City Hall Commission Chambers
1100 Park Lane East
Oakland Park, Florida 33334

CITY COMMISSION AGENDA
SEPTEMBER 9, 2026 6:30 PM

NOTE: CRA MEETING - There will be a CRA Meeting prior to Public Comments. At that time, the Mayor will call for a recess of the City Commission meeting, open the CRA Meeting to conduct CRA business, close the CRA meeting and reconvene the City Commission meeting.

ROLL CALL

MOMENT OF SILENCE

PLEDGE TO THE FLAG

PROCLAMATIONS

Remembrance Day - September 11th

Hunger Action Month

Hispanic Heritage Month

Suicide Prevention Month

ADDITIONS / CHANGES / DELETIONS

At this time, any member of the City Commission or the City Manager may request to add, change, or delete items from the agenda.

BUDGET PUBLIC HEARINGS

1 **Adoption of the Tentative, FY27 Millage Rate and Operating Budget. Advertising for this public hearing appeared on the TRIM notice.**

A) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE OF _____ FOR THE CITY'S GENERAL OPERATING FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; ADOPTING THE REQUIRED MILLAGE LEVY FOR VOTED DEBT SERVICE FOR GENERAL OBLIGATION BONDS SERIES 2020 FOR FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; ADOPTING THE REQUIRED MILLAGE LEVY FOR VOTED DEBT SERVICE FOR GENERAL OBLIGATION BONDS SERIES 2022 FOR FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

B) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE CITY FOR THE ENSUING YEAR; DETERMINING THE AMOUNT OF APPLICABLE FUNDS ON HAND; ESTIMATING RECEIPTS AND EXPENDITURES FOR ALL FUNDS, EXHIBIT "A"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(A) Tentative FY27 Millage Operating and Debt Service Rates Adoption
City Attorney Introduce Resolution
Staff Presentation
Open Public Hearing
Close Public Hearing
Motion (to Adopt Resolution Approving the Tentative Property Tax Millage Rates of _____ Setting the Date, Time and Place for final Adoption of Property Tax Millage Rate for September 23, 2026, at 6:30 p.m. at City Hall Commission Chambers, 1100 Park Lane East, Oakland Park)
Discussion
Vote on Motion
Motion to Adopt Resolution
Discussion
Vote on Motion

(B) FY27 Tentative Annual City Budget Adoption
City Attorney Introduce Resolution
Staff Presentation
Open Public Hearing
Close Public Hearing
Motion (to Adopt Resolution Approving the Tentative FY2027 Annual Budget and Set and Date, Time, and Place for final Adoption of Budget to be held September 23, 2026 at 6:30 p.m. at City Hall Commission Chambers, 1100 Park Lane East, Oakland Park.)
Discussion
Vote on Motion

QUASI-JUDICIAL HEARINGS

2. **Case #CD26-09CU | 3600 NE 5 Avenue, Outdoor Storage Use | Conditional Use: An Application for Conditional Use approval to allow a 17,261 sq. ft. Outdoor Storage Yard as an ancillary use to an existing 2-story 10,434 sq. ft. flex warehouse office building on property located at 3600 Northeast 5 Avenue and identified with parcel identification number 4942-22-00-0630. Advertising for this public hearing appeared in the Sun-Sentinel August 29, 2026.**

Recommendation:

Open Quasi-Judicial Hearing (Mayor may change order of proceedings.)
Commissioners must be continuously present during proceedings
Introductory Statement
Swear In Witnesses (City Attorney)
City Presents its case.
Petitioner/Representative Presents its Case.
Open Public Hearing
Parties who are in support of the petition

Parties who are in opposition of the petition
Either Party May Question Anyone Who Spoke
Final Rebuttal by Respondent
Close Public Hearing
Motion to Approve Conditional Use Approval
Discussion
Vote on Motion

CITY COMMISSION RECESS FOR COMMUNITY REDEVELOPMENT AGENCY MEETING

3. **PUBLIC COMMENTS**

At this time any person will be allowed to speak on any matter that pertains to City Business for a length of time not to exceed four minutes per person.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory, and are not expected to require review or discussion. Items will be enacted by one Motion; however, if discussion of an item is requested by the City Commission, that item may be removed from the Consent Agenda and considered separately.

4. **Approval of Minutes - June 17, 2026**

Recommendation:

Strategic Performance Area - Oakland Park's Identity
Motion to Approve

5. **Emergency Procurement – Environmental Cleanup and Waste Disposal Associated with Illicit Chemical Discharge on NE 3rd Avenue**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE EMERGENCY PROCUREMENT FROM CRYSTAL CLEAN, LLC FOR ENVIRONMENTAL CLEANUP, TRANSPORTATION, AND WASTE DISPOSAL SERVICES ASSOCIATED WITH THE ILLICIT CHEMICAL DISCHARGE ON NE 3RD AVENUE IN A TOTAL AMOUNT OF $47,989.58; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Infrastructure Needs
Motion to Adopt Resolution

6. **Interlocal Agreement with Broward County for Building Plan Review and Inspection Services**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A INTERLOCAL AGREEMENT FOR BUILDING CODE SERVICES WITH BROWARD COUNTY FOR A FIVE (5) YEAR CONTINUATION OF THESE SERVICES WITH AN OPTIONAL FIVE (5) YEAR RENEWAL UPON REQUEST BY THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Smart Growth and Development
Motion to Adopt Resolution

7. **Renewal of Agreement with South Florida Food and Wine, Inc. for Event Management Services**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK,

FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO THE SECOND AND FINAL TWO-YEAR RENEWAL TERM WITH SOUTH FLORIDA FOOD AND WINE, INC. FOR EVENT MANAGEMENT SERVICES, FOR THE PERIOD OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2028; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Community Wellness and Recreation
Motion to Adopt Resolution

8. **Second Renewal of Agreement with Keylite Power & Lighting Corp. for Fire Station Alerting System Services**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE SECOND ONE-YEAR RENEWAL WITH KEYLITE POWER & LIGHTING CORP. AND US DIGITAL DESIGNS FOR SERVICE AND MAINTENANCE OF THE CITY'S FIRE STATION ALERTING SYSTEMS FOR THE PERIOD OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027, PIGGYBACKING BROWARD COUNTY CONTRACT NO. R1426611P1, IN AN AMOUNT NOT TO EXCEED $33,155.32; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Infrastructure Needs
Motion to Adopt Resolution

9. **Approval to Purchase Medical Supplies from Medline Industries, Inc. Using OMNIA Partners Cooperative Purchasing Contract #2021003157**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF PHARMACEUTICAL AND MEDICAL SUPPLIES FROM MEDLINE INDUSTRIES, INC. PIGGYBACKING OMNIA PARTNERS CONTRACT #2021003157 IN AN AMOUNT NOT TO EXCEED THE FUNDING APPROVED IN THE FY 2027 OPERATING BUDGET, SUBJECT TO FINAL BUDGET ADOPTION AND APPROPRIATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Public Safety and Community Integrity
Motion to Adopt Resolution

10. **Florida East Coast Railway Crossings Rehabilitation**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE REHABILITATION OF TWO (2) RAILROAD CROSSINGS AT MP 337.28 (NE 36 STREET) AND MP 337.41 (NE 34 STREET) IN ACCORDANCE WITH THE CROSSING MAINTENANCE AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND THE FEC RAILWAY IN THE ESTIMATED AMOUNT OF $263,208.42 PLUS TEN PERCENT (10%) CONTINGENCY OF $26,321.00 FOR UNFORESEEN ITEMS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Infrastructure Needs
Motion to Adopt Resolution

