining to the Property exist, and no orders or notices concerning any violations have been given to the Affiant or made against the Property and Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days. No judgment or decree has been entered in any court in this State or the United States against said Property which remains unsatisfied.
8. There are no disputes concerning the boundary lines of the Property, and the operation of any buildings on said property has been in compliance with the applicable building codes, ordinances, and statutes.
9. There are no actions or proceedings now pending in any State or Federal Court to which the Affiant is a party, including but not limited to, proceedings in bankruptcy, receivership, or insolvency, nor are there any judgments, bankruptcies, liens, or executions of any nature which constitute or could constitute a charge or lien upon said property. There are no unrecorded easements, claims of easement, or rights-of-way affecting all or any portion of the Property.
10. That Affiant alone and no other person(s), firm(s), corporation(s) or individual(s) are in control and possession of the Property.
11. [IF TITLE COMMITMENT IS OBTAINED] Affiant represents and warrants that between the date of the title commitment dated _____, and the date on which the deed to the Property is placed of record, Affiant has not and will not execute any instruments or take any actions that could adversely affect the title or interest to be acquired by County. Affiant further represents and warrants that Affiant is not aware of any matter that could adversely affect the title or interest to be acquired by County and insured under the title commitment.
12. Affiant represents and warrants the truth and accuracy of all matters hereinabove set forth and agree to and shall defend, indemnify, and hold harmless County and its heirs, successors, and assigns from all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees) that arise as a result of or in connection with the falsity or inaccuracy of any statement made in the above Affidavit or the breach of any representation or warranty herein made.

Parcel Description – Site No. 5040-26-00-0010

EXHIBIT B
(Continued)

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in the presence of:

Signature Witness 1

Julie Aitken

Print/Type Name Witness 1

____ day of _____ 20____

Print/Type Name Witness 2

NO LIEN AFFIDAVIT AND INDEMNITY

STATE OF

)

) **SS.**

COUNTY OF

)

The foregoing instrument **was sworn and subscribed** before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath and _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20____.

(SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

My Commission Expires:

EXHIBIT C

ENVIRONMENTAL AFFIDAVIT

STATE OF)
) SS.
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared _____, who, being by me first duly sworn on oath, depose(s) and say(s):

This environmental affidavit ("Affidavit") is made this ____ day of _____, 20____, pursuant to a Contract for Sale and Purchase ("Contract") made as of _____ by _____ and _____ ("Seller") and Broward County, a political subdivision of the state of Florida, ("County"), pertaining to the following described property ("Property") situate, lying and being in the County of Broward, State of Florida:

[INSERT LEGAL DESCRIPTION]

In order to induce County to purchase the Property, Seller hereby represents and warrants to County as follows:

1. There are no environmental hazards on the Property that would require County to treat, remove, or otherwise incur any expense relative to meeting current environmental standards as of date of Closing.
2. Seller is not aware of any event of environmental contamination of the Property occurring between the Effective Date of the Contract and the Closing.
3. Seller represents and warrants to County that as of Closing, neither Seller nor, to the best of Seller's knowledge, any third party has used, produced, manufactured, stored, disposed of, or discharged any hazardous wastes or toxic substances in, under, or about the Property during the time in which Seller owned the Property.
4. Seller represents and warrants the truth and accuracy of all matters in this Affidavit and agrees to and shall defend, indemnify, and hold harmless County and its successors and assigns from all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees) that arise as a result of or in connection with the falsity or inaccuracy of any statement

Parcel Description – Site No. 5040-26-00-0010

made in this Affidavit or the breach of any representation or warranty made in this Affidavit.

5. Capitalized terms used but not defined in the Affidavit will have the meanings assigned to them in the Contract, unless the context requires otherwise.

FURTHER AFFIANT SAYETH NAUGHT.

SELLER

Signed, sealed and delivered
in the presence of:

Julie Aitken
Seller Print/Type Name

Seller Signature

_____ day of _____, 20____.

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this ____ day of _____, 20____.

(SEAL)

My Commission Expires:

Signature of Notary Public

(Typed or printed name)

EXHIBIT D

**PUBLIC DISCLOSURE OF BENEFICIAL INTERESTS AFFIDAVIT
(Section 286.23, Florida Statutes)**

STATE OF)
) SS.
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared _____ ("Affiant"), who first duly sworn deposes and says Affiant is:

____ (a) ____ the President or ____ the Vice-President of _____, a _____

corporation, which is duly authorized to transact business under the laws of Florida; or

____ (b) ____ a Partner or ____ Limited Partner of _____, a _____ partnership, doing business under the name of _____; or

____ (c) the Trustee of _____ Trust;
or

____ (d) Other _____,
which entity described above holds title to the real property having a street address of
[INSERT ADDRESS].

Affiant certifies that the names and addresses listed on Schedule A, attached hereto and by this reference made a part hereof, are the names and addresses of every person having a beneficial interest in said real property, however small or minimal. This Affidavit is being made: (i) for the purpose of complying with the provisions of Section 286.23, Florida Statutes, with regard to a real property interest being conveyed to Broward County, (ii) as a public disclosure, under oath and subject to the penalties prescribed for

Parcel Description – Site No. 5040-26-00-0010

Exhibit D

**Public Disclosure Affidavit
(Continued)**

perjury, and (iii) to Broward County, which are relying on the veracity of the contents of this Affidavit. All matters set forth in this Affidavit are truthful and accurate.

AFFIANT:

Signature

Print Name

(Affiant's address - Required by
Section 286.23 Florida Statutes)

ACKNOWLEDGMENT

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this ____ day of _____, 20____.

(SEAL)

My Commission Expires:

Signature of Notary Public

(Typed or printed name)

Parcel Description – Site No. 5040-26-00-0010

Exhibit D

Public Disclosure Affidavit

(Continued)

Schedule A

NAMES:

ADDRESSES:

Note: The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public, is exempt from the provisions of Section 286.23, Florida Statutes. When disclosure of persons having beneficial interests in nonpublic entities is required, the entity or person shall not be required by the provisions of Section 286.23, Florida Statutes, to disclose persons or entities holding less than 5 percent (5%) of the beneficial interest in the disclosing entity.

FIRST AMENDMENT TO CONTRACT FOR SALE AND PURCHASE

This First Amendment to Contract for Sale and Purchase ("Amendment") is made between Broward County, a political subdivision of the State of Florida ("County"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and Julie Aitken, a married woman ("Seller"), whose address is 3801 South Flamingo Road, Davie, Florida 33330. Seller and County are hereinafter referred to collectively as the "Parties," and are each individually referred to as a "Party." The effective date of this Amendment is the date it is fully executed by the Parties.

RECITALS

A. Seller and County entered into a Contract for Purchase and Sale ("Agreement"), effective on June 18, 2019, whereby Seller agreed to sell to County, and County agreed to purchase from Seller, that certain real property located at 3801 South Flamingo Road, Davie, Florida 33330 and identified as Folio # 5040-26-00-0010 ("Property").

B. The Parties desire to amend the Agreement to correct the legal description described in Section 1.1 of the Agreement.

C. The Parties also desire to extend the date of the Closing provided in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Unless otherwise defined in this Amendment, the capitalized terms in this Amendment have the respective meanings ascribed to them in the Agreement and the definitions of those terms in the Agreement are incorporated by reference into this Amendment. If there is a conflict or inconsistency between any term, statement, requirement, or provision of the Agreement and any provision of this Amendment, the provisions of this Amendment shall prevail and be given effect.

2. The recitals set forth above are true, accurate, and fully incorporated in the Amendment by this reference.

3. Section 1.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

1.1 Purchase and Sale of Property. Seller shall sell, and County shall purchase, the following described property ("Property"), situate, lying and being in Broward County, Florida:

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 290.01 feet; Thence South 89°44'56" West, a distance of 450.61 feet; Thence North 01°47'00" West, a distance of 290.01 feet; Thence North 89°44'56" East, a distance of 450.61 feet to the POINT OF BEGINNING.

Together with an easement for ingress/egress described as follows:

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet; Thence South 01°47'00" East, a distance of 290.01 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 250.18 feet; Thence South 89°44'56" West, a distance of 25.01 feet; Thence North 01°47'00" West, a distance of 250.18 feet; Thence North 89°44'56" East, a distance of 25.01 feet to the POINT OF BEGINNING Said lands lying in the Town of Davie, Broward County, Florida.

Together with a road easement, more particularly described as follows:

Commencing at the Northeast corner of the aforementioned Section 26, thence in a Southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the POINT OF BEGINNING; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91°12'23" as measured in a clockwise direction from the aforesaid course, a distance of 1615.36 feet to a point; thence in a Northerly direction with an interior angle of 91°12'23" a distance of 74.56 feet to a point; thence in an Easterly direction parallel to and 540.00 feet South of the North line of Section 26 a distance of 1615.00 feet, more or less, to the POINT OF BEGINNING.

Together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to the Property; all buildings, fixtures, appliances, and other improvements existing thereon; all fill and top soil thereon; all oil, gas, and mineral rights possessed by Seller thereon; all right, title, and interest of Seller in and to any and all streets, roads, highways, easements,

drainage rights, or rights of way appurtenant to the Property; and all right, title, and interest of Seller in and to any and all covenants, restrictions, agreements, and riparian rights benefiting the Property.

4. The Parties agree to extend the date of the Closing provided in Section 2.1 of the Agreement. The Closing shall take place on or before September 30, 2019 unless further extended by the Parties in writing. The County may agree to any such extension acting through its County Administrator. In consideration of the extension of the date of the Closing, the County agrees to be responsible for the security of the Property from the date of this Amendment through the date of the Closing and will accept the Property notwithstanding any casualty that may occur to the Property between the date of this Amendment and the date of the Closing. In addition, at the Closing, the County will pay to Seller the prorated amount of the costs incurred by Seller from September 16, 2019 through the actual date of Closing for property tax, mortgage payments, electrical bills, and property insurance at the Property.

5. Except as expressly modified in this Amendment, all terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

6. The Agreement, as modified by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as modified hereby. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. Multiple originals of this Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

8. This Amendment has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

9. Each individual executing this Amendment represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such Party and does so with full legal authority.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have made and executed this Amendment: Julie Aitken, a married woman, and BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 2019 (Agenda Item No. ____).

SELLER

WITNESSES:

Print Name: JULIE AITKEN

Signature of Witness 1

____ day of _____, 2019

Print Name of Witness 1

Signature of Witness 2

Print Name of Witness 2

FIRST AMENDMENT TO CONTRACT FOR SALE AND PURCHASE

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____ (Date)
Annika E. Ashton
Deputy County Attorney

SECOND AMENDMENT TO CONTRACT FOR SALE AND PURCHASE

This Second Amendment to Contract for Sale and Purchase ("Second Amendment") is made between Broward County, a political subdivision of the State of Florida ("County"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and Julie Aitken, a married woman ("Seller"), whose address is 3801 South Flamingo Road, Davie, Florida 33330. Seller and County are hereinafter referred to collectively as the "Parties," and are each individually referred to as a "Party." The effective date of this Second Amendment is the date it is fully executed by the Parties.

RECITALS

A. Seller and County entered into a Contract for Sale and Purchase, effective on June 18, 2019, as amended by the First Amendment to the Contract for Sale and Purchase, dated September 10, 2019 ("Agreement"), whereby Seller agreed to sell to County, and County agreed to purchase from Seller, that certain real property located at 3801 South Flamingo Road, Davie, Florida 33330, and identified as Folio # 5040-26-00-0010 ("Property").

B. The Parties desire to further amend the Agreement to extend the date of the Closing provided in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Unless otherwise defined in this Amendment, the capitalized terms in this Amendment have the respective meanings ascribed to them in the Agreement, and the definitions of those terms in the Agreement are incorporated by reference into this Amendment. If there is a conflict or inconsistency between any term, statement, requirement, or provision of the Agreement and any provision of this Amendment, the provisions of this Amendment shall prevail and be given effect.

2. The recitals set forth above are true, accurate, and fully incorporated in the Amendment by this reference.

3. The Parties agree to extend the date of the Closing. The Closing shall take place on or before December 31, 2019, unless further extended by the Parties in writing. The County may agree to any such extension acting through its County Administrator. In consideration of the extension of the date of the Closing, the County agrees to be responsible for the security of the Property from September 10, 2019, through the date of the Closing and will accept the Property notwithstanding any casualty that may occur to the Property between September 10, 2019, and the date of the Closing. In addition, at the Closing, the County will pay to Seller the prorated amount of the costs incurred by

Seller from September 16, 2019, through September 30, 2019, for property tax, mortgage payments, electrical bills, and property insurance at the Property.

4. Except as expressly modified in this Amendment, all terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

5. The Agreement, as modified by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as modified hereby. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. Multiple originals of this Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7. This Amendment has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

8. Each individual executing this Amendment represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such Party, and does so with full legal authority.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have made and executed this Second Amendment: Julie Aitken, a married woman, and BROWARD COUNTY, through its County Administrator authorized to execute same by Board action on the 24th day of September, 2019 (Agenda Item No. ____).

SELLER

WITNESSES:

Signature of Witness 1

By: _____
Julie Aitken

Print Name of Witness 1

_____ day of _____, 20____

Signature of Witness 2

Print Name of Witness 2

SECOND AMENDMENT TO CONTRACT FOR SALE AND PURCHASE

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

Signature of Witness 1

By: _____
Bertha Henry

Print Name of Witness 1

_____ day of _____, 20____

Signature of Witness 2

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name of Witness 2

By: _____ (Date)
Annika E. Ashton
Deputy County Attorney

AEA/mdw
Second Amendment to Contract for Sale & Purchase.doc
09/19/19
#466812.4

Exhibit C (Aitken Property Warranty Deed)

Return recorded copy to:

Broward County Facilities Management Division
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Annika Ashton
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folio: 5040 2600 0010

WARRANTY DEED

THIS WARRANTY DEED, made this ____ day of _____, 20____, between **CITY OF TAMARAC, a municipal corporation of the State of Florida** whose address is 7525 NW 88th Avenue, Tamarac, Florida 33321, hereinafter called "**Grantor**" and **BROWARD COUNTY, a political subdivision of the State of Florida**, whose address 115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301, hereinafter called "**Grantee**." (Wherever used herein the terms "**Grantor**" and "**Grantee**" shall indicate both singular and plural, as the context requires).

WITNESSETH: That **Grantor**, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto **Grantee**, its successors and assigns forever, all that certain land situate in Broward County, Florida, described in **EXHIBIT A**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with **Grantee** that **Grantor** is lawfully seized of said property in fee simple that **Grantor** has good right and lawful authority to sell and convey said property, and **Grantor** hereby fully warrants the title to said property and will defend same against the lawful claims of all persons whomsoever.

WD from City to BC – Aitken parcel

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the date first above written.

Signed, sealed, and delivered
in the presence of

WITNESSES:

Robyn Thalendorf
Print Name: ROBYN THALENDORF

Regina Stenandore
Print Name: Regina Stenandore

CITY OF TAMARAC, a municipal
corporation of the State of Florida

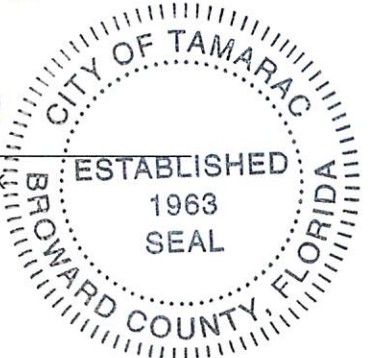
By: [Signature]
Printed Name: Michael C. Cernach
Title: City Manager

APPROVED AS TO LEGAL FORM

[Signature]
OFFICE OF THE CITY ATTORNEY
DATED: 10/15/19

Attested by:

[Signature]
Pat Teufel, City Clerk



ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of October, 2019, by Michael C. Cernach and _____, as City Mgr and City Clerk of the City of Tamarac, a municipal corporation of the State of Florida. He/she is personally known to me or has produced N/A as identification.

SIGNATURE NOTARY

Tina M. Wheatley

Tina M. Wheatley
PRINT NAME

NOTARY SEAL

REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

WD from City to BC – Aitken parcel

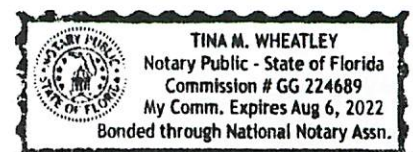


EXHIBIT A
Legal Description

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 290.01 feet; Thence South 89°44'56" West, a distance of 450.61 feet; Thence North 01°47'00" West, a distance of 290.01 feet; Thence North 89°44'56" East, a distance of 450.61 feet to the POINT OF BEGINNING.

Together with an easement for ingress/egress described as follows:

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet; Thence South 01°47'00" East, a distance of 290.01 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 250.18 feet; Thence South 89°44'56" West, a distance of 25.01 feet; Thence North 01°47'00" West, a distance of 250.18 feet; Thence North 89°44'56" East, a distance of 25.01 feet to the POINT OF BEGINNING Said lands lying in the Town of Davie, Broward County, Florida.

Together with a road easement, more particularly described as follows:

Commencing at the Northeast corner of the aforementioned Section 26, thence in a Southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the POINT OF BEGINNING; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91°12'23" as measured in a clockwise direction from the aforesaid course, a distance of 1615.36 feet to a point: thence in a Northerly direction with an interior angle of 91°12'23" a distance of 74.56 feet to a point; thence in an Easterly direction parallel to and 540.00 feet South of the North line of Section 26 a distance of 1615.00 feet, more or less, to the POINT OF BEGINNING.



CITY OF TAMARAC
CITY COMMISSION
NOTICE OF INTENT TO EXCHANGE AND LEASE REAL PROPERTY

The City of Tamarac, pursuant to City Code Section 2-316, hereby provides notice of its intent to exchange the City-owned Parcel A (Aitken property) located at 3801 South Flamingo Road, Davie, FL 33330 for the Broward County-owned Parcel B (West Lake Park property) located approximately at 1200 Sheridan Street, Hollywood, FL 33019. The description of said properties is provided below. The City of Tamarac further provides notice of its intent to enter into a ground lease agreement with Broward County for the West Lake Park property to be utilized by Broward County for the deployment of the public safety radio communications tower serving the regional emergency communications system.

PARCEL A (Aitken Property)

A portion of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 11, Township 51 South, Range 42 East, being more particularly described as follows:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11, thence North 88°06'10" East along the South line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence North 01°13'56" East, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence North 88°00'05" East along said line, for a distance of 74.95 feet to the Point of Beginning; thence North 23°54'58" East, a distance of 85.96 feet; thence South 66°06'36" East, a distance of 80.18 feet; thence South 24°00'05" West, a distance of 90.17 feet to the Westerly line of those lands described in Official Records Book 23507, Page 417; thence North 47°39'51" West along said line, for a distance of 55.42 feet, thence South 88°00'05" West, a distance of 30.53 feet to the Point of Beginning.

PARCEL B (West Lake Park Property)

That part of the Northwest one-quarter of Section 11, Township 51 South, Range 42 East, Broward County, Florida; being more particularly described as follows:

A 60-foot-wide parcel lying 30 feet each side of the following described centerline:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11; thence N88°06'10" E along the south line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence N01°13'56"E, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence N88°00'05"E along said line, for a distance of 74.95 feet; thence N23°54'58"E, a distance of 85.96 feet; thence

S66°06'36"E, a distance of 42.35 feet to the POINT OF BEGINNING of the herein described centerline; thence N68°47'20"E, a distance of 44.72 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 82°36'48", a distance of 36.05 feet to a point of tangency; thence N13°49'29"W, a distance of 181.95 feet; thence N26°02'01"W, a distance of 70.27 feet to the point of curvature of a curve with a radius of 29.72 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 54°19'28", a distance of 28.17 feet to a point of tangency; thence N28°17'27"E, a distance of 89.77 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the west; thence northeasterly along said curve to the left through a central angle of 59°50'45", a distance of 26.11 feet to a point of tangency; thence N31°33'18"W, a distance of 86.49 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 27°01'45", a distance of 11.79 feet to a point of tangency; thence N04°31'33"W, a distance of 112.82 feet; thence N04°20'57"W, a distance of 64.16 feet to the point of curvature of a curve with a radius of 123.61 feet, concave to the southeast; thence northerly along said curve to the right through a central angle of 97°27'45", a distance of 210.27 feet to a point of tangency; thence S86°53'12"E, a distance of 51.02 feet to the point of curvature of a curve with a radius of 157.58 feet, concave to the north; thence easterly along said curve to the left through a central angle of 34°11'12", a distance of 94.02 feet to a point of tangency; thence N58°55'36"E, a distance of 38.01 feet to the point of curvature of a curve with a radius of 108.05 feet, concave to the south; thence northeasterly along said curve to the right through a central angle of 24°10'52", a distance of 45.60 feet to a point of tangency; thence N83°06'28"E, a distance of 44.83 feet; thence N86°43'45"E, a distance of 60.06 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 81°28'37", a distance of 35.55 feet to a point of tangency; thence N05°15'08"E, a distance of 94.71 feet; thence N05°49'12"E, a distance of 119.50 feet to the point of curvature of a curve with a radius of 194.56 feet, concave to the west; thence northerly along said curve to the left through a central angle of 20°40'29", a distance of 70.21 feet to a point of tangency; thence N14°51'17"W, a distance of 49.81 feet to the point of curvature of a curve with a radius of 148.86 feet, concave to the east; thence northerly along said curve to the right through a central angle of 65°48'56", a distance of 171.00 feet to a point of tangency; thence N50°57'38"E, a distance of 27.70 feet to the point of curvature of a curve with a radius of 126.58 feet, concave to the northwest; thence northeasterly along said curve to the left through a central angle of 49°07'08", a distance of 108.51 feet to a point of tangency; thence N01°50'31"E, a distance of 111.53 feet to the south right of way line of Sheridan Street and the Point of Terminus of said centerline.

The side lines of the above described parcel are prolonged or shortened as necessary in order to form a 60 foot wide strip bounded on the South by the north line of a communication tower parcel (with a bearing of S 66°06'36" E) and on the North by the south right of way line of Sheridan Street (with a bearing of S 87°51'11" W).

The terms and conditions of the exchange and ground lease are as provided in the proposed Interlocal Agreement and the Ground Lease Agreement to be entered into between the City of Tamarac and Broward County. The City Commission is scheduled to consider the approval

of said Agreements at the City Commission meeting scheduled for June 23, 2021 at 7:00 pm, to be held at the City Commission Chambers, 7525 NW 88th Avenue, Tamarac, FL 33321.

A copy of the proposed Interlocal Agreement and the Ground Lease Agreement is available for review in the City Clerk's Office, 7525 NW 88th Avenue, Tamarac, FL 33321.

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, they will 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 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771

JENNIFER JOHNSON, CMC
City Clerk



Title - TO2453 - Public Art Ordinance Amendment

An Ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 5 of the City's Code of Ordinances, entitled "Buildings and Building Regulations" by specifically amending Article XI, entitled "Public Art Program", Section 5-301 entitled "Definitions" to provide for a definition for construction value; providing clarification for the assessment and collection of a one (1) percent public art fee for land development projects subject to the requirements of the city's public art program; amending Section 5-302 entitled "Public Art Fee", to establish additional provisions by which the required one (1) percent public art fee may be provided for in lieu of payment to the city's public art fund; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

Citywide

ATTACHMENTS:

Description	Upload Date	Type
1 - TO2453 - Public Art Memo	5/19/2021	Cover Memo
2 - TO2453 - Public Art Ordinance Amendment	5/19/2021	Ordinance

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21 03 005M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Michael C. Cernech,
City Manager

FROM: Maxine A. Calloway
Community Development Director

DATE: March 30, 2021

RE: An Amendment to the City's Public Art Program Ordinance.
Temp. Ordinance No. 2453

RECOMMENDATION:

The Director of Community Development recommends that the Mayor and City Commission adopt the proposed Ordinance to amend Section 5-301 entitled "Public Art Program" and Section 5-302, entitled "Public Art Fee" to provide for definitions, clarification and provisions for the assessment and collection of a one (1) percent Public Art Fee for land development projects subject to the requirements of the City's Public Art Program and to establish additional provisions by which the required one (1) percent public art fee may be provided for in lieu of payment to the city's public art fund as outlined in the City of Tamarac Code of Ordinances on First Reading at its May 26, 2021 meeting and on Second Reading at its June 9, 2021 meeting.

ISSUE:

Commission approval is necessary to revise the Public Art Ordinance to allow for additional options to provide all mediums of art forms citywide including on private property.

BACKGROUND:

The City's Public Art Program was established in 2004 and since the adoption of the original Ordinance, it has proven to be a tremendous success. It is responsible for the placement of numerous pieces of art throughout the City and continues to be a great asset to the community as a whole. However, the program's fee structure has not been reevaluated or updated since its inception. Although the program continues to thrive, it requires reevaluation from time to time similar to other provisions of the Code to ensure it is administered in alignment with not only best practices but the City's strategic goals and objectives as well.

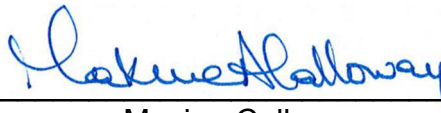
Further, the provision of Public Art as a city-wide amenity has continued to evolve based on developing trends as observed in numerous municipal settings. The opportunity to creatively finance and provide access to public art in various mediums has become the result of established public-private partnerships and enhances the overall aesthetic appearance of the community. Given these circumstances, it is in the best interest of the City to amend the provisions of its Public Art Ordinance by providing options that will maximize developer participation. To that end, the proposed Ordinance is attached hereto as reference.

FISCAL IMPACT:

The Public Art Program is funded by and through a public art fee generated from the construction value of improvements to real property in the City. As such, funds are generated on a continuous basis, and will be available in the Public Art Program to cover all costs associated with the administration of the program.

The proposed Ordinance would also allow the developer to provide artwork on the development site or integrated into the building in lieu of payment of the required public art fee equal to or greater than a minimum of one (1) percent of the construction value of improvements to real property. The oversight of the program will be conducted by the City's existing Public Art Committee and designated Staff. As such, resources are already in place and available for administration of the program.

This item supports the City's Strategic Plan, Goal #4 providing for "Tamarac is Vibrant" by amending the City's Public Art Ordinance to allow for maximum developer participation and ensure the ongoing installation and display of art pieces throughout the City, the overall visual aesthetic of Tamarac's built environment will be significantly improved.



Maxine Calloway,
Community Development Director

MAC/aj

Attachment: Temporary Ordinance No. 2453/ Draft Ordinance

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2021 - _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AMENDING CHAPTER 5 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "BUILDINGS AND BUILDING REGULATIONS" BY SPECIFICALLY AMENDING ARTICLE XI, ENTITLED "PUBLIC ART PROGRAM", SECTION 5-301 ENTITLED "DEFINITIONS" TO PROVIDE FOR A DEFINITION FOR CONSTRUCTION VALUE; PROVIDING CLARIFICATION FOR THE ASSESSMENT AND COLLECTION OF A ONE (1) PERCENT PUBLIC ART FEE FOR LAND DEVELOPMENT PROJECTS SUBJECT TO THE REQUIREMENTS OF THE CITY'S PUBLIC ART PROGRAM; AMENDING SECTION 5-302 ENTITLED "PUBLIC ART FEE", TO ESTABLISH ADDITIONAL PROVISIONS BY WHICH THE REQUIRED ONE (1) PERCENT PUBLIC ART FEE MAY BE PROVIDED FOR IN LIEU OF PAYMENT TO THE CITY'S PUBLIC ART FUND; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac (the "City") seeks to amend its Public Art Program regulations in order to provide clarification for the assessment and collection of a public art fee equal to one (1) percent of the total construction value for land development projects subject to the requirements of the City's Public Art Program; and

WHEREAS, the City seeks to establish additional provisions by which the required one (1) percent public art fee may be provided for in lieu of payment to the city's public art fund; and

WHEREAS, the City recognizes that various opportunities for the provision of public art are presented through public and private partnerships; and

WHEREAS, the City desires to continue its promotion of cultural enrichment and aesthetic place making through the installation of public art; and

WHEREAS, after thorough evaluation, the City has determined that a need exists for greater flexibility in the administration and implementation of the City's Public Art Program; and

WHEREAS, the Director of Community Development recommends approval of this ordinance amendment; and

WHEREAS, the City Commission of the City of Tamarac has deemed the amendments to the City's Code of Ordinances as it specifically pertains to the City's Public Art Program to be in the best interests of the health, safety, and welfare of the citizens and residents of the City of Tamarac.

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

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That Chapter 5, Article XI, entitled "Public Art Program", of the City of Tamarac Code of Ordinances is hereby amended to read as follows:

ARTICLE XI. - PUBLIC ART PROGRAM

Sec. 5-300. - Short title; intent.

- (a) This article shall be known and cited as the "public art program."
- (b) It is the intent and purpose of this article to further the commitment of the city to providing public art to beautify the appearance of the city, commemorate the city's history, and to enhance cultural opportunities throughout the city.

(Ord. No. 2004-15, § 2, 5-26-04)

Sec. 5-301. - Definitions.

- (a) *Definitions.* For the purposes of this section, the following words and phrases shall have the following meanings:

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

Alteration means any change or modification in construction or occupancy.

Art, artwork or, works of art means tangible creations by artists exhibiting the highest quality of skill and aesthetic principles and includes all forms of the visual and performing arts conceived in any medium, material, or combination thereof, including, but not limited to, paintings, sculptures, engravings, carvings, frescos, stained glass, mosaics, ceramics mobiles, tapestries, murals, photographs, video projections, digital images, bas-relief, high relief, fountains, kinetics, collages, drawings, monuments erected to commemorate a person or an event, functional furnishings, such as artist designed seating and pavers, architectural elements designed by an artist, and artist designed landforms or landscape elements, performing arts such as dance, music, theatre, opera, mime, film and other art forms in which a human performance is the principle product. The following shall not be considered artwork or works of art for purposes of this chapter:

- (1) Reproductions or unlimited copies of original artwork.
- (2) Art objects which are mass produced.
- (3) Works that are decorative, ornamental, or functional elements of the architecture or landscape design, except when commissioned from an artist as an integral aspect of a structure or site.

Artist or professional artist means a practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent and ability. Indications of a person's status as a professional artist include, but are not limited to, income realized through the sole commission of artwork, frequent or consistent art exhibitions, placement of artwork in public institutions or museums, receipt of honors and awards, and training in the arts.

Building means any structure that encloses space and is used or built for the shelter or enclosure of persons, businesses, chattel or property.

Construction value means the total value of the construction or reconstruction of any structure or appurtenance thereto for which a building permit is required and subject to the assessment of building permit fees.

Developer means any person, including a governmental agency, undertaking development.

Development means any construction, redevelopment, alteration or repair of any private or public building within the limits of the city.

Public art committee means the entity appointed by the city commission to administer the public art program.

Public art fund means a separate, interest bearing account set up by the city to receive monies for the public art program.

Public art master plan means a plan that includes public art needs and priority assessment, recommendations on types of public art and potential locations in the city, and implementation strategies for acquisition and maintenance. The plan is developed with input from stakeholders, and adopted by the commission.

Repair or maintenance means the reconstruction or renewal of any part of an existing building for the purpose of maintenance.

(Ord. No. 2004-15, § 2, 5-26-04)

Sec. 5-302. - Public art fee.

~~(a) A public art fee will be assessed equal to one (1) percent of construction value of improvements to real property in the city as provided for in section 5-304.~~

~~(b) The public art fee shall be collected by the building and code compliance department at the time of permit issuance.~~

(a) Developers subject to the provisions of this chapter shall comply with public art program contribution requirements as follows:

(1) The developer shall remit unto the city at time of building permit issuance, payment equal to one (1) percent of the construction value of improvements to real property as provided for in section 5-304; or

(2) The developer may provide artwork on the development site or integrated into the building in lieu of payment of the required public art fee equal to or greater than a minimum of one (1) percent of the construction value of improvements to real property as provided for in section 5-304.

a. The developer shall provide documentation to the city that the art fee has been deposited into an escrow account for said purpose prior to the issuance of a building permit.

b. Prior to site plan approval, the artwork must be approved by the public art committee and conform to adopted public art guidelines. The guidelines include a requirement that the artwork be accessible and readily visible to the public based on location of artwork and normal traffic of vehicles/pedestrians in the proposed location.

c. A minimum of seventy-five (75) percent of the total value of the art requirement shall be placed in areas that are clearly visible from the public sidewalk, public right of way or public space.

d. The developer shall be given up to six (6) months after issuance of the building permit to obtain approval of the proposed artwork from the public art committee and the City Commission, unless the committee grants an extension for good cause as determined in their sole discretion. If no such approval is obtained within the time period, the city shall require transfer of aforementioned funds to the public art fund.

- e. The developer shall be given up to six (6) months after the issuance of a certificate of occupancy to install artwork, as approved by the public art committee and the City Commission, in accordance with adopted public art program guidelines unless the committee grants an extension for good cause as determined in their sole discretion. If no installation occurs within the time period, said funds shall be transferred to the public art fund.
- f. The developer shall retain ownership of the artwork on the subject property equal to or in excess of the value outlined in this Chapter and submit a maintenance agreement for the artwork to be installed on the property to City's Public Art Committee. The maintenance agreement shall be subject to the Public Art Committee's approval and must include a schedule for continuance maintenance of the artwork for the life of the artwork.

(Ord. No. 2004-15, § 2, 5-26-04)

Sec. 5-303. - Public art fund.

- (a) There is hereby created a public art fund administered by the public art committee which shall consist of all contributions received from art fees for development, redevelopment, renovation and repair, from public, residential and private development, cash grants and donations to the city for public art projects from governmental or private resources, and all other funds allocated by the city through the budgetary process for the provision of public art.
- (b) The public art fund shall be used solely for expenses associated with the selection, commissioning, acquisition, transportation, maintenance, promotion, administration, removal and insurance of the works of art or in relation thereto. Expenditures will be authorized by the city manager or designee.

(Ord. No. 2004-15, § 2, 5-26-04)

Sec. 5-304. - Projects subject to requirements of the public art program.

- (a) The requirements of this article shall apply to the following activities:
 - (1) All nonresidential construction, alteration or repair for which a building permit is required.
 - (2) All new residential construction and/or redevelopment for which a building permit is required.
 - (3) All new public construction for which a building permit is required.
- (b) Exceptions. The requirements of this chapter shall not apply to the following activities:
 - (1) Public works and utilities non-facility infrastructure projects.

- (2) Remodeling, repair or reconstruction of structures which have been damaged by fire, flood, wind, earthquake or other calamity.
- (3) Affordable housing construction, remodel, repair or reconstruction projects, as defined by federal, state or local programs.

(Ord. No. 2004-15, § 2, 5-26-04)

Sec. 5-305. - Public art committee.

(a) There is hereby established a committee to be known as the "public art committee."

(1) *Public art committee mission.* The mission of the public art committee is to expand cultural opportunities for residents and visitors and to enhance the appearance of the city through the selection and integration of artwork in a public environment.

(2) *Committee membership.*

- a. The public art committee consists of five (5) members, who live or conduct business in the city, with a strong commitment to the objectives of the public art program, who shall be appointed by the city commission. Membership of the public art committee may include:
 1. Two (2) individuals chosen from the following disciplines: landscape architecture, urban planning, engineering, or a related design discipline;
 2. One (1) professional artist;
 3. One (1) private citizen, knowledgeable in the field of public art, education, or community affairs; and
 4. One (1) private citizen from the development community.
- b. The city manager designates a city staff member to act as the city's liaison with the board. The liaison will be responsible for budget development and monitoring.
- c. The committee shall elect a chairperson and vice-chairperson each year.

(3) *Membership terms.*

- a. The membership terms shall be staggered to run concurrently with the election of commissioners from odd numbered districts, and commissioners from even numbered districts, and the mayor, and shall expire upon the term expiration or the vacation of office of the nominating member of the city commission in accordance with section 2-59 of the City of Tamarac Code or until such time as new appointments are made.
- b. The staff liaison member's term is not limited.
- c. Reserved.
- d. The appointment of members shall be in accordance with subsection 2-58(g) of the City of Tamarac Code of Ordinances.

- e. Consecutive reappointments are permissible.
- (4) *Vacancies.* Vacancies shall be handled in accordance with section 2-59 of the City's Code of Ordinances.
- (5) *Meetings and attendance.*
 - a. The public art committee shall meet at least once per quarter or on an as needed basis.
 - b. Other meetings will be held as necessary to carry out the duties and responsibilities of the committee.
 - c. A committee member is required to attend a majority of meetings scheduled within each twelve-month time period of his or her appointed term. Failure of a committee member to regularly attend meetings could result in removal from the position at the discretion of the city commission.
 - d. Public art committee meetings will be open to the public and conducted pursuant to Robert's Rules of Order, Newly Revised, and all applicable state and local laws.
- (6) *Quorum.* A quorum shall be a majority of committee members, which is a minimum of three (3) members present.
- (7) *Voting.*
 - a. In all matters coming before the committee, the affirmative vote of a majority of those present and voting is the action of the committee, provided a quorum is present.
 - b. In the event that any members have personal interests in matters of acquisition or commissioning of artwork before the committee that constitutes a conflict of interest, those members shall excuse themselves from voting.
- (8) *Conflict of interest.* If any member of the public art committee shall find that his private or personal interests are involved in the matter coming before the committee, he shall disqualify himself from all participation in that matter. No member of the public art committee shall have his or her work of art considered or approved by the public art committee during their term of service on the committee or for one (1) year thereafter.
- (9) *Expenses.* Members shall serve without compensation.
- (b) The public art committee shall have the following powers and duties:
 - (1) Recommendations to the commission on revisions to the public art guidelines.
 - (2) Recommendations to the commission on revisions to the public art master plan, to be adopted by resolution by the city commission.
 - (3) Recommendations to the commission on art and artist selection.
 - (4) The public art committee is responsible for submitting an annual report to the city commission on or before May 1 of each year. The report will describe the committee's accomplishments over the past year, give the status of current

projects, provide information on any future plans, and include an inventory of public art in the city.

(Ord. No. 2004-15, § 2, 5-26-04; Ord. No. 2010-17, § 4, 9-7-10; Ord. No. 2014-19, § 2, 12-10-14)

Sec. 5-306. - Artist and art selection criteria.

- (a) Artist will be selected in accordance with city procurement policy. The following criteria, at minimum, shall be considered by the public art committee in the selection of an artist:
 - (1) Ability of the artist to complete the project within a specified schedule and budget;
 - (2) Exhibition and sales history of the artist, as well as works of art in public collections and previous public art purchases or commissions; and
 - (3) All other criteria set forth in the public art program guidelines, as amended from time to time.
- (b) The following criteria, at minimum, shall be considered by the public art committee in the selection of artwork:
 - (1) Appropriateness of the artwork to the site and site environmental conditions;
 - (2) Maximum visual accessibility to pedestrian or vehicular traffic, as set forth in the public art program guidelines;
 - (3) Quality of the artwork;
 - (4) Maintenance requirements;
 - (5) Whether the artwork too closely resembles a business logo or sign and should, therefore, be rejected; and
 - (6) Any other criteria set forth in the public art program guidelines, as amended from time to time.

(Ord. No. 2004-15, § 2, 5-26-04)

Sec. 5-307. - Ownership of artwork.

Unless otherwise expressly agreed to in writing by the city, ownership of all art acquired through expending funds in the public art fund shall be vested in the city, which shall obtain title to each work of art.

Artist shall be required to enter into an agreement with the city which includes, but is not limited to, the waiver of artists rights as set out in the Visual Artists Rights Act, 17 U.S.C. §§ 106A and 113(d) ("VARA"), as amended, and any other rights arising under any international, federal, state or local law.

(Ord. No. 2004-15, § 2, 5-26-04)

Sec. 5-308. - Public art program guidelines.

The public art committee shall prepare, and from time to time revise, public art program guidelines and make the same available to the public, which shall provide guidance for program organization, organizational governance and staffing responsibilities; procedures for project planning; artist selection; art selection criteria; art placement criteria, donations; loans and memorials, collection management; and, administration of the public art fund.

(Ord. No. 2004-15, § 2, 5-26-04)

Secs. 5-309—5-399. - Reserved.

SECTION 3. Codification. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

SECTION 4. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any section, provision, paragraph, sentence, clause or word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective upon adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

PASSED, FIRST READING this _____ day of _____, 2021.

PASSED, SECOND READING this _____ day of _____, 2021.

ATTEST:

BY: _____
MAYOR MICHELLE J GOMEZ

JENNIFER JOHNSON , CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR GOMEZ	_____
DIST 1: COMM. BOLTON	_____
DIST 2: COMM. GELIN	_____
DIST 3: VM. VILLALOBOS	_____
DIST 4: COMM. PLACKO	_____

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR GOMEZ	_____
DIST 1: BOLTON	_____
DIST 2: COMM. GELIN	_____
DIST 3: VM. VILLALOBOS	_____
DIST 4: COMM. PLACKO	_____

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM:

JOHN R. HERIN, JR.,
CITY ATTORNEY



Title - TBO46 - Jenny Spa - Special Exception 6/2021

Jianhua Deng, owner of Jenny Spa, Inc. and the Designated Agent of the Property Owner, M.J. Florida Investments, LLC, is requesting approval of a Special Exception to allow for the use of a massage establishment at the subject property, legally described as Parcel B, 81-22B on the Plat of Maccaris Office Plaza, located at 4620 W Commercial Blvd, Suites 10 and 11, Tamarac, Florida.