11. **Approval of Year 7 Measurement and Verification Services Payment to Energy Systems Group, LLC**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PAYMENT OF $25,075.00 TO ENERGY

SYSTEMS GROUP, LLC FOR YEAR 7 MEASUREMENT AND VERIFICATION SERVICES PURSUANT TO THE GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT APPROVED BY RESOLUTION NO. R-2017-144; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Infrastructure Needs
Motion to Adopt Resolution

12. **Approval of the Surtax Funding Agreement (SFA) between the City of Oakland Park and Broward County for the NE 13th Avenue Sidewalk and Drainage Improvements Project (OAKL-22-004).**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE PROJECT SPECIFIC INTERLOCAL AGREEMENT AND ALL DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT BETWEEN THE CITY AND BROWARD COUNTY FOR THE NE 13TH AVENUE SIDEWALK AND DRAINAGE IMPROVEMENTS PROJECT (OAKL-22-004), IN A MAXIMUM AMOUNT OF $588,921.24; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Infrastructure Needs
Motion to Adopt Resolution

13. **Approval of Additional Professional Services with Currie Sowards Aguila Architects for Architectural and Engineering Services for City Centennial Park**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE ADDITIONAL PROFESSIONAL SERVICES WITH CURRIE SOWARDS AGUILA ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR CITY CENTENNIAL PARK IN AN AMOUNT NOT TO EXCEED $281,150.00; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ADDITIONAL SERVICES AUTHORIZATION, AND APPROVING THE BUDGET AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Infrastructure Needs
Motion to Adopt Resolution

RESOLUTIONS AND MISCELLANEOUS

14. **Code Enforcement Board Appointments - Two (2) Regular Members**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA APPOINTING TWO (2) MEMBERS TO FILL THE VACANT SEATS WITH A TERM ENDING SEPTEMBER 30, 2029 TO SERVE ON THE CODE ENFORCEMENT BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Public Safety and Community Integrity
Motion to Appoint Two (2) Regular Members ___ & ___.
Discussion
Vote on Motion

City Attorney Introduce Resolution
Motion to Adopt Resolution

Discussion
Vote on Motion

15. **Request for Increase in Aggregate Expenditure Authority for Due Diligence Professional Services Related to the Potential Acquisition of Real Property from the State of Florida, Department of Commerce**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING INCREASING THE AGGREGATE EXPENDITURE AUTHORITY FOR PROFESSIONAL SERVICES RELATED TO DUE DILIGENCE FOR THE POTENTIAL ACQUISITION OF THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE PROPERTY FROM $75,000.00 TO AN AMOUNT NOT TO EXCEED $100,000.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Strategic Performance Area - Smart Growth and Development
Staff Presentation
City Attorney Introduce Resolution
Motion to Adopt Resolution
Discussion
Vote on Motion

16. **REPORTS FROM THE CITY COMMISSION**

REPORTS FROM THE CITY MANAGER

17. **Financial Activity Report for the Period Ended July 31, 2026**

REPORTS FROM THE CITY ATTORNEY

18 **City Attorney Report - 09-09-26**

ADJOURN

This meeting facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Clerk's Office by telephone: 954.630.4300, or via Fax: 954.630.4302 for information or assistance.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, the person will need a record of proceedings, and that, for such purpose, the person 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 to be based.

I, the undersigned authority, certify the above Notice of Meeting of the City Commission is a true copy of the Notice posted on the outdoor bulletin board at the main entrance of City Hall, a place convenient and readily accessible to the general public at all times.

Español - Por favor llame al 954-630-4300, o envíe un correo electrónico a publiccomments@oaklandparkfl.gov para rececibir esta información en español.

Kreyòl ayisyen - Tanpri rele 954-630-4300, oswa voye yon imèl bay publiccomments@oaklandparkfl.gov pou resevwa enfòmasyon sa yo an kreyòl ayisyen.

Posted: _____ By: *Renee M. Shrout*
Renee M Shrout, CMC
City Clerk

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO.

MEETING DATE: 9/9/2026

PREPARED BY:	City Clerk's office	**DEPARTMENT HEAD APPROVAL:**	CITY CLERK

SUBJECT: Remembrance Day - September 11th

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

3. FINANCIAL IMPACT

4. RECOMMENDATION

ATTACHMENTS:

Proclamation

STATE OF FLORIDA
CITY OF OAKLAND PARK

PROCLAMATION

WHEREAS, on September 11, 2001, 25 years ago, our nation endured devastating terrorist attacks that claimed the lives of nearly 3,000 people and forever changed our country and communities; and

WHEREAS, on this solemn Day of Remembrance, we honor the innocent lives lost at the World Trade Center in New York City, the Pentagon in Arlington, Virginia, and aboard United Airlines Flight 93 in Shanksville, Pennsylvania; and

WHEREAS, we also recognize the extraordinary courage and selflessness of the firefighters, law enforcement officers, emergency medical personnel, members of the Armed Forces, public servants, and ordinary citizens who responded in the face of unimaginable danger, many placing the lives of others before their own; and

WHEREAS, we remember the survivors, families, friends, and communities whose lives were forever affected by the events of September 11, as well as the first responders and recovery workers who later suffered illness or lost their lives as a result of their service; and

WHEREAS, the strength, compassion, unity, and resolve demonstrated in the aftermath of September 11 remind us of the importance of standing together as a community and a nation during times of hardship; and

WHEREAS, more than two decades later, we remain committed to ensuring that future generations understand the significance of September 11 and remember the lives lost, the sacrifices made, and the enduring spirit of service that emerged from that tragic day.

NOW, THEREFORE, the City Commission of the City of Oakland Park, Florida, by virtue of the authority vested in it by the Charter, does hereby authorize Mayor Steven R. Arnst to proclaim the 11th day of September 2026 as

DAY OF REMEMBRANCE

in the City of Oakland Park as we honor and support the victims, survivors, first responders, and their families within our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Oakland Park, Florida, to be affixed this 9th day of September 2026.

BY: _____
STEVEN R. ARNST, MAYOR

ATTEST:

_____
RENEE M. SHROUT, CMC, CITY CLERK

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO.

MEETING DATE: 9/9/2026

PREPARED BY:	City Clerk's office	**DEPARTMENT HEAD APPROVAL:**	CITY CLERK

SUBJECT: Hunger Action Month

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

3. FINANCIAL IMPACT

4. RECOMMENDATION

ATTACHMENTS:

Proclamation

STATE OF FLORIDA
CITY OF OAKLAND PARK

PROCLAMATION

WHEREAS, access to sufficient, nutritious food is essential to the health, well-being, and quality of life of every individual and family; and

WHEREAS, food insecurity affects people in communities throughout the United States, including children, older adults, working families, veterans, and individuals facing financial hardship; and

WHEREAS, rising costs of food, housing, transportation, health care, and other necessities can place families in the difficult position of choosing between food and other essential needs; and

WHEREAS, the City of Oakland Park recognizes that addressing hunger strengthens our entire community and encourages residents to support hunger-relief efforts through volunteering, donating food or funds, raising awareness, and advocating for equitable access to nutritious food; and

WHEREAS, committed to reducing hunger, the City of Oakland Park partners with Farm Share, a Florida-based nonprofit dedicated to fighting hunger and food waste to deliver food baskets to our most vulnerable citizens. With the assistance of City volunteers, over 6,750 deliveries have been provided to Oakland Park citizens in need since the inception of the City's homebound food program in 2022.

WHEREAS, by working together with compassion and purpose, we can help ensure that all members of our community have access to the nourishment and resources they need to thrive.

NOW, THEREFORE, the City Commission of the City of Oakland Park, Florida, by virtue of the authority vested in it by the Charter, does hereby authorize Mayor Steven R. Arnst to proclaim the month of September 2026 as

HUNGER AWARENESS MONTH

in the City of Oakland Park and encourages all residents, businesses, community organizations, and civic partners to learn more about food insecurity, support local hunger-relief initiatives, and take meaningful action toward building a community where no one goes hungry.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Oakland Park, Florida, to be affixed this 9th day of September 2026.

By: _____
STEVEN R. ARNST, MAYOR

ATTEST: _____
RENEE M. SHROUT, CMC, CITY CLERK

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO.

MEETING DATE: 9/9/2026

PREPARED BY:	City Clerk's office	**DEPARTMENT HEAD APPROVAL:**	CITY CLERK

SUBJECT: Hispanic Heritage Month

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

3. FINANCIAL IMPACT

4. RECOMMENDATION

ATTACHMENTS:

Proclamation

STATE OF FLORIDA
CITY OF OAKLAND PARK

PROCLAMATION

WHEREAS, Hispanic Americans carry forward the legacy of explorers, missionaries, soldiers and pioneers whose resolute spirit shaped our nation, and continue to enrich every facet of American society while honoring the rich cultural and historic traditions of their ancestral homelands; and

WHEREAS, the observance began in 1968 as Hispanic Heritage Week and was expanded in 1988 to a month-long celebration, providing an opportunity to honor the generations of Hispanic and Latino Americans who have enriched our nation and strengthened our communities; and

WHEREAS, this meaningful observance celebrates the profound contributions of Hispanic Americans, through their distinctive cuisine, language, arts, and values as they represent perspectives and achievements that have fundamentally shaped our Nation's identity and advanced progress for all; and

WHEREAS, this month-long celebration also underscores the importance of cultural preservation, language, intergenerational traditions, and the values of faith, family, resilience, and community, which are hallmarks of Hispanic heritage and aligned with the best of our shared American values; and

WHEREAS, the City will host Latin Fest, a free, family-friendly event that highlights live music by Salsabor All Stars, children's activities, food trucks, and more on Friday, September 18, 2026, from 6:00 p.m. to 10:00 p.m.at Jaco Pastorius Park.

NOW, THEREFORE, the City Commission of the City of Oakland Park, Florida, by virtue of the authority vested in it by the Charter, does hereby authorize Mayor Steven R. Arnst to proclaim the month of September as

HISPANIC HERITAGE MONTH

in the City of Oakland Park and encourages all residents to join in recognizing the achievements, contributions, cultures, and traditions of Hispanic and Latino Americans and to participate in programs and activities celebrating the rich diversity that strengthens our community

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Oakland Park, Florida, to be affixed this 9th day of September 2026.

BY: _____
STEVEN R. ARNST, MAYOR

ATTEST:

_____
RENEE M. SHROUT, CMC, CITY CLERK

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO.

MEETING DATE: 9/9/2026

PREPARED BY:	City Clerk's office	**DEPARTMENT HEAD APPROVAL:**	CITY CLERK

SUBJECT: Suicide Prevention Month

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

3. FINANCIAL IMPACT

4. RECOMMENDATION

ATTACHMENTS:

Proclamation

STATE OF FLORIDA
CITY OF OAKLAND PARK

PROCLAMATION

WHEREAS, suicide is a serious public health issue that affects individuals, families, friends, workplaces, schools, and communities across all backgrounds and walks of life; and

WHEREAS, Suicide Prevention Month provides an important opportunity to raise awareness, promote hope, encourage meaningful conversations about mental health and emotional well-being, and connect people with support and resources; and

WHEREAS, recognizing the warning signs of suicide, reducing stigma surrounding mental health challenges, and encouraging individuals to seek help can contribute to saving lives and strengthening our community; and

WHEREAS, suicide prevention is a shared responsibility, and each of us can make a difference by listening without judgment, reaching out to those who may be struggling, fostering connection, and helping create a community where people know they are valued and supported; and

WHEREAS, the City of Oakland Park recognizes the dedication of mental health professionals, first responders, educators, healthcare providers, community organizations, families, advocates, and others who work to prevent suicide and provide compassionate support to those in need; and

WHEREAS, during Suicide Prevention Month, we remember those whose lives have been lost to suicide, offer support and compassion to those who have experienced loss, and reaffirm our commitment to promoting awareness, connection, resilience, and hope throughout our community.

NOW, THEREFORE, the City Commission of the City of Oakland Park, Florida, by virtue of the authority vested in it by the Charter, does hereby authorize Mayor Steven R. Arnst to proclaim the month of September 2026 as

SUICIDE PREVENTION MONTH

in the City of Oakland Park and encourages all residents to learn about suicide prevention, support those who may be struggling, help reduce the stigma associated with seeking assistance, and work together to foster a caring, connected, and supportive community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Oakland Park, Florida, to be affixed this 9th day of September, 2026.

By: _____
STEVEN R. ARNST, MAYOR

ATTEST: _____
RENEE M. SHROUT, CMC, CITY CLERK

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 1

MEETING DATE: 9/9/2026

PREPARED BY:	Rhea Rivera, CGFM Director, Financial Services	**DEPARTMENT HEAD APPROVAL:**	FINANCIAL SERVICES

SUBJECT:
Adoption of the Tentative, FY27 Millage Rate and Operating Budget

1. BACKGROUND/HISTORY

Issue Statement: A public hearing is to be conducted on September 9, 2026, for the purpose of receiving public comments on the proposed Fiscal Year (FY) 27 operating and voted debt service millage rates and annual operating budget, after which the Commission will adopt a tentative FY 27 operating and voted debt service millage rates and annual operating budget.

Recommended Action: Adopt a tentative FY 27 operating millage and voted debt service millage rates and annual operating budget after receiving public comments on these subjects.

As part of the City's annual budget process, this is the first of two meetings with public hearings in September leading to the final adoption of the City's FY 27 property tax operating millage and voted debt service millage rates, annual operating budget, and special assessment rates related to various services provided by the City.

The public hearings are for the purpose of receiving comments on the proposed FY 27 operating millage and debt service millage rates and annual operating budget, after which the Commission will adopt a Tentative FY 27 millage rate and annual operating budget. Notice was provided to property owners in the TRIM (Truth-in-millage) notice distributed by the Property Appraiser's Office in August.

As indicated, the operating and voted debt service millage rates and operating budget are tentative. At the September 23 Commission meeting, the Commission will adopt the final FY 27 operating and debt service millage rates and annual operating budget after receiving public comment(s). The FY 27 Capital Improvement Program (CIP) and Compensation Plan will also be adopted at that meeting.