Commission District(s):

District 1

ATTACHMENTS:

Description	Upload Date	Type
1 - Jenny Spa SE Memo CC	6/7/2021	Cover Memo
2 - TBO 46 Final Board Order	6/7/2021	Board Orders
3 - Justifitcation Letter	6/7/2021	Backup Material
4- Review Standards	6/7/2021	Backup Material
5 - Jenny Spa - Site Location Map	6/7/2021	Backup Material
6 - Floor Plan	6/7/2021	Backup Material
7 - Survey	6/7/2021	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21-06-007
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Michael C. Cernech
City Manager

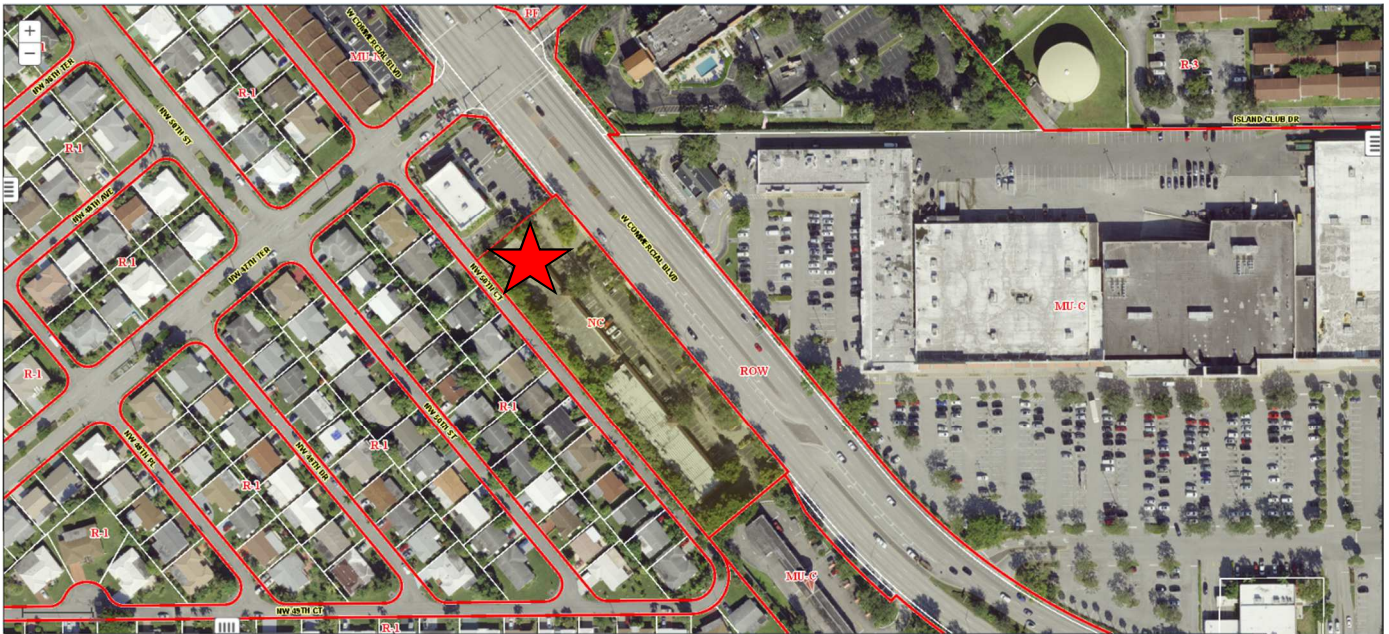
FROM: Maxine A. Calloway,
Director of Community Development

DATE: June 9, 2021

RE: Jenny Spa, Inc. – Special Exception
TEMP BOARD ORDER NO. 46; CASE#: 1-Z-21; MF#: 56-77

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed Special Exception to allow for the use of a massage establishment in the NC (Neighborhood Commercial) Zoning District with conditions of approval to the City Commission at its June 23, 2021 meeting (see attached Board Order for Special Exception-Temp Board Order No. 46).

ISSUE: Jianhua Deng, owner of Jenny Spa, Inc. and designated agent for the property owner, M.J. Florida Investments, LLC, is requesting the approval of a Special Exception to allow for the use of a massage establishment in the NC (Neighborhood Commercial) Zoning District pursuant to the Table of Allowed Uses, Section 10-3.2, Code of Ordinances (see attached Justification Letter).



Aerial Photograph

LOCATION: The subject property is located on the south side of NW 50th Street/W Commercial Boulevard, east of NW 47th Terrace, at 4620 West Commercial Boulevard, Suites 10 and 11, in the Mission Bell Office Plaza (see Aerial Photograph above and attached Location Map). The subject property is 1.8 net acres in size, has a current City of Tamarac Future Land Use designation of “Commercial” and a zoning classification of NC (Neighborhood Commercial).

Surrounding Land Use and Zoning:

North:	Commercial Blvd, then MU-C (Mixed-Use Corridor) – Sunshine Plaza
East:	MU-C (Mixed Use Corridor) – Robo Car Wash
West:	MU-N (Mixed-Use Neighborhood) – Commercial Villas
South:	R-1 (Single-Family Residential) – Mainlands, Single Family Homes

BACKGROUND: The subject property known as Mission Bell Office Plaza was constructed in 1981 and generally designed as a commercial retail structure. Located at 4620 W. Commercial Boulevard, the plaza was zoned B-1 (Neighborhood Business District) under the City's previous Land Development Code. The prior tenant, Far East Massage, occupied approximately one thousand five hundred (1500) square feet of building space in Suites 10 and 11 within the plaza and operated a massage establishment for over nine (9) years before terminating their lease in 2020. Per the land development regulations in place at the time of their initial application, massage establishments were considered a permitted use by right in the B-1 (Neighborhood Business District) zoning district and not subject to Special Exception approval.

The current applicant, Jenny Spa, Inc., desires to operate a massage establishment in the aforementioned location however, with the previous tenant vacated, there was no opportunity to transfer the Special Exception approval and business license. Pursuant to the City-wide rezoning and revised Land Development Code adoption by the City Commission on July 11, 2018, the property was rezoned to the NC (Neighborhood Commercial) and massage establishments were classified as Special Exception uses in the zoning district. Absent of a license transfer, the applicant's request to operate a massage establishment in the proposed location is subject to the current Land Development Code regulations and as such, Special Exception approval by the City Commission.

ANALYSIS: The applicant is requesting approval of a Special Exception to allow for the operation of a massage establishment in the NC (Neighborhood Commercial) zoning district. Per Section 10-3.2, Table of Allowed Uses, in the City's Land Development Code, massage establishments are a permitted use subject to Special Exception approval by the City Commission. The applicant proposes to operate the business in suites 10 and 11 of the existing Mission Bell Office Plaza similar to the previous tenant and will not make any modifications to the existing site or structure.

Additionally, the massage establishment shall operate in compliance with the use standards outlined in Section 10-3.3(D)(9) of the City's Code and adhere to CDC guidelines for administering personal services. Further, the applicant has been informed of the City's requirements outlined in Section 10-4.10 of the Land Development Code and shall comply with the provisions relative to human trafficking awareness signage. The applicant proposes to operate the massage establishment Monday to Sunday, from 10:00 a.m. to 9:00 p.m. in compliance with the city's current use standards and will employ a total of three (3) people. The staff will consist of two (2) massage therapists and one (1) business administrator. The facility will contain four (4) massage therapy rooms, a lobby, restroom, and storage area. The applicant plans to provide enhanced security measures within and around the facility via the strategic placement of five (5) surveillance cameras to ensure the safety of the patrons and employees within the business and will adhere to appropriate sanitation measures according to the State's health guidelines.

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 proposed use is consistent with the Comprehensive Plan. Specifically, the proposed use meets the following Objective of the Future Land Use Element of the Comprehensive Plan:

The applicant's proposal is consistent with Objective 1, of the Future Land Use Element, of the City's Comprehensive Plan by maintaining the orderly growth and development of businesses within the "Commercial" designated corridor. Jenny Spa will be a new massage establishment in the City of Tamarac occupying suites in an existing commercial plaza. Approval of the Special Exception will allow for the operation of the massage establishment and contribute to the orderly growth of new business within the community.

(b) The proposed development will comply with applicable zoning district, use, and development standards of this Code;

The applicant desires to operate a massage establishment in the NC (Neighborhood Commercial) zoning district. Per the City's Land Development Code, massage establishments are permitted in the NC (Neighborhood Commercial) zoning district subject to Special Exception approval by the City Commission. The applicant has submitted the appropriate applications and the proposed development complies with the applicable zoning district, use 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 desires to operate a massage establishment within an existing commercial plaza. Additionally, the applicant does not propose to make any modifications to the existing structure or site. All business operations will be conducted within the premises and no external activity will occur on the site. As a result, the proposed development will be compatible with the existing natural environment and the surrounding community character.

(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 NC (Neighborhood Commercial) zoning district is intended to provide primarily small-scale retail and personal service and low-intensity office and institutional uses to meet the neighborhood shopping and service needs of surrounding residential areas. The

applicant is proposing to operate a massage establishment as a service to patrons of the business. The applicant has been informed of the use standards and signage provisions outlined in the City's Code and has agreed to adhere the required regulations. The applicant has also agreed to maintain the appropriate city, state, and appropriate local licenses for the business and adhere to ongoing CDC guidelines relative to the Covid-19 pandemic. As such the proposed 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;*

As previously mentioned, the applicant desires to operate a massage establishment within two (2) suites of an existing commercial plaza. Additionally, the applicant does not propose any external structural modifications to the site. The entirety of business operation will occur indoors and will not create any light, dust, noise or potential nuisance external to the property. As such, the use is consistent with the zoning provisions within the City's Code and does not pose a significant impact to the surrounding area thereby minimizing any adverse effects on the adjacent properties.

- (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 applicant will be utilizing two (2) suites within an existing commercial plaza. Staff has conducted the necessary parking analysis and ensured that there is adequate parking on site per the city's Land Development Code. The proposed use does not impact the existing vehicular traffic circulation pattern and does not require any roadway modifications. As such, the use will have minimal impact on the existing transportation network and possesses adequate provisions for safe and convenient vehicular and pedestrian traffic movement to, from, and through the site that minimizes traffic congestion in the public streets.

- (g) The site area is sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use;*

The applicant will occupy two (2) existing suites within the commercial plaza. The floor plan provided to Staff for the use does not indicate any structural expansion to the site. Further, the applicant has not expressed a desire to expand the function of the use at this time. As such, there are no anticipated plans of expansion to use and the site is sufficient and appropriate relative to the proposed operation of the facility.

- (h) The Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remains active;*

The applicant is aware that the approval of Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remain active. As such, the applicant shall submit the appropriate applications to obtain a new Business Tax Receipt and Certificate of Occupancy for suites 10 and 11 upon approval of the Special Exception Application.

(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.

The applicant has acknowledged that in case the business is sold, the special exception can only be transferable pursuant to compliance with city codes and submitting proper documentation as well as all payment of fees.

(j) Any pre-existing code violations shall be satisfied before a certificate of occupancy is issued for the proposed use.

The applicant has agreed that any pre-existing violations will be addressed prior to the business receiving a Certificate of Occupancy.

CONCLUSION: This item supports Goal #3 of the City's Strategic Plan which states, "The City of Tamarac is Economically Resilient." The applicant proposes to occupy an otherwise vacant commercial space to operate a new massage establishment. Thereby, creating an opportunity to welcome new business to the City and further its economic development initiatives. As such, the Director of Community Development recommends that the Mayor and City Commission approve the proposed Special Exception to allow for the use of a massage establishment in the NC (Neighborhood Commercial) Zoning District at its June 23, 2021 meeting with the following conditions of approval:

1. The applicant shall agree to comply with Section 10-3.3(D)(9) of the City's Land Development Code use standards for massage establishments which includes the Quarterly Requirement to Supply Updated Information, Display of Certificate, Terms for Revocation of Licenses, Grounds for Revocation, Prohibited Activities and Penalties.
2. The applicant shall agree to comply with Section 10-4.10(D)(3)(m) of the City's Land Development Code by maintaining the required human trafficking awareness signage visible and on premise at all times.
3. The applicant shall continue to comply with local, state and federal laws including CDC guidelines regarding the safe operation of massage establishments including maintaining all professional licenses in good standing.

FISCAL IMPACT: There will be no direct budgetary impact. This application is funded by an application/processing fee.

INTERVENING ACTION: At its June 2, 2021 meeting, the Planning Board voted 5-0 to forward a favorable recommendation for the proposed Special Exception to allow for the use of a massage establishment in the NC (Neighborhood Commercial) Zoning District to the City Commission at its June 23, 2021, meeting with the conditions of approval recommended by staff.



Maxine A. Calloway,
Director of Community Development

Attachments: Board Order for Special Exception – Temp Board Order No. 46
 Justification Letter
 Review Standards
 Location Map
 Floor Plan
 Survey

MAC/RJ3/CTW

Return to:
 City Attorney
 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 COMMISISON
 CITY OF TAMARAC, FLORIDA
 BO - 2021 - _____

HEARING DATE: June 23, 2021
CASE NO. 1-Z-21

IN RE: The Application of: Jenny Spa, Inc.
 Location: 4620 W Commercial Blvd, Suites 10 and 11
 Tamarac, Florida

Property Identification Number: 494113160010

Property Legal Description: MACCARIS OFFICE PLAZA 81-22 B PARCEL B

ORDER APPROVING SPECIAL EXCEPTION

Order granting Special Exception approval (with conditions) for Jenny Spa, Inc., to allow for the operation of a massage establishment in the NC (Neighborhood Commercial) zoning district pursuant to the Tamarac Code of Ordinances.

Jianhua Deng, owner of Jenny Spa, Inc. and the Designated Agent of the Property Owner, M.J. Florida Investments, LLC, is requesting approval of a Special Exception to allow for the use of a massage establishment at the subject property, legally described as Parcel B, 81-22B on the Plat of Maccaris Office Plaza, located at 4620 W Commercial Blvd, Suites 10 and 11, Tamarac, Florida.

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 located at 4620 W Commercial Blvd, Suites 10 and 11, Tamarac, Florida (the “Property”) is located in the NC (Neighborhood Commercial) 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 2, 2021**, and recommend to the City Commission, **APPROVAL OF THE APPLICATION WITH CONDITIONS**.

Pursuant to Sections 2-369, 2-370, 10-5.3(G) and 10-5.3(H) of the City of Tamarac Code of Ordinances, and following the consideration of all testimony and evidence presented at the City Commission hearing on **June 23, 2021**, the City Commission finds as follows:

1. That the proposed development will be consistent with the Comprehensive Plan.
2. That the proposed development will comply with applicable district, use, and development standards in the City of Tamarac Code of Ordinances.
3. That the proposed development will be compatible with the existing natural environment and community character of the properties within the immediate neighborhood;
4. That the proposed development will be desirable for public convenience, and not injurious or otherwise detrimental to the public health, safety, comfort, and welfare;
5. That the proposed development will minimize adverse effects, including noise, light, dust, or other potential nuisances, on adjacent properties to the greatest extent practicable;
6. That 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;
7. That the site area is sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use;
8. That the Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remains active;
9. That the Special Exception is transferable administratively pursuant to compliance with City Codes, submitting documentation and payment of fees only after the previous condition has been met; and

10. Any pre-existing code violations shall be satisfied 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 10-5.4 (G) of the City of Tamarac Code of Ordinances, the Applicant's request for Special Exception Approval to allow for the operation of a massage establishment in the NC (Neighborhood Commercial) Zoning District located at 4620 W Commercial Blvd, Suites 10 and 11 is hereby **APPROVED** subject to the following conditions:

1. The applicant shall agree to comply with Section 10-3.3(D)(9) of the City's Land Development Code use standards for massage establishments which includes the Quarterly Requirement to Supply Updated Information, Display of Certificate, Terms for Revocation of Licenses, Grounds for Revocation, Prohibited Activities and Penalties.
2. The applicant shall agree to comply with Section 10-4.10(D)(3)(m) of the City's Land Development Code by maintaining the required human trafficking awareness signage visible and on premise at all times.
3. The applicant shall continue to comply with local, state and federal laws including CDC guidelines regarding the safe operation of massage establishments including maintaining all professional licenses in good standing.

[INTENTIONALLY LEFT BLANK]

This document shall be recorded in the public records of Broward County, Florida.

DONE and ORDERED this _____ day of _____, 2021, in Tamarac, Florida.

CITY COMMISSION
CITY OF TAMARAC, FLORIDA

By: _____
MICHELLE J. GOMEZ, MAYOR

ATTEST:

Jennifer Johnson, 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 Tamarac City Commission Mayor, _____, to me personally known, who acknowledged that she is the Mayor of the City of Tamarac ("Commission") 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 Commission.

Sworn to and subscribed before me this _____ day of _____, 2021.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

Justification Letter

Section 10-3.3(D)(9)(a-f) Massage Establishment

a. Massage Therapy Services Certificate

We have received our approval for the massage therapy license on “DATE”. The massage therapy license application and fee were submitted on December 17, 2020 and fingerprint of owner was done on December 18, 2020. We are expecting the FL Health Department inspection soon. After we pass the inspection, we should receive license in one week. Then, we will apply for business tax receipt from Tamarac city and Broward county. Then, we will prepare all supplies and be ready to start our business. We will post all licenses in the business premise accordingly.

b. Prohibited Activities

- I. Our massage establishment agree to have all required licenses and certificates that are necessary to operate the business.
- II. Our massage establishment agree to the terms of not engaging in any sexual activity, as specifically defined in this section.
- III. Our massage establishment agrees that it is unlawful for the owner, supervisors and employees knowingly to cause, allow, or permit engaging in sexual activity. We promote all efforts to making sure that we operate our business in good standing with what the city’s code requires.
- IV. Our massage establishment agrees to the terms that no massage services shall be offered or performed between the hours 9:00 p.m. and 7:00 a.m. This code falls in line with our current hours of operation, which we plan on opening Monday to Sunday from 10:00 a.m. to 9:00 p.m.
- V. Our massage establishment agrees to the code that Tinted Windows are not allowed.

c. Penalties

We agree and will follow the terms of subsection c (penalties), which lays out a structured list of penalties that would involve the City of Tamarac and Law Enforcement.

d. Posting Notice of Prohibited Acts Statement

We agree to print out and post the 3 paragraph *Prohibited Acts Statement* in each massage room according to Section 10-3.3(D)(9)(d) of the City of Tamarac’s Land Development Code.

e. “Disqualifying Conduct” Defined

Our massage establishment owner (Jianhua Deng) and massage therapists have not conducted in any of the eighteen (18) disqualifying conducts that are defined in Section 10-3.3(D)(9)(e) in the previous five (5) years.

f. “In Good Standing” Defined

The applicant, Jianhua Deng, is currently considered to be in “good standing” and plans to operate the business in “good standing” per the definition described in Section 10-3.3(D)(9)(f).

Review Standards for Special Exception

Description

The applicant, Jenny Spa, Inc. is a tenant of property located at 4620 W. Commercial Blvd also described as tax folio number 494113160010 (the "Property") in the City of Tamarac (the "City") in the NC zoning district. The applicant presently operates

(a) The proposed development will be consistent with the Comprehensive Plan;

The proposed use is consistent with the Comprehensive Plan. Specifically, the proposed use meets the following Objective of the Future Land Use Element of the Comprehensive Plan:

The applicant's proposal is consistent with Objective 1, of the Future Land Use Element, of the City's Comprehensive Plan by maintaining the orderly growth and development of businesses within the "Commercial" designated corridor. Jenny Spa, Inc. is a new massage establishment in the City of Tamarac facing an undue hardship due to ongoing COVID-19 pandemic. The approval of the Special Exception will allow for the operation of the massage establishment and would bring a new business to the continuing growth of the city and its communities.

(b) The proposed development will comply with applicable zoning district, use, and development standards of this Code;

As previously mentioned, Jenny Spa, Inc. will be operating as a new massage establishment with the approval of a Special Exception granted by the City of Tamarac's Planning Board. The subject property is located in the NC (Neighborhood Commercial) zoning district and desires to use their two (2) suites to perform massage therapy to patrons while adhering to social distancing guidelines given the current COVID-19 pandemic. Per the City's Land Development Code, massage establishments are permitted in the NC (Neighborhood Commercial) zoning district subject to Special Exception approval. The applicant has submitted the appropriate application and the proposed development will comply with applicable zoning district, use 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;

Approving the Special Exception to allow for Jenny Spa, Inc, would have no noticeable impact on the character of the immediate neighborhood, as multiple businesses have operated in the Mission Bell Office Plaza since 1981. Jenny Spa, Inc. has no plans of modifying the current rented space externally or internally and the surrounding property shall remain intact. As a result, the proposed development will be compatible with the existing natural environment and the surrounding community character.

(d) There proposed development will be desirable for public convenience, and not injurious or otherwise detrimental to the public health, safety, comfort, and welfare;

The purpose of the massage establishment, in relation to the zoning district, is to meet the convenient service needs of the surrounding residential and commercial neighborhood. The applicant, Jenny Spa, Inc., will only practice legitimately massage therapy services just as the previous business operated. Therefore, the proposed use of a massage establishment will result in little to no adverse impacts on the public's health, safety, comfort or general 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;

Currently, the office plaza consists of professional businesses that operate inside of their rented suites, so the level of impact on adjacent properties is very low to none created. Jenny Spa, Inc. would be providing their services indoors of the two (2) occupied suites and have adequate parking for their customers/clients and employees. As stated before, the proposed business has no plans of any improvements, interior or exterior, to further mitigate any potential nuisances. The proposed use allows for a low traffic impact that is normal with the operations in the plaza and will provide little to no effect on the adjacent properties.

(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 applicant, Jenny Spa, Inc., will be utilizing the Mission Bell Office Plaza parking lot for their customers/clients and employees as there is adequate parking currently. The proposed use allows for a low traffic impact that is normal with the operations in the plaza and will provide little to no effect to vehicular and pedestrian traffic movement in the public streets.

(g) The site area is sufficient, appropriate, and adequate for the use and any reasonably anticipated expansion of the use;

The current tenant space has a previous use of a massage establishment since 2012 and the applicant, Jenny Spa, Inc. has no plans of any expansion, improvements, or renovations in the rented suites. The subject property is currently built-out to its Approved Site Plan and shows no signs of expanding any of its units or building footprint. To that end, the site area is sufficient, appropriate, and adequate for the use of any proposed addition for an increased expansion if proposed.

(h) The Special Exception shall only remain valid during the period of which the certificate of occupancy and business license remains active;

The applicant, Jenny Spa, Inc., is aware of the validity of its operations being active due to the approval of a Special Exception in the City of Tamarac. The applicant will only practice legitimately with all necessary and valid licenses and occupancy requirements. The applicant shall submit the appropriate applications to obtain an updated Business Tax Receipt and Certificate of Occupancy for suites 10 and 11 upon approval of the Special Exception Application.

(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.

The applicant agrees to and understands this provision. If the business is sold, the Special Exception can be transferred administratively pursuant to compliance with City Codes, submission of proper documentation, and the payment of all fees. As stated before, the previous use was a massage establishment from the year 2012 until they closed September 2020. The previous owner had its proper massage licenses, certificate of occupancy and Business Tax Receipts from where they were required (state & local). Currently, there are no violations per the applicants, Jenny Spa, Inc., knowledge and understanding.

(j) Any pre-existing code violations shall be satisfied before a certificate of occupancy is issued for the proposed use.

The applicant has agreed that any pre-existing violations will be addressed prior to the business receiving a Certificate of Occupancy. Currently, there are no code violations per the applicants, Jenny Spa, Inc., knowledge and understanding.

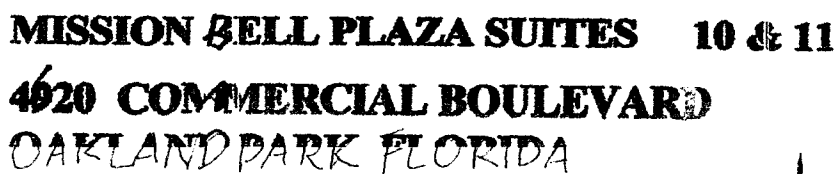
Jenny Spa, Inc. - Massage Establishment
Special Exception
Case No. 1-Z-21

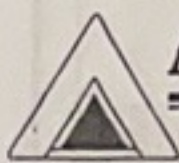


Subject Property ★



Maxine Calloway, Director
Community Development
7525 NW 88 Avenue
Tamarac, FL 33321
Telephone (954) 597-3530



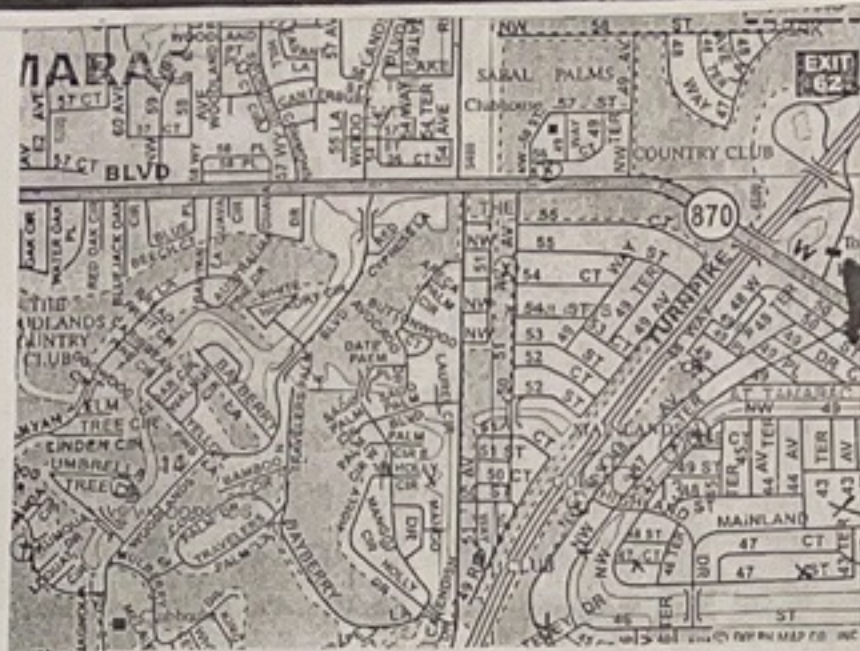


ALLISON ASSOCIATES, INC.

Professional Land Surveyors ©

4570 N.E. 4th Avenue
Ft. Lauderdale, FL 33334

Phone (954) 771-2231
Fax (954) 771-0522



BOUNDARY SURVEY

PARCEL B, "MACCARI'S OFFICE PLAZA", ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK 81, PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ABBREVIATIONS:

A	-ARC	DE	-DRAINAGE EASEMENT	(M)	-MEASURED	PC	-POINT OF CURVATURE
A/C	-AIR CONDITIONER SLAB	DUB/ME	-DRAINAGE, UTILITY & MAINTENANCE EASEMENT	N/D	-NAIL & DISK	PI	-POINT OF INTERSECTION
AE	-ANCHOR EASEMENT	DH	-DRILL HOLE	NGVD	-NATIONAL GEODETIC VERTICAL DATUM	PRC	-POINT OF REVERSE CURVATURE
BBQ	-BARBEQUE PIT	ESMT	-EASEMENT	NR	-NON RADIAL	PT	-POINT OF TANGENCY
BM	-BENCHMARK	E/P	-EDGE OF PAVEMENT	NA	-NOT APPLICABLE	R	-PROPERTY LINE
BLDG	-BUILDING	E/W	-EDGE OF WATER	NIC	-NOT INCLUDED	RGE	-RANGE
BLK	-BLOCK	EL	-ELEVATION	NTS	-NOT TO SCALE	RP	-RADIUS POINT
BCR	-BROWARD COUNTY RECORDS	FF	-FINISH FLOOR @ FRONT DOOR	NVA	-NON-VEHICULAR ACCESS LINE	(R)	-RECORD
BSB	-BUILDING SET BACK	FE	-FLOODPLAIN EASEMENT	O/S	-OFF SET	RES	-RESIDENCE
BSL	-BUFFER STRIP EASEMENT	FND	-FOUND	ORB	-OFFICIAL RECORDS BOOK	R/W	-RIGHT OF WAY
(C)	-CALCULATED	GF	-GARAGE FLOOR	Q	-ON LINE	REE	-ROOF ENCROACHMENT EASEMENT
CBDD	-CENTRAL BROWARD DRAINAGE DISTRICT	H/W	-HEADWALL	OPT	-OPTIONAL	SEC	-SECTION
CFT	-CALCULATED FIELD TRAVERSE	INV	-INVERT	PG	-PAGE	SLE	-STREET LIGHT EASEMENT
CE	-CANAL EASEMENT	IE	-INGRESS & EGRESS	PBCR	-PALM BEACH COUNTY RECORD	SN/D	-SET NAIL & DISK
CME	-CANAL MAINTENANCE ESMT	IP	-IRON PIPE	PAVT	-PAVEMENT	S/W	-SIDEWALK
C	-CENTER LINE	IP/C	-IRON PIPE IN CONCRETE	PCP	-PERMANENT CONTROL POINT	S/WR	-SIDEWALK RESERVATION
CH	-CHORD	I/R	-IRON ROD	PRM	-PERMANENT REFERENCE MONUMENT	STY	-STORY
COL	-COLUMN	IR&C	-IRON ROD & CAP	(P)	-PLAT	TOB	-TOP OF BANK
CONC	-CONCRETE	LME	-LAKE MAINTENANCE EASEMENT	PB	-PLAT BOOK	TWP	-TOWNSHIP
COM	-COMMERCIAL	LAE	-LIMITED ACCESS EASEMENT	PCC	-POINT OF COMPOUND CURVATURE	TR	-TRACT
CBS	-CONCRETE BLOCK STUCCO	LF	-LOWEST FLOOR	POB	-POINT OF BEGINNING	TWH	-TOWNHOME
C&G	-CONCRETE CURB & GUTTER	MAINT	-MAINTENANCE	POC	-POINT OF COMMENCEMENT	UNR	-UNREADABLE
COR	-CORNER	ME	-MAINTENANCE EASEMENT			UE	-UTILITY EASEMENT
C/W	-CONCRETE & WOOD					UEA	-UTILITY EASEMENT ACCESS
DCR	-DADE COUNTY RECORDS					U&ME	-UTILITY & MAINTENANCE EASEMENT
DB	-DEED BOOK						

ADDRESS: 4600 - 4620 West Commercial Boulevard, Tamarac, FL. 33319

CERTIFIED TO:

MJ FLORIDA INVESTMENTS LLC

Ownership of Fence & Walls, if any, NOT Determined.

NOTES:

- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, OWNERSHIP AND/OR RIGHTS-OF-WAY OF RECORD UNLESS STATED ABOVE WITH COMMITMENT NO.
- ALL EASEMENTS SHOWN ARE PER RECORD PLAT UNLESS OTHERWISE NOTED.
- THE BOUNDARY LINES SHOWN HEREON ARE BASED ON THE LEGAL DESCRIPTION FURNISHED BY THE CLIENT. NO SEARCH OF THE PUBLIC RECORDS BY ALLISON ASSOC., INC. TO VERIFY OWNERSHIP.
- BUILDING TIES ARE 90° OR RADIAL TO THE PROPERTY LINE.
- UNDERGROUND OR INTERIOR IMPROVEMENTS ARE NOT LOCATED EXCEPT AS NOTED.
- BEARINGS BASED ON RECORD PLAT WITHIN THIS DESCRIPTION.
- ALL ELEVATIONS ARE BASED ON N.A.V.D. 1988. AND SHOWN THUS :

DATE OF LAST FIELD WORK: 3/ 20/99, 3 / 30 / 2021

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATION CODE.

ROBERT L. ALLISON
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION No. 4278

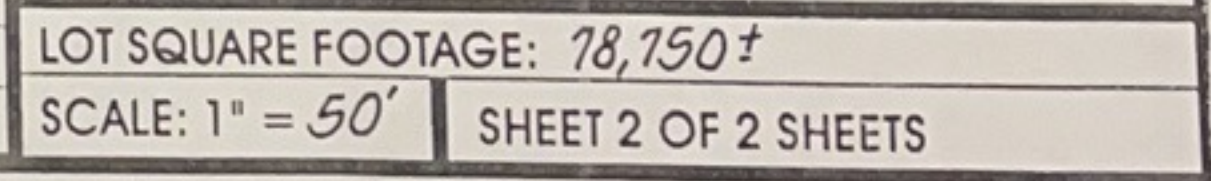
REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

JOB NO: 99-044, 99-178

F.B./PG: 56/ 57, 58/ 1

FILE NO: B 4 / 31, B 81 / 22

SHEET 1 OF 2 SHEETS





Title - TR13616 - Parkside Memory Care Allocation of Bonus Sleeping Rooms

A Resolution of the City Commission of the City of Tamarac, Florida, allocating seventy-two (72) bonus sleeping rooms to allow for a special residential facility, category (3), as defined in the Broward County Land Use Plan, containing seventy-two (72) sleeping rooms for the subject property located at 7501 NW 76 Street Tamarac, Florida (tract a less the north 20 feet of the west 85 feet, and all of tract C, Southern Bell-Tamarac, according to the plat thereof, as recorded in Plat Book 89, page 39, of the public records of Broward County) to provide for consistency with the land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 1-FLX-21); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 4

ATTACHMENTS:

Description	Upload Date	Type
1 - Parkside Memory Care Flex and Redevelopment Memo 1-FLX-21	6/7/2021	Cover Memo
2 - Temporary Resolution No 13616	6/7/2021	Resolution
3 - Flex Unit Narrative and Justification Letter	6/7/2021	Backup Material
4 - Location Map	6/7/2021	Backup Material
5 - City of Tamarac - Allocation of Bonus Sleeping Rooms Parkside Memory Care ALF	6/7/2021	Backup Material
6 - Allocation of Bonus Sleeping Rooms Parkside Memory Care ALF Email	6/7/2021	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21-06-001M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Michael C. Cernech
City Manager

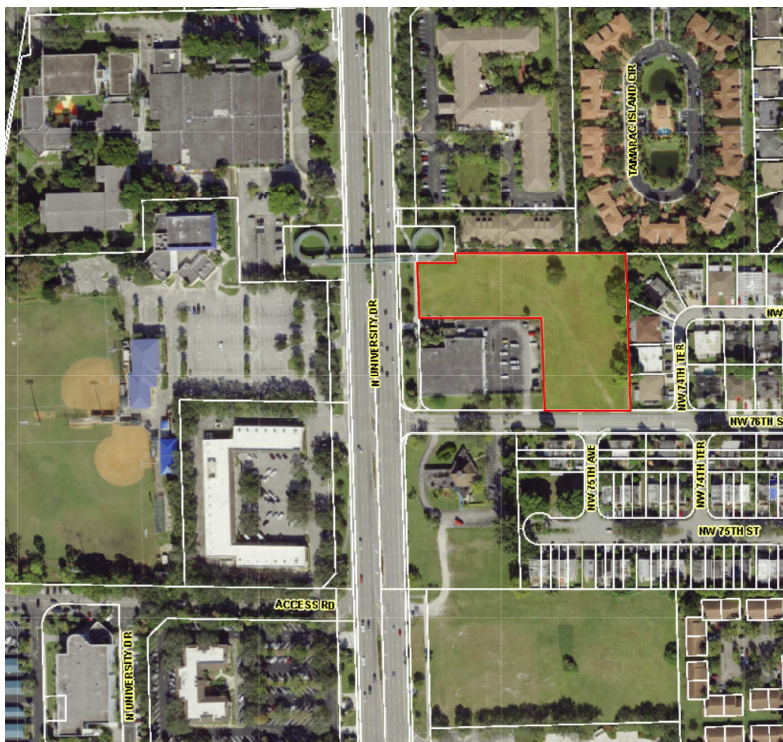
FROM: Maxine A. Calloway,
Director of Community Development

DATE: June 9, 2021

RE: Parkside Memory Care ALF – Flex and Redevelopment Units/Acreage
TEMP RESOLUTION NO. 13616; CASE#:1-FLX-21; MF#:02-18;

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed allocation of seventy-two (72) Bonus Sleeping Rooms to allow for a Special Residential Facility, Category (3), as defined in the Broward County Land Use Plan, containing seventy-two (72) sleeping at its June 23, 2021 meeting with a condition of approval (see attached Temporary Resolution No. 13616).

ISSUE: Clifford R. Loutan, P.E., and Deena Gray, Esq., designated agents for the property owner, Serena Properties Pembroke Pine LLC, is requesting allocation of seventy-two (72) Bonus Sleeping Rooms to allow for a Special Residential Facility, Category (3), as defined in the Broward County Land Use Plan, containing seventy-two (72) sleeping room (see attached Flex Unit Narrative and Justification Letter).



Aerial Photograph

LOCATION: The vacant subject property is located adjacent to the north and east of the existing AT&T

City Manager

Parkside Memory Care ALF – Flex and Redevelopment Units/Acreage

1-FLX-21 – Temp Resolution No. 13616

May 19, 2021 – Page 2

property on the northeast corner of N University Drive and NW 76 Street (see Aerial Photograph above and attached Location Map). The proposed Assisted Living Facility will be addressed as 7501 NW 76 Street. The property is 2.33 net acres in size, has a current City of Tamarac Future Land Use designation of “Community Facilities” and a zoning classification of PF (Public Facilities).

Surrounding Land Use and Zoning:

- North: Wickshire Tamarac, senior living and memory care facility, zoned NC (Neighborhood Commercial) with a future land use designation of “Commercial,” and Tamarac Island multi-family residential condominium development zoned R-3 (Multi-Family Residential) with a future land use designation of “Low-Medium Residential.”
- South: AT&T Telecommunications facility zoned PF (Public Facilities) with a future land use designation of “Community Facilities” and Greenbrier multi-family residential townhouse development zoned R-3 (Multi-Family Residential) with a future land use designation of “Medium Residential.”
- East: F & D residential duplex subdivision development zoned R-2 (Two-Family Residential) with a City of Tamarac Future Land Use designation of “Low-Medium Residential.”
- West: AT&T Telecommunications facility zoned PF (Public Facilities) with a future land use designation of “Community Facilities” and Tamarac Park Recreation Center zoned RC (Recreation) with a City of Tamarac Future Land Use designation of “Recreation.”

BACKGROUND: On July 11, 2018, the subject property was rezoned from B-1 (Neighborhood Business District) to Public Facilities (PF) pursuant to the City-wide rezoning and revised Land Development Code adoption by the City Commission.

On August 22, 2018, a small scale local land use plan amendment was approved by the City Commission which changed the future land use designation of the subject property from “Utilities” to “Community Facilities”. The previous future land use designation of “Utilities” allowed for utilities, ancillary uses, recreation, non-residential agriculture, and communication facilities but did not allow for special residential facilities. The “Community Facilities” future land use designation allowed for community facilities and special residential facilities such as an assisted living facility.

The small scale local land use plan amendment provided a future land use designation consistent with the zoning of the subject property to allow for the development of an assisted living facility as a Special Residential Facility, Category (3). A Special Residential Facility, Category (3), is defined by the Broward County Land Use Plan as: (a) Any housing facility licensed by the State of Florida for more than sixteen (16) non-elderly individuals who require treatment, care, rehabilitation or education. This includes individuals who are dependent children, physically disabled, developmentally disabled or individuals not overtly of harm to themselves or others; or (b) Any housing facility licensed by the State of Florida for more than eight (8) unrelated elderly individuals; or (c) Governmentally subsidized housing facilities entirely devoted to care of the elderly, dependent children, the physically handicapped, developmentally disabled or individuals not overtly of harm to themselves or others; or (d) Any not-for-profit housing facility for unrelated elderly individuals; or (e) Any housing facility which provides a life-care environment.

City Manager
Parkside Memory Care ALF – Flex and Redevelopment Units/Acreage
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The small scale local land use plan amendment only required approval from the City Commission and did not require evaluation by reviewing agencies defined in Florida Statutes 163.3184(1)(c) as the proposed amendment involved fewer than ten (10) acres, did not involve a text change to the City's Comprehensive Plan, and was not located within an area of critical state concern. Also, the proposed small scale local land use plan amendment did not require an amendment to the Broward County Land Use Plan as the subject property was designated "Community" on the Broward County Land Use Plan Map.

The City of Tamarac future land use designation of "Community Facilities" is consistent with the "Community" Broward County Land Use Plan designation which permits Special Residential Facilities.

ANALYSIS: The applicant is requesting the allocation of seventy-two (72) Bonus Sleeping to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds (see attached Site Plan). The proposed Assisted Living Facility is defined as a Special Residential Facility, Category (3), by the Broward County Land Use Plan. Special Residential Facilities as defined by the Broward County Land Use Plan are permitted in the "Community" Broward County Land Use designation.

Pursuant to the Broward County Land Use Plan, Special Residential Facilities are subject to the Special Residential Facilities provisions and allocation of redevelopment, flexibility, or bonus sleeping rooms. The Broward County Land Use Plan allows local governments to permit a maximum of one hundred (100) "bonus" sleeping rooms, that are permanently dedicated to Special Residential use without allocating density. The Administrative Rules Document: Broward County Land Use Plan then allows local governments to utilize the Special Residential Facilities provisions of the Broward County Land Use Plan regardless of whether such provisions are incorporated within the certified local land use plans. The Special Residential Facilities provisions of the Broward County Land Use Plan shall be utilized as the Special Residential Facilities provisions of the Broward County Land Use Plan have not been incorporated into the City of Tamarac Comprehensive Plan.

Pursuant to the Administrative Rules Document: Broward County Land Use Plan, written approval from the Broward County Planning Council Executive Director is required prior to approval by a local government for special residential facilities projects involving allocation of all or a portion of the one hundred (100) bonus sleeping rooms for which the local government does not have to assign density. Approval of the allocation of seventy-two (72) Bonus Sleeping Rooms was received from the Broward County Planning Council Executive Director, Barbara Blake Boy, on May 19, 2021 (see attached City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF Email).