Between these two meetings, September 9 and 23, there will be separate public hearings on September 14 to adopt the final fire, residential solid waste, and stormwater assessment rates. Of the three assessments, only the fire assessment is a component of the General Fund. As an important source of revenue for the General Fund, the fire assessment rate adopted will have a significant impact on the Commission's flexibility in adopting a final operating millage rate and annual operating budget on September 23. Advertisements for these special assessment hearings were published in August; property owners were also advised of these hearings as part of the TRIM notice distributed by the Property Appraiser's Office.

The City Manager's Recommended Budget was presented during the July 15 City Commission meeting. The operating and voted debt service millage rates and operating budget were discussed during this meeting and the Commission adopted a preliminary operating millage rate of 5.6799 mills, a voted debt service millage of 0.3136 mills for Series 2020 General Obligation (G.O.) Bonds, a voted debt service millage of 0.1706 mills for Series 2022 G.O. Bonds for a combined debt service millage of 0.4842 mills, and the recommended special assessment rates for inclusion on the TRIM Notices distributed by the County Appraiser in August.

As discussed, the rates on the TRIM Notices are, except in extraordinary circumstances, the maximum the City will consider for FY 27 and are the starting point for Commission deliberation as to what the final adopted rates will be. Additionally, the tentative operating millage rate adopted on September 9 becomes the maximum rate the Commission may consider for final adoption on September 23.

2. CURRENT ACTIVITY

During the July 15 Commission meeting, staff presented a summary of the Recommended Budget's key elements, including the proposed FY 27 business plan and capital purchases, grant activity, and the financial impact of the proposed recommended operating and voted debt service millage rates and assessment rates on residents. The below sections detail the proposed tentative operating and voted debt service millage rates and budget.

Tentative Millage Rates (Operating & Debt Service)

As required by the TRIM process, the first requirement of the initial public budget hearing is to adopt a tentative millage rate. The Recommended Budget included a preliminary operating millage rate of 5.6799 mills; and two (2) separate voted debt service millages of 0.3136 mills and 0.1706 mills for Series 2020 and Series 2022 of the G.O. Bonds, respectively, or a combined debt service millage of 0.4842 mills, which were adopted by the Commission.

The recommended tentative operating millage of 5.6799 mills is unchanged from the preliminary rate. **This will be the twelfth reduction to the operating millage in a thirteen-year period.**

The 2026 property tax base, which forms the basis of FY 27's ad valorem revenue, has increased by 6.49% in the past year to about $6.62 billion. As part of the budget process, the City is required to calculate the "rolled-back rate", which is the millage rate that is needed to produce the same level of property tax revenue as the prior year's operating tax levy. With the property tax base increase and the proposed operating millage rate, there would be $1.7 million more in revenue than would be provided by the rolled-back operating millage rate of 5.4074 mills at a 95% rate of collection.

Although the City is reducing the operating millage rate, the total property tax collections will be higher and the City will be required to advertise a 5.04% tax increase over the rolled-back millage rate of 5.4074 mills under the State's Truth-in-Millage (TRIM) Statute. The rolled-back millage rate only applies to the operating millage rate - it does not apply to debt service millage rates.

In 2018, over two-thirds of Oakland Park's voters approved the issuance of $40 million in General Obligation (G.O.) bonds to rebuild and enhance the City's Fire-Rescue and community facilities. In May 2020, the City was assigned an investment grade AA credit rating by Standard and Poor's and in June 2020, the first tranche of bonds (Series 2020) was sold, securing $26 million of the approved $40 million. In late 2021, it became clear that large increases in the interest rates could be expected. To avoid higher interest costs, the City moved quickly to sell the remaining bonds and secure lower interest rates. In February 2022, the remaining $14 million of the approved $40 million G.O. bonds were subsequently sold (Series 2022). These proceeds will be utilized to fund Oakland Park's **Building Our Second Century** program facility efforts. These G.O. bond proceeds are financed over a 20-year period. The City is required to pay the bonds' debt service costs by levying the voter-approved debt service millage.

The G.O. bond debt service to be paid next fiscal year is approximately $3.05 million, which will require a debt service millage rate of 0.3136 mills for Series 2020 and a debt service millage rate of 0.1706 mills for Series 2022. The combined debt service rate for Series 2020 and Series 2022 is 0.4842 mills. The Commission is asked to adopt a specific rate for each specific series.

Tentative Budget

In July, staff presented the City Commission with a Recommended Budget of $180.6 million. The document represents a financial plan based on the policy direction established by the Commission and the best information the staff has available at this time. As changes occur and new information becomes available that impacts these plans, revisions to the budget will be needed, either as part of the adoption of the final budget or later through the budget amendment process after the fiscal year begins. The Tentative Budget is attached as "Exhibit A." The attached FY 27 Budget Message (Exhibit B) also provides a detailed narrative and explanation of the proposed budget. Additional details regarding the proposed FY 27 budget are included in the FY 27 Recommended

Budget Book. This document is available upon request through the City Clerk's Office.

After adoption of the Tentative Millage and Tentative Budget, public notice is required by state law. A tentative budget advertisement in conformance with Florida Statute 200.065 will be published in the Sun Sentinel to provide notification of a public hearing to be held on Wednesday, September 23, 2026, at 6:30 p.m. for the Final Budget adoption. This meeting is for the purpose of setting a Final Tax Levy and Final Budget.

As part of the Final Budget adoption on September 23, the City Commission will also approve the Five-Year Capital Improvement Program, the City's Fiscal Policies, the Citywide Compensation Plan, and the Fees/Rates Schedule. The Five-Year Capital Improvement was presented to the Commission in June and the full document was provided as part of the recommended budget distributed in July. The City's Fiscal Policies are adopted annually at the time of the City's adoption of the annual budget. The City's Fiscal Policies remain unchanged from March 2026, which incorporated changes allowing for reductions of up to fifty percent (50%) of City building permit and plan review fees for qualifying residential projects subject to the City's adopted budget, fee schedules, program guidelines, and applicable laws. The Citywide Compensation Plan will include all job classifications for all employee groups and updates will be made to ensure consistency with the provisions of the of the collective bargaining agreements approved by the Commission; new job classifications and modifications approved by the Civil Service Board will also be incorporated. A memorandum from Human Resources will accompany the revised document outlining these changes.

3. FINANCIAL IMPACT

The recommended operating millage rate is 5.6799 mills and the combined debt millage rate is 0.4842 mills. The operating millage will generate about $1.7 million over the rolled-back rate for a total property tax revenue of $35.7 million, while the debt service millage will generate about $3.05 million for the debt service of the Series 2020 and Series 2022 G.O Bond due in FY 27. This presumes a 95% collection rate.

As provided for in Florida Statute Section 193.155(1), beginning in 1995, or the year after the property receives homestead exemption, an annual increase in assessment shall not exceed the lower of the following:

- Three percent of the assessed value of the property for the prior year; or
- The percentage change in the Consumer Price Index (CPI) for all urban consumers, U.S. city average, all items 1967 = 100 or successor reports* for the preceding calendar year as initially reported by the U.S. Department of Labor, Bureau of Labor Statistics

For 2026, the CPI change reported by the Florida Department of Revenue is 2.7%. As such, the maximum growth in taxable value a homestead residence can experience is 2.7%. About 61% of all Oakland Park residential properties are homesteaded.