Section 10-5.4(S)(4), Code of Ordinances, identifies review standards to be determined by the City Commission to approve the request. These review standards and the responses to each standard, as it applies to the subject petition, are shown below.

(a) Would be consistent with 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.

City Manager
Parkside Memory Care ALF – Flex and Redevelopment Units/Acreage
1-FLX-21 – Temp Resolution No. 13616
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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 1.10: A special residential facility is a facility is a facility licensed to serve clients of the Department of Health and Rehabilitation Services which provides a living environment for unrelated residents who operate as a functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.

Objective 4: The City will provide for land use categories in the Future Land Use Element which allow for continued development of housing at a variety of densities, for a variety of lifestyles.

(b) Would address a community need;

The proposed allocation of Bonus Sleeping Rooms will provide an assisted living facility housing option within the City for individuals requiring memory care.

(c) Would be compatible with the surrounding area;

The proposed allocation of Bonus Sleeping Rooms will allow the development of a vacant parcel into an assisted living facility. An existing assisted living facility is located adjacent to the north of the subject property on N University Drive. A memory care building for the assisted living facility abuts the subject property to the north and contains twenty-four (24) beds in eighteen (18) rooms.

(d) Could be adequately served by City and Broward County facilities and services; and

The proposed assisted living facility requesting the allocation of seventy-two (72) Bonus Sleeping Rooms is serviced by NW 76 Street and N University Drive with Broward County Bus Transit Service available on N University Drive. Additionally, adequate City water and sewer are available to service the subject property. Finally, adequate Fire Safety service is provided by the City's Fire Department and Police service is provided by the Broward Sheriff's Office.

(e) Would provide sufficient dedication of land for municipal purposes, or payment in lieu of such dedication.

A dedication of land for municipal purposes for the allocation of seventy-two (72) Bonus Sleeping Rooms is not provided nor is a payment in lieu of such dedication.

Assigning Bonus Sleeping Rooms is a matter committed to the legislative discretion of the City Commission. In deciding the application, the City Commission shall consider the characteristics of the development proposed to use the Bonus Sleeping Rooms. It is the opinion of the Director of Community Development that the review standards for the allocation of Bonus Sleeping Rooms, as outlined in Section 10-5.4(S)(4), 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 allocation of seventy-two (72) Bonus Sleeping Rooms will allow for the development of the vacant subject property thereby providing an opportunity to revitalize the appearance,

City Manager
Parkside Memory Care ALF – Flex and Redevelopment Units/Acreage
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image, and attractiveness of the community.

The Director of Community Development recommends that the Mayor and City Commission approve the proposed allocation of seventy-two (72) Bonus Sleeping Rooms to allow for a Special Residential Facility, Category (3), as defined in the Broward County Land Use Plan, containing seventy-two (72) sleeping rooms at its June 23, 2021 meeting with a condition of approval:

1. The allocation of seventy-two (72) bonus sleeping rooms to allow for a Special Residential Facility, Category (3), containing seventy-two (72) sleeping rooms is contingent upon approval of the Site Plan (Major) for Parkside Memory Care ALF (Case No. 12-SP-20)).

FISCAL IMPACT: The construction value of the project is estimated between \$14,000,000.00 and \$19,000,000.00.

INTERVENING ACTION: At its June 2, 2021 meeting, the Planning Board voted 5-0 to forward a favorable recommendation of approval for the proposed allocation of seventy-two (72) Bonus Sleeping Rooms to allow for a Special Residential Facility, Category (3), as defined in the Broward County Land Use Plan, containing seventy-two (72) sleeping rooms to the City Commission at its June 23, 2021 meeting.



Maxine A. Calloway
Director of Community Development

Attachments: Temporary Resolution No. 13616
Flex Unit Narrative and Justification Letter
Location Map
Site Plan
City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF Email

MAC:RWJ

CITY OF TAMARAC, FLORIDA

TEMPORARY RESOLUTION NO. 13616

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ALLOCATING SEVENTY-TWO (72) BONUS SLEEPING ROOMS TO ALLOW FOR A SPECIAL RESIDENTIAL FACILITY, CATEGORY (3), AS DEFINED IN THE BROWARD COUNTY LAND USE PLAN, CONTAINING SEVENTY-TWO (72) SLEEPING ROOMS FOR THE SUBJECT PROPERTY LOCATED AT 7501 NW 76 STREET TAMARAC, FLORIDA (TRACT A LESS THE NORTH 20 FEET OF THE WEST 85 FEET, AND ALL OF TRACT C, SOUTHERN BELL-TAMARAC, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 89, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY) TO PROVIDE FOR CONSISTENCY WITH THE LAND DEVELOPMENT CODE IN ACCORDANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN OF THE CITY OF TAMARAC; (CASE NO. 1-FLX-21); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Clifford R. Loutan, P.E., and Deena Gray, Esq., designated agents for the property owner, Serena Properties Pembroke Pine LLC, has requested that certain real estate property located at 7501 NW 76 Street, containing 2.33 net acres of land, be allocated seventy-two (72) bonus sleeping rooms to allow for a Special Residential Facility, Category (3), containing seventy-two (72) sleeping rooms; and

WHEREAS, the subject property is zoned PF, Public Facilities, which permits the use of an Assisted Living Facility in accordance with Section 10-3.2 of the Land Development Code; and

WHEREAS, in accordance with Section 10-2.4(A)(2) of the Land Development Code, the purpose of the Public Facility (PF) zoning district is intended to provide for educational institutions, municipal governmental facilities, and other related activities; and

WHEREAS, the Broward County Land Use Map category of the subject property is Community; and

WHEREAS, Special Residential Facilities are not specifically designated on the Future Broward County Land Use Plan Map (Series) as a separate land use category; and

WHEREAS, Special Residential Facilities are permitted within the Community land use category of the Broward County Land Use Plan; and

WHEREAS, each local government may permit a maximum of one hundred (100) bonus sleeping rooms within the local governmental boundary permanently dedicated to a Special Residential Facility use without an additional allocation of density; and

WHEREAS, local governments may utilize the Special Residential Facilities provisions of the Broward County Land Use Plan regardless of whether such provisions are incorporated within the certified local land use plans; and

WHEREAS, the proposed Special Residential Facility, Category (3), containing seventy-two (72) sleeping rooms warrants the allocation of seventy-two (72) bonus sleeping rooms to be consistent with the Broward County Land Use Plan; and

WHEREAS, pursuant to the provisions of the Code of Ordinances of the City of Tamarac, Florida, public notice has been given of the time and place of the public hearing and said public hearing has been held in accordance with the notice and the public has been given an opportunity to be, and has been heard regarding the review of the petition for allocation of Bonus Sleeping Rooms; and

WHEREAS, the Director of Community Development recommends approval (with condition); and

WHEREAS, the Planning Board recommended approval (with condition) on June 2, 2021; and

WHEREAS, the City Commission has examined the application, the staff and Planning Board recommendations; and

WHEREAS, the City Commission has determined that the application is in compliance with all elements of 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 citizens and residents of the City of Tamarac, Florida to grant approval of the allocation of seventy-two (72) bonus sleeping rooms to allow for a Special Residential Facility, Category (3), containing seventy-two (72) sleeping rooms for the subject property located at 7501 NW 76 street, Tamarac, Florida (Tract A less the North 20 feet of the West 85 feet, and all of Tract C, SOUTHERN BELL-TAMARAC, according to the Plat thereof, as recorded in Plat Book 89, Page 39, of the Public Records of Broward County) (Case No. 1-FLX-21).

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

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

SECTION 2: That the subject property located at 7501 NW 76 Street, Tamarac, Florida (Tract A less the North 20 feet of the West 85 feet, and all of Tract C, SOUTHERN BELL-TAMARAC, according to the Plat thereof, as recorded in Plat Book 89, Page 39, of the Public Records of Broward County) is hereby allocated seventy-two (72) bonus sleeping rooms to allow for a Special Residential Facility, Category (3), containing seventy-two (72) sleeping rooms (Case No 1-FLX-21) subject to the following condition:

1. The allocation of seventy-two (72) bonus sleeping rooms to allow for a Special

Residential Facility, Category (3), containing seventy-two (72) sleeping rooms is contingent upon approval of the Site Plan (Major) for Parkside Memory Care ALF (Case No. 12-SP-20).

SECTION 3: That the City of Tamarac Unified Flex Table shall be changed to reflect such allocation of Bonus Sleeping Rooms upon the effective date of this Resolution.

SECTION 4: That the City of Tamarac shall notify the Broward County Planning Council in writing and submit the City of Tamarac Unified Flex Table reflecting a total of twenty-eight (28) remaining Bonus Sleeping Rooms for future allocation.

SECTION 5: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this day of , 2021.

MICHELLE J. GOMEZ,
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN JR.
CITY ATTORNEY

May 3, 2021

Parkside Assisted Living Facility
Flex Unit Narrative/Justification Statement

On behalf of Serena Properties Pembroke Pines, LLC (the “Applicant”), please accept this request for consideration of the proposed flex unit allocation for the proposed Parkside Assisted Living Facility (“Parkside ALF”). The Applicant is the owner of approximately 2.32 acres of vacant land located at the northeast corner of University Drive and NW 76th Street in the City of Tamarac (“City”). The property can be further identified by Broward County Property Appraiser folio number 494103230030 (the “Subject Property”). The Applicant has submitted a site plan application and variance application in connection with this flex unit allocation application.

Specifically, the Applicant is requesting for 36 flex units to be allocated for the proposed memory care assisted living facility. The Broward County Planning Council has advised that 36 flex units should be allocated for this project based on 72 sleeping room count for the proposed Parkside ALF (See **Exhibit A**).

The requested flex unit request satisfies the review criteria established in Section 10-5.4(S) of the City Code as set forth below.

a. Would be consistent with the Comprehensive Plan.

The proposed flex unit request is consistent with the goals, objectives, and policies of the land use element of the City’s Comprehensive Plan. The proposed flex units, along with the recently submitted site plan and variance applications, will allow the Applicant to construct the proposed memory care assisted living facility on the Subject Property. The proposed flex unit request is consistent with the following goals, policies, and objectives of the City’s 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.
- Policy 1.10 – A special residential facility is a facility is a facility licensed to serve

clients of the Department of Health and Rehabilitation Services which provides a living environment for unrelated residents who operate as a functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.

- Objective 4 – The City will provide for land use categories in the Future Land Use Element which allow for continued development of housing at a variety of densities, for a variety of lifestyles.
- 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. Would address a community need.

The proposed flex unit allocation and associated development will allow the Applicant to develop a vacant parcel into an attractive memory care assisted living facility and provide an additional housing option within the City for individuals requiring memory care.

c. Would be compatible with the surrounding area.

The proposed Parkside ALF will improve conditions in the neighborhood by allowing the Applicant to develop an assisted living facility in a manner compatible with the nearby commercial developments and residential uses. The proposed Parkside ALF is designed with consideration of adjacent drainage and natural features as well as neighboring developments. The Applicant and appropriate consultants will work to ensure that the development of the Subject Property does not result in any adverse environmental impacts on the area.

d. Could be adequately served by City and Broward County facilities and services.

As stated above, the proposed Parkside ALF is designed with consideration of adjacent drainage and natural features as well as neighboring developments. The Applicant and appropriate consultants will work to ensure development of the Subject Property does not result in any adverse environmental impacts on the area. Approval of the flex unit allocation will allow the Applicant to develop the Subject Property to be harmonious with the general intent of the City Code and facilitate an important and efficient use of the Subject Property. The Applicant is proposing an appropriate parking space count that adequately serves the proposed Parkside ALF on the Subject Property and the proposed use. The site plan application reflects significant landscaping and buffering proposed

May 3, 2021

Serena Properties Pembroke Pines LLC

Tamarac Memory Care ALF - Flex Unit Narrative/Justification Statement

Page No. 3

along the eastern and northern property lines.

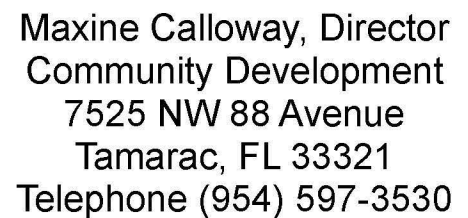
e. Would provide sufficient dedication of land for municipal purposes, or payment in lieu of such dedication.

Land dedication is not required for the proposed Parkside ALF.

The flex units request is consistent with the standards of granting flex units as set forth by the City in Section 10-5.4(S) of the Code. The Applicant has demonstrated that the request 1) would be consistent with the Comprehensive Plan 2) would address a community need; 3) would be compatible with the surrounding area 4) could adequately served by City and Broward County facilities and services; and; 5) would provide sufficient dedication of land for municipal purposes, or payment in lieu of such dedication.

The Applicant respectfully requests the City approve the requested flex units. Please contact me at (954) 527-2443 should you have any questions related to this request.

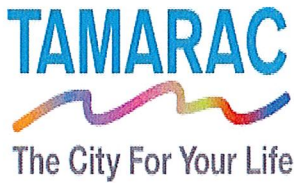
Case No. 1-FLX-21, 1-B-21, & 12-SP-20



Collette Tibby

From: Robert Johnson III
Sent: Wednesday, May 19, 2021 3:49 PM
To: Blake Boy, Barbara
Cc: Maxine Calloway; Von Stetina, Deanne; Teetsel, Dawn; Andrew S. Maurodis (amaurodis@wsh-law.com)
Subject: RE: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

Thank you Barbara!



Robert W. Johnson III
Senior Planner
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3533 Fax: 954-597-3540
www.tamarac.org

From: Blake Boy, Barbara [mailto:BBLAKEBOY@broward.org]
Sent: Wednesday, May 19, 2021 3:42 PM
To: Robert Johnson III <Robert.Johnson@tamarac.org>
Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>; Von Stetina, Deanne <DVONSTETINA@broward.org>; Teetsel, Dawn <DTEETSEL@broward.org>; Andrew S. Maurodis (amaurodis@wsh-law.com) <amaurodis@wsh-law.com>
Subject: RE: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Hi Rob-

Thank you for the updated request.

The request is consistent with the Administrative Rules Document and is approved per Article 3.10.

The contents of this email are not a judgment as to whether this development proposal complies with the Broward County Trafficways Plan, local zoning, the City's land development regulations or the development review requirements of the Broward County Land Use Plan, including concurrency requirements.



Please feel free to contact me if you have any questions.
Barbara

Barbara Blake Boy, Executive Director

115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301
954.357.6982 (direct) www.Broward.org/PlanningCouncil

From: Robert Johnson III <Robert.Johnson@tamarac.org>

Sent: Wednesday, May 19, 2021 3:21 PM

To: Blake Boy, Barbara <BBLAKEBOY@broward.org>

Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>; Von Stetina, Deanne <DVONSTETINA@broward.org>; Teetsel, Dawn <DTEETSEL@broward.org>

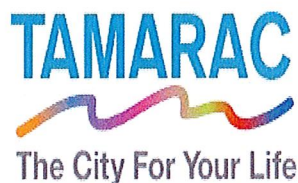
Subject: RE: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Hi Barbara,

Thank you so much for your telephone call and email below. This greatly clarifies the required allocations for Special Residential Facilities.

Please accept this email as the City's revised request to provide approval of the allocation of seventy-two (72) bonus sleeping rooms for a proposed Assisted Living Facility that meets the definition of a Special Residential Facility, Category (3), which contains seventy-two (72) rooms (96 beds) and is located in a "Community" Broward County Land Use category at 7501 NW 76 Street, Tamarac, Florida, 33321. If you need any additional information, please let me know. Thanks, Rob



Robert W. Johnson III

Senior Planner

Community Development Department

7525 NW 88th Ave, Tamarac, FL 33321

Tel: 954-597-3533 Fax: 954-597-3540

www.tamarac.org

From: Blake Boy, Barbara [<mailto:BBLAKEBOY@broward.org>]

Sent: Wednesday, May 19, 2021 2:11 PM

To: Robert Johnson III <Robert.Johnson@tamarac.org>

Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>; Von Stetina, Deanne <DVONSTETINA@broward.org>; Teetsel, Dawn <DTEETSEL@broward.org>

Subject: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Hi Rob—

Thank you for submitting the written request to approve an allocation of bonus sleeping rooms per the Administrative Rules Document Article 3.10, as the City has not adopted the provision into its effective Plan. Per the Broward County Land Use Plan, each local government has been granted 100 bonus sleeping rooms to utilize for special residential facilities within its boundaries, without the need for an additional allocation of density.

Bonus sleeping rooms have no equivalent and are required to be allocated on a one (1) to one (1) basis; conversely, the allocation of one (1) flexibility unit or one (1) dwelling unit would be

equal to two (2) sleeping rooms, regardless of the number of beds. Therefore, the requested approval is subject to the City allocating either 72 bonus sleeping rooms or 36 flexibility units to the 72 room facility. If the City proceeds with the 72 bonus sleeping rooms, please reply all to the email to clarify the City's request.



Please feel free to contact me if you have any questions.

Barbara

Barbara Blake Boy, Executive Director

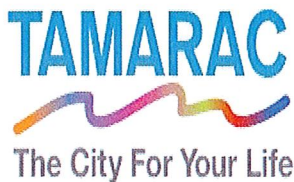
115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301
954.357.6982 (direct) www.Broward.org/PlanningCouncil

From: Robert Johnson III <Robert.Johnson@tamarac.org>
Sent: Wednesday, May 19, 2021 12:58 PM
To: Blake Boy, Barbara <BBLAKEBOY@broward.org>
Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>
Subject: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Good Afternoon Barbara,

In accordance with Section 3.10(C), Broward County Administrative Rules Document, please provide approval of the allocation of thirty-six (36) bonus sleeping rooms for a proposed Assisted Living Facility that meets the definition of a Special Residential Facility, Category (3), which contains seventy-two (72) rooms (96 beds) and is located in a "Community" Broward County Land Use category at 7501 NW 76 Street, Tamarac, Florida, 33321. The City of Tamarac has not incorporated the Special Residential Facilities provision of the Broward County Land Use Plan within the City's Local Land Use Plan and therefore your written approval is required prior to approval by the City of Tamarac. Approval of the allocation of Bonus Sleeping Rooms for the referenced use is scheduled for the June 23, 2021 City Commission meeting following a recommendation by the Planning Board on June 2, 2021. Attached as Exhibit A is prior correspondence with your office regarding the number of bonus sleeping rooms required to be allocated. If you need any additional information, please let me know. Thanks, Rob



Robert W. Johnson III
Senior Planner
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3533 Fax: 954-597-3540
www.tamarac.org

The City of Tamarac is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

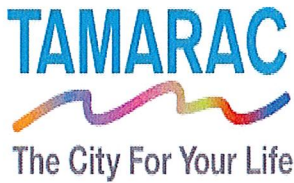
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Collette Tibby

From: Robert Johnson III
Sent: Wednesday, May 19, 2021 3:49 PM
To: Blake Boy, Barbara
Cc: Maxine Calloway; Von Stetina, Deanne; Teetsel, Dawn; Andrew S. Maurodis (amaurodis@wsh-law.com)
Subject: RE: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

Thank you Barbara!



Robert W. Johnson III
Senior Planner
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3533 Fax: 954-597-3540
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From: Blake Boy, Barbara [mailto:BBLAKEBOY@broward.org]
Sent: Wednesday, May 19, 2021 3:42 PM
To: Robert Johnson III <Robert.Johnson@tamarac.org>
Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>; Von Stetina, Deanne <DVONSTETINA@broward.org>; Teetsel, Dawn <DTEETSEL@broward.org>; Andrew S. Maurodis (amaurodis@wsh-law.com) <amaurodis@wsh-law.com>
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Hi Rob-

Thank you for the updated request.

The request is consistent with the Administrative Rules Document and is approved per Article 3.10.

The contents of this email are not a judgment as to whether this development proposal complies with the Broward County Trafficways Plan, local zoning, the City's land development regulations or the development review requirements of the Broward County Land Use Plan, including concurrency requirements.



Please feel free to contact me if you have any questions.
Barbara

Barbara Blake Boy, Executive Director

115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301
954.357.6982 (direct) www.Broward.org/PlanningCouncil

From: Robert Johnson III <Robert.Johnson@tamarac.org>

Sent: Wednesday, May 19, 2021 3:21 PM

To: Blake Boy, Barbara <BBLAKEBOY@broward.org>

Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>; Von Stetina, Deanne <DVONSTETINA@broward.org>; Teetsel, Dawn <DTEETSEL@broward.org>

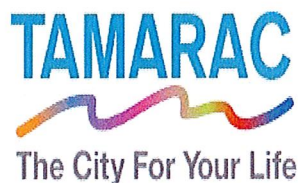
Subject: RE: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Hi Barbara,

Thank you so much for your telephone call and email below. This greatly clarifies the required allocations for Special Residential Facilities.

Please accept this email as the City's revised request to provide approval of the allocation of seventy-two (72) bonus sleeping rooms for a proposed Assisted Living Facility that meets the definition of a Special Residential Facility, Category (3), which contains seventy-two (72) rooms (96 beds) and is located in a "Community" Broward County Land Use category at 7501 NW 76 Street, Tamarac, Florida, 33321. If you need any additional information, please let me know. Thanks, Rob



Robert W. Johnson III

Senior Planner

Community Development Department

7525 NW 88th Ave, Tamarac, FL 33321

Tel: 954-597-3533 Fax: 954-597-3540

www.tamarac.org

From: Blake Boy, Barbara [<mailto:BBLAKEBOY@broward.org>]

Sent: Wednesday, May 19, 2021 2:11 PM

To: Robert Johnson III <Robert.Johnson@tamarac.org>

Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>; Von Stetina, Deanne <DVONSTETINA@broward.org>; Teetsel, Dawn <DTEETSEL@broward.org>

Subject: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Hi Rob—

Thank you for submitting the written request to approve an allocation of bonus sleeping rooms per the Administrative Rules Document Article 3.10, as the City has not adopted the provision into its effective Plan. Per the Broward County Land Use Plan, each local government has been granted 100 bonus sleeping rooms to utilize for special residential facilities within its boundaries, without the need for an additional allocation of density.

Bonus sleeping rooms have no equivalent and are required to be allocated on a one (1) to one (1) basis; conversely, the allocation of one (1) flexibility unit or one (1) dwelling unit would be

equal to two (2) sleeping rooms, regardless of the number of beds. Therefore, the requested approval is subject to the City allocating either 72 bonus sleeping rooms or 36 flexibility units to the 72 room facility. If the City proceeds with the 72 bonus sleeping rooms, please reply all to the email to clarify the City's request.



Please feel free to contact me if you have any questions.

Barbara

Barbara Blake Boy, Executive Director

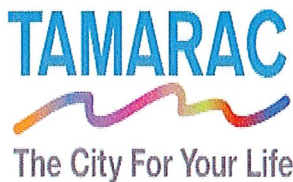
115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301
954.357.6982 (direct) www.Broward.org/PlanningCouncil

From: Robert Johnson III <Robert.Johnson@tamarac.org>
Sent: Wednesday, May 19, 2021 12:58 PM
To: Blake Boy, Barbara <BBLAKEBOY@broward.org>
Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>
Subject: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Good Afternoon Barbara,

In accordance with Section 3.10(C), Broward County Administrative Rules Document, please provide approval of the allocation of thirty-six (36) bonus sleeping rooms for a proposed Assisted Living Facility that meets the definition of a Special Residential Facility, Category (3), which contains seventy-two (72) rooms (96 beds) and is located in a "Community" Broward County Land Use category at 7501 NW 76 Street, Tamarac, Florida, 33321. The City of Tamarac has not incorporated the Special Residential Facilities provision of the Broward County Land Use Plan within the City's Local Land Use Plan and therefore your written approval is required prior to approval by the City of Tamarac. Approval of the allocation of Bonus Sleeping Rooms for the referenced use is scheduled for the June 23, 2021 City Commission meeting following a recommendation by the Planning Board on June 2, 2021. Attached as Exhibit A is prior correspondence with your office regarding the number of bonus sleeping rooms required to be allocated. If you need any additional information, please let me know. Thanks, Rob



Robert W. Johnson III
Senior Planner
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3533 Fax: 954-597-3540
www.tamarac.org

The City of Tamarac is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

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Title - TBO47 - Parkside Memory Care ALF Variance - Parking

A Variance from Section 10-4.3(D)(2), Table 10-4.1, Minimum Number of Off-Street Parking Spaces, to allow for a minimum parking required of thirty-seven (37) parking spaces for a 43,000 square foot Assisted Living Facility in lieu of a minimum of ninety (92) parking spaces.

Notice of the request for the Variance was given as required by law. The City Commission of the City of Tamarac ("Commission") has identified that the property located at 7501 NW 76 Street, Tamarac, Florida (the "Property") is located in the (PF), Public Facilities Zoning District.

Commission District(s):

District 4

ATTACHMENTS:

Description	Upload Date	Type
1 - Parkside Memory Care ALF Variance Parking Memo 1-B-21	6/7/2021	Cover Memo
2 - TBO47 - Board Order Approving Parking	6/7/2021	Board Orders
3 - Variance Narrative Justification Statement	6/7/2021	Backup Material
4 - Location Map	6/7/2021	Backup Material
5 - Site Plan	6/7/2021	Backup Material
6 - Trip Generation and Parking Statement	6/7/2021	Backup Material
7 - Traffic and Parking Statement Review	6/7/2021	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21-06-002M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Michael C. Cernech
City Manager

FROM: Maxine A. Calloway,
Director of Community Development

DATE: June 9, 2021

RE: Parkside Memory Care ALF – Variance
TEMP BOARD ORDER NO. 47; CASE#: 1-B-21; **MF#:**02-18

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed variance request from the requirements of Section 10-4.3(D)(2), Table 10-4.1, of the City's Code of Ordinances at its June 23, 2021 meeting with a condition of approval (see attached Board Order Approving Variance - Temp Board Order No. 47).

ISSUE: Clifford R. Loutan, P.E., and Deena Gray, Esq., designated agents for the property owner, Serena Properties Pembroke Pine LLC, is requesting approval of the following variance (see attached Variance Narrative/Justification Statement):

A variance from Section 10-4.3(D)(2), Table 10-4.1, Code of Ordinances, to allow for a minimum parking required of thirty-seven (37) parking spaces for a 43,000 square foot Assisted Living Facility in lieu of a minimum of ninety-two (92) parking spaces.



Aerial Photograph

LOCATION: The vacant subject property is located adjacent to the north and east of the existing AT&T property on the northeast corner of N University Drive and NW 76 Street (see Aerial Photograph above and attached Location Map). The proposed Assisted Living Facility will be addressed as 7501 NW 76 Street. The property is 2.33 net acres in size, has a current City of Tamarac Future Land Use designation of “Community Facilities” and a zoning classification of PF (Public Facilities).

Surrounding Land Use and Zoning:

- North: Wickshire Tamarac, senior living and memory care facility, zoned NC (Neighborhood Commercial) with a future land use designation of “Commercial,” and Tamarac Island multi-family residential condominium development zoned R-3 (Multi-Family Residential) with a future land use designation of “Low-Medium Residential.”
- South: AT&T Telecommunications facility zoned PF (Public Facilities) with a future land use designation of “Community Facilities” and Greenbrier multi-family residential townhouse development zoned R-3 (Multi-Family Residential) with a future land use designation of “Medium Residential.”
- East: F & D residential duplex subdivision development zoned R-2 (Two-Family Residential) with a City of Tamarac Future Land Use designation of “Low-Medium Residential.”
- West: AT&T Telecommunications facility zoned PF (Public Facilities) with a future land use designation of “Community Facilities” and Tamarac Park Recreation Center zoned RC (Recreation) with a City of Tamarac Future Land Use designation of “Recreation.”

BACKGROUND: The applicant has requested Site Plan Approval (Major) to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms (see attached Site Plan). The assisted living facility building is proposed at 43,000 square feet in gross floor area.

Thirty-seven (37) parking spaces are proposed to support the seventy-two (72) room assisted living facility where ninety-two (92) parking spaces are required based on the minimum parking requirement of one (1) parking space per four hundred (400) square feet of net floor area and utilizing a fifteen (15) percent reduction of required parking spaces due to the proximity of the bus stop on N University Drive.

A Trip Generation and Parking Statement, prepared by DC Engineers, Inc., was submitted by the applicant (see attached Trip Generation and Parking Statement). The statement examined the peak parking demand using Institute of Transportation Engineers parking demand formulas. The statement concludes that the thirty-seven (37) parking spaces proposed are expected to adequately accommodate the anticipated parking demand of the Parkside Memory Care ALF. The City’s Traffic Consultant, Traf Tech, concurred that the proposed parking supply should be adequate to meet the anticipated parking demand (see attached Traffic and Parking Statement Review).

ANALYSIS: A variance means a modification of the zoning ordinance regulations when such variance will not be contrary to the public interest, and when, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. Section 10-5.4(Q), Code of Ordinances, identifies standards to be employed in order for the City Commission to authorize any variance from the terms of the Zoning

chapter of the Code of Ordinances and other zoning ordinances.

These standards and the responses to each standard, as it applies to the subject petition, are shown below.

Variance Request 1: Section 10-4.3(D)(2), Table 10-4.1, Code of Ordinances

1. *Special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot) pertaining to the particular property for which the Variance is sought, that do not generally apply to other property subject to the standard from which the Variance is sought;*

Special conditions and circumstances exist that pertain to the subject property that do not generally apply to other property. The subject property has an irregular “L” shaped configuration that surrounds the existing AT&T Telecommunications property and is adjacent to residential uses to the east and a portion to the north. The shape and size of the lot in relation to the minimum number of off-street parking spaces required creates a unique condition that hinders development of the subject property for the proposed use of an assisted living facility. As such, these circumstances are peculiar to the land and do not generally apply to other property subject to the standard from which the Variance is sought.

2. *The special conditions and circumstances referred to above are not the result of the actions of the landowner;*

The special conditions and circumstances referred to above are not the result of the actions of the landowner. The “L” shaped lot configuration of the subject property does not provide the appropriate area to meet the requirements for ninety-two (92) parking spaces for the proposed assisted living facility. The lot dimensions limit the potential development area of the subject property. As such, the petitioner did not create the special conditions and circumstances referenced above.

3. *Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought, and would result in unnecessary and undue hardship on the landowner;*

Because of the special conditions and circumstances, the literal application of this provision would effectively deprive the landowner of rights commonly enjoyed by other properties and would result in an unnecessary and undue hardship. The literal application of the Code requiring one (1) space per four hundred (400) square feet of net floor area would create a surplus of parking spaces that would not be utilized even during peak parking demand. As such, the special conditions and literal enforcement of this provision, would effectively deprive landowner of rights commonly enjoyed by other properties and would result in an unnecessary and undue hardship.

4. *The Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought;*

The variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties since an assisted living facility is permitted within the Public Facilities (PF) zoning classification. Granting the variance would not confer any special privilege on the landowner that is denied to other similarly situated properties as other properties are not faced with such significant constraints.

5. *The extent of the Variance is the minimum necessary to allow a reasonable use of the property;*

The variance is the minimum necessary to allow a reasonable use of the property. The limited site area prevents alternative design options that would eliminate the necessity for the variance. The variance is necessary to afford relief from the stringent requirements of the Off-Street Parking Requirements while preserving the character of the proposed development. The granting of the requested variance to allow for thirty-seven (37) parking spaces is consistent with the proposed use and is necessary for the reasonable use of the subject property. As such, this is the minimum variance necessary to allow a reasonable use of the property.

6. *The Variance is in harmony with the general purpose and intent of this Code and preserves its spirit;*

Section 10-4.3(D)(2), Table 10-4.1, Code of Ordinances, requires minimum number of off-street parking spaces for each specific use to accommodate peak parking demands. Residents of the assisted living facility will not have personal vehicles. This significantly reduces the need for parking spaces. As such, provided parking spaces are supplied for staff and guests. The provided Trip Generation and Parking Statement, prepared by DC Engineers, Inc., demonstrates that sufficient parking will be provided to meet the peak parking demands for the proposed assisted living facility. As such, the variance is in harmony with the general purpose and intent of the Code of Ordinances and preserves its spirit.

7. *The Variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare.*

The variance will not adversely affect the health or safety of persons residing or working in the neighborhood and will not be injurious to property or otherwise be detrimental to the public welfare. The variance will improve conditions in the neighborhood by allowing the development of an assisted living facility in a manner compatible with the nearby commercial developments and residential uses. The proposed development will not have any adverse effects on the health and safety of persons residing or working in the neighborhood as adequate parking on the subject property has been provided, and will not be injurious to property or other improvements. Further, the variance is not otherwise detrimental to the public welfare.

8. *The Variance is consistent with the Comprehensive Plan.*

The variance is consistent with the City's Comprehensive Plan. The "Community Facilities" future land use designation is consistent with the PF (Public Facilities) zoning classification of the subject property. Additionally, the proposed assisted living facility development meets the following goals, policies and objectives of the Future Land Use Element of the City's Comprehensive Plan:

- Policy 1.5 - The City will continue to promote “quality development” in all land use categories by the establishment and implementation of design criteria and development standards in the Land Development Code (LDC) which promote the highest standards of urban development and community aesthetics.
- Policy 2.2 - Facilities and services must meet the level of service standards established by this Comprehensive Plan. Facilities and services must be available concurrent with development or development orders, and permits issued by the City must be specifically conditioned on the availability of facilities and services necessary to serve the proposed development.
- Policy 11.2 - The City’s Land Development regulations shall continue to require safe and convenient onsite traffic circulation and adequate off-street parking.
- Policy 12.7 - The City should ensure that development proposals utilize design standards in the land development regulations to maintain and enhance the design aesthetic and create a sense of place.

It is the opinion of the Director of Community Development that the request for variances meet each of the general variance review standard conclusions based on findings of fact supported by competent, substantial, and material evidence. The Director of Community Development supports the petition based on the fact that owing to special circumstances or conditions beyond the landowner’s control, the literal application of the standards would result in undue and unique hardship to the landowner and the deviation would not be contrary to the public.

CONCLUSION: This item supports Goal #4 of the City of Tamarac’s 2040 Strategic Plan, “Tamarac is Vibrant.” The approval of the variance will allow for the development of the vacant subject property thereby providing an opportunity to revitalize the appearance, image, and attractiveness of the community.

This application also supports Policy 1.4 of the Future Land Use Element of the City of Tamarac Comprehensive Plan that states, “The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances.”

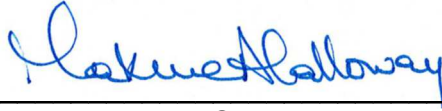
The Director of Community Development recommends that the Mayor and City Commission approve the proposed variance request from the requirements of Section 10-4.3(D)(2), Table 10-4.1, of the City’s Code of Ordinances at its June 23, 2021 meeting with the following condition of approval:

1. Approval of the variance is contingent upon approval of the application for Site Plan (Major) for Parkside Memory Care by the City Commission (Case #12-SP-20).

FISCAL IMPACT: The construction value of the project is estimated between \$14,000,000.00 and \$19,000,000.00.

INTERVENING ACTION: At its June 2, 2021 meeting, the Planning Board voted 3-2 to forward a favorable recommendation of approval for the proposed variance request from the requirements of Section 10-4.3(D)(2), Table 10-4.1, of the City’s Code of Ordinances to the City Commission at its June

23, 2021 meeting with a condition of approval recommended by staff.



Maxine Calloway
Director of Community Development

Attachments: Board Order Approving Variance - Temp Board Order No. 47
 Variance Narrative/Justification Statement
 Location Map
 Site Plan
 Trip Generation and Parking Statement
 Traffic and Parking Statement Review

MAC:RWJ

Prepared by and Return to:
City Attorney
CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

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**BEFORE THE CITY COMMISSION
CITY OF TAMARAC, FLORIDA**

**HEARING DATE: June 23, 2021
CASE NO. 1-B-21**

IN RE: The Application of: Parkside Memory Care ALF
7501 NW 76 Street, Tamarac, Florida

Property Folio Identification Number: 494103230030

Property Legal Description:

Tract A less the North 20 feet of the West 85 feet, and all of Tract C, SOUTHERN BELL-TAMARAC, according to the Plat thereof, as recorded in Plat Book 89, Page 39, of the Public Records of Broward County.

BOARD ORDER APPROVING VARIANCE

Clifford R. Loutan, P.E., and Deena Gray, Esq., designated agents for the property owner, Serena Properties Pembroke Pine LLC (the “Applicant”) filed an application with the City of Tamarac (“City”) Department of Community Development seeking approval of the following Variances:

Variance Request: Section 10-4.3(D)(2), Table 10-4.1, Code of Ordinances:

A variance from Section 10-4.3(D)(2), Table 10-4.1, Minimum Number of Off-Street Parking Spaces, to allow for a minimum parking required of thirty-seven (37) parking spaces for a 43,000 square foot Assisted Living Facility in lieu of a minimum of ninety (92) parking spaces.

Notice of the request for the Variance was given as required by law. The City Commission of the City of Tamarac (“Commission”) has identified that the property located at 7501 NW 76 Street, Tamarac, Florida (the “Property”) is located in the (PF), Public Facilities Zoning District.

Pursuant to the authority contained in Section 10-5.4(Q) of the City of Tamarac Code of Ordinances, the Planning Board has reviewed the application, held a quasi-judicial public hearing on **June 2, 2021**, and recommend to the City Commission, **APPROVAL OF THE APPLICATION WITH CONDITIONS**.

Following consideration of all testimony and evidence presented at the City Commission hearing on **June 23, 2021**, 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 Commission finds as follows:

1. That special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot) pertaining to the particular property for which the Variance is sought, that do not generally apply to other property subject to the standard from which the Variance is sought.
2. The special conditions and circumstances referred to above are not the result of the actions of the landowner.
3. Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought, and would result in unnecessary and undue hardship on the landowner.
4. The Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought.
5. The extent of the Variance is the minimum necessary to allow a reasonable use of the property.
6. The Variance is in harmony with the general purpose and intent of this Code and preserves its spirit.
7. The Variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare.
8. The Variance is consistent with the Comprehensive Plan.

Pursuant to the authority contained in Section 10-5.4 (Q) of the City of Tamarac Code of Ordinances, the Applicants’ request for Variance approval as outlined is hereby **GRANTED** subject to the following condition:

1. Approval of the variance is contingent upon approval of the application for Site Plan (Major) for Parkside Memory Care ALF, Case #12-SP-20, by the City Commission.

This document shall be recorded in the public records of Broward, County, Florida.

DONE and ORDERED this _____ day of _____, 2021, in Tamarac, Florida.

CITY COMMISSION
CITY OF TAMARAC, FLORIDA

By: _____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

JENNIFER JOHNSON, 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 _____, 2021.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

May 3, 2021

Parkside Assisted Living Facility
Variance Narrative/Justification Statement

On behalf of Serena Properties Pembroke Pines, LLC (the “Applicant”), please accept this request for consideration of the proposed variance application. The Applicant is the owner of approximately 2.32 acres of vacant land located at the northeast corner of University Drive and NW 76th Street in the City of Tamarac (“City”). The property can be further identified by Broward County Property Appraiser folio number 494103230030 (the “Subject Property”). The Applicant has submitted a site plan application in connection with this variance application for a proposed Parkside Assisted Living Facility (“Parkside ALF”) that will serve memory care residents only. The Applicant is requesting a variance from the landscape buffer requirements pursuant Section 10-4.4(D)(3)(c)(i) of the City’s Land Development Code (“City Code”) and a parking reduction pursuant to Table 10-4.1 of the City Code as more specifically described below.

- I. **Landscape Buffer.** The site data regulations of the City’s Code require a 25 foot landscape buffer along the east and north sides of the Subject Property that abut R-2 and R-3 residential properties. The Applicant is proposing a variance from the required 25 foot landscape buffer on the east and north sides of the Subject Property, as referenced in Code section 10-4.4(D)(3)(c)(i). The Applicant is proposing a 14 foot landscape buffer to the east and a 13 foot landscape buffer to the north.

- II. **Parking Reduction.** The City Code requires one (1) parking space per 400 square feet for assisted living facilities for a total of 108 spaces for the proposed Parkside ALF. Per the trip generation and parking statement provided by

transportation engineer J. Suzanne Danielson, the Applicant meets the criteria in City Code Section 10-4.3(F)(6)(a) as the proposed use is located within 1,000 feet of a bus or rapid transit stop which allows for the City's Director of Community Development to authorize up to a 15 percent reduction in the minimum number of off-street parking spaces required by Table 10-4.1. A fifteen (15) percent reduction reduces the required parking spaces by a total of 16 spaces, bringing the total required parking spaces to 92 spaces. As such, the Applicant is requesting a variance from the parking requirements from Table 10-4.1 to reduce the amount of required parking spaces from 92 parking spaces to 37 parking spaces (35 regular and 2 handicap). Per the parking statement, "37 parking spaces, as proposed, may be appropriate for the Parkside ALF and memory care facility. The number of parking spaces proposed is further supported by the comparable parking supply rate observed at the nearby *Wickshire Tamarac* assisted living and memory care center." Pursuant to the traffic and parking statement review by TrafTech Engineering, Inc., "we concur that the proposed parking supply should be adequate to meet the anticipated parking demand at the Parkside ALF Memory Care facility."

The requested variances satisfy the review criteria established by the City in Section 5.4(Q)(4)(a) of the Code as set forth below.