With the maximum taxable value increase of 2.7% and the proposed operating millage rate of

5.6799, the median, homesteaded single-family home from last year would experience a $35.40 increase, or 3.03%, in City property tax for operations, or equivalent to $2.95 a month.

The combined debt service millage is 0.4842 mills which represents a decrease of $2.16 (-2.06%) from last year. The estimated cost to a homesteaded single-family home would be $102.59 or $8.55 a month, well below the $10.00 a month estimated cost that was shared during public educational outreach in 2018.

With the proposed operating and debt service millage rates, the Ad Valorem tax to the median single-family home for next year would be $1,305.99, representing a net annual increase of $33.25, or $2.77 monthly. This increase represents **2.61%** over FY 2026.

4. RECOMMENDATION

Taxing authorities must hold two public hearings to adopt the millage rate and budget. The procedures required for each public hearing are governed by s. 200.065, F.S.

To ensure compliance with TRIM requirements, it is recommended that the City Commission do the following in the indicated order to ensure proper adoption of the tentative millage and budget:

1. Conduct a public hearing in regards to the FY 27 tentative operating and two (2) debt service millage rates;

2. After deliberation, adopt the FY 27 tentative millage resolution. Prior to adopting the millage levy resolution, staff must formally announce the name of the taxing authority (the City of Oakland Park, the rolled-back rate, and percentage increase over the rolled-back rate, and the millage rate to be levied); the following millage rates are recommended:

- Operating Millage: 5.6799 mills (5.04% over the rolled-back millage rate of 5.4074 mills)
- Debt Millage Series 2020: 0.3136 mills
- Debt Millage Series 2022: 0.1706 mills

3. Conduct a public hearing in regards to the FY 27 tentative budget;

4. After deliberation, adopt the FY 27 tentative budget.

ATTACHMENTS:

FY27 Tentative Millage Resolution
FY27 Tentative Budget Resolution
FY27 Budget Summary by Division
FY27 Budget Message

RESOLUTION NO. R-2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE OF _____ FOR THE CITY'S GENERAL OPERATING FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; ADOPTING THE REQUIRED MILLAGE LEVY FOR VOTED DEBT SERVICE FOR GENERAL OBLIGATION BONDS SERIES 2020 FOR FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; ADOPTING THE REQUIRED MILLAGE LEVY FOR VOTED DEBT SERVICE FOR GENERAL OBLIGATION BONDS SERIES 2022 FOR FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a tentative budget has been prepared estimating expenses and revenues of the City of Oakland Park, Florida, for the ensuing year, with detailed information, including revenues to be derived from sources other than ad valorem levy, and the City Manager has made recommendations as to the amount to be appropriated for the ensuing year; and

WHEREAS, the City Commission has met and considered the recommendations, the suggested tentative budget, and the tentative millage to be levied to carry on the government of the City for the ensuing year;

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

Section 1. The tentative operating millage rate necessary to be levied against ad valorem valuation of property subject to taxation in the City of Oakland Park, Florida, to produce a sufficient sum which together with departmental and other revenues will be sufficient to pay for appropriations made in the tentative budget for the fiscal year is hereby set at _____ mills.

Section 2. The tentative millage levy for voted debt service necessary to be levied against ad valorem valuation of property subject to taxation in the City of Oakland Park, Florida to produce a sufficient sum of revenues sufficient to pay for General Obligation Bonds Series 2020 for the fiscal year is hereby set at _____ mills.

Section 3. The tentative millage levy for voted debt service necessary to be levied against ad valorem valuation of property subject to taxation in the City of Oakland Park, Florida to produce a sufficient sum of revenues sufficient to pay for General Obligation Bonds Series 2022 for the fiscal year is hereby set at _____ mills.

Section 4. The millage referred to in the preceding Sections are hereby levied for the following purposes:

Purpose	Mills
General Fund Operating Levy	_____
General Obligation Debt Service Levy, Series 2020	0.3136
General Obligation Debt Service Levy, Series 2022	0.1706

Section 5. The Operating Millage adopted herein is lesser/greater than the rolled-back rate of _____ mills computed pursuant to the TRIM Act (Section 200.065, Florida Statutes, 2002, as amended) by _____%. This percentage shall be known as the percentage decrease/increase in property taxes adopted by the City.

Section 6. The tentative budget advertisement in compliance with Florida Statute 200.065 shall be published in one issue of a newspaper published in Broward County, Florida, and at the same time the public will be notified of a public hearing to be held at 6:30 p.m. on the 23rd day of September 2026, in City Commission Chambers of City Hall, 1100 Park Lane East, Oakland Park, Florida, for the purpose of hearing objections or criticisms of the tentative budget and millage. This meeting is for the purpose of setting a Final Tax Levy and Final Budget.

Section 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

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

Section 7. This Resolution shall become effective upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 9th day of September, 2026, at _____ PM.

_____
MAYOR STEVEN R. ARNST

L. NEWBOLD	_____
A. GORDON	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC CITY CLERK

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE CITY FOR THE ENSUING YEAR; DETERMINING THE AMOUNT OF APPLICABLE FUNDS ON HAND; ESTIMATING RECEIPTS AND EXPENDITURES FOR ALL FUNDS, EXHIBIT "A"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a tentative budget has been prepared by the City Manager estimating expenditures and revenues of the City for the ensuing year, with detailed information, including revenues to be derived from sources other than ad valorem levy, and the City Manager has made recommendations as to the amount to be appropriated for the ensuing year; and

WHEREAS, the City Commission has met and considered the recommendations, the suggested budget, and the tentative millage to be levied to carry on the government of the City for the ensuing year;

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The tentative budget of the City of Oakland Park, Florida, for the fiscal year beginning October 1, 2026 and ending September 30, 2027, a copy of which is attached hereto, and more particularly set forth in Exhibit "A", is hereby adopted and the appropriations set out therein are hereby made to maintain and carry on the government of the City of Oakland Park, Florida.

SECTION 3. The tentative budget advertisement in conformance with Florida Statute 200.065 shall be published in one issue of a newspaper published in Broward County, Florida, and at the same time the public will be notified of a public hearing to be held on the 23rd day of September, 2026 at 6:30 p.m. for the purpose of hearing objections or criticisms of the tentative budget and millage. This meeting is for the purpose of setting a Final Tax Levy and Final Budget.

SECTION 4. All delinquent taxes collected during the ensuing fiscal year as proceeds from levies of operating millage of prior years are hereby specifically appropriated for the use in the individual funds where originally recorded.

SECTION 5. All delinquent special assessments collected during the ensuing Fiscal Year are hereby specifically appropriated for the use of the fund for which they were originally assessed.

SECTION 6. Any appropriated free balance remaining at the end of the Fiscal Year 2025-2026 shall be included in the fund balance for 2026-2027 in the fund where it was originally appropriated.