- i. **There are special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot pertaining to the particular property for which the Variance is sought, that do not generally apply to other property subject to the standard form from which the Variance is sought;**

a. Landscape Buffer Requirement Variance from Section 10-4.4(D)(3)(c)(i)

- i. The Subject Property is L-shaped configured lot that wraps around a commercial development to the southeast and is adjacent to residential uses to the east and northeast. The shape and size of the lot in connection with the City's landscape buffer requirements create a unique condition that hinder development of the Subject Property.

b. Parking Variance from Table 10-4.1

- i. The Subject Property lies on an L shaped lot that wraps around a commercial development to the southeast and is adjacent to residential uses to the east and northeast. The shape and size of the lot in connection with the current parking Code requirements create a unique condition that hinder development of the Subject Property.

ii. **The special conditions and circumstances referred to above are not the result of the actions of the landowner;**

a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)

- i. The conditions referred to above are not the result of the actions of the Applicant. Due to the unusual L-shape configuration of the Subject Property, it is not feasible to meet the requirements for a 25 foot landscape buffer to the east and northeast as the lot dimensions drastically limit the potential development area of the Subject Property. The proposed variances will allow the Applicant to develop a currently vacant parcel into an attractive memory care assisted living facility.

b. Parking Variance from Code Table 10-4.1

- i. The conditions referred to above are not the result of the actions of the Applicant. As discussed above, the unusual L-shape configuration of the Subject Property makes it impossible to meet the requirements for 108 parking spaces (92 parking spaces following the fifteen (15) percent reduction) for the proposed Parkside ALF as the lot dimensions drastically limit the potential development area of the Subject Property. The proposed variances and site plan will allow the Applicant to transform the existing vacant parcel into an aesthetically-pleasing assisted living facility in the community.

iii. **Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought, and would result in unnecessary and undue hardship on the landowner;**

a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)

- i. As mentioned above, the Code currently requires a 25 foot landscape buffer between the proposed development and the residential properties located to the east and northeast. The Applicant is proposing a 14 foot landscape buffer to the east and 13 foot landscape buffer to the north. The Subject Property lies on an L-shaped lot that wraps around a commercial development to the southeast and is adjacent to residential uses to the east and northeast. The shape and size of the lot in connection

with the current landscape buffer Code requirement create a unique condition that restricts development of the Subject Property. The Subject Property will be well buffered as shown on the attached plans. In this regard, the literal application of the Code would significantly limit the potential development area of the Subject Property.

b. Parking Variance from Code Table 10-4.1

- i. As mentioned above, the Code requires 108 parking spaces (92 parking spaces after the fifteen (15) percent reduction). The strict and literal implementation of the Code that requires 1 space per 400 square feet of building, would produce a result that is inconsistent with municipal intent as the parking space requirements as set forth in the City Code would create a surplus of parking spaces that would not be utilized even during peak demand.

The proposed Parkside ALF is for memory care residents only. As such, the future residents will not have vehicles which significantly reduces the need for parking spaces. As such, the vehicles needed would only be for staff and guests. As described in more detail below, the Applicant demonstrated that sufficient parking will be provided to meet the peak parking demands for the proposed Parkside ALF. In this regard, the literal application of the City Code would significantly limit the potential development area of the Subject Property.

iv. **The Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought;**

- a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)

- i. Granting of the proposed landscape buffer variance will not confer any special privilege to the Applicant, and will only allow the Applicant to develop the Subject Property in a manner consistent with the nearby commercial developments and residential uses. Strict application of the City Code would deprive the Applicant of reasonable use of the Subject Property.
- b. Parking Variance from Code Table 10-4.1
 - i. Granting of the proposed parking reduction will not confer any special privilege to the Applicant, and will only serve to allow the Applicant to develop the Subject Property in a manner consistent with the nearby commercial developments and residential uses. Strict application of the City Code would deprive the Applicant of reasonable use of the Subject Property.
- v. **The extent of the Variance is the minimum necessary to allow a reasonable use of the property;**
 - a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)
 - i. The requested variance is the minimum necessary to make reasonable use of the Subject Property. The limited site area prevents alternative design options that would eliminate the necessity for the variance. The variance is necessary to afford relief to the Applicant while preserving the character, health, safety, and welfare of the proposed development. The granting of the requested variance to allow for the 14 foot landscape buffer to the east and 13 foot landscape buffer to the north is consistent with the neighboring landscape buffers, is necessary for the reasonable use of the

Subject Property and the variance requested is the minimum variance to accomplish this purpose. The requested variance to allow for a 14 foot landscape buffer along the eastern property line and 13 foot landscape buffer along the northern property line is the minimum necessary to allow a reasonable use of the Subject Property and will afford a consistent and contiguous appearance while also providing screening and buffering.

b. Parking Variance from Code Table 10-4.1

- i. The requested variance is the minimum necessary to make reasonable use of the Subject Property. The limited site area prevents alternative design options that would eliminate the necessity for the variance. The variance is necessary to afford relief to the Applicant while preserving the character, health, safety, and welfare of the proposed development. The granting of the requested variance to allow for the 37 parking spaces is consistent with the proposed use of the property and is necessary for the reasonable use of the Subject Property. The variance requested is the minimum variance to accomplish this purpose and is the minimum necessary to allow a reasonable use of the Subject Property. As indicated in the trip generation and parking statement, “the number of parking spaces proposed is further supported by the comparable parking supply rate observed at the nearby *Wickshire Tamarac* assisted living and memory care center.” The proposed Parkside ALF is for memory care residents only. As such, future residents will not have vehicles which significantly reduces the need for parking spaces. As such, the vehicles needed are for staff and guests. As described in more detail below, the Applicant demonstrated that sufficient parking will be provided to meet the peak parking demands for the proposed Parkside ALF.

vi. The Variance is in harmony with the general purpose and intent of this Code and preserves its spirit;

a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)

- i. Approval of the variance will allow the Applicant to develop the Subject Property to be harmonious with the general intent of the Code and facilitate an important and efficient use of the Subject Property. The site plan application reflects significant landscaping and buffering proposed along the eastern and northern property lines.

b. Parking Variance from Code Table 10-4.1

- i. Approval of the variances will allow the Applicant to develop the Subject Property to be harmonious with the general intent of the Code and facilitate an important and efficient use of the Subject Property. The Applicant is proposing an appropriate parking space count that would adequately serves the proposed development of the Subject Property and the proposed use.

vii. The Variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare; and

a. Landscape Buffer Requirement Variance from Section 10-4.4(D)(3)(c)(i)

- i. The proposed variances will allow the Applicant to develop a vacant parcel into an

attractive memory care assisted living facility and provide an additional housing option within the City for individuals requiring specific care. The variances will improve conditions in the neighborhood by allowing the Applicant to develop an assisted living facility in a manner compatible with the nearby commercial developments and residential uses. The proposed variances and development are designed with consideration of adjacent drainage and natural features as well as neighboring developments. The Applicant and appropriate consultants will work to ensure development of the Subject Property does not result in any adverse environmental impacts on the area. For these reasons, the proposed variances will not have a negative impact on the living conditions in the neighborhood of the Subject Property or the surrounding area.

b. Parking Variance from Table 10-4.1

- i. The proposed variances will allow the Applicant to develop a vacant parcel into an attractive memory care assisted living facility and provide an additional housing option within the City for individuals requiring specific care. The variances will improve conditions in the neighborhood by allowing the Applicant to develop an assisted living facility in a manner compatible with the nearby commercial developments and residential uses. The proposed variances and development are designed with consideration of adjacent drainage and natural features as well as neighboring developments. The Applicant and appropriate consultants will work to ensure development of the Subject Property does not result in any adverse environmental impacts on the area. For these reasons, the proposed variances will not have a negative impact on the living conditions in the neighborhood of the Subject Property or the surrounding area.

viii. The Variance is consistent with the Comprehensive Plan.

a. Landscape Buffer Requirement Variance from Section 10-4.4(D)(3)(c)(i)

- i. The proposed variances are consistent with the goals, objectives, and policies of the land use element of the City's Comprehensive Plan. The proposed variances, along with the recently submitted site plan application will allow the Applicant to construct the proposed memory care assisted living facility on the Subject Property. The proposed variances are consistent with the following goals, policies, and objectives of the City's 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.
 - Policy 1.10 – A special residential facility is a facility is a facility licensed to serve clients of the Department of Health and Rehabilitation Services which provides a living environment for unrelated residents who operate as a functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.
 - Objective 4 – The City will provide for land use categories in the Future Land Use Element which allow for continued development of housing at a variety of densities,

for a variety of lifestyles.

- 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. Parking Variance from Table 10-4.1

- i. The proposed variances are consistent with the goals, objectives, and policies of the land use element of the City’s Comprehensive Plan. The proposed variances, along with the site plan application will allow the Applicant to construct the proposed memory care assisted living facility on the Subject Property. The proposed variances are consistent with the following goals, policies, and objectives of the City’s 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.
 - Policy 1.10 – A special residential facility is a facility is a facility licensed to serve clients of the Department of Health and Rehabilitation Services which provides a living environment for unrelated residents who operate as a functional equivalent of a

family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.

- Objective 4 – The City will provide for land use categories in the Future Land Use Element which allow for continued development of housing at a variety of densities, for a variety of lifestyles.
- 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.

The requested variances are consistent with the standards of granting a variance as set forth by the City in Section 10-5.4(Q)(4)(a) of the City Code. The Applicant has demonstrated that 1) there are special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot pertaining to the particular property for which the variance is sought, that do not generally apply to other property subject to the standard form from which the variance is sought; 2) the special conditions and circumstances referred to above are not the result of the actions of the landowner; 3) because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the variance is sought, and would result in unnecessary and undue hardship on the landowner; 4) the Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought; 5) the extent of the variance is the minimum necessary to allow a reasonable use of the property; 6) the variance is in harmony with the general purpose and intent of this Code and preserves its spirit; (7) the

variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare; and (8) the variance is consistent with the Comprehensive Plan.

The Applicant respectfully requests the City grant the requested variances. Please contact me at (954) 527-2443 should you have any questions related to this request.

Case No. 1-FLX-21, 1-B-21, & 12-SP-20

Maxine Calloway, Director
Community Development
7525 NW 88 Avenue
Tamarac, FL 33321
Telephone (954) 597-3530

K:\PROJECTS\20-xxx\20-4010\dwg\4010sp.dwg
PLOT DATE: 5/4/2021 5:18:54 PM BY: Andy Venneman
LAYOUT: [C1]

APPLICABLE CODE REFERENCES:			
JURISDICTION	CITY OF TAMARAC		
ADDRESS	7501 NW 76th STREET, TAMARAC, FL 33321		
ZONING	PF - PUBLIC FACILITY		
LAND USE	VACANT		

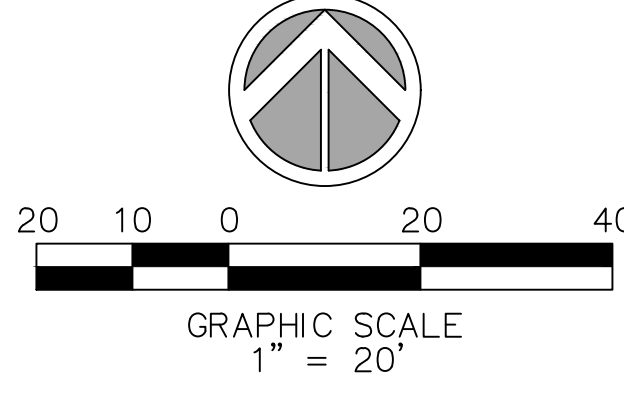
SITE DATA			
	AREA (S.F.)	AREA (ACRES)	PERCENTAGE
PERVIOUS:			
GREEN	38180	0.88 AC.	37.7%
IMPERVIOUS:			
PAVEMENT & SIDEWALK	39472	0.91 AC.	38.9%
BUILDING AREA	23,725	0.54 AC.	23.4%
TOTAL SITE AREA	101,377	2.33 AC.	100.0%

SETBACKS	REQUIRED	PROVIDED
FRONT (UNIVERSITY DR)	30'	153.56'
FRONT (NW 76TH ST)	30'	53.59'
SIDE (NORTH)	30'	33.52'
SIDE (EAST)	30'	49.9'

PARKING CALCULATION: TABLE 10-4.1 GROUP LIVING: 1 SPACE/400 S.F.	
REQUIRED PARKING	108 SPACES
REDUCED PARKING DEMAND STRATEGY (SECTION 10-4.3):	
TRANSIT ACCESSIBILITY: 15% REDUCTION (WITHIN 1000' OF A BUS STOP)	16 SPACES REDUCTION
TOTAL PARKING REQUIRED	92 SPACES
PROVIDED PARKING	
TOTAL PARKING PROVIDED (35 REGULAR & 2 A.D.A.)	37 SPACES
BICYCLE PARKING:	
REQUIRED: 4 BIKE PARKING/10 SPACES OR 20 BIKE RACKS	
PROVIDED: 20 BICYCLE PARKING	
LOADING	
REQUIRED LOADING: LESS THAN 50,000 S.F.	1 SPACE
PROVIDED LOADING: 12' X 25'	1 SPACE

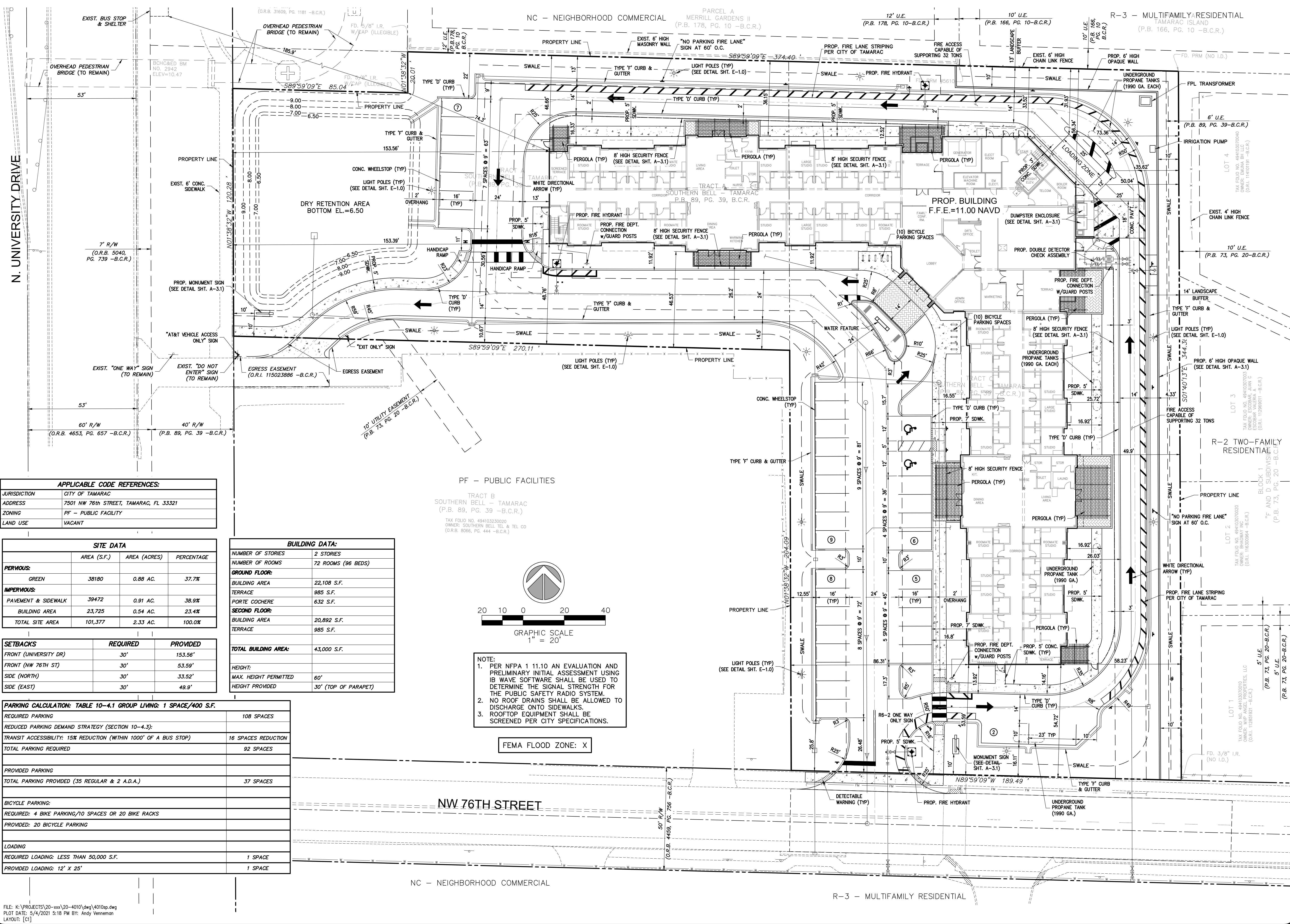
BUILDING DATA:	
NUMBER OF STORIES	2 STORIES
NUMBER OF ROOMS	72 ROOMS (96 BEDS)
GROUND FLOOR:	
BUILDING AREA	22,108 S.F.
TERRACE	985 S.F.
PORTE COCHERE	632 S.F.
SECOND FLOOR:	
BUILDING AREA	20,892 S.F.
TERRACE	985 S.F.
TOTAL BUILDING AREA:	43,000 S.F.
HEIGHT:	
MAX. HEIGHT PERMITTED	60'
HEIGHT PROVIDED	30' (TOP OF PARAPET)

PF - PUBLIC FACILITIES
TRACT B
SOUTHERN BELL - TAMARAC
(P.B. 89, PG. 39 -B.C.R.)
TAX FOLD NO. 494103230200
OWNER: SOUTHERN BELL TEL & TEL CO
(O.R.B. 8066, PG. 444 -B.C.R.)



- NOTE:
- PER NFPA 1 11.10 AN EVALUATION AND PRELIMINARY INITIAL ASSESSMENT USING IB WAVE SOFTWARE SHALL BE USED TO DETERMINE THE SIGNAL STRENGTH FOR THE PUBLIC SAFETY RADIO SYSTEM.
 - NO ROOF DRAINS SHALL BE ALLOWED TO DISCHARGE ONTO SIDEWALKS.
 - ROOFTOP EQUIPMENT SHALL BE SCREENED PER CITY SPECIFICATIONS.

FEMA FLOOD ZONE: X



4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntech.com

Certificate of Auth. #7077LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

STE Sun-Tech
Engineering, Inc.
Engineers - Planners - Surveyors

NO.	DATE	DESCRIPTION

PARKSIDES ALF MEMORY CARE

FLORIDA

TAMARAC

DATE: JULY 2020

SCALE: 1" = 20'

DESIGNED BY: C.R.L.

DRAWN BY: A.E.V.

JOB #: 20-4010

CLIFFORD R. LOUTAN
P.E.
No. 56890
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Date: May 4, 2021

This item has been digitally signed and sealed by
CLIFFORD R. LOUTAN, P.E.
on the date adjacent to the seal.
Printed copies of this document are
not considered signed and sealed and
the signature must be verified on any
electronic copies.

SHEET No.
C1

January 20, 2021

Ms. Seema Lakhani
Serena Properties Pembroke Pines, LLC
18201 SW 52 Court
Southwest Ranches, FL 33331

**Re: Parkside ALF Memory Care - Tamarac, Florida
Trip Generation and Parking Statement**

Dear Ms. Lakhani:

Pursuant to your request, Danielsens Consulting Engineers, Inc. (DC Engineers, Inc.) has prepared this trip generation and parking statement specific to development of a 43,000 square foot, 96-bed assisted living facility (ALF) and memory care center to be constructed at 7620 N. University Drive (SR 817) (along the east side of N. University Drive north of NW 76 Street) within municipal limits of the City of Tamarac, Florida. Figure 1 shows the location of the project site and a current site plan is included as Attachment A.

The following is a summary of our findings.

Trip Generation

Estimates of trip generation were determined using rates and formulae published in the Institute of Transportation Engineers (ITE) report *Trip Generation* (10th Edition). Based upon this information, the weekday, AM peak hour, and PM peak hour trip generation rates for the proposed land use are as follows:

Assisted Living - ITE Land Use #254

- Weekday: $T = 2.60(X)$ (50% in/50% out)
where T = number of trips, X = beds
- AM Peak Hour: $T = 0.19(X)$ (63% in/37% out)
- PM Peak Hour: $T = 0.26(X)$ (38% in/62% out)

Table 1, attached, summarizes trip generation results for the proposed ALF and memory care center. As shown in Table 1, the proposed development is expected to generate 250 vehicle trips per day (vpd) with 18 vehicle trips occurring during the AM peak hour (11 entering and seven (7) exiting) and 25 vehicle trips occurring during the PM peak hour (10 entering and 15 exiting).

It is estimated that these vehicle trips will traverse the project driveways as shown in Figure 2, attached. A two (2)-way, two (2)-lane driveway is proposed along NW 76 Street and a one (1)-lane, one (1)-way (exit only) driveway is proposed within an existing access easement along N. University Drive. The one (1)-way exit only driveway is in use today by the existing Southern Bell facility located south and west of the project site.

Parking Requirement

According to requirements of the City of Tamarac Code of Ordinances (Table 10-4.1), the ALF and memory care center proposed should provide 81 parking spaces as shown below.

Land Use	Intensity	Rate	Parking Spaces
Proposed			
Assisted Living Facility	43,000 sf/96 beds	1/400 sf ⁽¹⁾	108
Transit Accessibility ⁽²⁾			-16
Eligible Alternatives ⁽³⁾			-11
Total			81

(1) Code rate reflected – Group Living.

(2) 15% reduction - within 1000' of a bus stop.

(3) 10% reduction. Van service etc.

The site plan included as attachment A shows that 37 parking spaces are proposed to be located on site.

ITE Parking Rate

Historical data published by the Institute of Transportation Engineers (ITE) in the document *Parking Generation* (5th Edition) has been considered in place of rates provided by the City's Code. We have examined the peak period parking demand under two (2) different variables: number of beds and 1,000 square feet gross floor area (gfa). The table below shows that the average rate of 0.39 parking spaces per bed yields a demand of 37 parking spaces and the average rate of 0.72 parking spaces per 1,000 square feet gross floor area yields 31 spaces. Attachment B includes applicable pages from the ITE document.

Land Use	Intensity	Rate	Parking Spaces
Proposed			
Assisted Living Facility	96 beds	0.39/bed	37
	43,000 sf	0.72/1,000 gfa	31

(1) ITE rate reflected – LUC 254 Assisted Living

Parking at Comparable Site

Wickshire Tamarac (formerly Atria Tamarac), located at 7650 N. University Drive in Tamarac, is a 79,529 square foot assisted living and memory care center located just north of the project site. As requested during our methodology meeting with City staff (held on Tuesday January 5, 2021), the number of parking spaces provided at this site were noted during a field review. The 55 parking spaces observed yield a parking supply rate of one (1) space per 1,446 square feet which is comparable to that proposed: one (1) space per 1,162 sf.

Conclusions

As shown in Table 1, the proposed Parkside ALF and memory care facility is expected to generate 250 vpd with 18 vehicle trips occurring during the AM peak hour (11 entering and seven (7) exiting) and 25 vehicle trips occurring during the PM peak hour (10 entering and 15 exiting).

DC ENGINEERS, INC.

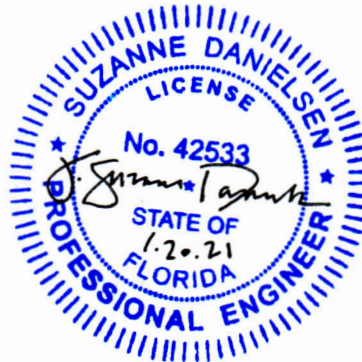
Although the City's Code requires 81 parking spaces as demonstrated above, review of parking generation rates published within ITE's document *Parking Generation* (5th Edition) shows that 37 parking spaces, as proposed, may be appropriate for the Parkside ALF and memory care facility. The number of parking spaces proposed is further supported by the comparable parking supply rate observed at the nearby *Wickshire Tamarac* assisted living and memory care center. The 37 parking spaces proposed are, therefore, expected to adequately accommodate the anticipated parking demand of the Parkside ALF and memory care center.

Of course, please call or email with any questions you may have.

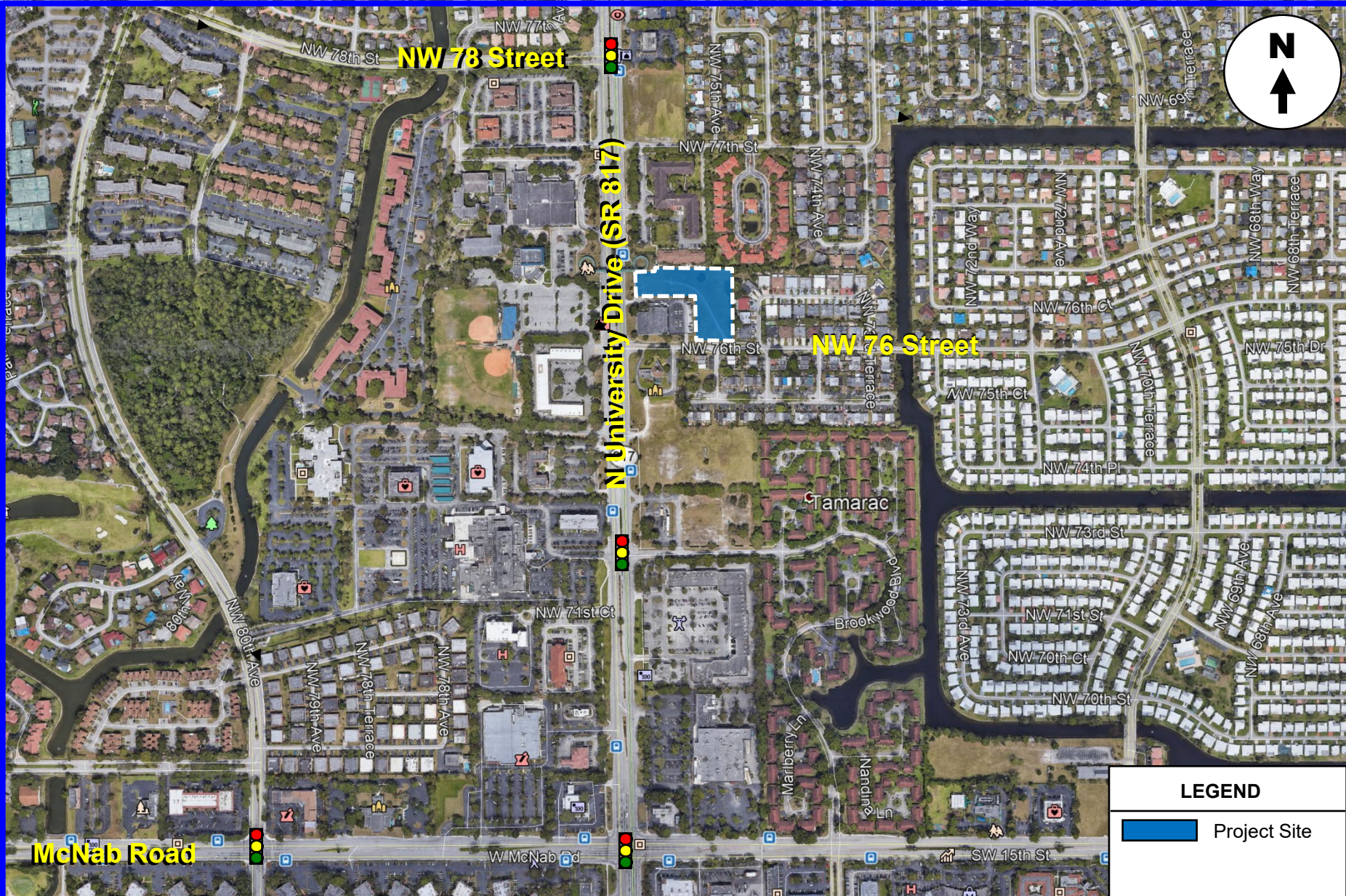
DANIELSEN CONSULTING ENGINEERS, INC.



J. Suzanne Daniels, P.E.
Senior Transportation Engineer



J. Suzanne Daniels, P.E.
Florida Registration Number 42533
Danielsen Consulting Engineers, Inc.
12743 NW 13th Court
Coral Springs, FL 33071
CA # 3202



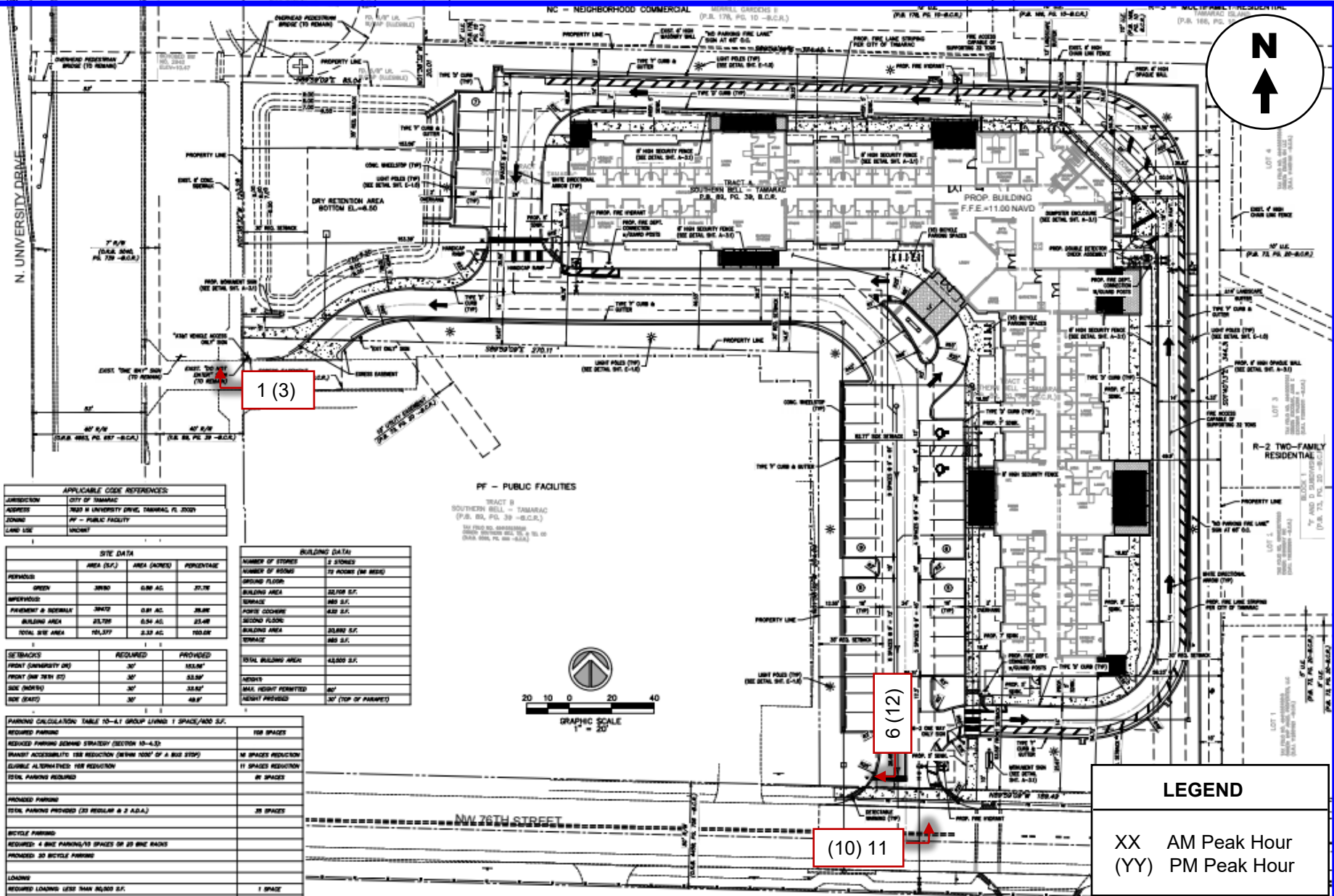


Table 1: Trip Generation Summary Proposed Use

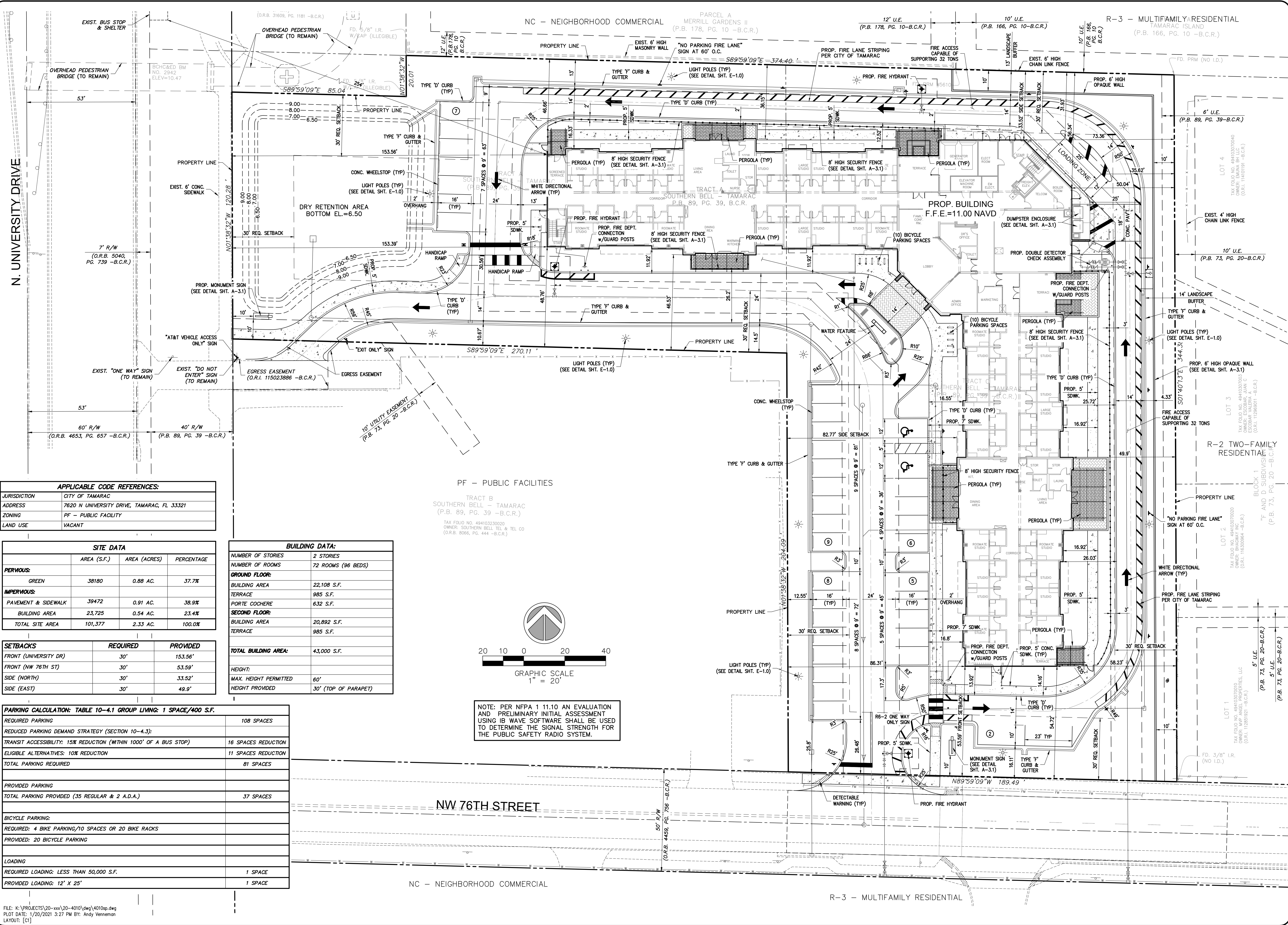
Land Use	Scale	Units	AM Peak Hour			PM Peak Hour			Daily
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	Total Trips
Assisted Living (LUC 254)	96	beds	18	11	7	25	10	15	250
Subtotal			18	11	7	25	10	15	250
Net New Trips			18	11	7	25	10	15	250

Source: ITE Trip Generation Manual (10th Edition)

ATTACHMENT A

Site Plan

K:\PROJECTS\20-4010\dwg\4010sp.dwg, C:\2020\2021\12\11\PM, 11, Sun-Tech Engineering, Inc. (A/E/V), Sun-Tech Engineering, Inc. (A/E/V)



4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntech.com
Certificate of Auth. #7097LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

STE
Sun-Tech
Engineering, Inc.
Engineers - Planners - Surveyors

REVISIONS	
NO.	DESCRIPTION

PARKSIDE ALF MEMORY CARE
TAMARAC

FLORIDA

DATE: JULY 2020
SCALE: 1" = 20'
DESIGNED BY: C.R.L.
DRAWN BY: A.E.V.
JOB #: 20-4010

CLIFFORD R. LOUTAN
PROFESSIONAL ENGINEER
No. 56890
STATE OF FLORIDA

DATE: January 20, 2021
This item has been digitally signed and sealed by
CLIFFORD R. LOUTAN, P.E.
on the date adjacent to the seal.
Printed copies of this document are
not considered signed and sealed and
the signature must be verified on any
electronic copies.

SHEET No.
C1

ATTACHMENT B

LUC 254

Assisted Living (254)

Peak Period Parking Demand vs: Beds

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 11:00 a.m. - 3:00 p.m.

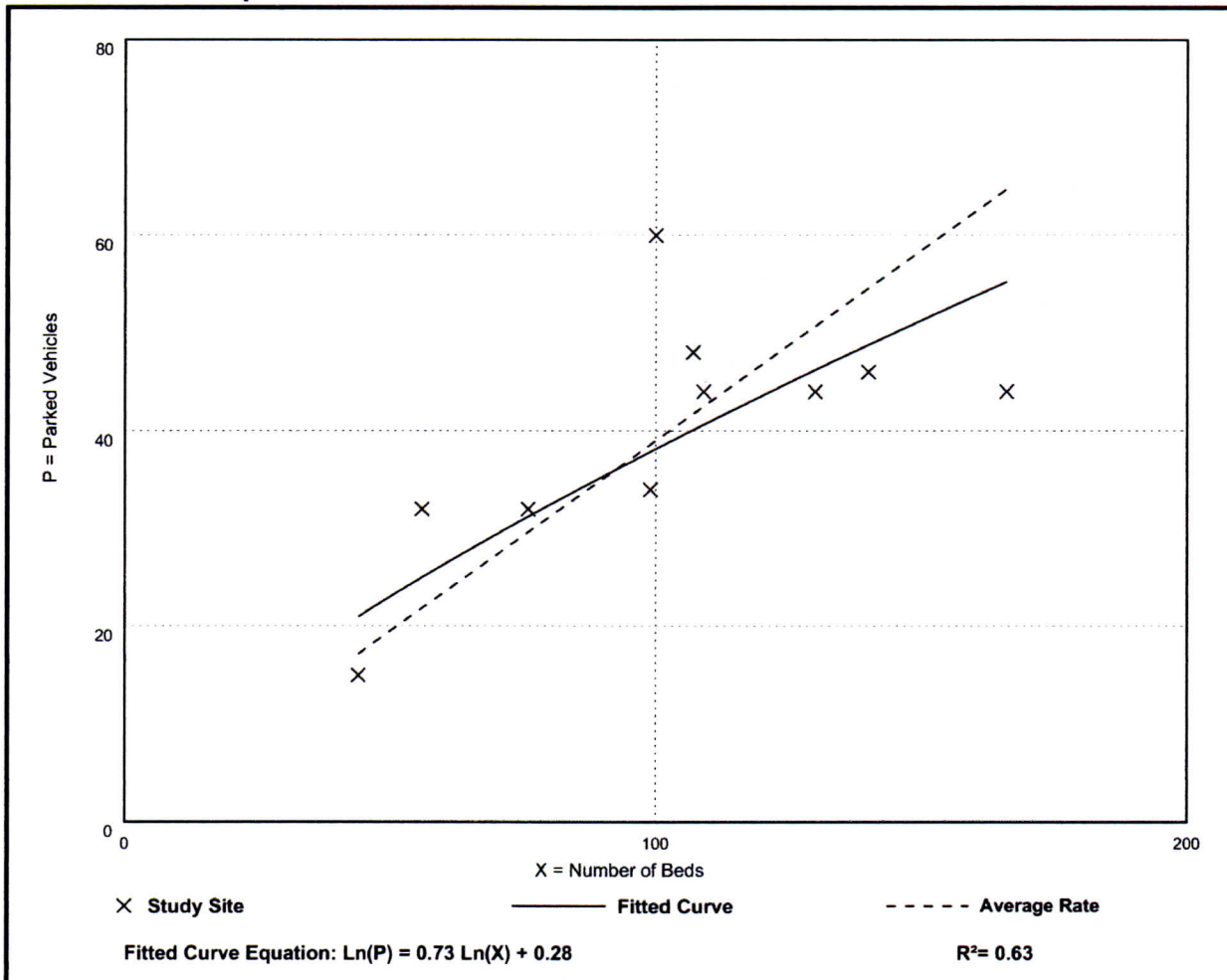
Number of Studies: 10

Avg. Num. of Beds: 103

Peak Period Parking Demand per Bed

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.39	0.27 - 0.60	0.34 / 0.58	***	0.11 (28%)

Data Plot and Equation



Assisted Living (254)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 11:00 a.m. - 3:00 p.m.