SECTION 7. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

SECTION 8. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9. This Resolution shall become effective upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 9th day of September 2026 at 6:30 PM.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

L. NEWBOLD _____
A. GORDON _____
F. BUDHOO _____
T. LONERGAN _____
S. ARNST _____

ATTEST:

_____
RENEE M. SHROUT, CMC CITY CLERK

CITY OF OAKLAND PARK, FLORIDA

Tentative Budget - Fiscal Year 2027
Budget Summary By Division

		FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	FY 2026 Amended Budget	FY 2026 Forecast	FY 2027 Tentative Budget
	GENERAL FUND						
	Revenue						
311	Property Tax	25,474,225	28,550,123	31,961,831	33,989,596	33,984,041	35,728,184
31	Other Taxes	9,239,144	9,826,429	10,132,742	9,504,430	9,725,335	10,200,977
32	Permits Fees & Special Assessments	9,118,271	7,528,835	7,523,248	8,980,071	8,046,644	9,064,190
33	Intergovernmental Revenue	8,439,005	8,298,029	6,497,427	6,083,140	5,740,972	5,902,000
34	Charges for Services	15,132,734	14,984,531	18,563,591	18,450,503	18,735,034	20,540,640
35	Judgement Fines & Forfeits	403,360	831,070	932,834	371,000	444,600	416,500
36	Miscellaneous Revenues	5,676,014	4,031,554	2,774,195	2,116,158	2,147,512	1,690,260
38	Debt Proceeds & Transfers In	1,150,114	474,832	14,052,022	80,783	91,310	6,021,420
39	Other Sources	-	-	-	8,695,801	9,356,034	7,833,884
	Total General Fund Funding	**74,632,867**	**74,525,402**	**92,437,889**	**88,271,482**	**88,271,482**	**97,398,055**
	Expenditures						
001.10.511	**City Commission**						
10	Personal Services	149,531	166,565	171,922	190,125	180,486	204,166
30	Operating Expenditures	167,305	165,882	232,886	416,328	329,988	450,900
60	Capital Outlay	-	-	2,960,659	-	-	-
70	Debt Service	-	-	37,556	-	-	-
	Total City Commission	**316,836**	**332,447**	**3,403,023**	**606,453**	**510,474**	**655,066**
001.11.512	**City Manager**						
10	Personal Services	1,381,852	1,564,180	1,586,655	1,796,844	1,738,116	1,800,824
30	Operating Expenditures	69,529	88,952	133,343	317,203	241,106	334,423
60	Capital Outlay	23,952	-	1,911,989	-	-	-
70	Debt Service	12,000	12,000	24,253	-	-	-
	Total City Manager	**1,487,333**	**1,665,132**	**3,656,241**	**2,114,047**	**1,979,222**	**2,135,247**
001.12.511	**City Clerk**						
10	Personal Services	363,232	400,830	412,111	449,124	397,517	480,352
30	Operating Expenditures	247,882	197,578	219,383	470,833	254,737	453,262
60	Capital Outlay	14,405	295,235	577,204	-	-	-
70	Debt Service	7,107	36,054	36,056	-	-	-
	Total City Clerk	**632,626**	**929,697**	**1,244,754**	**919,957**	**652,254**	**933,614**
001.13.513	**Human Resources**						
10	Personal Services	575,098	659,640	692,437	734,984	713,755	961,963
30	Operating Expenditures	161,968	144,133	151,121	341,330	319,694	344,823
60	Capital Outlay	55,135	-	766,288	-	-	-
70	Debt Service	11,538	11,538	21,258	-	-	-
	Total Human Resources	**803,739**	**815,311**	**1,631,104**	**1,076,314**	**1,033,449**	**1,306,786**
001.95.591	**Risk Management**						
30	Operating Expenditures	929,012	1,174,052	1,950,616	1,967,948	1,950,616	2,010,159
	Total Risk Management	**929,012**	**1,174,052**	**1,950,616**	**1,967,948**	**1,950,616**	**2,010,159**
001.14.514	**Legal**						
30	Operating Expenditures	621,973	732,247	665,369	739,500	606,000	790,000
	Total Legal	**621,973**	**732,247**	**665,369**	**739,500**	**606,000**	**790,000**
001.15.513	**Financial Services**						
10	Personal Services	1,173,251	1,373,322	1,425,555	1,563,602	1,534,738	1,586,634
30	Operating Expenditures	154,241	185,955	246,424	369,049	326,551	378,079
60	Capital Outlay	-	-	1,405,691	-	-	-
70	Debt Service	-	-	17,831	-	-	-
	Total Financial Services	**1,327,492**	**1,559,277**	**3,095,501**	**1,932,651**	**1,861,289**	**1,964,713**
001.85.513	**Information Technology Services**						
10	Personal Services	487,436	430,859	652,554	759,110	878,403	867,659
30	Operating Expenditures	737,665	665,372	571,130	883,678	862,742	942,498
60	Capital Outlay	425,891	44,098	1,140,999	90,000	70,000	-
70	Debt Service	155,141	159,113	183,426	-	-	-
	Total Information Technology Services	**1,806,133**	**1,299,442**	**2,548,109**	**1,732,788**	**1,811,145**	**1,810,157**
001.20.521	**Police Department**						
10	Personal Services	498,910	579,568	632,374	325,000	325,000	500,000
30	Operating Expenditures	17,829,535	18,904,299	20,109,406	22,199,391	21,996,897	24,299,183
	Total Police Department	**18,328,444**	**19,483,867**	**20,741,780**	**22,524,391**	**22,321,897**	**24,799,183**
001.25.522	**Fire Rescue**						
10	Personal Services	12,657,622	14,108,502	15,698,483	17,328,368	17,159,733	17,676,832
30	Operating Expenditures	984,887	1,027,457	1,003,840	1,334,023	1,278,072	1,429,925
60	Capital Outlay	302,333.54	875,731	1,374,954	624,397	608,747	7,157,838
	Total Fire Rescue	**13,944,842**	**16,011,690**	**18,077,276**	**19,286,788**	**19,046,552**	**26,264,595**