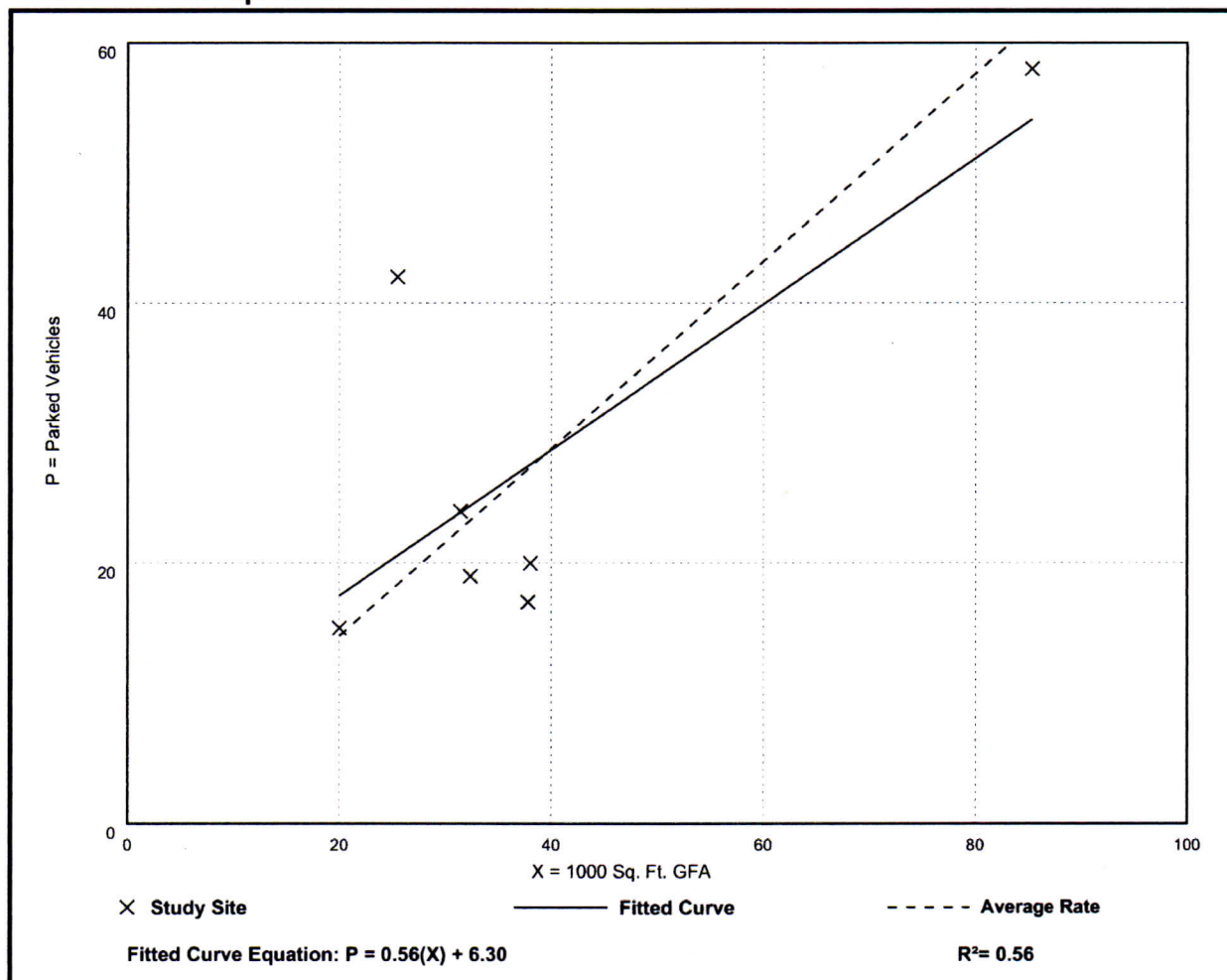
Number of Studies: 7

Avg. 1000 Sq. Ft. GFA: 39

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.72	0.45 - 1.65	0.56 / 1.47	***	0.34 (47%)

Data Plot and Equation



March 12, 2021

Mr. Robert W. Johnson, III
Senior Planner
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

**Re: Parkside ALF Memory Care
Traffic & Parking Statement Review**

Dear Rob:

Traf Tech Engineering, Inc. has reviewed the traffic and parking statement in connection with the proposed Parkside ALF Memory Care facility to be located in the City of Tamarac. The subject site is located generally in the northeast quadrant of the intersection at NW 76th Street and University Drive. The subject property is currently vacant. The referenced traffic and parking statement was prepared by DC Engineers, Inc. and is dated January 20, 2021. Our comments relative to this statement are as follows:

- We have reviewed the trip generation calculations and concur with the results.
- According to the calculations presented in the subject statement, this facility with 96 beds / 43,000 square feet requires 81 parking spaces per City Code. The proposed site plan includes 37 parking spaces. The Applicant has presented parking generation data published by the Institute of Transportation Engineers (ITE) that supports the adequacy of the proposed parking supply. Parking data collected at a similar assisted living facility located immediately north of the subject site also indicates that the proposed parking supply will be adequate. Based upon this information, we concur that the proposed parking supply should be adequate to meet the anticipated parking demand at the Parkside ALF Memory Care facility.

We have no additional comments on the traffic and parking statement at this time. If you have any questions, please do not hesitate to contact us.

Sincerely,

TRAF TECH ENGINEERING, INC.



Karl B. Peterson, P.E.
Senior Transportation Engineer



Title - TBO48 - Parkside Memory Care Variance - Landscape

A Variance from Section 10-4.4(D)(3)(c)(i), Land Development Code, to allow for a buffer area on the nonresidential plot with a minimum continuous depth of thirteen (13) feet of landscape area along a portion of the north property line and fourteen (14) feet of landscape area along the east property line in lieu of a minimum continuous depth of twenty-five (25) feet of landscaping for a property that directly abuts a Residential District.

Commission District(s):

District 4

ATTACHMENTS:

Description	Upload Date	Type
1 - Parkside Memory Care ALF Variance Landscape Memo 1-B-21	6/7/2021	Cover Memo
2 - TBO48 - Board Order Approving Landscaping Variance	6/7/2021	Board Orders
3 - Variance Narrative Justification Statement	6/7/2021	Backup Material
4 - Location Map	6/7/2021	Backup Material
5 - Site Plan	6/7/2021	Backup Material
6 - Trip Generation and Parking Statement	6/7/2021	Backup Material
7 - Traffic and Parking Statement Review	6/7/2021	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21-06-003M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Michael C. Cernech
City Manager

FROM: Maxine A. Calloway,
Director of Community Development

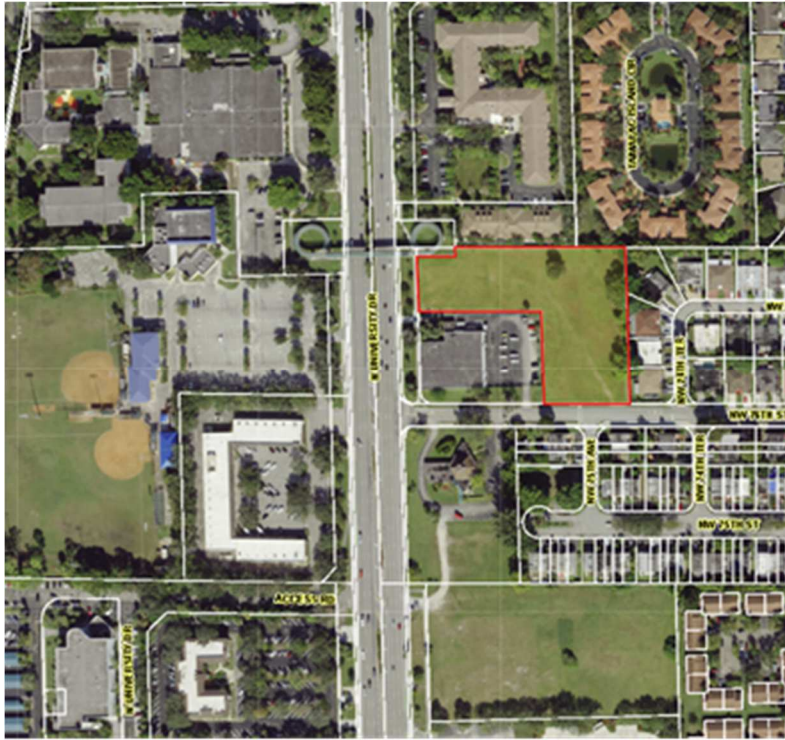
DATE: June 9, 2021

RE: Parkside Memory Care ALF – Variance
TEMP BOARD ORDER NO. 48; CASE#: 1-B-21; MF#:02-18

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed variance request from the requirements of Section 10-4.3(D)(2), Table 10-4.1, and Section 10-4.4(D)(3)(c)(i) of the City's Code of Ordinances at its June 23, 2021 meeting with a condition of approval (see attached Board Order Approving Variance - Temp Board Order No. 48).

ISSUE: Clifford R. Loutan, P.E., and Deena Gray, Esq., designated agents for the property owner, Serena Properties Pembroke Pine LLC, is requesting approval of the following variances (see attached Variance Narrative/Justification Statement):

A variance from Section 10-4.4(D)(3)(c)(i), Code of Ordinances, to allow for a buffer area on the nonresidential plot with a minimum continuous depth of thirteen (13) feet of landscape area along a portion of the north property line and fourteen (14) feet of landscape area along the east property line in lieu of a minimum continuous depth of twenty-five (25) feet of landscaping for a property that directly abuts a Residential District.



Aerial Photograph

LOCATION: The vacant subject property is located adjacent to the north and east of the existing AT&T property on the northeast corner of N University Drive and NW 76 Street (see Aerial Photograph above and attached Location Map). The proposed Assisted Living Facility will be addressed as 7501 NW 76 Street. The property is 2.33 net acres in size, has a current City of Tamarac Future Land Use designation of “Community Facilities” and a zoning classification of PF (Public Facilities).

Surrounding Land Use and Zoning:

- North: Wickshire Tamarac, senior living and memory care facility, zoned NC (Neighborhood Commercial) with a future land use designation of “Commercial,” and Tamarac Island multi-family residential condominium development zoned R-3 (Multi-Family Residential) with a future land use designation of “Low-Medium Residential.”
- South: AT&T Telecommunications facility zoned PF (Public Facilities) with a future land use designation of “Community Facilities” and Greenbrier multi-family residential townhouse development zoned R-3 (Multi-Family Residential) with a future land use designation of “Medium Residential.”
- East: F & D residential duplex subdivision development zoned R-2 (Two-Family Residential) with a City of Tamarac Future Land Use designation of “Low-Medium Residential.”
- West: AT&T Telecommunications facility zoned PF (Public Facilities) with a future land use designation of “Community Facilities” and Tamarac Park Recreation Center zoned RC (Recreation) with a City of Tamarac Future Land Use designation of “Recreation.”

BACKGROUND: The applicant has requested Site Plan Approval (Major) to allow for the development

of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms (see attached Site Plan). The assisted living facility building is proposed at 43,000 square feet in gross floor area.

The subject property abuts a residential district along a portion of the north property line and along the east property line. Properties that directly abut or are directly across from any public right-of-way, canal, other water body, or any other separator from any residential district are required to provide a buffer area on the nonresidential plot. The buffer area is required at a minimum continuous depth of twenty-five (25) feet of landscaped area. A buffer area with a minimum continuous depth of thirteen (13) feet of landscape area is proposed along a portion of the north property line and fourteen (14) feet of landscape area is proposed along the east property line prompting the request for additional variance.

ANALYSIS: A variance means a modification of the zoning ordinance regulations when such variance will not be contrary to the public interest, and when, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. Section 10-5.4(Q), Code of Ordinances, identifies standards to be employed in order for the City Commission to authorize any variance from the terms of the Zoning chapter of the Code of Ordinances and other zoning ordinances.

These standards and the responses to each standard, as it applies to the subject petition, are shown below.

Variance Request: Section 10-4.4(D)(3)(c)(i), Code of Ordinances

1. *Special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot) pertaining to the particular property for which the Variance is sought, that do not generally apply to other property subject to the standard from which the Variance is sought;*

Special conditions and circumstances exist that pertain to the subject property that do not generally apply to other property. The subject property has an irregular “L” shaped configuration that surrounds the existing AT&T Telecommunications property and is adjacent to residential uses to the east and a portion to the north. The shape and size of the lot in relation to the minimum number of off-street parking spaces required creates a unique condition that hinders development of the subject property for the proposed use of an assisted living facility. As such, these circumstances are peculiar to the land and do not generally apply to other property subject to the standard from which the Variance is sought.

2. *The special conditions and circumstances referred to above are not the result of the actions of the landowner;*

The special conditions and circumstances referred to above are not the result of the actions of the landowner. The “L” shaped lot configuration of the subject property does not provide the appropriate area to meet the requirement of a minimum continuous depth of twenty-five (25) feet of landscaping for a property that directly abuts a Residential District. The lot dimensions limit the potential development area of the subject property. As such, the petitioner did not create the special conditions and circumstances referenced above.

3. *Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought, and would result in unnecessary and undue hardship on the landowner;*

Because of the special conditions and circumstances, the literal application of this provision would effectively deprive the landowner of rights commonly enjoyed by other properties and would result in an unnecessary and undue hardship. The literal application of the Code requiring a minimum continuous depth of twenty-five (25) feet of landscaping for a property that directly abuts a Residential District would not allow for a rear access drive around the building. As such, the special conditions and literal enforcement of this provision, would effectively deprive landowner of rights commonly enjoyed by other properties and would result in an unnecessary and undue hardship.

4. *The Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought;*

The variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties as the required solid masonry wall of at least six (6) feet in height is provided within the buffer area, as well as, all required trees and hedges. Granting the variance would not confer any special privilege on the landowner that is denied to other similarly situated properties as other properties are not faced with such significant constraints.

5. *The extent of the Variance is the minimum necessary to allow a reasonable use of the property;*

The variance is the minimum necessary to allow a reasonable use of the property. The limited site area prevents alternative design options that would eliminate the necessity for the variance. The variance is necessary to afford relief from the stringent requirements of the Minimum Landscaping Requirements while preserving the character of the proposed development. The granting of the requested variance to allow for a minimum continuous depth of thirteen (13) feet of landscape area along a portion of the north property line and fourteen (14) feet of landscape area along the east property line is consistent with the proposed use and is necessary for the reasonable use of the subject property. As such, this is the minimum variance necessary to allow a reasonable use of the property.

6. *The Variance is in harmony with the general purpose and intent of this Code and preserves its spirit;*

The general purpose and intent of Section 10-4.4(D)(3)(c)(i), Code of Ordinances, is to protect the residential use from the abutting nonresidential use. This variance is in harmony with the general purpose and intent of this code as all buffer requirements are met with exception to the minimum continuous landscape area depth required. As such, the variance is in harmony with the general purpose and intent of the Code of Ordinances and preserves its spirit.

7. *The Variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare.*

The variance will not adversely affect the health or safety of persons residing or working in the

neighborhood and will not be injurious to property or otherwise be detrimental to the public welfare. The variance will improve conditions in the neighborhood by allowing the development of an assisted living facility in a manner compatible with the nearby commercial developments and residential uses. The proposed development will not have any adverse effects on the health and safety of persons residing or working in the neighborhood as adequate buffering has been provided on the subject property, and will not be injurious to property or other improvements. Further, the variance is not otherwise detrimental to the public welfare.

8. *The Variance is consistent with the Comprehensive Plan.*

The variance is consistent with the City's Comprehensive Plan. The "Community Facilities" future land use designation is consistent with the PF (Public Facilities) zoning classification of the subject property. Additionally, the proposed assisted living facility development meets the following goals, policies and objectives of the Future Land Use Element of the City's 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
- Policy 1.5 - The City will continue to promote "quality development" in all land use categories by the establishment and implementation of design criteria and development standards in the Land Development Code (LDC) which promote the highest standards of urban development and community aesthetics.
- Policy 1.10: A special residential facility is a facility is a facility licensed to serve clients of the Department of Health and Rehabilitation Services which provides a living environment for unrelated residents who operate as a functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.
- 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.

It is the opinion of the Director of Community Development that the request for variances meet each of the general variance review standard conclusions based on findings of fact supported by competent, substantial, and material evidence. The Director of Community Development supports the petition based on the fact that owing to special circumstances or conditions beyond the landowner's control, the literal application of the standards would result in undue and unique hardship to the landowner and the deviation would not be contrary to the public.

CONCLUSION: This item supports Goal #4 of the City of Tamarac's 2040 Strategic Plan, "Tamarac is Vibrant." The approval of the variance will allow for the development of the vacant subject property thereby providing an opportunity to revitalize the appearance, image, and attractiveness of the community.

This application also supports Policy 1.4 of the Future Land Use Element of the City of Tamarac Comprehensive Plan that states, "The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for

compatibility with adjacent land uses as currently required in the Code of Ordinances.”

The Director of Community Development recommends that the Mayor and City Commission approve the proposed variance request from the requirements of Section 10-4.4(D)(3)(c)(i) of the City’s Code of Ordinances at its June 23, 2021 meeting with the following condition of approval:

1. Approval of the variance is contingent upon approval of the application for Site Plan (Major) for Parkside Memory Care by the City Commission (Case #12-SP-20).

FISCAL IMPACT: The construction value of the project is estimated between \$14,000,000.00 and \$19,000,000.00.

INTERVENING ACTION: At its June 2, 2021 meeting, the Planning Board voted 5-0 to forward a favorable recommendation of approval for the proposed variance request from the requirements of Section 10-4.4(D)(3)(c)(i) of the City’s Code of Ordinances to the City Commission at its June 23, 2021 meeting with a condition of approval recommended by staff.



Maxine Calloway
Director of Community Development

Attachments: Board Order Approving Variance - Temp Board Order No. 48
 Variance Narrative/Justification Statement
 Location Map
 Site Plan
 Trip Generation and Parking Statement
 Traffic and Parking Statement Review

MAC:RWJ

Prepared by and Return to:
City Attorney
CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

Space Above This Line for Processing Data

Space Above This Line for Recording

**BEFORE THE CITY COMMISSION
CITY OF TAMARAC, FLORIDA**

**HEARING DATE: June 23, 2021
CASE NO. 1-B-21**

IN RE: The Application of: Parkside Memory Care ALF
7501 NW 76 Street, Tamarac, Florida

Property Folio Identification Number: 494103230030

Property Legal Description:

Tract A less the North 20 feet of the West 85 feet, and all of Tract C, SOUTHERN BELL-TAMARAC, according to the Plat thereof, as recorded in Plat Book 89, Page 39, of the Public Records of Broward County.

BOARD ORDER APPROVING VARIANCE

Clifford R. Loutan, P.E., and Deena Gray, Esq., designated agents for the property owner, Serena Properties Pembroke Pine LLC (the “Applicant”) filed an application with the City of Tamarac (“City”) Department of Community Development seeking approval of the following Variances:

Variance Request: Section 10-4.4(D)(3)(c)(i), Code of Ordinances:

A Variance from Section 10-4.4(D)(3)(c)(i), Land Development Code, to allow for a buffer area on the nonresidential plot with a minimum continuous depth of thirteen (13) feet of landscape area along a portion of the north property line and fourteen (14) feet of landscape area along the east property line in lieu of a minimum continuous depth of twenty-five (25) feet of landscaping for a property that directly abuts a Residential District.

Notice of the request for the Variance was given as required by law. The City Commission of the City of Tamarac (“Commission”) has identified that the property located at 7501 NW 76 Street, Tamarac, Florida (the “Property”) is located in the (PF), Public Facilities Zoning District.

Pursuant to the authority contained in Section 10-5.4(Q) of the City of Tamarac Code of Ordinances, the Planning Board has reviewed the application, held a quasi-judicial public hearing on **June 2, 2021**, and recommend to the City Commission, **APPROVAL OF THE APPLICATION WITH CONDITIONS**.

Following consideration of all testimony and evidence presented at the City Commission hearing on **June 23, 2021**, 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 Commission finds as follows:

1. That special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot) pertaining to the particular property for which the Variance is sought, that do not generally apply to other property subject to the standard from which the Variance is sought.
2. The special conditions and circumstances referred to above are not the result of the actions of the landowner.
3. Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought, and would result in unnecessary and undue hardship on the landowner.
4. The Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought.
5. The extent of the Variance is the minimum necessary to allow a reasonable use of the property.
6. The Variance is in harmony with the general purpose and intent of this Code and preserves its spirit.
7. The Variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare.
8. The Variance is consistent with the Comprehensive Plan.

Pursuant to the authority contained in Section 10-5.4 (Q) of the City of Tamarac Code of Ordinances, the Applicants’ request for Variance approval as outlined is hereby **GRANTED** subject to the following condition:

1. Approval of the variance is contingent upon approval of the application for Site Plan (Major) for Parkside Memory Care ALF, Case #12-SP-20, by the City Commission.

This document shall be recorded in the public records of Broward, County, Florida.

DONE and ORDERED this _____ day of _____, 2021, in Tamarac, Florida.

CITY COMMISSION
CITY OF TAMARAC, FLORIDA

By: _____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

JENNIFER JOHNSON, 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 _____, 2021.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

May 3, 2021

Parkside Assisted Living Facility
Variance Narrative/Justification Statement

On behalf of Serena Properties Pembroke Pines, LLC (the “Applicant”), please accept this request for consideration of the proposed variance application. The Applicant is the owner of approximately 2.32 acres of vacant land located at the northeast corner of University Drive and NW 76th Street in the City of Tamarac (“City”). The property can be further identified by Broward County Property Appraiser folio number 494103230030 (the “Subject Property”). The Applicant has submitted a site plan application in connection with this variance application for a proposed Parkside Assisted Living Facility (“Parkside ALF”) that will serve memory care residents only. The Applicant is requesting a variance from the landscape buffer requirements pursuant Section 10-4.4(D)(3)(c)(i) of the City’s Land Development Code (“City Code”) and a parking reduction pursuant to Table 10-4.1 of the City Code as more specifically described below.

- I. **Landscape Buffer.** The site data regulations of the City’s Code require a 25 foot landscape buffer along the east and north sides of the Subject Property that abut R-2 and R-3 residential properties. The Applicant is proposing a variance from the required 25 foot landscape buffer on the east and north sides of the Subject Property, as referenced in Code section 10-4.4(D)(3)(c)(i). The Applicant is proposing a 14 foot landscape buffer to the east and a 13 foot landscape buffer to the north.

- II. **Parking Reduction.** The City Code requires one (1) parking space per 400 square feet for assisted living facilities for a total of 108 spaces for the proposed Parkside ALF. Per the trip generation and parking statement provided by

transportation engineer J. Suzanne Danielson, the Applicant meets the criteria in City Code Section 10-4.3(F)(6)(a) as the proposed use is located within 1,000 feet of a bus or rapid transit stop which allows for the City's Director of Community Development to authorize up to a 15 percent reduction in the minimum number of off-street parking spaces required by Table 10-4.1. A fifteen (15) percent reduction reduces the required parking spaces by a total of 16 spaces, bringing the total required parking spaces to 92 spaces. As such, the Applicant is requesting a variance from the parking requirements from Table 10-4.1 to reduce the amount of required parking spaces from 92 parking spaces to 37 parking spaces (35 regular and 2 handicap). Per the parking statement, "37 parking spaces, as proposed, may be appropriate for the Parkside ALF and memory care facility. The number of parking spaces proposed is further supported by the comparable parking supply rate observed at the nearby *Wickshire Tamarac* assisted living and memory care center." Pursuant to the traffic and parking statement review by TrafTech Engineering, Inc., "we concur that the proposed parking supply should be adequate to meet the anticipated parking demand at the Parkside ALF Memory Care facility."

The requested variances satisfy the review criteria established by the City in Section 5.4(Q)(4)(a) of the Code as set forth below.

- i. **There are special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot pertaining to the particular property for which the Variance is sought, that do not generally apply to other property subject to the standard form from which the Variance is sought;**

a. Landscape Buffer Requirement Variance from Section 10-4.4(D)(3)(c)(i)

- i. The Subject Property is L-shaped configured lot that wraps around a commercial development to the southeast and is adjacent to residential uses to the east and northeast. The shape and size of the lot in connection with the City's landscape buffer requirements create a unique condition that hinder development of the Subject Property.

b. Parking Variance from Table 10-4.1

- i. The Subject Property lies on an L shaped lot that wraps around a commercial development to the southeast and is adjacent to residential uses to the east and northeast. The shape and size of the lot in connection with the current parking Code requirements create a unique condition that hinder development of the Subject Property.

ii. **The special conditions and circumstances referred to above are not the result of the actions of the landowner;**

a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)

- i. The conditions referred to above are not the result of the actions of the Applicant. Due to the unusual L-shape configuration of the Subject Property, it is not feasible to meet the requirements for a 25 foot landscape buffer to the east and northeast as the lot dimensions drastically limit the potential development area of the Subject Property. The proposed variances will allow the Applicant to develop a currently vacant parcel into an attractive memory care assisted living facility.

b. Parking Variance from Code Table 10-4.1

- i. The conditions referred to above are not the result of the actions of the Applicant. As discussed above, the unusual L-shape configuration of the Subject Property makes it impossible to meet the requirements for 108 parking spaces (92 parking spaces following the fifteen (15) percent reduction) for the proposed Parkside ALF as the lot dimensions drastically limit the potential development area of the Subject Property. The proposed variances and site plan will allow the Applicant to transform the existing vacant parcel into an aesthetically-pleasing assisted living facility in the community.

iii. **Because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the Variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the Variance is sought, and would result in unnecessary and undue hardship on the landowner;**

a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)

- i. As mentioned above, the Code currently requires a 25 foot landscape buffer between the proposed development and the residential properties located to the east and northeast. The Applicant is proposing a 14 foot landscape buffer to the east and 13 foot landscape buffer to the north. The Subject Property lies on an L-shaped lot that wraps around a commercial development to the southeast and is adjacent to residential uses to the east and northeast. The shape and size of the lot in connection

with the current landscape buffer Code requirement create a unique condition that restricts development of the Subject Property. The Subject Property will be well buffered as shown on the attached plans. In this regard, the literal application of the Code would significantly limit the potential development area of the Subject Property.

b. Parking Variance from Code Table 10-4.1

- i. As mentioned above, the Code requires 108 parking spaces (92 parking spaces after the fifteen (15) percent reduction). The strict and literal implementation of the Code that requires 1 space per 400 square feet of building, would produce a result that is inconsistent with municipal intent as the parking space requirements as set forth in the City Code would create a surplus of parking spaces that would not be utilized even during peak demand.

The proposed Parkside ALF is for memory care residents only. As such, the future residents will not have vehicles which significantly reduces the need for parking spaces. As such, the vehicles needed would only be for staff and guests. As described in more detail below, the Applicant demonstrated that sufficient parking will be provided to meet the peak parking demands for the proposed Parkside ALF. In this regard, the literal application of the City Code would significantly limit the potential development area of the Subject Property.

iv. **The Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought;**

- a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)

- i. Granting of the proposed landscape buffer variance will not confer any special privilege to the Applicant, and will only allow the Applicant to develop the Subject Property in a manner consistent with the nearby commercial developments and residential uses. Strict application of the City Code would deprive the Applicant of reasonable use of the Subject Property.
- b. Parking Variance from Code Table 10-4.1
 - i. Granting of the proposed parking reduction will not confer any special privilege to the Applicant, and will only serve to allow the Applicant to develop the Subject Property in a manner consistent with the nearby commercial developments and residential uses. Strict application of the City Code would deprive the Applicant of reasonable use of the Subject Property.
- v. **The extent of the Variance is the minimum necessary to allow a reasonable use of the property;**
 - a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)
 - i. The requested variance is the minimum necessary to make reasonable use of the Subject Property. The limited site area prevents alternative design options that would eliminate the necessity for the variance. The variance is necessary to afford relief to the Applicant while preserving the character, health, safety, and welfare of the proposed development. The granting of the requested variance to allow for the 14 foot landscape buffer to the east and 13 foot landscape buffer to the north is consistent with the neighboring landscape buffers, is necessary for the reasonable use of the

Subject Property and the variance requested is the minimum variance to accomplish this purpose. The requested variance to allow for a 14 foot landscape buffer along the eastern property line and 13 foot landscape buffer along the northern property line is the minimum necessary to allow a reasonable use of the Subject Property and will afford a consistent and contiguous appearance while also providing screening and buffering.

b. Parking Variance from Code Table 10-4.1

- i. The requested variance is the minimum necessary to make reasonable use of the Subject Property. The limited site area prevents alternative design options that would eliminate the necessity for the variance. The variance is necessary to afford relief to the Applicant while preserving the character, health, safety, and welfare of the proposed development. The granting of the requested variance to allow for the 37 parking spaces is consistent with the proposed use of the property and is necessary for the reasonable use of the Subject Property. The variance requested is the minimum variance to accomplish this purpose and is the minimum necessary to allow a reasonable use of the Subject Property. As indicated in the trip generation and parking statement, “the number of parking spaces proposed is further supported by the comparable parking supply rate observed at the nearby *Wickshire Tamarac* assisted living and memory care center.” The proposed Parkside ALF is for memory care residents only. As such, future residents will not have vehicles which significantly reduces the need for parking spaces. As such, the vehicles needed are for staff and guests. As described in more detail below, the Applicant demonstrated that sufficient parking will be provided to meet the peak parking demands for the proposed Parkside ALF.

vi. The Variance is in harmony with the general purpose and intent of this Code and preserves its spirit;

a. Landscape Buffer Requirement Variance from Code 10-4.4(D)(3)(c)(i)

- i. Approval of the variance will allow the Applicant to develop the Subject Property to be harmonious with the general intent of the Code and facilitate an important and efficient use of the Subject Property. The site plan application reflects significant landscaping and buffering proposed along the eastern and northern property lines.

b. Parking Variance from Code Table 10-4.1

- i. Approval of the variances will allow the Applicant to develop the Subject Property to be harmonious with the general intent of the Code and facilitate an important and efficient use of the Subject Property. The Applicant is proposing an appropriate parking space count that would adequately serves the proposed development of the Subject Property and the proposed use.

vii. The Variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare; and

a. Landscape Buffer Requirement Variance from Section 10-4.4(D)(3)(c)(i)

- i. The proposed variances will allow the Applicant to develop a vacant parcel into an

attractive memory care assisted living facility and provide an additional housing option within the City for individuals requiring specific care. The variances will improve conditions in the neighborhood by allowing the Applicant to develop an assisted living facility in a manner compatible with the nearby commercial developments and residential uses. The proposed variances and development are designed with consideration of adjacent drainage and natural features as well as neighboring developments. The Applicant and appropriate consultants will work to ensure development of the Subject Property does not result in any adverse environmental impacts on the area. For these reasons, the proposed variances will not have a negative impact on the living conditions in the neighborhood of the Subject Property or the surrounding area.

b. Parking Variance from Table 10-4.1

- i. The proposed variances will allow the Applicant to develop a vacant parcel into an attractive memory care assisted living facility and provide an additional housing option within the City for individuals requiring specific care. The variances will improve conditions in the neighborhood by allowing the Applicant to develop an assisted living facility in a manner compatible with the nearby commercial developments and residential uses. The proposed variances and development are designed with consideration of adjacent drainage and natural features as well as neighboring developments. The Applicant and appropriate consultants will work to ensure development of the Subject Property does not result in any adverse environmental impacts on the area. For these reasons, the proposed variances will not have a negative impact on the living conditions in the neighborhood of the Subject Property or the surrounding area.

viii. The Variance is consistent with the Comprehensive Plan.

a. Landscape Buffer Requirement Variance from Section 10-4.4(D)(3)(c)(i)

- i. The proposed variances are consistent with the goals, objectives, and policies of the land use element of the City's Comprehensive Plan. The proposed variances, along with the recently submitted site plan application will allow the Applicant to construct the proposed memory care assisted living facility on the Subject Property. The proposed variances are consistent with the following goals, policies, and objectives of the City's 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.
 - Policy 1.10 – A special residential facility is a facility is a facility licensed to serve clients of the Department of Health and Rehabilitation Services which provides a living environment for unrelated residents who operate as a functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.
 - Objective 4 – The City will provide for land use categories in the Future Land Use Element which allow for continued development of housing at a variety of densities,

for a variety of lifestyles.

- 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. Parking Variance from Table 10-4.1

- i. The proposed variances are consistent with the goals, objectives, and policies of the land use element of the City’s Comprehensive Plan. The proposed variances, along with the site plan application will allow the Applicant to construct the proposed memory care assisted living facility on the Subject Property. The proposed variances are consistent with the following goals, policies, and objectives of the City’s 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.
 - Policy 1.10 – A special residential facility is a facility is a facility licensed to serve clients of the Department of Health and Rehabilitation Services which provides a living environment for unrelated residents who operate as a functional equivalent of a

family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.

- Objective 4 – The City will provide for land use categories in the Future Land Use Element which allow for continued development of housing at a variety of densities, for a variety of lifestyles.
- 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.

The requested variances are consistent with the standards of granting a variance as set forth by the City in Section 10-5.4(Q)(4)(a) of the City Code. The Applicant has demonstrated that 1) there are special conditions and circumstances (such as topographic conditions or the narrowness, shallowness, or shape of the lot pertaining to the particular property for which the variance is sought, that do not generally apply to other property subject to the standard form from which the variance is sought; 2) the special conditions and circumstances referred to above are not the result of the actions of the landowner; 3) because of the special conditions and circumstances referred to above, the literal application of this Code to development of the property for which the variance is sought would effectively deprive the landowner of rights commonly enjoyed by other properties subject to the standard from which the variance is sought, and would result in unnecessary and undue hardship on the landowner; 4) the Variance would not confer any special privilege on the landowner that is denied by law to other similarly situated properties subject to the standard from which the Variance is sought; 5) the extent of the variance is the minimum necessary to allow a reasonable use of the property; 6) the variance is in harmony with the general purpose and intent of this Code and preserves its spirit; (7) the

variance would not adversely affect the health or safety of persons residing or working in the neighborhood, be injurious to property or improvements in the neighborhood, or otherwise be detrimental to the public welfare; and (8) the variance is consistent with the Comprehensive Plan.

The Applicant respectfully requests the City grant the requested variances. Please contact me at (954) 527-2443 should you have any questions related to this request.

Case No. 1-FLX-21, 1-B-21, & 12-SP-20

Maxine Calloway, Director
Community Development
7525 NW 88 Avenue
Tamarac, FL 33321
Telephone (954) 597-3530

January 20, 2021

Ms. Seema Lakhani
Serena Properties Pembroke Pines, LLC
18201 SW 52 Court
Southwest Ranches, FL 33331

**Re: Parkside ALF Memory Care - Tamarac, Florida
Trip Generation and Parking Statement**

Dear Ms. Lakhani:

Pursuant to your request, Danielsens Consulting Engineers, Inc. (DC Engineers, Inc.) has prepared this trip generation and parking statement specific to development of a 43,000 square foot, 96-bed assisted living facility (ALF) and memory care center to be constructed at 7620 N. University Drive (SR 817) (along the east side of N. University Drive north of NW 76 Street) within municipal limits of the City of Tamarac, Florida. Figure 1 shows the location of the project site and a current site plan is included as Attachment A.

The following is a summary of our findings.

Trip Generation

Estimates of trip generation were determined using rates and formulae published in the Institute of Transportation Engineers (ITE) report *Trip Generation* (10th Edition). Based upon this information, the weekday, AM peak hour, and PM peak hour trip generation rates for the proposed land use are as follows:

Assisted Living - ITE Land Use #254

- Weekday: $T = 2.60(X)$ (50% in/50% out)
where T = number of trips, X = beds
- AM Peak Hour: $T = 0.19(X)$ (63% in/37% out)
- PM Peak Hour: $T = 0.26(X)$ (38% in/62% out)

Table 1, attached, summarizes trip generation results for the proposed ALF and memory care center. As shown in Table 1, the proposed development is expected to generate 250 vehicle trips per day (vpd) with 18 vehicle trips occurring during the AM peak hour (11 entering and seven (7) exiting) and 25 vehicle trips occurring during the PM peak hour (10 entering and 15 exiting).

It is estimated that these vehicle trips will traverse the project driveways as shown in Figure 2, attached. A two (2)-way, two (2)-lane driveway is proposed along NW 76 Street and a one (1)-lane, one (1)-way (exit only) driveway is proposed within an existing access easement along N. University Drive. The one (1)-way exit only driveway is in use today by the existing Southern Bell facility located south and west of the project site.

Parking Requirement

According to requirements of the City of Tamarac Code of Ordinances (Table 10-4.1), the ALF and memory care center proposed should provide 81 parking spaces as shown below.

Land Use	Intensity	Rate	Parking Spaces
Proposed			
Assisted Living Facility	43,000 sf/96 beds	1/400 sf ⁽¹⁾	108
Transit Accessibility ⁽²⁾			-16
Eligible Alternatives ⁽³⁾			-11
Total			81

(1) Code rate reflected – Group Living.

(2) 15% reduction - within 1000' of a bus stop.

(3) 10% reduction. Van service etc.

The site plan included as attachment A shows that 37 parking spaces are proposed to be located on site.

ITE Parking Rate

Historical data published by the Institute of Transportation Engineers (ITE) in the document *Parking Generation* (5th Edition) has been considered in place of rates provided by the City's Code. We have examined the peak period parking demand under two (2) different variables: number of beds and 1,000 square feet gross floor area (gfa). The table below shows that the average rate of 0.39 parking spaces per bed yields a demand of 37 parking spaces and the average rate of 0.72 parking spaces per 1,000 square feet gross floor area yields 31 spaces. Attachment B includes applicable pages from the ITE document.

Land Use	Intensity	Rate	Parking Spaces
Proposed			
Assisted Living Facility	96 beds	0.39/bed	37
	43,000 sf	0.72/1,000 gfa	31

(1) ITE rate reflected – LUC 254 Assisted Living

Parking at Comparable Site

Wickshire Tamarac (formerly Atria Tamarac), located at 7650 N. University Drive in Tamarac, is a 79,529 square foot assisted living and memory care center located just north of the project site. As requested during our methodology meeting with City staff (held on Tuesday January 5, 2021), the number of parking spaces provided at this site were noted during a field review. The 55 parking spaces observed yield a parking supply rate of one (1) space per 1,446 square feet which is comparable to that proposed: one (1) space per 1,162 sf.

Conclusions

As shown in Table 1, the proposed Parkside ALF and memory care facility is expected to generate 250 vpd with 18 vehicle trips occurring during the AM peak hour (11 entering and seven (7) exiting) and 25 vehicle trips occurring during the PM peak hour (10 entering and 15 exiting).

DC ENGINEERS, INC.

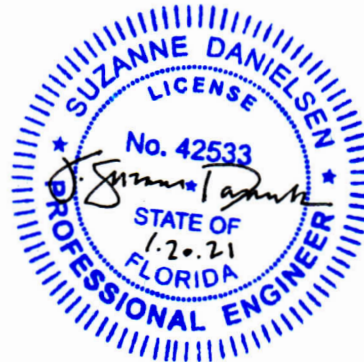
Although the City's Code requires 81 parking spaces as demonstrated above, review of parking generation rates published within ITE's document *Parking Generation* (5th Edition) shows that 37 parking spaces, as proposed, may be appropriate for the Parkside ALF and memory care facility. The number of parking spaces proposed is further supported by the comparable parking supply rate observed at the nearby *Wickshire Tamarac* assisted living and memory care center. The 37 parking spaces proposed are, therefore, expected to adequately accommodate the anticipated parking demand of the Parkside ALF and memory care center.

Of course, please call or email with any questions you may have.

DANIELSEN CONSULTING ENGINEERS, INC.