CITY OF OAKLAND PARK, FLORIDA

Tentative Budget - Fiscal Year 2027
Budget Summary By Division

		FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	FY 2026 Amended Budget	FY 2026 Forecast	FY 2027 Tentative Budget
001.41.572	**Parks & Recreation**						
10	Personal Services	1,880,089	1,887,597	2,049,190	2,383,775	2,347,689	2,317,379
30	Operating Expenditures	1,633,533	1,717,128	1,814,684	2,446,900	2,396,371	2,408,053
60	Capital Outlay	70,267	100,571	815,487	504,243	504,243	339,950
70	Debt Service	23,520	23,520	32,483	-	-	-
80	Grants Given	19,156	18,116	19,246	36,121	35,000	25,000
	Total Parks & Recreation	**3,626,565**	**3,746,932**	**4,731,091**	**5,371,039**	**5,283,303**	**5,090,382**
001.50.571	**Library and Cultural Services**						
10	Personal Services	569,225	619,617	642,715	754,836	693,375	792,612
30	Operating Expenditures	190,976	191,820	195,702	374,281	341,234	408,192
60	Capital Outlay	311,476	-	-	-	-	-
70	Debt Service	48,781	48,781	48,781	-	-	-
	Total Library and Cultural Services	**1,120,458**	**860,217**	**887,198**	**1,129,117**	**1,034,609**	**1,200,804**
001.45.539	**ECD - Planning and Zoning***						
10	Personal Services	741,076	705,766	728,742	926,375	817,107	1,052,972
30	Operating Expenditures	353,543	202,342	212,133	1,107,216	861,576	489,763
60	Capital Outlay	5,814	-	1,617,167	-	-	-
70	Debt Service	-	-	20,514	-	-	-
	Total ECD - Planning and Zoning*	**1,100,434**	**908,108**	**2,578,555**	**2,033,591**	**1,678,683**	**1,542,735**
001.46.541	**ECD - Engineering & Construction Management ****						
10	Personal Services	898,974	995,577	1,118,380	1,269,341	1,207,615	1,421,592
30	Operating Expenditures	341,103	376,438	381,434	1,022,979	657,415	858,333
60	Capital Outlay	-	-	1,673,146	-	-	-
70	Debt Service	-	-	21,224	-	-	-
	Total ECD - Engineering & Construction Management **	**1,240,077**	**1,372,015**	**3,194,184**	**2,292,320**	**1,865,030**	**2,279,925**
001.47.541	**BCS - Building & Permitting****						
10	Personal Services	1,593,459	1,745,703	1,929,279	2,554,440	2,433,254	2,460,275
30	Operating Expenditures	1,163,197	1,362,035	1,214,957	2,053,205	1,847,529	1,899,827
60	Capital Outlay	140,560	-	3,109,444	150,000	150,000	40,000
70	Debt Service	59,327	61,107	119,659	-	-	-
	Total BCS - Building & Permitting**	**2,956,542**	**3,168,845**	**6,373,339**	**4,757,645**	**4,430,783**	**4,400,102**
001.48.541	**BCS - Community Enhancement (Code)***						
10	Personal Services	987,017	1,002,176	1,076,923	1,227,104	1,226,213	1,324,439
30	Operating Expenditures	194,471	223,894	269,125	505,563	473,794	447,061
60	Capital Outlay	46,853	332,343	54,476	10,000	-	-
70	Debt Service	19,776	69,637	72,325	-	-	-
	Total BCS - Community Enhancement (Code)*	**1,248,117**	**1,628,051**	**1,472,849**	**1,742,667**	**1,700,007**	**1,771,500**
001.40.572	**Public Works - Admin**						
10	Personal Services	127,418	156,154	167,390	202,682	232,660	240,666
30	Operating Expenditures	11,686	17,789	23,250	23,512	22,025	22,075
60	Capital Outlay	-	-	1,936	-	-	-
70	Debt Service	-	-	252	-	-	-
	Total Public Works - Admin	**139,104**	**173,943**	**192,828**	**226,194**	**254,685**	**262,741**
001.42.591	**Public Works - Parks Maintenance**						
10	Personal Services	965,264	978,012	1,086,470	1,201,893	1,127,224	1,144,279
30	Operating Expenditures	1,284,830	1,398,008	1,524,039	1,680,412	1,688,852	2,059,056
60	Capital Outlay	276,635	32,617.09	585,622	428,891	428,891	205,000
70	Debt Service	-	-	3,780	-	-	-
	Total Public Works - Parks Maintenance	**2,526,728**	**2,408,637**	**3,199,910**	**3,311,196**	**3,244,967**	**3,408,335**
001.43.541	**Public Works - Streets Maintenance**						
10	Personal Services	635,555	586,004	503,099	617,363	483,167	658,351
30	Operating Expenditures	1,477,681	1,614,285	1,737,105	3,265,649	2,577,025	2,120,521
60	Capital Outlay	67,261	26,975	359,642	424,112	335,792	265,000
70	Debt Service	-	-	5,712	-	-	-
80	Grants & Aids	-	-	-	3,000	-	3,000
	Total Public Works - Streets Maintenance	**2,180,497**	**2,227,265**	**2,605,558**	**4,310,124**	**3,395,984**	**3,046,872**
001.44.519	**Public Works - Building Maintenance**						
10	Personal Services	663,013	705,330	920,118	985,001	1,019,309	1,029,819
30	Operating Expenditures	833,878	878,368	1,061,296	1,217,022	1,216,624	1,239,242
60	Capital Outlay	5,960	47,169	75,872	118,406	118,406	55,000
70	Debt Service	-	-	3,108	-	-	-
	Total Public Works - Building Maintenance	**1,502,851**	**1,630,866**	**2,060,395**	**2,320,429**	**2,354,339**	**2,324,061**
001.80.591	**Public Works - Fleet Maintenance**						
10	Personal Services	603,069	644,600	696,075	772,680	737,140	788,963
30	Operating Expenditures	1,410,612	1,446,043	1,564,414	1,706,627	1,695,869	1,805,745
60	Capital Outlay	-	46,706.00	139,599.11	24,133	24,133	-
70	Debt Service	-	-	3,528.00	-	-	-
	Total Public Works - Fleet Maintenance	**2,013,680**	**2,137,349**	**2,403,616**	**2,503,440**	**2,457,142**	**2,594,708**

CITY OF OAKLAND PARK, FLORIDA

Tentative Budget - Fiscal Year 2027
Budget Summary By Division

		FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	FY 2026 Amended Budget	FY 2026 Forecast	FY 2027 Tentative Budget
001.55.519	**Non-Departmental**						
30	Operating Expenditures	2,256,805	73,700	171,569	765,420	147,391	1,051,276
60	Capital Outlay	-	-	16,053	-	-	-
80	Grants & Aids	80,000	80,000	80,000	170,000	170,000	140,000
90	Other Uses	4,116,644	6,295,732	5,412,428	4,437,463	4,392,463	5,615,094
	Total Non-Departmental	**6,453,449**	**6,449,432**	**5,680,050**	**5,372,883**	**4,709,854**	**6,806,370**
	Total General Fund Expenses	**66,306,934**	**70,714,822**	**92,393,343**	**88,271,482**	**84,182,282**	**97,398,055**
	SPECIAL REVENUE FUNDS						
	CRA FUND 130						
	Revenue						
36	Miscellaneous Revenues	44,667	47,415	50,517	47,322	48,801	48,268
38	Debt Proceeds & Transfers In	549,583	515,806	993,193	569,177	569,177	621,661
39	Other Sources	-	-	-	449,901	448,422	300,000
	Total CRA Funding	**594,250**	**563,221**	**1,043,710**	**1,066,400**	**1,066,400**	**969,929**
130.554	**CRA Administration**						
10	Personal Services	166,295	231,847	307,013	364,144	326,499	383,134
30	Operating Expenditures	260,448	225,826	249,162	555,238	445,683	506,795
60	Capital Outlay	-	-	204,673	-	-	-
70	Debt Service	-	-	3,464	-	-	-
80	Grants Given	30,000	19,649	7,000	147,018	154,018	80,000
90	Other Uses	-	-	-	-	-	-
	Total CRA FUND 130 Expenses	**456,743**	**477,322**	**771,313**	**1,066,400**	**926,200**	**969,929**
	OTHER SPECIAL REVENUE FUNDS						
Fund	**Revenue**						
102	Library Grant	7,581	19,019	7,127	118,760	98,760	20,000
103	Firefighter & Emergency Mgmt. Grants	755	1,650	875	-	-	-
105	Public Safety Trust	10,072	7,413	2,965	-	-	-
106	Federal Equitable Sharing	24,626	24,497	17,819	20,000	-	20,000
107	State Law Enforcement Trust	11,700	18,107	57,253	-	-	-
108	Maximizing Out-of-School Time (MOST) Grant Fu	469,792	523,372	561,463	480,670	460,170	582,053
110	Tree Replacement Fund	781	1,725	584	-	-	-
113	Summer Food Program	2,421	3,215	2,685	-	-	-
141	Park Development Impact Fund	998,958	56,918	181,804	-	-	386,328
142	Downtown Mixed-Use Development Fund	11,399	18,614	12,226	40,295	-	-
	Total Revenue	**1,538,083**	**674,530**	**844,799**	**659,725**	**558,930**	**1,008,381**
Fund	**Expenses**						
102	Library Grant	1,570	10,828	1,100	118,760	98,760	20,000
103	Firefighter & Emergency Mgmt. Grants	-	-	-	-	-	-
105	Public Safety Trust	-	-	-	-	-	-
106	Federal Equitable Sharing	191	3,627	14,270	20,000	3,000	20,000
107	State Law Enforcement Trust	-	-	-	-	-	-
108	Maximizing Out-of-School Time (MOST) Grant Fu	422,371	487,463	521,465	480,670	486,471	582,053
110	Tree Replacement Fund	-	-	-	-	-	-
113	Summer Food Program	-	-	-	-	-	-
141	Park Development Impact Fund	965,128	35,000	150,000	-	-	386,328
142	Downtown Mixed-Use Development Fund	-	-	-	40,295	-	-
	Total Expenses	**1,389,260**	**536,919**	**686,835**	**659,725**	**588,231**	**1,008,381**
		524,525					