J. Suzanne Daniels, P.E.
Senior Transportation Engineer



J. Suzanne Daniels, P.E.
Florida Registration Number 42533
Danielsen Consulting Engineers, Inc.
12743 NW 13th Court
Coral Springs, FL 33071
CA # 3202

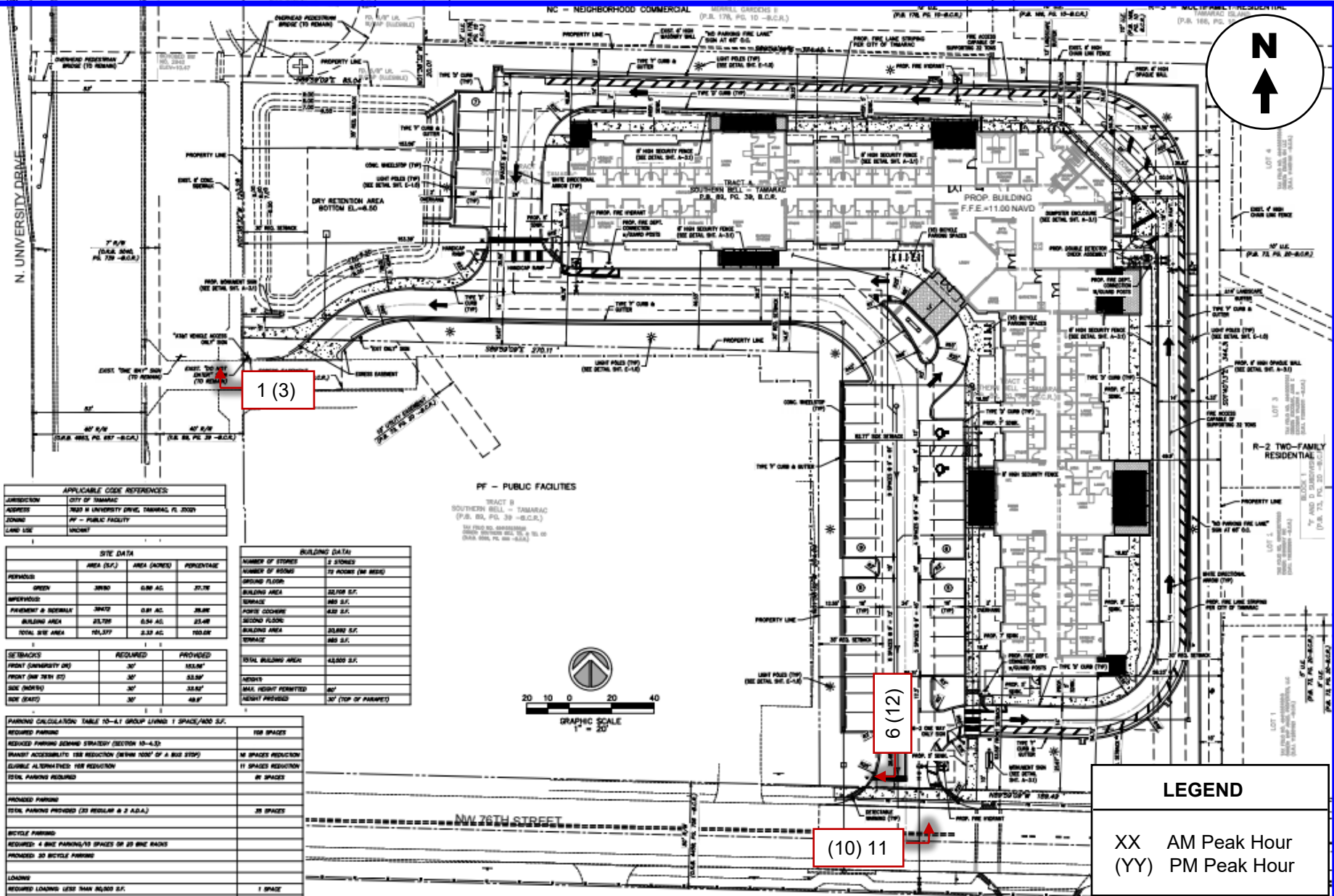


Table 1: Trip Generation Summary Proposed Use

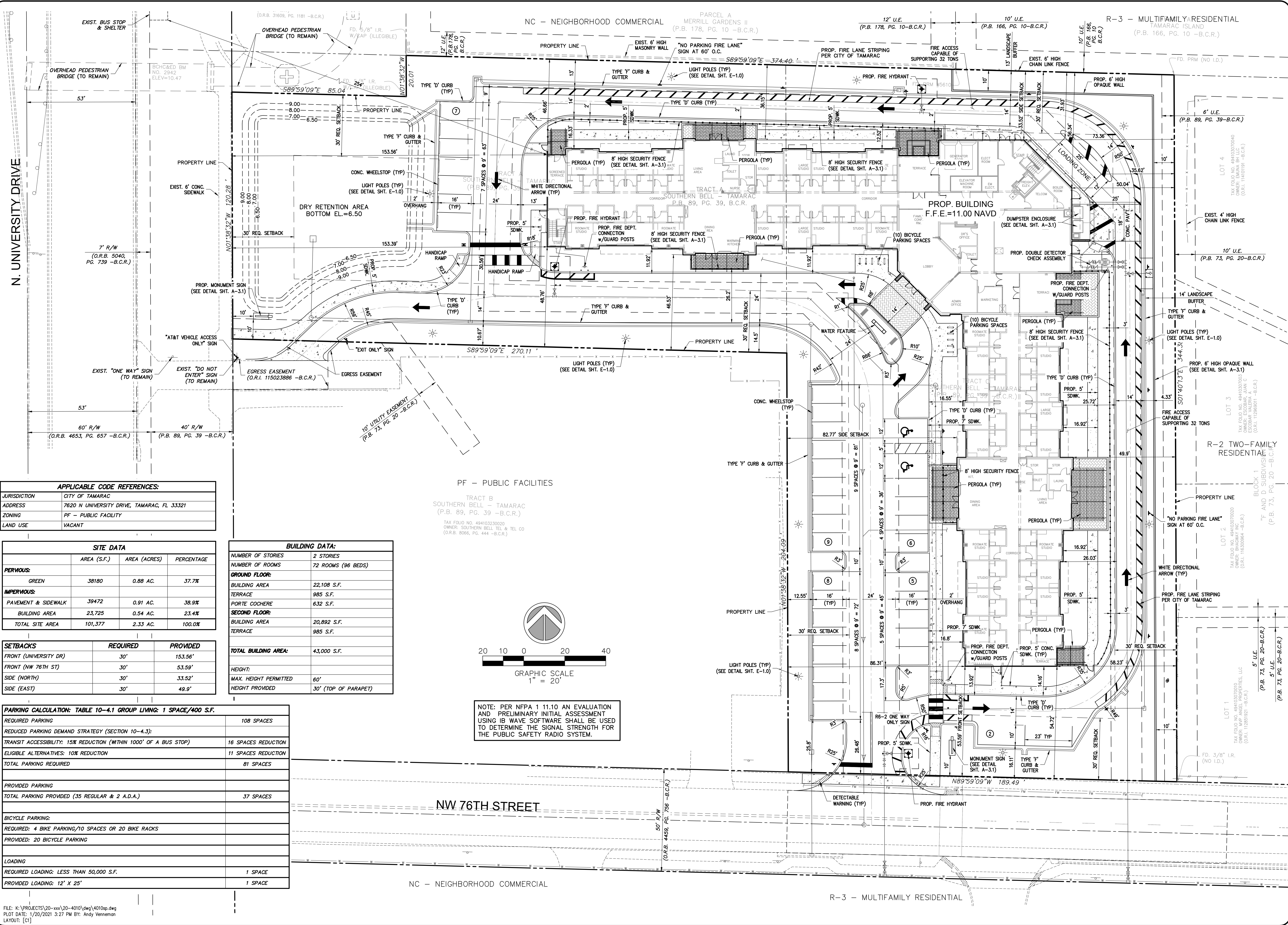
Land Use	Scale	Units	AM Peak Hour			PM Peak Hour			Daily
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	Total Trips
Assisted Living (LUC 254)	96	beds	18	11	7	25	10	15	250
Subtotal			18	11	7	25	10	15	250
Net New Trips			18	11	7	25	10	15	250

Source: ITE Trip Generation Manual (10th Edition)

ATTACHMENT A

Site Plan

K:\PROJECTS\20-4010\dwg\4010sp.dwg, C:\2020\2021\12\11\PM, 11, Sun-Tech Engineering, Inc. (A/E/V), Sun-Tech Engineering, Inc. (A/E/V)



4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntech.com
Certificate of Auth. #7097LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

Sun-Tech
Engineering, Inc.
Engineers - Planners - Surveyors

STE

REVISIONS	
NO.	DESCRIPTION

PARKSIDE ALF MEMORY CARE
TAMARAC

FLORIDA

SITE PLAN

DATE: JULY 2020

SCALE: 1" = 20'

DESIGNED BY: C.R.L.

DRAWN BY: A.E.V.

JOB #: 20-4010

CLIFFORD R. LOUTAN
PROFESSIONAL ENGINEER
No. 56890
STATE OF FLORIDA

DATE: January 20, 2021
This item has been digitally signed and sealed by
CLIFFORD R. LOUTAN, P.E.
on the date adjacent to the seal.
Printed copies of this document are
not considered signed and sealed and
the signature must be verified on any
electronic copies.

SHEET No.
C1

ATTACHMENT B

LUC 254

Assisted Living (254)

Peak Period Parking Demand vs: Beds

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 11:00 a.m. - 3:00 p.m.

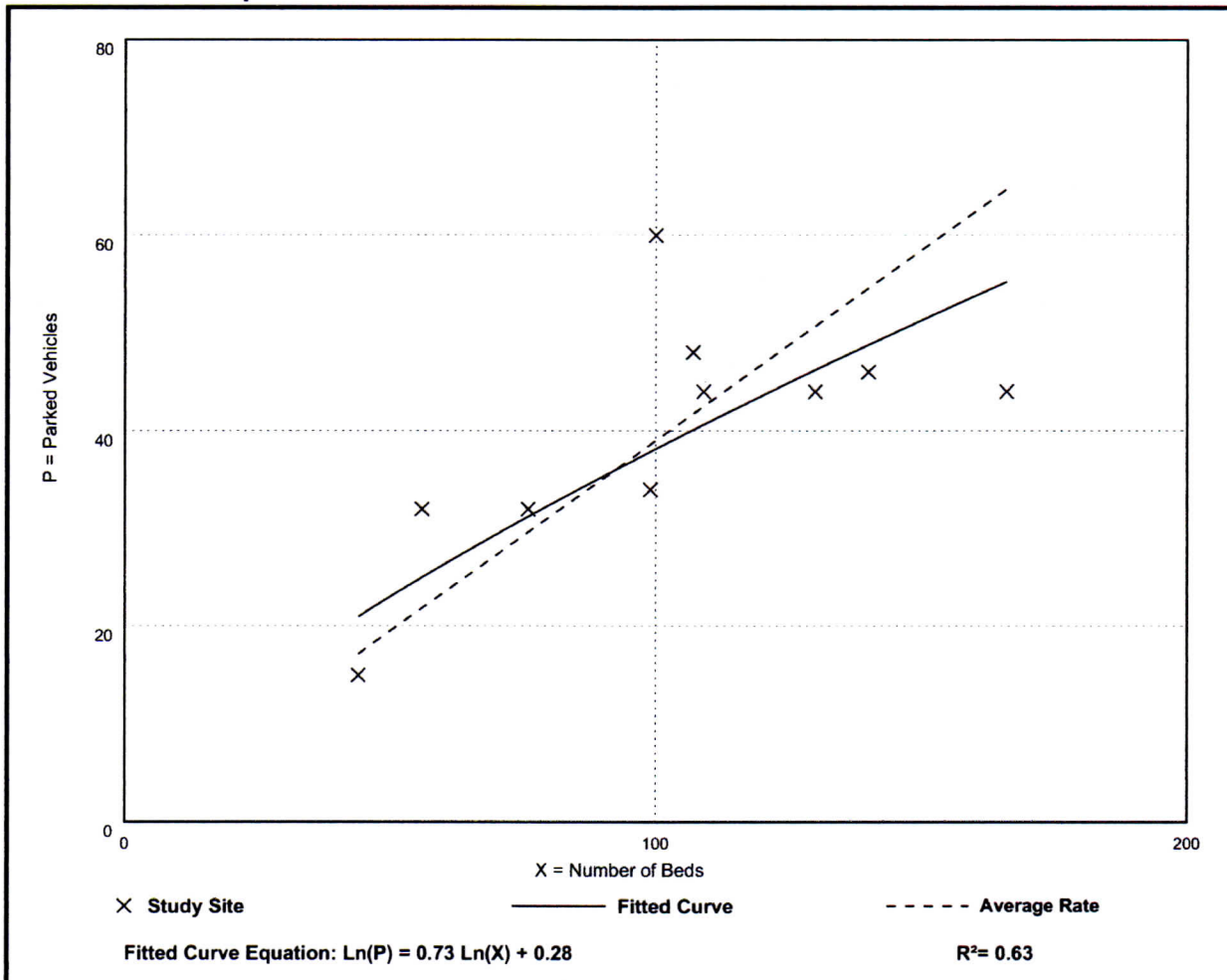
Number of Studies: 10

Avg. Num. of Beds: 103

Peak Period Parking Demand per Bed

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.39	0.27 - 0.60	0.34 / 0.58	***	0.11 (28%)

Data Plot and Equation



Assisted Living (254)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 11:00 a.m. - 3:00 p.m.

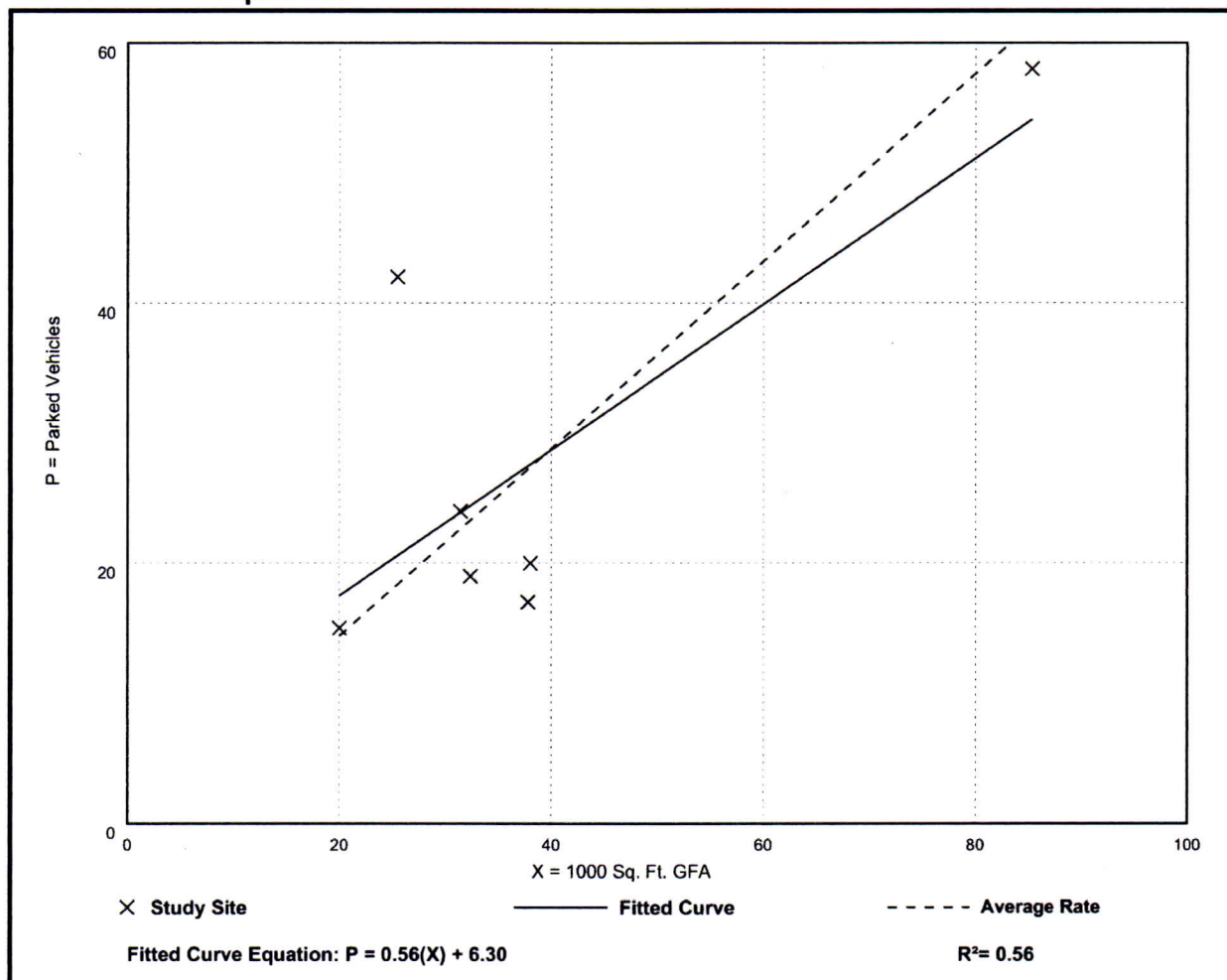
Number of Studies: 7

Avg. 1000 Sq. Ft. GFA: 39

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.72	0.45 - 1.65	0.56 / 1.47	***	0.34 (47%)

Data Plot and Equation



March 12, 2021

Mr. Robert W. Johnson, III
Senior Planner
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

**Re: Parkside ALF Memory Care
Traffic & Parking Statement Review**

Dear Rob:

Traf Tech Engineering, Inc. has reviewed the traffic and parking statement in connection with the proposed Parkside ALF Memory Care facility to be located in the City of Tamarac. The subject site is located generally in the northeast quadrant of the intersection at NW 76th Street and University Drive. The subject property is currently vacant. The referenced traffic and parking statement was prepared by DC Engineers, Inc. and is dated January 20, 2021. Our comments relative to this statement are as follows:

- We have reviewed the trip generation calculations and concur with the results.
- According to the calculations presented in the subject statement, this facility with 96 beds / 43,000 square feet requires 81 parking spaces per City Code. The proposed site plan includes 37 parking spaces. The Applicant has presented parking generation data published by the Institute of Transportation Engineers (ITE) that supports the adequacy of the proposed parking supply. Parking data collected at a similar assisted living facility located immediately north of the subject site also indicates that the proposed parking supply will be adequate. Based upon this information, we concur that the proposed parking supply should be adequate to meet the anticipated parking demand at the Parkside ALF Memory Care facility.

We have no additional comments on the traffic and parking statement at this time. If you have any questions, please do not hesitate to contact us.

Sincerely,

TRAF TECH ENGINEERING, INC.



Karl B. Peterson, P.E.
Senior Transportation Engineer



Title - TR13618 - Parkside Memory Care Major Revised Site Plan

A Resolution of the City Commission of the City of Tamarac, Florida, granting Site Plan Approval (Major) with conditions to allow for the development of a new two (2) story assisted living facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms; for the subject property located at 7501 NW 76 Street, Tamarac, Florida (tract a less the north 20 feet of the west 85 feet, and all of tract C, southern Bell-Tamarac, according to the plat thereof, as recorded in plat book 89, page 39, of the public records of Broward County) (Case No. 12-SP-20); providing for conflicts; providing for severability; and providing for an effective date.

Commission District(s):

District 4

ATTACHMENTS:

Description	Upload Date	Type
1 - Parkside Memory Care MRSP Memo 12-SP-20	6/7/2021	Cover Memo
2 - Temporary Resolution No 13618	6/7/2021	Resolution
3- Project Narrative and Justification Letter	6/7/2021	Backup Material
4 - Location Map	6/7/2021	Backup Material
5 - City of Tamarac - Allocation of Bonus Sleeping Rooms Parkside Memory Care ALF	6/7/2021	Backup Material
6 - Site Plan	6/7/2021	Backup Material
7 - Ground Floor Plan	6/7/2021	Backup Material
8 - Exterior Features Plan	6/7/2021	Backup Material
9 - Second Floor Plan	6/7/2021	Backup Material
10 - WASTE MANAGEMENT LETTER	6/7/2021	Backup Material
11 - Trip Generation and Parking Statement	6/7/2021	Backup Material
12 - Traffic and Parking Statement Review	6/7/2021	Backup Material
13 - Site Landscape Plan	6/7/2021	Backup Material
14 - Exterior Elevations	6/7/2021	Backup Material
15 - Architectural Rendering	6/7/2021	Backup Material
16 - City Architectural Review	6/7/2021	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM 21-06-004M
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Michael C. Cernech
City Manager

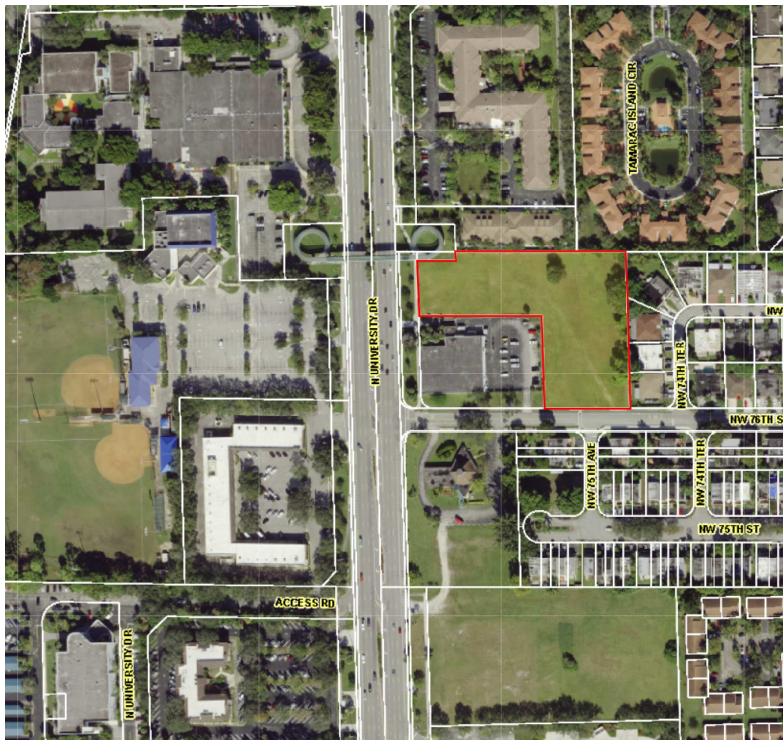
FROM: Maxine A. Calloway,
Director of Community Development

DATE: June 9, 2021

RE: Parkside Memory Care ALF – Site Plan Approval (Major)
TEMP RESOLUTION NO. 13618; CASE#:12-SP-20; MF#:02-18;

RECOMMENDATION: The Director of Community Development recommends that the Mayor and City Commission approve the proposed Site Plan Approval (Major) to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms to the City Commission at its June 23, 2021 meeting with conditions of approval (see attached Temporary Resolution No. 13618).

ISSUE: Clifford R. Loutan, P.E., and Deena Gray, Esq., designated agents for the property owner, Serena Properties Pembroke Pine LLC, is requesting Site Plan Approval (Major) to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms (see attached Project Narrative and Justification Letter).



Aerial Photograph

LOCATION: The vacant subject property is located adjacent to the north and east of the existing AT&T

City Manager
Parkside Memory Care ALF – Site Plan Approval (Major)
12-SP-20 – Temp Resolution No. 13618
June 9, 2021 – Page 2

property on the northeast corner of N University Drive and NW 76 Street (see Aerial Photograph above and attached Location Map). The proposed Assisted Living Facility will be addressed as 7501 NW 76 Street. The property is 2.33 net acres in size, has a current City of Tamarac Future Land Use designation of “Community Facilities” and a zoning classification of PF (Public Facilities).

Surrounding Land Use and Zoning:

- North: Wickshire Tamarac, senior living and memory care facility, zoned NC (Neighborhood Commercial) with a future land use designation of “Commercial,” and Tamarac Island multi-family residential condominium development zoned R-3 (Multi-Family Residential) with a future land use designation of “Low-Medium Residential.”
- South: AT&T Telecommunications facility zoned PF (Public Facilities) with a future land use designation of “Community Facilities” and Greenbrier multi-family residential townhouse development zoned R-3 (Multi-Family Residential) with a future land use designation of “Medium Residential.”
- East: F & D residential duplex subdivision development zoned R-2 (Two-Family Residential) with a City of Tamarac Future Land Use designation of “Low-Medium Residential.”
- West: AT&T Telecommunications facility zoned PF (Public Facilities) with a future land use designation of “Community Facilities” and Tamarac Park Recreation Center zoned RC (Recreation) with a City of Tamarac Future Land Use designation of “Recreation.”

BACKGROUND: On July 11, 2018, the subject property was rezoned from B-1 (Neighborhood Business District) to Public Facilities (PF) pursuant to the City-wide rezoning and revised Land Development Code adoption by the City Commission.

On August 22, 2018, a small scale local land use plan amendment was approved by the City Commission which changed the future land use designation of the subject property from “Utilities” to “Community Facilities”. The previous future land use designation of “Utilities” allowed for utilities, ancillary uses, recreation, non-residential agriculture, and communication facilities but did not allow for special residential facilities. The “Community Facilities” future land use designation allowed for community facilities and special residential facilities such as an assisted living facility.

The small scale local land use plan amendment provided a future land use designation consistent with the zoning of the subject property to allow for the development of an assisted living facility as a Special Residential Facility, Category (3). A Special Residential Facility, Category (3), is defined by the Broward County Land Use Plan as: (a) Any housing facility licensed by the State of Florida for more than sixteen (16) non-elderly individuals who require treatment, care, rehabilitation or education. This includes individuals who are dependent children, physically disabled, developmentally disabled or individuals not overtly of harm to themselves or others; or (b) Any housing facility licensed by the State of Florida for more than eight (8) unrelated elderly individuals; or (c) Governmentally subsidized housing facilities entirely devoted to care of the elderly, dependent children, the physically handicapped, developmentally disabled or individuals not overtly of harm to themselves or others; or (d) Any not-for-profit housing facility for unrelated elderly individuals; or (e) Any housing facility which provides a life-care environment.

City Manager
Parkside Memory Care ALF – Site Plan Approval (Major)
12-SP-20 – Temp Resolution No. 13618
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The small scale local land use plan amendment only required approval from the City Commission and did not require evaluation by reviewing agencies defined in Florida Statutes 163.3184(1)(c) as the proposed amendment involved fewer than ten (10) acres, did not involve a text change to the City's Comprehensive Plan, and was not located within an area of critical state concern. Also, the proposed small scale local land use plan amendment did not require an amendment to the Broward County Land Use Plan as the subject property was designated "Community" on the Broward County Land Use Plan Map.

The City of Tamarac future land use designation of "Community Facilities" is consistent with the "Community" Broward County Land Use Plan designation which permits Special Residential Facilities.

ANALYSIS: The applicant is requesting Site Plan Approval (Major) to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms. The proposed Assisted Living Facility is defined as a Special Residential Facility, Category (3), by the Broward County Land Use Plan. Special Residential Facilities as defined by the Broward County Land Use Plan are permitted in the "Community" Broward County Land Use designation.

Pursuant to the Broward County Land Use Plan, Special Residential Facilities are subject to the Special Residential Facilities provisions and allocation of redevelopment, flexibility, or bonus sleeping rooms. The Broward County Land Use Plan allows local governments to permit a maximum of one hundred (100) "bonus" sleeping rooms, that are permanently dedicated to Special Residential use without allocating density. The Administrative Rules Document: Broward County Land Use Plan then allows local governments to utilize the Special Residential Facilities provisions of the Broward County Land Use Plan regardless of whether such provisions are incorporated within the certified local land use plans. The Special Residential Facilities provisions of the Broward County Land Use Plan shall be utilized as the Special Residential Facilities provisions of the Broward County Land Use Plan have not been incorporated into the City of Tamarac Comprehensive Plan.

Accompanying this petition is a request for the allocation of seventy-two (72) Bonus Sleeping Rooms to allow for the proposed Special Residential Facility, Category (3), as defined in the Broward County Land Use Plan, containing seventy-two (72) sleeping rooms. Pursuant to the Administrative Rules Document: Broward County Land Use Plan, written approval from the Broward County Planning Council Executive Director is required prior to approval by a local government for special residential facilities projects involving allocation of all or a portion of the one hundred (100) bonus sleeping rooms for which the local government does not have to assign density. Approval of the allocation of seventy-two (72) Bonus Sleeping Rooms was received from the Broward County Planning Council Executive Director, Barbara Blake Boy, on May 19, 2021 (see attached City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF Email).

The proposed assisted living facility will feature a new two (2) story building containing ninety-six (96) beds within seventy-two (72) rooms (see attached Site Plan). The assisted living facility building is proposed at 43,000 square feet in gross floor area and is organized around a centrally located administrative hub that distributes the memory care program into four (4) self-contained "neighborhoods". Each individual "neighborhood" consists of eighteen (18) rooms containing twenty-four (24) beds and a shared living, dining, and recreation area (see attached Ground Floor Plan).

City Manager
Parkside Memory Care ALF – Site Plan Approval (Major)
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Three (3) types of rooms are available within the four (4) self-contained “neighborhoods”. A single occupant studio room is provided at two hundred and twenty-five (225) square feet in area, a single occupant large studio room is provided at two hundred and fifty (250) square feet in area, and a dual occupant roommate studio room is provided at two hundred and seventy (270) square feet in area. All room types contain private individual accessible bathrooms.

The common areas within each “neighborhood” contain seating for all residents, televisions, two (2) computer stations for virtual communications, a kitchen that is supplied from the central main kitchen, community tables, and access to terraces. Walkway areas in the rear of the building will connect to the outdoor terraces. The walkway areas will be protected by a decorative aluminum picket fence finished in anodized bronze to restrict residents to the outdoor terraces and rear walkway. Screened terraces will be provided on both floors and landscape gardens will be provided within the outdoor terraces on the ground floor (see attached Exterior Features Plan).

All clothing is washed in laundry rooms within each neighborhood and each neighborhood has a central nurse's desk for 24-hour supervision. Trash from the second floor will be disposed through a chute that is located in a separate trash room and routed down to the containers within the dumpster enclosure adjacent to the rear of the buildings (see attached Second Floor Plan). The dumpster enclosure will contain two (2) 3-yard trash containers and one (1) 96-gallon recycling container that will be serviced two (2) times a week and will be concealed by solid opaque gates. The location and design of the dumpster enclosure was approved by the City's Solid Waste Provider, Waste Management, however, the trash containers will need to be manually rolled out of the dumpster enclosure to be serviced (see attached Waste Management Letter). It has been verified that the locations of the rolled out dumpsters will not obstruct the rear access drive nor the access to the loading zone.

The facility will be staffed by administrators, marketing representatives, nurses, doctors, nursing assistants, a chef with assistants, housekeeping and maintenance persons. The daily shift time for administration, kitchen staff and doctors is generally 9:00 a.m. to 5:00 p.m. and consists of eight (8) persons. The staff for the neighborhoods will work in three (3) shifts. The first shift is from 7:00 a.m. to 3:00 p.m. and will consist of sixteen (16) staff persons. The second shift is from 3:00 p.m. to 11:00 p.m. and will consist of twelve (12) staff persons. The third shift is from 11:00 pm to 7:00 a.m. and will consist of five (5) staff persons. Based on a similar facility owned by the applicant, eighty (80) percent of the staff comes in their own vehicle requiring a parking space. This calculates to a maximum parking load of nineteen (19) to twenty (20) occupied parking spaces during peak staffed times.

Vehicle access to the assisted living facility is being provided by an ingress/egress from NW 76 Street that allows for full turning movements on NW 76 Street. An egress only access onto N University Drive is provided by a shared egress easement located on the adjacent AT&T Telecommunications property to the south. A porte-cochere is provided in front of the building to provide protection from the elements for the loading and unloading of residents to the assisted living facility and a loading zone is provided in the rear of the building to allow for deliveries into the facility. The porte-cochere will be highlighted by a water feature in front of the building. The design of the water feature will be finalized during the building permit process.

Pedestrian access to the assisted living facility is being provided by sidewalks from NW 76 Street and from N University Drive. Additionally, a bus stop containing a complete bus shelter on N University Drive is located within approximately three (300) feet of the sidewalk accessing N University Drive from the

City Manager
Parkside Memory Care ALF – Site Plan Approval (Major)
12-SP-20 – Temp Resolution No. 13618
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subject property. Finally, the subject property is located adjacent to the south of the pedestrian bridge that crosses N University Drive.

A two-way drive is provided in the front of the building to access the parking spaces and porte-cochere, and a one-way drive is provided around the rear of the building to access the remainder of the parking spaces and the loading zone. Thirty-seven (37) parking spaces are proposed to support the seventy-two (72) room assisted living facility where ninety-two (92) parking spaces are required based on the minimum parking requirement of one (1) parking space per four hundred (400) square feet of net floor area and utilizing a fifteen (15) percent reduction of required parking spaces due to the proximity of the bus stop on N University Drive. Accompanying this request, is an application for variance to allow for a minimum parking required of thirty-seven (37) parking spaces in lieu of a minimum of ninety (92) parking spaces.

A Trip Generation and Parking Statement, prepared by DC Engineers, Inc., was submitted by the applicant (see attached Trip Generation and Parking Statement). The statement estimated project trip generation rates and examined the peak parking demand using Institute of Transportation Engineers trip generation and parking demand formulas. The Trip Generation and Parking Statement concludes that the proposed assisted living facility is expected to produce two hundred and fifty (250) vehicle trips per day with eighteen (18) trips occurring during the AM peak hour (11 inbound and 7 outbound) and twenty-five (25) trips occurring during the PM peak hour (10 inbound and 15 outbound). The analysis conclusion continues by stating that thirty-seven (37) parking spaces proposed are expected to adequately accommodate the anticipated parking demand of the Parkside Memory Care ALF.

The Trip Generation and Parking Statement was reviewed by the City's Traffic Consultant, Traf Tech (see attached Traffic and Parking Statement Review). The City's Traffic Consultant reviewed the trip generation calculations and concurred with the results of the statement. Furthermore, the City's Traffic Consultant concurred that the proposed parking supply should be adequate to meet the anticipated parking demand.

Two hundred and six (206) trees consisting of one hundred and thirty-one (131) shade trees, six (6) palm trees, and sixty-nine (69) small trees will be planted throughout the development (see attached Site Landscape Plan). Proposed shade trees include Red Maple, Gumbo Limbo, Brazilian Beautyleaf, Pigeon Plum, Green Buttonwood, Wild Tamarind, Slash Pine, Live Oak, Pink Tabebuias, and Bald Cypress trees. Proposed palms trees include Royal Palms, and proposed small trees include Small Leaf Clusia, Silver Buttonwood, Orange Geiger, Dahoon Holly, Queen's Crepe Myrtle, "Blanchard" Magnolia, and Simpson's Stopper trees. Additionally, one thousand four hundred and forty-three (1,443) shrubs will be planted within the development.

The subject property abuts a residential district along a portion of the north property line and along the east property line. Properties that directly abut or are directly across from any public right-of-way, canal, other water body, or any other separator from any residential district are required to provide a buffer area on the nonresidential plot. The buffer area is required at a minimum continuous depth of twenty-five (25) feet of landscaped area. A buffer area with a minimum continuous depth of thirteen (13) feet of landscape area is proposed along a portion of the north property line and fourteen (14) feet of landscape area is proposed along the east property line prompting the request for additional variance.

The assisted living facility building is provided at two (2) floors at a maximum height thirty-two (32) feet

and nine (9) inches in height to the top of the highest parapet where a maximum height of sixty (60) feet is permitted in the PF (Public Facilities) Zoning District (see attached Exterior Elevations). The building features a sand finished stucco exterior painted stone, gold, and white in color with foothill painted accent colors. A stone veneer will highlight the front building entry and wood screens and wood veneers will accent the building ends (see attached Architectural Rendering). Aluminum pergolas finished in anodized bronze are proposed over all outside terraces located on the ground floor and windows will be provided on all sides of the building. Additionally, aluminum canopies finished in an anodized bronze are proposed over windows on both floors.

An architectural review of the elevations and color rendering of the proposed assisted living facility building, along with other needed architectural drawings, were reviewed by the City's Architectural Consultant, CPZ Architects, Inc., in an effort to enhance sustainability and visual appearance within the City (see attached City Architectural Review). 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.

Section 10-5.4(H)(6), Code of Ordinances, identifies site plan approval standards to be determined by the City Commission to approve the request. These site plan approval standards and the responses to each standard, as it applies to the subject petition, are shown 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.

Policy 1.5: The City will continue to promote "quality development" in all land use categories by the establishment and implementation of design criteria and development standards in the Land Development Code (LDC) which promote the highest standards of urban development and community aesthetics.

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.

Policy 1.10: A special residential facility is a facility is a facility licensed to serve clients of the Department of Health and Rehabilitation Services which provides a living environment for

unrelated residents who operate as a functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.

Objective 4: The City will provide for land use categories in the Future Land Use Element which allow for continued development of housing at a variety of densities, for a variety of lifestyles.

Policy 9.3: The City's Land Development Code shall protect, whenever possible, existing and planned residential areas, including single family neighborhoods, from disruptive land uses and nuisances.

Policy 9.6: The City of Tamarac development review permits shall be consistent with the "Development Review Requirements" section 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 the PF (Public Facilities) zoning district and the proposed assisted living facility is permitted within the PF (Public Facilities) zoning district. The applicant has submitted a petition for Site Plan Approval (Major) to allow for the construction of a two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms. The proposed development 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 development will be constructed 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.

It is the opinion of the Director of Community Development that the standards for site plan approval, 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 (Major) will allow for the development of the vacant subject property thereby providing an opportunity to revitalize the appearance, image, and attractiveness of the community.

This application also supports Policy 1.4 of the Future Land Use Element of the City of Tamarac Comprehensive Plan that states, "The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances."

City Manager
Parkside Memory Care ALF – Site Plan Approval (Major)
12-SP-20 – Temp Resolution No. 13618
June 9, 2021 – Page 8

The Director of Community Development recommends that the Mayor and City Commission approve the proposed Site Plan Approval (Major) to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms to the City Commission at its June 23, 2021 meeting with conditions of approval:

1. Site Plan Approval (Major) is contingent upon approval of the allocation of seventy-two (72) bonus sleeping rooms for Parkside Memory Care ALF to allow for a Special Residential Facility, Category (3), containing seventy-two (72) sleeping rooms (Case #1-FLX-21).
2. Site Plan Approval (Major) is contingent upon approval of the requested variance for Parkside Memory Care ALF (Case #1-B-21).
3. Construction is to be in complete compliance with the plans and specifications submitted by the developer to the City of Tamarac and approved engineering drawings.
4. Commencement of construction shall begin no later than one (1) year from the date of this approval. If the development does not commence construction within one (1) year, this approval is null and void unless an extension has been granted in accordance with applicable regulations.
5. 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.
6. Satisfaction of the outstanding Development Review Committee comments from the review of the Site Plan Approval (Major) for the Parkside Memory Care ALF, Case #12-SP-20.

FISCAL IMPACT: The construction value of the project is estimated between \$14,000,000.00 and \$19,000,000.00.

INTERVENING ACTION: At its June 2, 2021 meeting, the Planning Board voted 5-0 to forward a favorable recommendation of approval for the proposed Site Plan Approval (Major) to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms to the City Commission at its June 23, 2021 meeting with conditions of approval recommended by staff.



Maxine A. Calloway
Director of Community Development

Attachments: Temporary Resolution No. 13618
Project Narrative and Justification Letter
Location Map
City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF Email

City Manager
Parkside Memory Care ALF – Site Plan Approval (Major)
12-SP-20 – Temp Resolution No. 13618
June 9, 2021 – Page 9

Site Plan
Ground Floor Plan
Exterior Features Plan
Second Floor Plan
Waste Management Letter
Trip Generation and Parking Statement
Traffic and Parking Statement Review
Site Landscape Plan
Exterior Elevations
Architectural Rendering
City Architectural Review

MAC:RWJ

TEMPORARY RESOLUTION NO. 13618

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, GRANTING SITE PLAN APPROVAL (MAJOR) WITH CONDITIONS TO ALLOW FOR THE DEVELOPMENT OF A NEW TWO (2) STORY ASSISTED LIVING FACILITY FOR MEMORY CARE RESIDENTS CONTAINING A TOTAL OF NINETY-SIX (96) BEDS IN SEVENTY-TWO (72) SLEEPING ROOMS; FOR THE SUBJECT PROPERTY LOCATED AT 7501 NW 76 STREET, TAMARAC, FLORIDA (TRACT A LESS THE NORTH 20 FEET OF THE WEST 85 FEET, AND ALL OF TRACT C, SOUTHERN BELL-TAMARAC, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 89, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY) (CASE NO. 12-SP-20); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Clifford R. Loutan, P.E., and Deena Gray, Esq., designated agents for the property owner, Serena Properties Pembroke Pine LLC, is requesting Site Plan Approval (Major) to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms; and

WHEREAS, pursuant to the provisions of the Code of Ordinances of the City of Tamarac, Florida, public notice has been given of the time and place of the public hearing and said public hearing has been held in accordance with the notice and the public has been given an opportunity to be, and has been heard regarding the review of the petition for Site Plan Approval (Major); and

WHEREAS, Director of Community Development recommends approval (with conditions); and

WHEREAS, the Planning Board recommended approval (with conditions) on June

2, 2021; and

WHEREAS, the City Commission has examined the application, the staff and Planning Board recommendations; and

WHEREAS, the City Commission has determined that the application is in compliance with all elements of 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 citizens and residents of the City of Tamarac, Florida to grant Site Plan Approval (Major) with conditions to allow for the Major Site Plan to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms; for the subject property located at 7501 NW 76 Street, Tamarac, Florida (Tract A less the North 20 feet of the West 85 feet, and all of Tract C, SOUTHERN BELL-TAMARAC, according to the Plat thereof, as recorded in Plat Book 89, Page 39, of the Public Records of Broward County) (Case No. 12-SP-20).

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

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

resolution.

SECTION 2: That the application for Site Plan Approval (Major) with conditions to allow for the development of a new two (2) story Assisted Living Facility for memory care residents containing a total of ninety-six (96) beds in seventy-two (72) sleeping rooms; for the subject property located at 7501 NW 76 Street, Tamarac, Florida (Tract A less the North 20 feet of the West 85 feet, and all of Tract C, SOUTHERN BELL-TAMARAC, according to the Plat thereof, as recorded in Plat Book 89, Page 39, of the Public Records of Broward County) (Case No. 12-SP-20), is HEREBY APPROVED subject to the following conditions:

1. Site Plan Approval (Major) is contingent upon approval of the allocation of seventy-two (72) bonus sleeping rooms for Parkside Memory Care ALF to allow for a Special Residential Facility, Category (3), containing seventy-two (72) sleeping rooms (Case No. 1-FLX-21).
2. Site Plan Approval (Major) is contingent upon approval of the requested variance for Parkside Memory Care ALF (Case No. 1-B-21).
3. Construction is to be in complete compliance with the plans and specifications submitted by the developer to the City of Tamarac and approved engineering drawings.
4. Commencement of construction shall begin no later than one (1) year from the date of this approval. If the development does not commence construction within one (1) year, this approval is null and void unless an extension has been granted in accordance with applicable regulations.
5. 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.

6. Satisfaction of the outstanding Development Review Committee comments from the review of the Site Plan Approval (Major) for the Parkside Memory Care ALF (Case No. 12-SP-20).

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, ADOPTED AND APPROVED this day of , 2021.

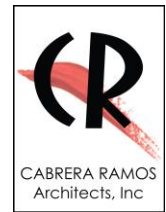
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

JENNIFER JOHNSON, CMC
CITY CLERK

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

JOHN R. HERIN JR.
CITY ATTORNEY



April 22, 2021

City of Tamarac
7525 NW 88 Avenue
Tamarac, FL 33321

Re: **Parkside Assisted Living Memory Care Facility- Tamarac**
Folio_494103230030
Project Narrative & Justification Letter

We respectfully submit this letter along with the Site Plan Review documents in an effort to describe the use, function, operations and community benefits, on behalf of the Applicant and in conjunction with the application for the above-referenced project. The project will be the development of a vacant lot, 2.3 acres in size, located on the east side of N. University Drive just north of N.W. 76 Street. The building's use will be an Assisted Living Facility that will only house Memory Care Residents.

Parkside ALF's building design is a blend of natural and contemporary styles that establish an upscale aesthetic while providing residential scale, interest, and warmth. A subtle mix of complimentary building materials such as stucco, stone veneer, wood veneer, along with aluminum storefront framing and canopies, are used on the building's façade. The two-story, 43,000 square feet under air, "L" shaped floor plan is organized around a centrally located administrative hub that distributes the program into 4 self-contained "neighborhoods". Each neighborhood consists of 18 units and 24 beds as well as a shared living/dining/recreation area which provide residents with unique and familiar visual wayfinding aids. Outdoor gardens, with specifically landscaped vegetation for the neighborhoods provide residents with essential outdoor leisure and recreational areas. In total, Parkside ALF will contain 72 rooms and 96 beds.

The building will be designed to emphasize energy efficiency, pleasant interior and exterior environments, and have low operating expenses. Operationally, the building will also have backup generators, located inside the building to minimize any impact to the neighboring properties, which will provide for uninterrupted service to the 96 residents and staff members as required for emergency situations.

9851 N.W. 58th Street, Suite 107
Doral, FL 33178-2717
Tel.: 305.593.0750
Fax.: 305.593.8862
AA A001621
Miguel A. Cabrera Jr., R.A.
Principal
Rosa E. Ramos-Botta, R.A.
Principal

SITE PLAN APPROVAL STANDARDS

This proposed development meets the site plan approval standards as set forth in section 10-5.4(H)(6) of the Cities Land Development code. The project is consistent with the Cities Comprehensive Land Use Plan. Specifically, the proposed development is consistent with the following goals, objectives, and policies of the land use element of the City's 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.
- Policy 1.10 – A special residential facility is a facility licensed to serve clients of the Department of Health and Rehabilitation Services which provides a living environment for unrelated residents who operate as a functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents.
- Objective 4 – The City will provide for land use categories in the Future Land Use Element which allow for continued development of housing at a variety of densities, for a variety of lifestyles.
- 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.

The proposed development also complies with zoning district and use as assisted living facilities are a permitted use within the Public Facilities zoning district. The proposed development has been designed to meet the development standards established in the Land Development Code with the exception of two variance requests related to the landscape buffer as well as parking. A separate narrative letter is included with the variance application package detailing the reasoning and justification for the requested variances. The proposed development will comply with all requirements and conditions of approval

COMMUNITY BENEFITS

There is an increasing need for facilities that will care specifically for our elderly population at the time in their lives where their memory starts to fail and physical abilities decline. When families are unable to care for loved ones with dementia or Alzheimer's disease at home, this facility will provide a new home where they can live with dignity and be assisted in their daily needs by a caring and loving staff. If the resident needs end-of-life Hospice, that can be delivered in residence, as well. There are no facilities dedicated only to Memory Care in the proximity to Tamarac. Until now the only option for Memory Care is to be grouped together with Independent Care and Assisted Living in those facilities which are not focusing on the Dementia lifestyle. Constructing this project will provide a home staffed with experts in this specific type of care.

ACTIVITIES AND ENTERTAINMENT

The residents of Parkside Memory Care ALF will be provided with varied activities in which they can participate and enhance their quality of life. Within the neighborhoods the residents can pick from community television with movies and programs; Bingo; Arts and Crafts; Trivia; cooking classes and gardening of vegetables and flowers in raised planters. There will be outside vendors that will bring mini concerts, singing, dancing and painting special events. The beauty salon will provide hair styling and manicures. In the Therapy Room they will perform guided physical exercise; and of course, the outdoor

garden will allow for walks among densely planted areas where butterfly attracting plants will be utilized for additional enjoyment.

DESIGN CONCEPT AND PROGRAM

The basic premise of this facility is to create small communities of 24 residents maximum, who will live in self-contained neighborhoods where all their needs will be met and where the staff is steady, thus providing day to day familiarity. This will help generate a home-like atmosphere where the residents will live in comfort and peace.

The 4 Neighborhoods will have three types of living accommodations, each with private bathrooms: Studio, Large Studio and Room-mate Studio (for two occupants). The rooms are oriented on both sides of a central living / dining area and are accessed via wide corridors with handrails for ease of mobility. The rooms are intentionally un-furnished so that the resident can arrive with their own belongings and be surrounded by their familiar personal effects. The bathrooms are fully accessible for ambulatory and wheelchair bound residents to encourage independence. Low level night lighting is on for night-time visits to the bathroom without bright lights that disrupt sleep patterns. The common living / dining areas contain comfortable seating for television viewing; two computer stations for virtual communications; a home-style kitchen that is supplied from the central main kitchen with a variety of foods to select from; seating for all 24 residents; community tables that double as activity areas and access to outdoor seating or walking along the gardens (on the ground floor). The second floor which typically houses the less ambulatory residents have two screened terraces each for enjoyment of the outside air without elevator travel. Each neighborhood is self sufficient, except for the food and beverage supplied by the central kitchen. All Laundry is handled in a Laundry Room within each neighborhood and each neighborhood has a centrally located Nurse's desk for 24-hour supervision. The neighborhoods are bright and roomy for a pleasant living experience.

TRASH AND RECYCLING FACILITIES

The facilities trash and recycling design complies with the Cities land development code standards, also the design plan and service schedule has been approved by Waste Management Inc. The trash from the second floor will be disposed of via a chute that is located in a trash room separated from the common use area and routed down to the trash dumpster enclosure located at the exterior west side of the building. The dumpster enclosure will contain (2) 3-yard trash dumpsters and (1)96 gallon recycling container that will be serviced 2 times a week.

SECURITY MEASURES

An essential component of the Memory Care Assisted Living Facility is security. Residents with memory problems have tendencies to wander and forget their way back home. This facility is designed in a manner where the residents have all their needs attended to within the neighborhoods and all neighborhoods are secure. Rather than central monitoring which requires either bracelets or ankle monitors, the building design prevents wandering outside of the neighborhood. The ambulatory residents typically residing on the ground floor have access to all areas of the neighborhood and to the outside terraces or gardens. The terraces are sized so that the door they are accessed from is easily identifiable and within proximity to ensure their way back. The gardens provide a longer area for walking and experiencing the outdoors and are designed so that once accessed there is always a door at the end of the walking path that only leads back to the neighborhood interior. There is also a door in the center of the walking area in case they are unable to walk the full garden length. The gardens are landscaped and fenced with no gates that could accidentally be opened, creating a security breach. The elevators are intentionally placed outside of the neighborhoods to avoid the wandering of residents into unfamiliar areas. Any time the residents visit the Central Activity Center, Therapy Area or Beauty Salon, they are escorted by staff in very small groups. Additionally, the Therapy and Beauty Salon are located within one of the neighborhoods to avoid wandering into unsecured areas. All emergency exit

doors and stairs are alarmed to notify staff immediately of someone trying to exit. The internal doors to access the neighborhoods are controlled via card access or thumbprint access.

STAFFING AND SHIFTS

The facility will be staffed by administrators, marketing representatives, nurses, doctors, nursing assistants, a chef with assistants, housekeeping and maintenance persons.

- The main daily shift for administration, kitchen staff and doctors is generally 9-5 and that consists of 8 persons.
- The staff for the neighborhoods works in 3 shifts:
 - First shift: 7 am to 3 pm containing 16 persons
 - Second shift: 3 pm to 11 pm containing 12 persons
 - Third shift: 11 pm to 7 am containing 5 persons (1 per neighborhood plus 1 supervisor)

Based on the current facility in another location, 80% of the staff comes in their own vehicle and will require a parking space, making the maximum parking load from staff 19 to 20 spaces during peak staffed times.

Parkside Assisted Living Facility (ALF) is extremely honored and excited by the opportunity to present our development program and look forward to establishing a long-term relationship with the City of Tamarac. This project would integrate properly with adjacent properties and the use will not contribute noise or excessive traffic to the area.

We respectfully request that you approve this project, as designed. This new Assisted Living Facility is in character with the City's concept of land use activity and designed to achieve the City's long-range vision for this zoning district.

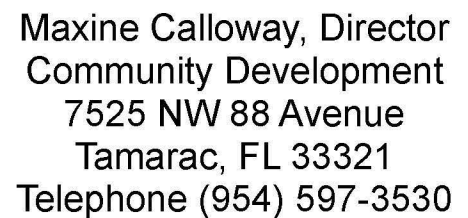
Sincerely,

CABRERA RAMOS ARCHITECTS, INC.



Rosa E. Ramos-Botta, R.A., NCARB
Principal

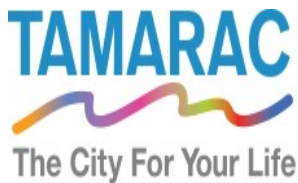
Case No. 1-FLX-21, 1-B-21, & 12-SP-20



Collette Tibby

From: Robert Johnson III
Sent: Wednesday, May 19, 2021 3:49 PM
To: Blake Boy, Barbara
Cc: Maxine Calloway; Von Stetina, Deanne; Teetsel, Dawn; Andrew S. Maurodis (amaurodis@wsh-law.com)
Subject: RE: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

Thank you Barbara!



Robert W. Johnson III
Senior Planner
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3533 Fax: 954-597-3540
www.tamarac.org

From: Blake Boy, Barbara [mailto:BBLAKEBOY@broward.org]
Sent: Wednesday, May 19, 2021 3:42 PM
To: Robert Johnson III <Robert.Johnson@tamarac.org>
Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>; Von Stetina, Deanne <DVONSTETINA@broward.org>; Teetsel, Dawn <DTEETSEL@broward.org>; Andrew S. Maurodis (amaurodis@wsh-law.com) <amaurodis@wsh-law.com>
Subject: RE: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Hi Rob-
Thank you for the updated request.

The request is consistent with the Administrative Rules Document and is approved per Article 3.10.

The contents of this email are not a judgment as to whether this development proposal complies with the Broward County Trafficways Plan, local zoning, the City's land development regulations or the development review requirements of the Broward County Land Use Plan, including concurrency requirements.



Please feel free to contact me if you have any questions.
Barbara

Barbara Blake Boy, Executive Director

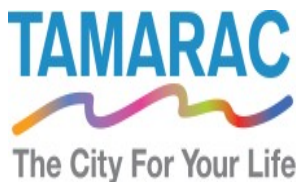
115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301
954.357.6982 (direct) www.Broward.org/PlanningCouncil

From: Robert Johnson III <Robert.Johnson@tamarac.org>
Sent: Wednesday, May 19, 2021 3:21 PM
To: Blake Boy, Barbara <BBLAKEBOY@broward.org>
Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>; Von Stetina, Deanne <DVONSTETINA@broward.org>; Teetsel, Dawn <DTEETSEL@broward.org>
Subject: RE: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Hi Barbara,
Thank you so much for your telephone call and email below. This greatly clarifies the required allocations for Special Residential Facilities.

Please accept this email as the City's revised request to provide approval of the allocation of seventy-two (72) bonus sleeping rooms for a proposed Assisted Living Facility that meets the definition of a Special Residential Facility, Category (3), which contains seventy-two (72) rooms (96 beds) and is located in a "Community" Broward County Land Use category at 7501 NW 76 Street, Tamarac, Florida, 33321. If you need any additional information, please let me know.
Thanks, Rob



Robert W. Johnson III
Senior Planner
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3533 Fax: 954-597-3540
www.tamarac.org

From: Blake Boy, Barbara [<mailto:BBLAKEBOY@broward.org>]
Sent: Wednesday, May 19, 2021 2:11 PM
To: Robert Johnson III <Robert.Johnson@tamarac.org>
Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>; Von Stetina, Deanne <DVONSTETINA@broward.org>; Teetsel, Dawn <DTEETSEL@broward.org>
Subject: [EXTERNAL] RE: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Hi Rob—

Thank you for submitting the written request to approve an allocation of bonus sleeping rooms per the Administrative Rules Document Article 3.10, as the City has not adopted the provision into its effective Plan. Per the Broward County Land Use Plan, each local government has been granted 100 bonus sleeping rooms to utilize for special residential facilities within its boundaries, without the need for an additional allocation of density.

Bonus sleeping rooms have no equivalent and are required to be allocated on a one (1) to one (1) basis; conversely, the allocation of one (1) flexibility unit or one (1) dwelling unit would be

equal to two (2) sleeping rooms, regardless of the number of beds. Therefore, the requested approval is subject to the City allocating either 72 bonus sleeping rooms or 36 flexibility units to the 72 room facility. If the City proceeds with the 72 bonus sleeping rooms, please reply all to the email to clarify the City's request.



Please feel free to contact me if you have any questions.
Barbara

Barbara Blake Boy, Executive Director

115 South Andrews Avenue, Room 307
Fort Lauderdale, Florida 33301
954.357.6982 (direct) www.Broward.org/PlanningCouncil

From: Robert Johnson III <Robert.Johnson@tamarac.org>
Sent: Wednesday, May 19, 2021 12:58 PM
To: Blake Boy, Barbara <BBLAKEBOY@broward.org>
Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>
Subject: City of Tamarac - Allocation of Bonus Sleeping Rooms: Parkside Memory Care ALF -

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Good Afternoon Barbara,

In accordance with Section 3.10(C), Broward County Administrative Rules Document, please provide approval of the allocation of thirty-six (36) bonus sleeping rooms for a proposed Assisted Living Facility that meets the definition of a Special Residential Facility, Category (3), which contains seventy-two (72) rooms (96 beds) and is located in a "Community" Broward County Land Use category at 7501 NW 76 Street, Tamarac, Florida, 33321. The City of Tamarac has not incorporated the Special Residential Facilities provision of the Broward County Land Use Plan within the City's Local Land Use Plan and therefore your written approval is required prior to approval by the City of Tamarac. Approval of the allocation of Bonus Sleeping Rooms for the referenced use is scheduled for the June 23, 2021 City Commission meeting following a recommendation by the Planning Board on June 2, 2021. Attached as Exhibit A is prior correspondence with your office regarding the number of bonus sleeping rooms required to be allocated. If you need any additional information, please let me know. Thanks, Rob



Robert W. Johnson III
Senior Planner
Community Development Department
7525 NW 88th Ave, Tamarac, FL 33321
Tel: 954-597-3533 Fax: 954-597-3540
www.tamarac.org

The City of Tamarac is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

The City of Tamarac is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

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PLOT DATE: 5/4/2021 5:18:54 PM BY: Andy Venneman
LAYOUT: [C1]

APPLICABLE CODE REFERENCES:			
JURISDICTION	CITY OF TAMARAC		
ADDRESS	7501 NW 76th STREET, TAMARAC, FL 33321		
ZONING	PF - PUBLIC FACILITY		
LAND USE	VACANT		

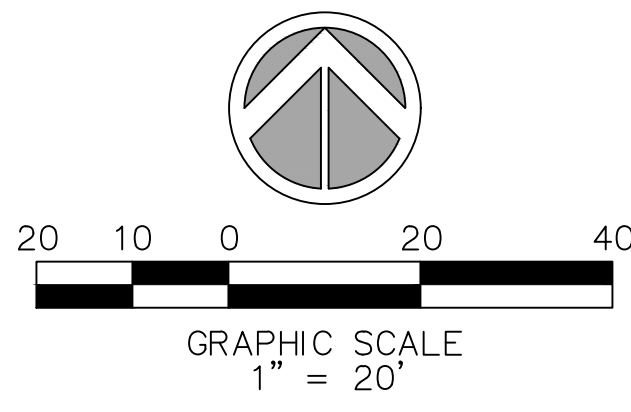
SITE DATA			
	AREA (S.F.)	AREA (ACRES)	PERCENTAGE
PERVIOUS:			
GREEN	38180	0.88 AC.	37.7%
IMPERVIOUS:			
PAVEMENT & SIDEWALK	39472	0.91 AC.	38.9%
BUILDING AREA	23,725	0.54 AC.	23.4%
TOTAL SITE AREA	101,377	2.33 AC.	100.0%

SETBACKS	REQUIRED	PROVIDED
FRONT (UNIVERSITY DR)	30'	153.56'
FRONT (NW 76TH ST)	30'	53.59'
SIDE (NORTH)	30'	33.52'
SIDE (EAST)	30'	49.9'

PARKING CALCULATION: TABLE 10-4.1 GROUP LIVING: 1 SPACE/400 S.F.	
REQUIRED PARKING	108 SPACES
REDUCED PARKING DEMAND STRATEGY (SECTION 10-4.3):	
TRANSIT ACCESSIBILITY: 15% REDUCTION (WITHIN 1000' OF A BUS STOP)	16 SPACES REDUCTION
TOTAL PARKING REQUIRED	92 SPACES
PROVIDED PARKING	
TOTAL PARKING PROVIDED (35 REGULAR & 2 A.D.A.)	37 SPACES
BICYCLE PARKING:	
REQUIRED: 4 BIKE PARKING/10 SPACES OR 20 BIKE RACKS	
PROVIDED: 20 BICYCLE PARKING	
LOADING	
REQUIRED LOADING: LESS THAN 50,000 S.F.	1 SPACE
PROVIDED LOADING: 12' X 25'	1 SPACE

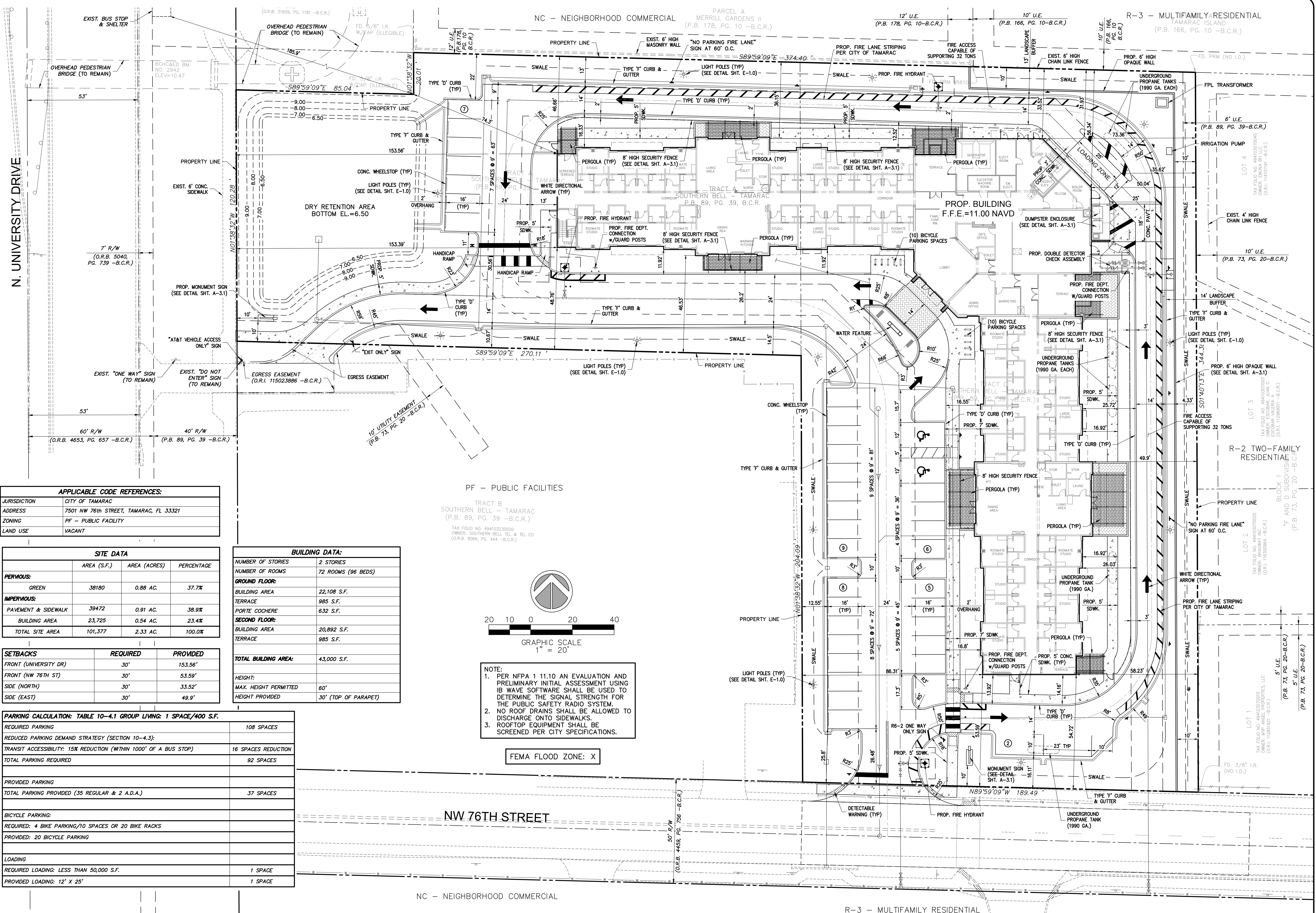
BUILDING DATA:	
NUMBER OF STORIES	2 STORIES
NUMBER OF ROOMS	72 ROOMS (96 BEDS)
GROUND FLOOR:	
BUILDING AREA	22,108 S.F.
TERRACE	985 S.F.
PORTE COCHERE	632 S.F.
SECOND FLOOR:	
BUILDING AREA	20,892 S.F.
TERRACE	985 S.F.
TOTAL BUILDING AREA:	43,000 S.F.
HEIGHT:	
MAX. HEIGHT PERMITTED	60'
HEIGHT PROVIDED	30' (TOP OF PARAPET)

PF - PUBLIC FACILITIES
TRACT B
SOUTHERN BELL - TAMARAC
(P.B. 89, PG. 39 -B.C.R.)
TAX FOLD NO. 494103230200
OWNER: SOUTHERN BELL TEL & TEL CO
(O.R.B. 8066, PG. 444 -B.C.R.)



- NOTE:
- PER NFPA 1 11.10 AN EVALUATION AND PRELIMINARY INITIAL ASSESSMENT USING IB WAVE SOFTWARE SHALL BE USED TO DETERMINE THE SIGNAL STRENGTH FOR THE PUBLIC SAFETY RADIO SYSTEM.
 - NO ROOF DRAINS SHALL BE ALLOWED TO DISCHARGE ONTO SIDEWALKS.
 - ROOFTOP EQUIPMENT SHALL BE SCREENED PER CITY SPECIFICATIONS.

FEMA FLOOD ZONE: X



4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntech.com

Certificate of Auth. #00707LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

STE Sun-Tech
Engineering, Inc.
Engineers - Planners - Surveyors

NO.	DATE	DESCRIPTION

PARKSIDE ALF MEMORY CARE

FLORIDA

TAMARAC

DATE: JULY 2020

SCALE: 1" = 20'

DESIGNED BY: C.R.L.

DRAWN BY: A.E.V.

JOB #: 20-4010

CLIFFORD R. LOUTAN
P.E.
No. 56890
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Date: May 4, 2021

This item has been digitally signed and sealed by
CLIFFORD R. LOUTAN, P.E.
on the date adjacent to the seal.
Printed copies of this document are
not considered signed and sealed and
the signature must be verified on any
electronic copies.

SHEET No.
C1

REVISIONS:

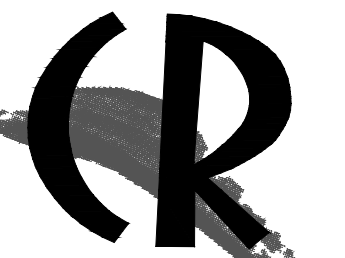
DRC V2 - 12/15/2020
DRC V3 - 01/20/2021

Parkside Memory Care ALF - Tamarac

Project Location: 7301 NW 70 Street, Tallahassee, FL 32311

Owner: Serena Properties Pembroke Pines, LLC
10001 C.W. Fairchild Blvd., Suite 100
Pembroke Pines, FL 33026-4000
Phone: 305-421-1100
Fax: 305-421-1101
E-mail: info@serenaproperties.com
www.serenaproperties.com

Owner:



CABRERA RAMOS
Architects, Inc.

9851 NW 58 STREET. #107
DORAL, FLORIDA 33178
305.593.0750 F:305.593.8862
AA C001621

GUEL A. CABRERA JR., R.A.
State Reg. No. AR13118

OSA E. RAMOS-BOTTA, R.A.
State Reg. No. AR15209

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protected under the Copyright Protection Act.

DATE: 8/24/2020DRAWN: RR

CHECKED BY: RRB

SEAL

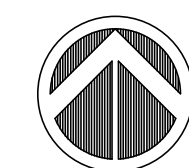
SHEET NO.

A-2.0

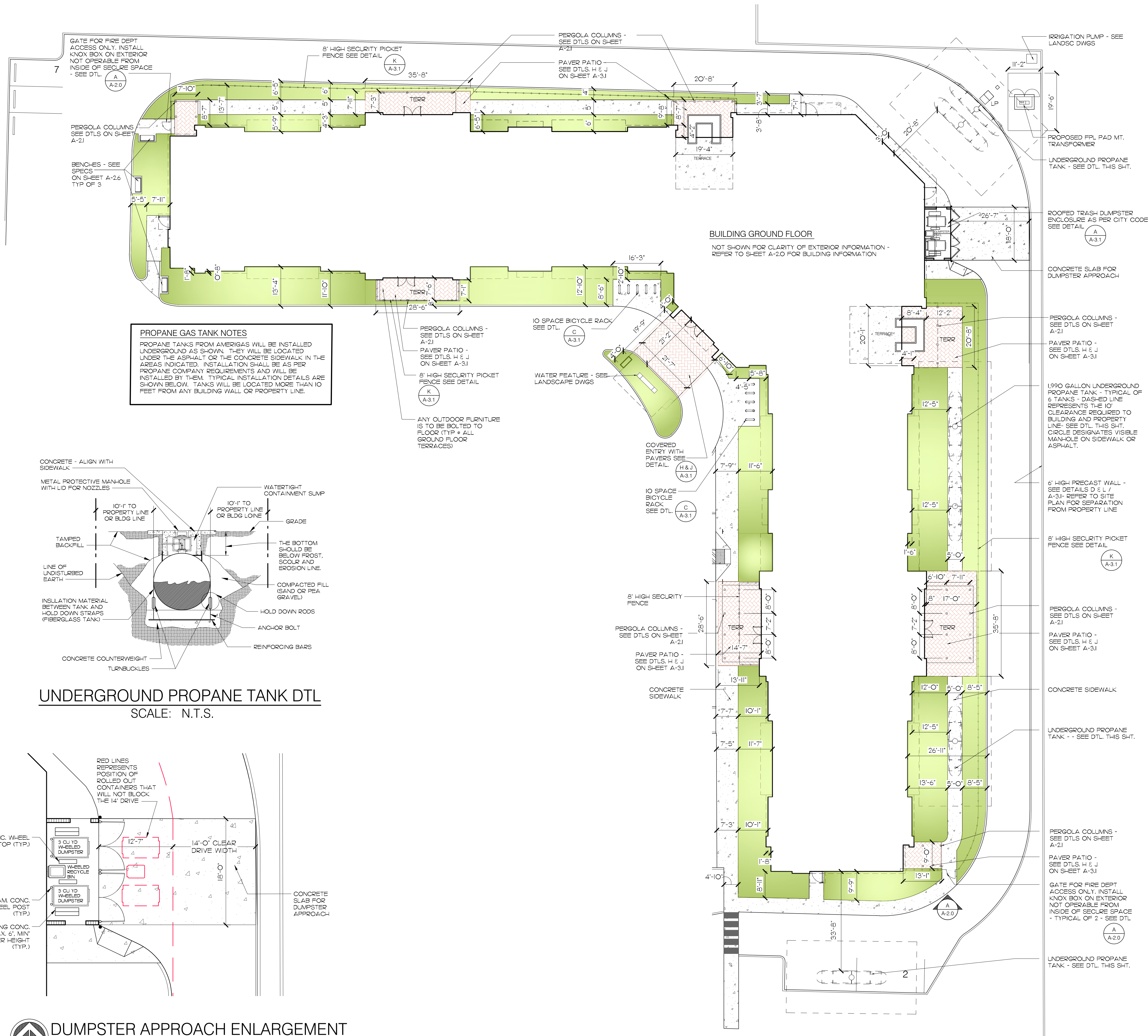
GROUND FLOOR PLAN



Ⓐ SECURITY PICKET FENCE - DOOR ELEVATION DETAIL
SCALE: 1/4" = 1'-0"

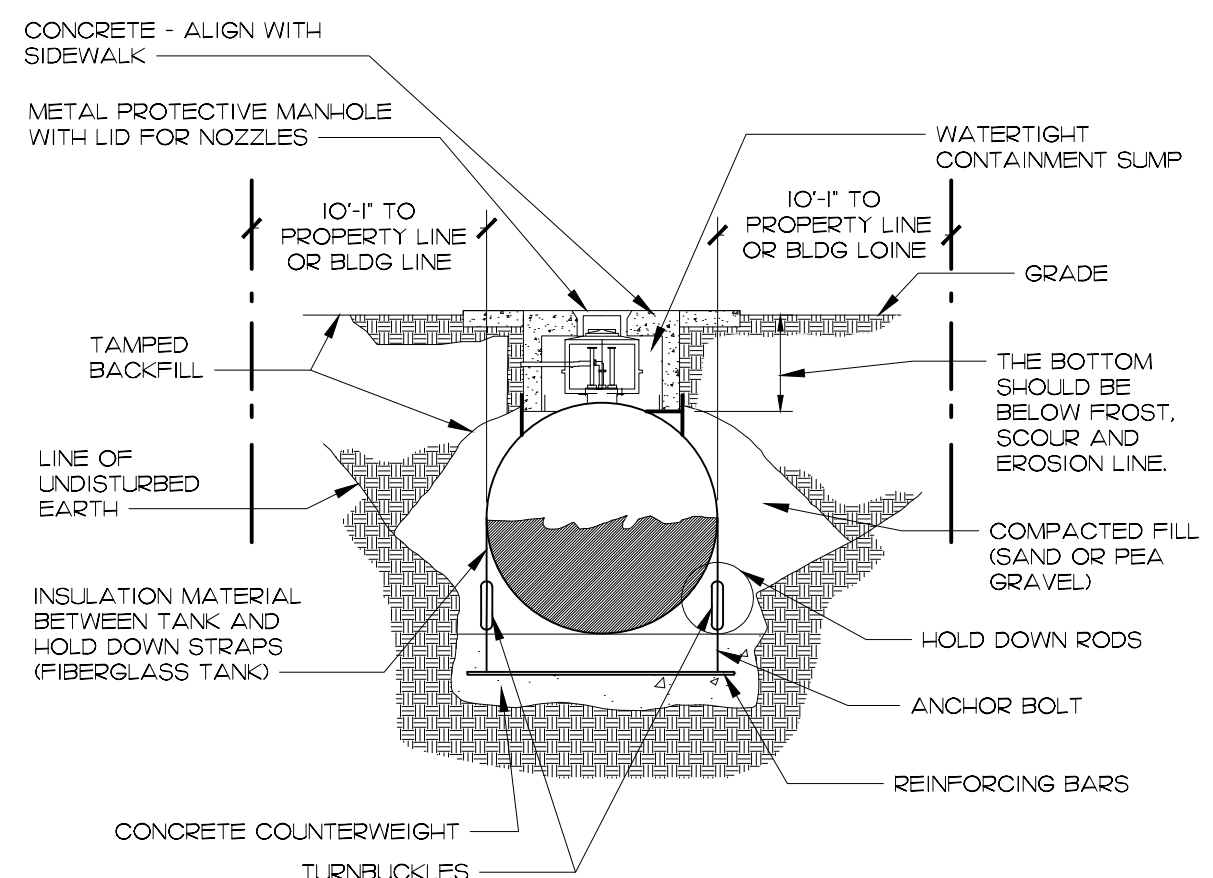


GROUND FLOOR PLAN
SCALE: 1/16" = 1'-0"

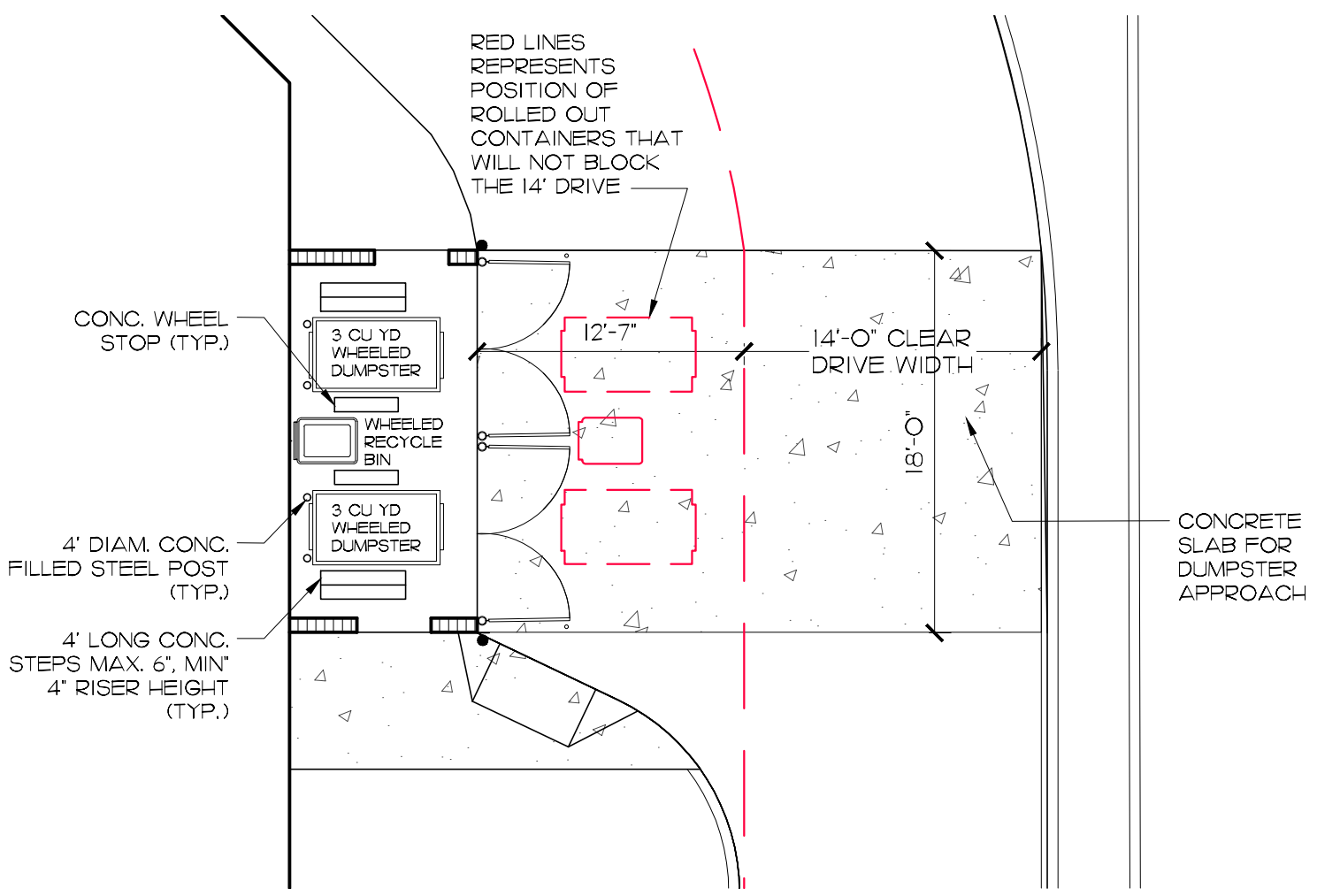


PROPANE GAS TANK NOTES

PROPANE TANKS FROM AMERIGAS WILL BE INSTALLED UNDERGROUND AS SHOWN. THEY WILL BE LOCATED UNDER THE ASPHALT OR THE CONCRETE SIDEWALK IN THE AREAS INDICATED. INSTALLATION SHALL BE AS PER PROPANE COMPANY REQUIREMENTS AND WILL BE INSTALLED BY THEM. TYPICAL INSTALLATION DETAILS ARE SHOWN BELOW. TANKS WILL BE LOCATED MORE THAN 10 FEET FROM ANY BUILDING WALL OR PROPERTY LINE.



UNDERGROUND PROPANE TANK DTL
SCALE: N.T.S.



DUMPSTER APPROACH ENLARGEMENT
SCALE: 1/8" = 1'-0"

EXTERIOR FEATURES PLAN
SCALE: 1/16" = 1'-0"

REVISIONS:
DRC V2 - 12/15/2020
DRC V3 - 01/20/2021
DRC V4 - 04/22/2021

Parkside Memory Care ALF - Tamarac
Project Location: 7501 NW 76 Street, Tamarac FL, 33321
Owner: Serena Properties Pembroke Pines, LLC
18201 S.W. 52nd Court, Southwest Ranches, FL 33331

CABRERA RAMOS Architects, Inc.
9851 NW 58 STREET, #107
DORAL, FLORIDA 33178
T:305.593.0750 F:305.593.8862
AA C001621

MIGUEL A. CABRERA JR., P.A.
State Reg. No. AR13118
ROSA E. RAMOS-BOTTA, P.A.
State Reg. No. AR15209

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DATE: 8/24/2020
DRAWN: RR
CHECKED BY: RRB
JOB NO.: 2457-19

SEAL

SHEET NO.
A-1.1
EXTERIOR FEATURES PLAN



NOTES SHOWN ON PERGOLA E ARE
APPLICABLE TO ALL PERGOLA PLANS



- | | |
|---------------------------|--|
| ADMINISTRATION & SERVICES | |
| NEIGHBORHOOD | |
| ROOMMATE STUDIO | |
| STUDIO | |
| LARGE STUDIO | |

PERGOLA LAYOUT PLANS

SCALE: $1/8" = 1'-0"$

REVISIONS:

ORC V2 - 12/15/2020
ORC V3 - 01/20/2021

Parkside Memory Care ALF - Tamarac
Project Location: 7501 NW 76 Street, Tamarac FL, 33321

Owner: Serena Properties Pembroke Pines, LLC
19201 S.W. 52nd Court, Southwest Ranch
7301 NW 70 Street, Tallahassee, FL, 32322



9851 NW 58 STREET. #107
DORAL, FLORIDA 33178
305.593.0750 F:305.593.8862
AA C001621

MIGUEL A. CABRERA JR., R.A.
State Reg. No. AR13118

ROSA E. RAMOS-BOTTA, R.A.
State Reg. No. AR15209

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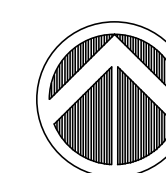
DATE: 8/24/2020
DRAWN: RR
CHECKED BY: RRB
JOB NO.: 2457-19

SEAL

SHEET NO.

A-2.1

ND FLR PLAN & PERGOLAS



SECOND FLOOR PLAN
SCALE: 1/16" = 1'-0"



Parkside Memory Care
2/2/2021

Thank you for contacting Waste Management Inc. This letter is to confirm that WM will be providing your waste services for Parkside Memory Care to be located at 7620 N University Dr Tamarac FL 33321. We will provide 2-3yard containers for Trash serviced 2 times per week and 1-96gal recycle serviced 2 times per week. The dumpsters will be rolled out manually for pickup. We approve the location and design of the dumpster enclosure.

Catalina Vaughn
Environmental Service Specialist
Cvaughn2@wm.com
(O) 623-526-0154

Waste Management
Cvaughn2@wm.com
www.wm.com

January 20, 2021

Ms. Seema Lakhani
Serena Properties Pembroke Pines, LLC
18201 SW 52 Court
Southwest Ranches, FL 33331

**Re: Parkside ALF Memory Care - Tamarac, Florida
Trip Generation and Parking Statement**

Dear Ms. Lakhani:

Pursuant to your request, Daniels Consulting Engineers, Inc. (DC Engineers, Inc.) has prepared this trip generation and parking statement specific to development of a 43,000 square foot, 96-bed assisted living facility (ALF) and memory care center to be constructed at 7620 N. University Drive (SR 817) (along the east side of N. University Drive north of NW 76 Street) within municipal limits of the City of Tamarac, Florida. Figure 1 shows the location of the project site and a current site plan is included as Attachment A.

The following is a summary of our findings.

Trip Generation

Estimates of trip generation were determined using rates and formulae published in the Institute of Transportation Engineers (ITE) report *Trip Generation* (10th Edition). Based upon this information, the weekday, AM peak hour, and PM peak hour trip generation rates for the proposed land use are as follows:

Assisted Living - ITE Land Use #254

- Weekday: $T = 2.60(X)$ (50% in/50% out)
where T = number of trips, X = beds
- AM Peak Hour: $T = 0.19(X)$ (63% in/37% out)
- PM Peak Hour: $T = 0.26(X)$ (38% in/62% out)

Table 1, attached, summarizes trip generation results for the proposed ALF and memory care center. As shown in Table 1, the proposed development is expected to generate 250 vehicle trips per day (vpd) with 18 vehicle trips occurring during the AM peak hour (11 entering and seven (7) exiting) and 25 vehicle trips occurring during the PM peak hour (10 entering and 15 exiting).

It is estimated that these vehicle trips will traverse the project driveways as shown in Figure 2, attached. A two (2)-way, two (2)-lane driveway is proposed along NW 76 Street and a one (1)-lane, one (1)-way (exit only) driveway is proposed within an existing access easement along N. University Drive. The one (1)-way exit only driveway is in use today by the existing Southern Bell facility located south and west of the project site.

Parking Requirement

According to requirements of the City of Tamarac Code of Ordinances (Table 10-4.1), the ALF and memory care center proposed should provide 81 parking spaces as shown below.

Land Use	Intensity	Rate	Parking Spaces
Proposed			
Assisted Living Facility	43,000 sf/96 beds	1/400 sf ⁽¹⁾	108
Transit Accessibility ⁽²⁾			-16
Eligible Alternatives ⁽³⁾			-11
Total			81

(1) Code rate reflected – Group Living.

(2) 15% reduction - within 1000' of a bus stop.

(3) 10% reduction. Van service etc.

The site plan included as attachment A shows that 37 parking spaces are proposed to be located on site.

ITE Parking Rate

Historical data published by the Institute of Transportation Engineers (ITE) in the document *Parking Generation* (5th Edition) has been considered in place of rates provided by the City's Code. We have examined the peak period parking demand under two (2) different variables: number of beds and 1,000 square feet gross floor area (gfa). The table below shows that the average rate of 0.39 parking spaces per bed yields a demand of 37 parking spaces and the average rate of 0.72 parking spaces per 1,000 square feet gross floor area yields 31 spaces. Attachment B includes applicable pages from the ITE document.

Land Use	Intensity	Rate	Parking Spaces
Proposed			
Assisted Living Facility	96 beds	0.39/bed	37
	43,000 sf	0.72/1,000 gfa	31

(1) ITE rate reflected – LUC 254 Assisted Living

Parking at Comparable Site

Wickshire Tamarac (formerly Atria Tamarac), located at 7650 N. University Drive in Tamarac, is a 79,529 square foot assisted living and memory care center located just north of the project site. As requested during our methodology meeting with City staff (held on Tuesday January 5, 2021), the number of parking spaces provided at this site were noted during a field review. The 55 parking spaces observed yield a parking supply rate of one (1) space per 1,446 square feet which is comparable to that proposed: one (1) space per 1,162 sf.

Conclusions

As shown in Table 1, the proposed Parkside ALF and memory care facility is expected to generate 250 vpd with 18 vehicle trips occurring during the AM peak hour (11 entering and seven (7) exiting) and 25 vehicle trips occurring during the PM peak hour (10 entering and 15 exiting).

DC ENGINEERS, INC.

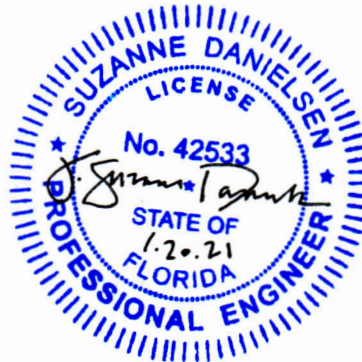
Although the City's Code requires 81 parking spaces as demonstrated above, review of parking generation rates published within ITE's document *Parking Generation* (5th Edition) shows that 37 parking spaces, as proposed, may be appropriate for the Parkside ALF and memory care facility. The number of parking spaces proposed is further supported by the comparable parking supply rate observed at the nearby *Wickshire Tamarac* assisted living and memory care center. The 37 parking spaces proposed are, therefore, expected to adequately accommodate the anticipated parking demand of the Parkside ALF and memory care center.

Of course, please call or email with any questions you may have.

DANIELSEN CONSULTING ENGINEERS, INC.



J. Suzanne Daniels, P.E.
Senior Transportation Engineer



J. Suzanne Daniels, P.E.
Florida Registration Number 42533
Danielsen Consulting Engineers, Inc.
12743 NW 13th Court
Coral Springs, FL 33071
CA # 3202

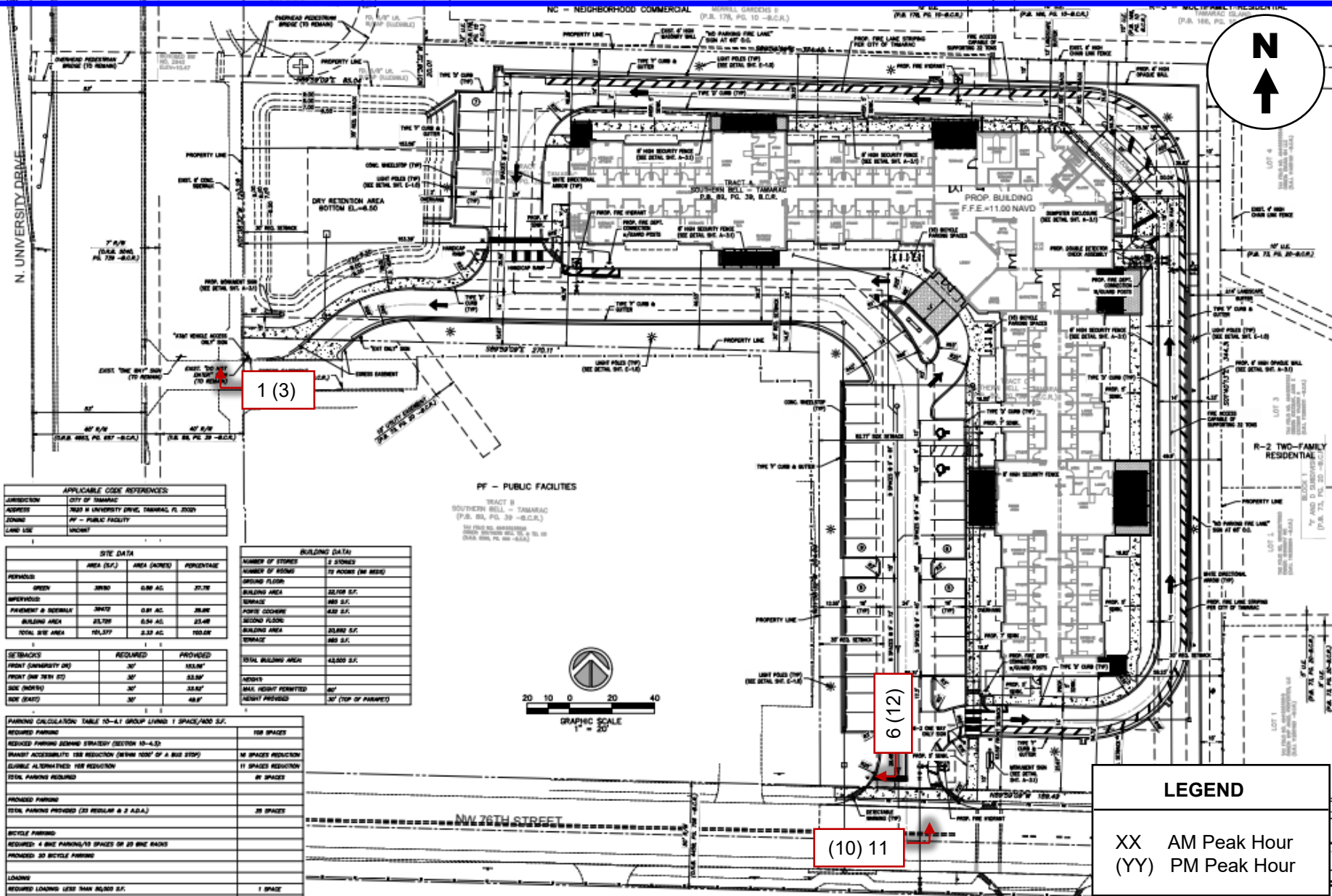


Table 1: Trip Generation Summary Proposed Use

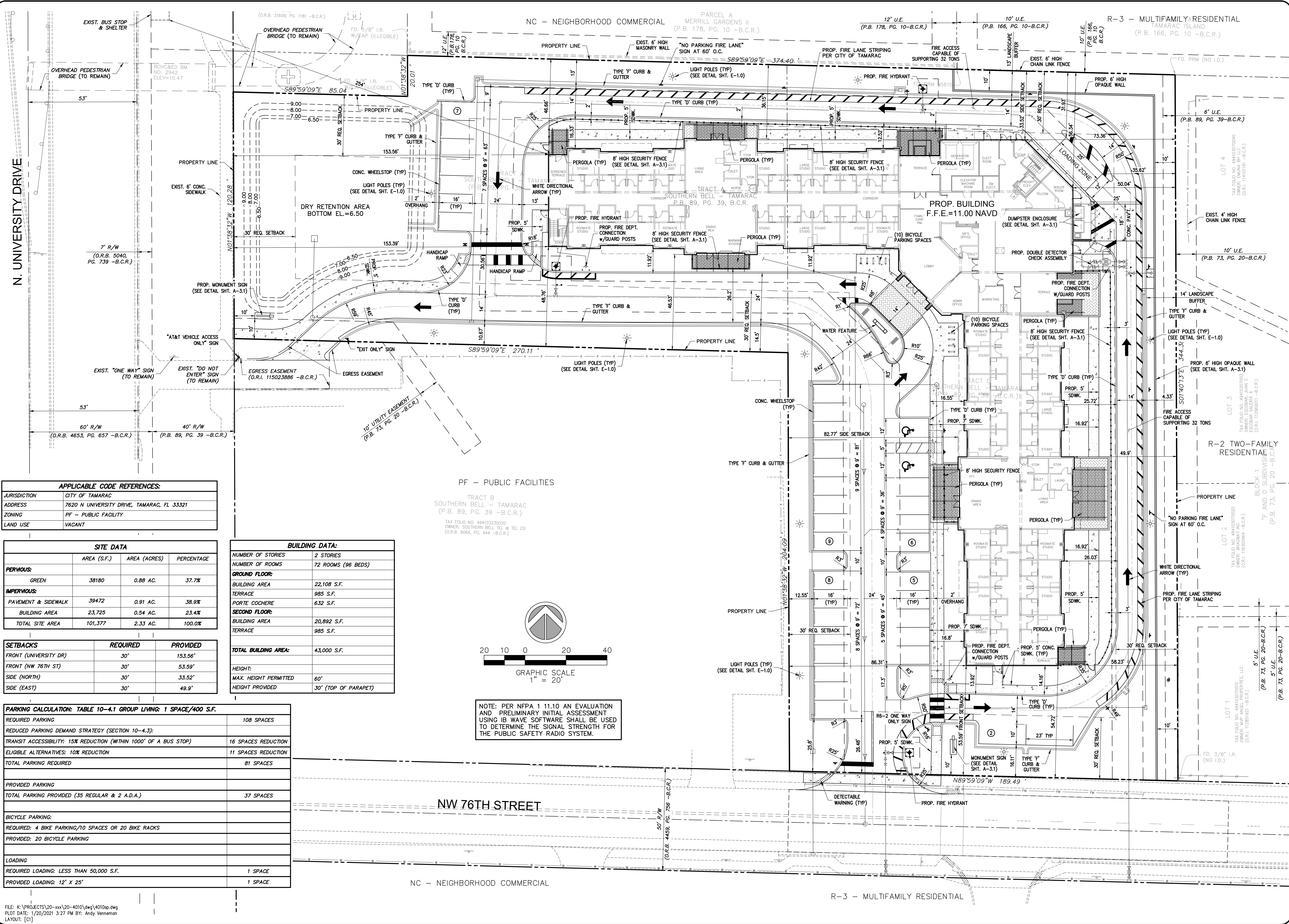
Land Use	Scale	Units	AM Peak Hour			PM Peak Hour			Daily
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	Total Trips
Assisted Living (LUC 254)	96	beds	18	11	7	25	10	15	250
Subtotal			18	11	7	25	10	15	250
Net New Trips			18	11	7	25	10	15	250

Source: ITE Trip Generation Manual (10th Edition)

ATTACHMENT A

Site Plan

K:\PROJECTS\20-4010\dwg\4010sp.dwg, C:\2020\2021\12\11\PM, 11, Sun-Tech Engineering, Inc. (A/E/V), Sun-Tech Engineering, Inc. (A/E/V)



4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntech.com
Certificate of Auth. #7097LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

STE
Sun-Tech
Engineering, Inc.
Engineers - Planners - Surveyors

REVISIONS	
NO.	DESCRIPTION

PARKSIDE ALF MEMORY CARE
TAMARAC

FLORIDA

DATE: JULY 2020
SCALE: 1" = 20'
DESIGNED BY: C.R.L.
DRAWN BY: A.E.V.
JOB #: 20-4010

CLIFFORD R. LOUTAN
PROFESSIONAL ENGINEER
No. 56890
STATE OF FLORIDA

DATE: January 20, 2021
This item has been digitally signed and sealed by
CLIFFORD R. LOUTAN, P.E.
on the date adjacent to the seal.
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not considered signed and sealed and
the signature must be verified on any
electronic copies.

SHEET No.
C1

ATTACHMENT B

LUC 254

Assisted Living (254)

Peak Period Parking Demand vs: Beds

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 11:00 a.m. - 3:00 p.m.

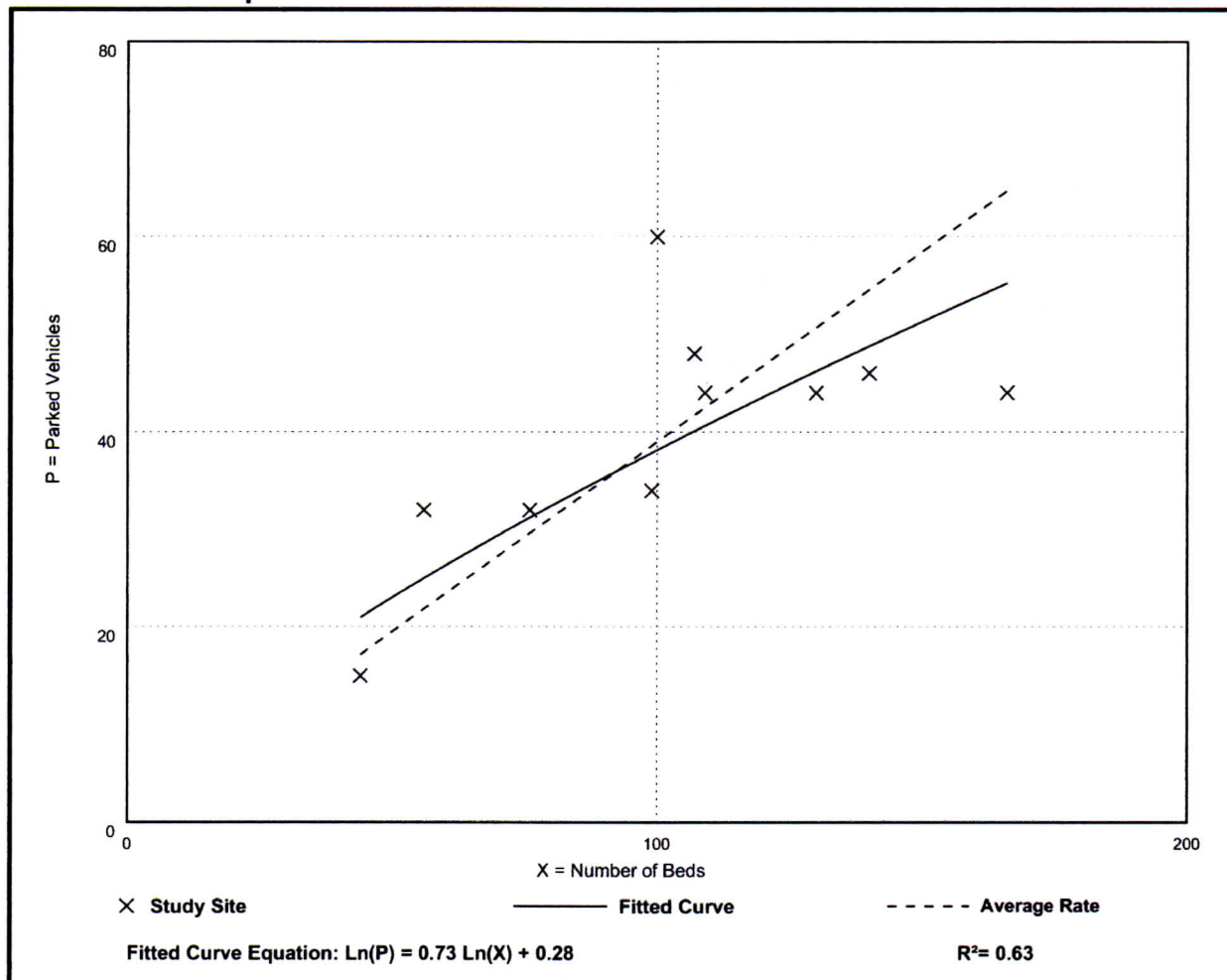
Number of Studies: 10

Avg. Num. of Beds: 103

Peak Period Parking Demand per Bed

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.39	0.27 - 0.60	0.34 / 0.58	***	0.11 (28%)

Data Plot and Equation



Assisted Living (254)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 11:00 a.m. - 3:00 p.m.

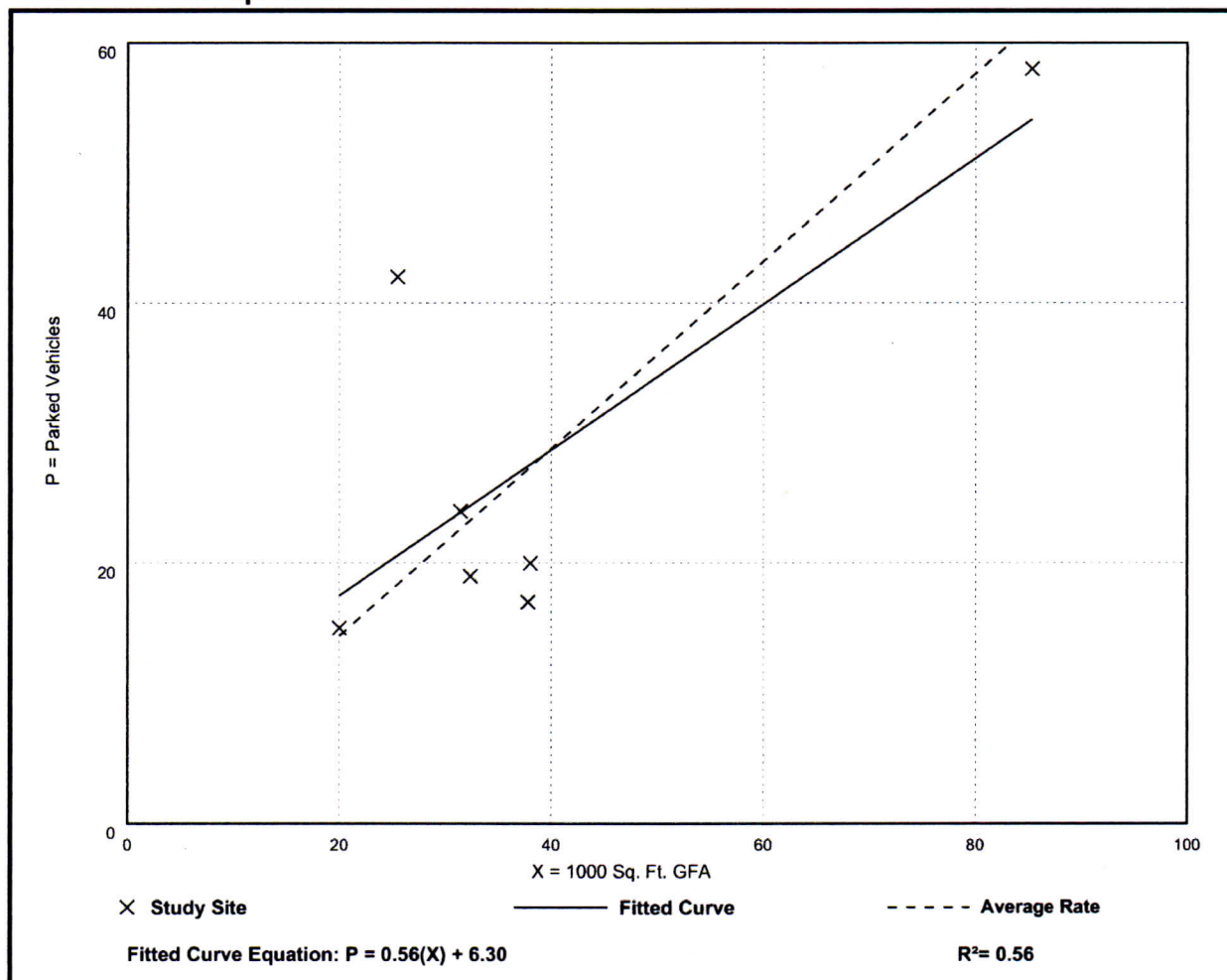
Number of Studies: 7

Avg. 1000 Sq. Ft. GFA: 39

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.72	0.45 - 1.65	0.56 / 1.47	***	0.34 (47%)

Data Plot and Equation



March 12, 2021

Mr. Robert W. Johnson, III
Senior Planner
City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

**Re: Parkside ALF Memory Care
Traffic & Parking Statement Review**

Dear Rob:

Traf Tech Engineering, Inc. has reviewed the traffic and parking statement in connection with the proposed Parkside ALF Memory Care facility to be located in the City of Tamarac. The subject site is located generally in the northeast quadrant of the intersection at NW 76th Street and University Drive. The subject property is currently vacant. The referenced traffic and parking statement was prepared by DC Engineers, Inc. and is dated January 20, 2021. Our comments relative to this statement are as follows:

- We have reviewed the trip generation calculations and concur with the results.
- According to the calculations presented in the subject statement, this facility with 96 beds / 43,000 square feet requires 81 parking spaces per City Code. The proposed site plan includes 37 parking spaces. The Applicant has presented parking generation data published by the Institute of Transportation Engineers (ITE) that supports the adequacy of the proposed parking supply. Parking data collected at a similar assisted living facility located immediately north of the subject site also indicates that the proposed parking supply will be adequate. Based upon this information, we concur that the proposed parking supply should be adequate to meet the anticipated parking demand at the Parkside ALF Memory Care facility.

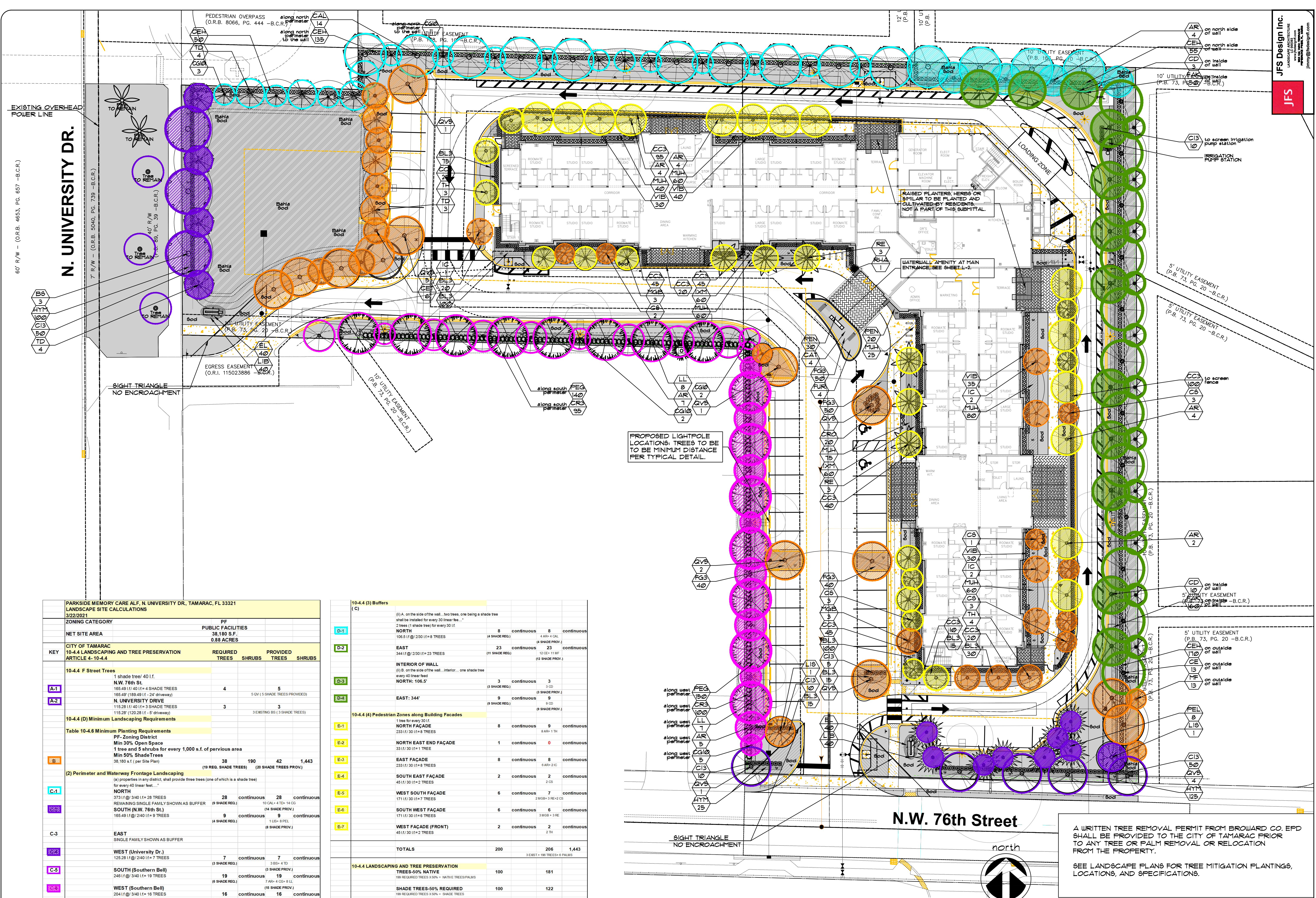
We have no additional comments on the traffic and parking statement at this time. If you have any questions, please do not hesitate to contact us.

Sincerely,

TRAF TECH ENGINEERING, INC.



Karl B. Peterson, P.E.
Senior Transportation Engineer



PARKSIDE MEMORY CARE ALF, N. UNIVERSITY DR., TAMARAC, FL 33321				
LANDSCAPE SITE CALCULATIONS				
3/22/2021				
ZONING CATEGORY		PF	PUBLIC FACILITIES	
NET SITE AREA		38,180 S.F.	0.88 ACRES	
KEY	CITY OF TAMARAC	10-4.4 LANDSCAPING AND TREE PRESERVATION	REQUIRED TREES	PROVIDED TREES
	ARTICLE 4-10-4.4			SHRUBS
10-4.4 F Street Trees				
A-1	1 shade tree/40 l.f.			
A-2	N.W. 76th St.		4	5
	165.49 (119.49 l.f. - 24' driveway)			5 QV (5 SHADE TREES PROVIDED)
	N. UNIVERSITY DRIVE		3	3
	115.28 (17.40 l.f. - 3' SHADE TREES)			3 EXISTING BS (3 SHADE TREES)
	115.28 (120.28 l.f. - 5' driveway)			
10-4.4 (D) Minimum Landscaping Requirements				
Table 10-4.6 Minimum Planting Requirements				
PF: Zoning District				
Min 30% Open Space				
1 tree and 5 shrubs for every 1,000 s.f. of pervious area				
Min 50% Shade Trees				
38,180 s.f. (per Site Plan)				
			38	190
			(19 REQ. SHADE TREES)	(20 SHADE TREES PROV.)
(2) Perimeter and Waterway Frontage Landscaping				
(a) properties in any district shall provide three trees (one of which is a shade tree) for every 40 linear feet...				
NORTH				
	373.11 @ 3/40 l.f. = 28 TREES		28	continuous
	REMAINING SINGLE FAMILY SHOWN AS BUFFER			
	SOUTH (N.W. 76th St.)			
	165.49 l.f. @ 2/40 l.f. = 9 TREES		9	continuous
			(4 SHADE REQ.)	(8 SHADE PROV.)
	EAST			
	SINGLE FAMILY SHOWN AS BUFFER			
	WEST (University Dr.)			
	125.28 l.f. @ 2/40 l.f. = 7 TREES		7	continuous
			(3 SHADE REQ.)	(3 BS + 4 TD)
	SOUTH (Southern Bell)			
	240.11 @ 3/40 l.f. = 19 TREES		19	continuous
			(6 SHADE REQ.)	(7 AR + 4 CD + 8 LL)
	WEST (Southern Bell)			
	204.11 @ 3/40 l.f. = 16 TREES		16	continuous
			(6 SHADE REQ.)	(5 AR + 4 CD + 7 LL)

10-4.4 (3) Buffers				
(C)				
D-1	(i) A. on the side of the wall... two trees, one being a shade tree shall be installed for every 30 linear feet...		8	continuous
D-2	2 trees (1 shade tree) for every 30 l.f.		8	continuous
	106.5 l.f. @ 2/30 l.f. = 8 TREES			
	NORTH			
	344 l.f. @ 2/30 l.f. = 23 TREES		23	continuous
			(11 SHADE REQ.)	(12 CE + 11 MF)
INTERIOR OF WALL				
	(ii) B. on the side of the wall... interior... one shade tree every 40 linear feet		3	continuous
	NORTH: 106.5'		3	continuous
			(3 SHADE REQ.)	(3 CD)
	EAST: 344'		9	continuous
			(9 SHADE REQ.)	(9 CD)
10-4.4 (4) Pedestrian Zones along Building Facades				
E-1	1 tree for every 30 l.f.		8	continuous
E-2	NORTH FAÇADE		233.11/30 l.f. = 8 TREES	
E-3	NORTH EAST END FAÇADE		1	continuous
E-4	EAST FAÇADE		8	continuous
E-5	SOUTH EAST FAÇADE		2	continuous
E-6	WEST SOUTH FAÇADE		6	continuous
E-7	SOUTH WEST FAÇADE		6	continuous
	WEST FAÇADE (FRONT)		2	continuous
	TOTALS		200	206
				1,443
10-4.4 LANDSCAPING AND TREE PRESERVATION				
TREES-50% NATIVE				
	199 REQUIRED TREES X 50% = NATIVE TREES/PALMS		100	181
SHADE TREES-50% REQUIRED				
	199 REQUIRED TREES X 50% = SHADE TREES		100	122
10-4.4 (5) Vehicular Use Area Landscaping				
	15% of 32,919 s.f. = 4,938 s.f.		4,939	5,766

A WRITTEN TREE REMOVAL PERMIT FROM BROWARD CO. EPD SHALL BE PROVIDED TO THE CITY OF TAMARAC PRIOR TO ANY TREE OR PALM REMOVAL OR RELOCATION FROM THE PROPERTY.

SEE LANDSCAPE PLANS FOR TREE MITIGATION PLANTINGS, LOCATIONS, AND SPECIFICATIONS.

COLOR KEY LANDSCAPE PLAN

4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com
Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3124

Sun-Tech
Engineering, Inc.
Engineers-Planners-Surveyors

STE

REVISIONS	
NO.	DATE
1	03/22/2021
2	04/27/2021
3	05/03/2021
4	05/03/2021

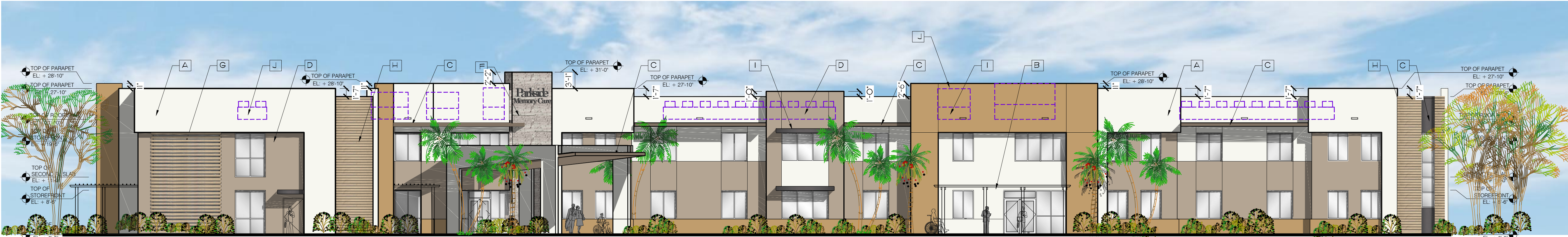
PARKSIDE MEMORY CARE ALF
CITY OF TAMARAC
FLORIDA

SITE LANDSCAPE PLAN

DATE: AS SHOWN
DESIGNED BY: JFS
DRAWN BY: JFS
JOB #: 20-14

REGISTERED LANDSCAPE ARCHITECT
JAMES F. SOCARICH
No. 1132
STATE OF FLORIDA

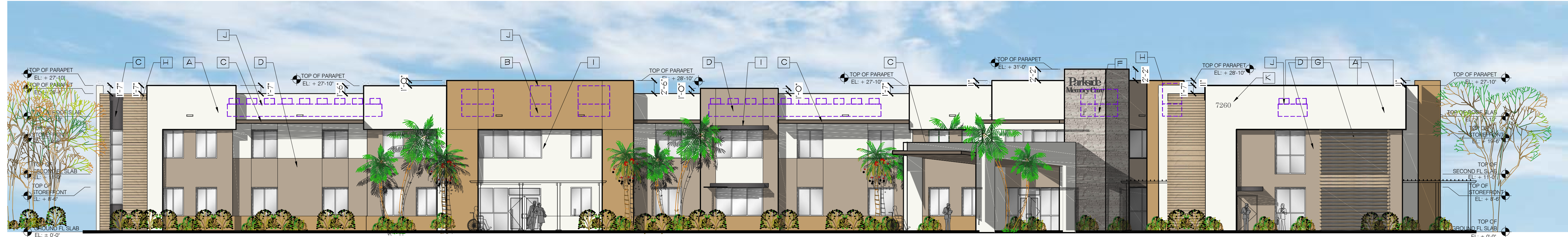
SHEET No.
CK-L-1



WEST ELEVATION

SCALE: 3/32 = 1'-0"

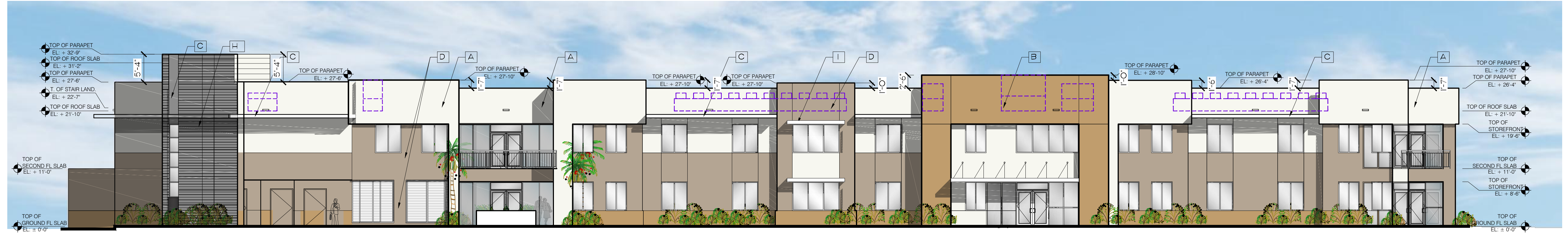
NOTE: SECURITY FENCE HAS BEEN OMITTED FOR CLARITY OF ELEVATIONS. Refer to sheet A-3.2 for fence elevation in front of building



SOUTH ELEVATION

SCALE: 3/32 = 1'-0"

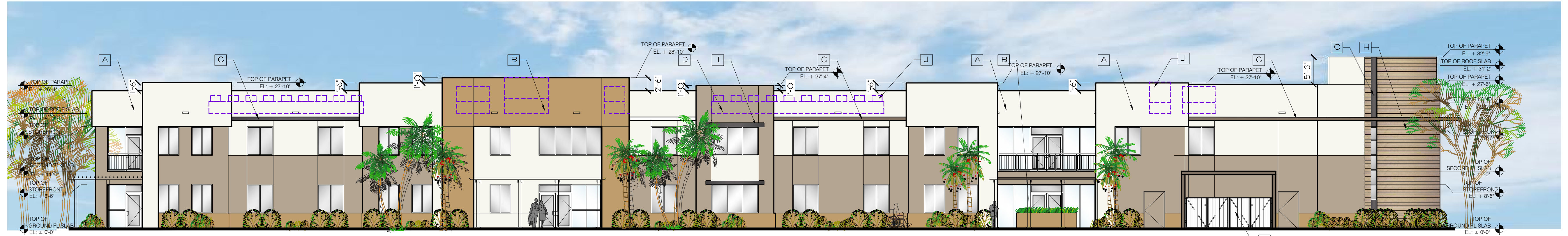
NOTE: SECURITY FENCE HAS BEEN OMITTED FOR CLARITY OF ELEVATIONS. Refer to sheet A-3.2 for fence elevation in front of building



NORTH ELEVATION

SCALE: 3/32 = 1'-0"

NOTE: SECURITY FENCE HAS BEEN OMITTED FOR CLARITY OF ELEVATIONS. Refer to sheet A-3.2 for fence elevation in front of building



EAST ELEVATION

SCALE: 3/32 = 1'-0"

NOTE: SECURITY FENCE HAS BEEN OMITTED FOR CLARITY OF ELEVATIONS. Refer to sheet A-3.2 for fence elevation in front of building

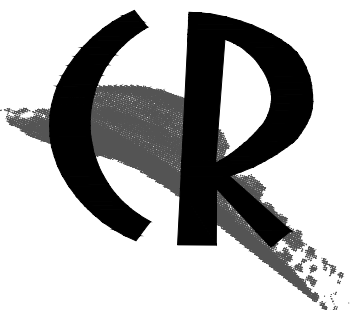
BUILDING PAINT COLORS		Sherwin Williams		BUILDING FINISHES	
[A] HIGH REFLECTIVE WHITE	SW 7757 (256-C1)	[E] PAINTED SAND FINISH STUCCO		[G] WOOD SCREEN	THERMORY WOOD - WHITE ASH CLEAR OILED
[B] EMPIRE GOLD	SW0012 (300)	[F] STONE VENEER	PRO-LEDGE WHITE	[H] WOOD VENEER	THERMORY WOOD - WHITE ASH CLEAR OILED
[C] FOOTHILLS	SW 7514 (248-C7)			[I] STOREFRONTS CANOPIES & SECURITY FENCE. TO BE BRONZE ANODIZED ALUMINUM	
[D] STONE LION	SW 7507 (248-C3)			[J] BUILDING PARAPETS INCREASED TO CONCEAL ROOFTOP EQUIPMENT. DASHED LINES DESIGNATE EQUIPMENT BEHIND PARAPETS.	
				[K] 6" MIN HIGH METAL LETTERS IN BLACK ON WHITE WALL - PROVIDE ON SOUTH FACING FACADE	
				[L] ALUMINUM PERGOLA ON 6X6 COLUMNS - FINISH: BRONZE ANODIZED ALUMINUM- SEE ELEVATIONS ON SHT - A-6.0	
				[M] ALUMINUM FIXED LOUVER - FULL HEIGHT WITHIN MASONRY OPENING - FINISH: BRONZE ANODIZED ALUMINUM	
				[N] OPAQUE GATES - SEE E/A-3.1 FOR MATERIAL & COLOR	

REVISIONS:
DRC V2 - 12/15/2020
DRC V3 - 01/20/2021

Parkside Memory Care ALF - Tamarac

Project Location: 7501 NW 76 Street, Tamarac FL, 33321

Owner: Serena Properties Pembroke Pines, LLC
18201 S.W. 52nd Court, Southwest Ranches, FL 33331



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DATE: 8/24/2020
DRAWN: RR
CHECKED BY: RRB
JOB NO.: 2457-19

SEAL

SHEET NO.

A-3.0

EXTERIOR ELEVATION



Parkside ALF
Memory Care

ARTISTIC RENDERING VIEW from N.W. 76th Street

REVISIONS:
DRC V2 - 12/15/2020
DRC V3 - 01/20/2021

Parkside Memory Care ALF - Tamarac
Project Location: 7501 NW 76 Street, Tamarac FL, 33321
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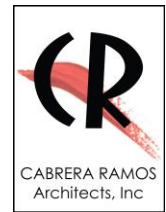
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SHEET NO.
A-0

RENDERING



December 15, 2020

City of Tamarac
7525 NW 88 Avenue
Tamarac, FL 33321

Re: **CPZ Architects Review**
Parkside Assisted Living Memory Care Facility- Tamarac
Folio_494103230030
Response to Review Comments

1. Applicant shall demonstrate compliance with 10-4.7(D)(5)(b) Transparency.
a. At least 30 percent of the ground-floor wall area between two and ten feet above grade shall consist of transparent glazing;

RESPONSE: A new sheet (A-3.2) demonstrating compliance with section 10-4.7(D) (5) (b) has been added to the DRC Submittal. We have 34 % Transparency on the ground floor between 2 and 10 feet.

- b. At least 20 percent of each upper-floor wall area shall consist of transparent or nontransparent glazing.

RESPONSE: A new sheet (A-3.2) demonstrating compliance with section 10-4.7(D) (5) (b) has been added to the DRC Submittal. We have 24 % Transparency on the second Floor.

2. It is unclear where the proposed "Security Aluminum Picket Fence" shown on sheet A-3.1 is being proposed. Applicant to provide clarification.

RESPONSE: The Security Fence is being provided at all outdoor terraces and at the North and East portion of the building to allow for ALF Residents a secure outdoor usable space. The locations are shown on A-2.0 and an elevation on new Sheet A-3.2 was added for further clarification.

Sincerely,

CABRERA RAMOS ARCHITECTS, INC.

Rosa E. Ramos-Botta, R.A., NCARB
Principal

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Principal



Title - Civility and Meeting Decorum

Requested by Vice Mayor Villalobos