CITY OF OAKLAND PARK, FLORIDA

Tentative Budget - Fiscal Year 2027
Budget Summary By Division

		FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	FY 2026 Amended Budget	FY 2026 Forecast	FY 2027 Tentative Budget
	ENTERPRISE FUNDS						
	WATER-SEWER FUND 401						
	Revenue						
33	Intergovernmental Revenue	4,562,763	6,251,309	697,311	-	-	-
34	Charges for Services	22,522,104	24,209,523	25,432,035	25,765,675	26,732,000	27,537,950
36	Miscellaneous Revenues	1,436,270	1,061,584	1,775,267	525,000	730,000	728,000
39	Use of Fund Balance	-	-	-	6,066,485	4,895,160	2,957,709
	Total Water-Sewer Revenue	**28,521,138**	**31,522,417**	**27,904,613**	**32,357,160**	**32,357,160**	**31,223,659**
	Expenditures						
70.536	**Water**						
10	Personal Services	969,738	894,670	1,108,694	1,177,915	1,029,041	1,198,396
30	Operating Expenditures	7,152,334	8,848,552	10,767,515	10,215,135	10,200,164	10,614,776
60	Capital Outlay	-	-	-	1,558,375	1,558,375	1,060,000
70	Debt Service	668	586	2,770	-	-	-
90	Other Uses	3,600	5,448	4,712	256,000	178,775	256,000
	Total Water Expense	**8,126,340**	**9,749,256**	**11,883,691**	**13,207,425**	**12,966,355**	**13,129,172**
71.536	**Sewer**						
10	Personal Services	870,137	916,371	972,889	1,064,181	879,889	1,189,441
30	Operating Expenditures	9,397,370	10,356,335	11,281,926	10,651,744	10,617,780	10,930,468
60	Capital Outlay	-	-	-	3,043,224	3,043,224	1,477,000
70	Debt Service	668	586	2,770	-	-	-
90	Other uses	-	-	-	250,000	-	250,000
	Total Sewer	**10,268,175**	**11,273,293**	**12,257,586**	**15,009,149**	**14,540,893**	**13,846,909**
72.536	**Utility Administration**						
90	Other Uses	1,177,189	1,123,625	1,068,974	2,957,469	2,898,030	2,972,703
	Total Utility Administration	**1,177,189**	**1,123,625**	**1,068,974**	**2,957,469**	**2,898,030**	**2,972,703**
73.536	**Utility Billing**						
10	Personal Services	548,091	579,646	577,427	617,637	597,555	655,655
30	Operating Expenditures	247,892	307,877	416,484	565,480	500,450	619,220
70	Debt Service	-	-	22,530	-	-	-
	Total Utility Billing	**795,983**	**887,523**	**1,016,440**	**1,183,117**	**1,098,005**	**1,274,875**
	Total Water-Sewer Fund Expenses	**20,367,687**	**23,033,697**	**26,226,691**	**32,357,160**	**31,503,284**	**31,223,659**
	SOLID WASTE FUND 402						
	Revenue						
32	Permits Fees & Special Assessments	11,000	30,500	32,500	30,000	46,375	45,000
33	Intergovernmental Revenue	-	-	11,233	-	-	-
34	Charges for Services	8,218,010	9,023,559	9,925,034	9,959,087	10,605,487	11,083,696
36	Miscellaneous Revenues	633,554	487,954	461,068	210,000	367,000	310,000
39	Other Sources	-	-	-	1,601,163	781,388	131,707
	Total Solid Waste Revenue	**8,862,565**	**9,542,013**	**10,429,835**	**11,800,250**	**11,800,250**	**11,570,403**
60.534	**Expenditures**						
10	Personal Services	2,711,643	2,304,789	2,604,940	2,633,273	2,598,522	2,616,119
30	Operating Expenditures	5,177,582	5,943,331	6,265,622	6,270,163	6,159,482	6,530,801
60	Capital Outlay	-	-	-	2,184,376	2,184,376	1,550,000
70	Debt Service	15,000	-	1,870	-	-	-
90	Other Uses	121,734	104,083	87,770	712,438	680,995	873,483
	Total Solid Waste Expense	**8,025,960**	**8,352,203**	**8,960,202**	**11,800,250**	**11,623,375**	**11,570,403**
	STORMWATER FUND 405						
	Revenue						
31	Taxes	-	-	694,785	120,399	546,002	-
32	Permits Fees & Special Assessments	4,768,933	4,774,594	5,253,632	5,676,698	5,676,698	5,980,058
33	Intergovernmental Revenue	-	88,672	221,481	5,280,402	5,282,713	-
36	Miscellaneous Revenues	314,827	370,456	311,369	100,000	250,000	100,000
39	Other Sources	-	-	-	11,772,766	11,194,852	718,126
	Total Stormwater Revenue	**5,083,760**	**5,233,721**	**6,481,267**	**22,950,265**	**22,950,265**	**6,798,184**
75.538	**Expenditures**						
10	Personal Services	960,684	791,571	838,043	1,068,184	836,075	1,276,044
30	Operating Expenditures	2,769,367	2,937,417	3,098,269	2,362,877	2,011,236	1,932,560
60	Capital Outlay	-	-	-	17,805,317	17,805,317	1,834,143
70	Debt Service	-	-	2,292	-	-	-
90	Other Uses	225,308	210,664	195,706	1,713,887	1,334,075	1,755,437
	Total Stormwater Expense	**3,955,360**	**3,939,652**	**4,134,309**	**22,950,265**	**21,986,703**	**6,798,184**
	Total Enterprise Funds Expenses	**32,349,007**	**35,325,552**	**39,321,202**	**67,107,675**	**65,113,362**	**49,592,246**

CITY OF OAKLAND PARK, FLORIDA

Tentative Budget - Fiscal Year 2027
Budget Summary By Division

		FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	FY 2026 Amended Budget	FY 2026 Forecast	FY 2027 Tentative Budget
	DEBT SERVICE FUND 200						
	Revenue						
311	Property Tax	3,027,706	3,100,124	3,089,867	3,048,260	3,048,260	3,045,756
38	Inter-Fund Transfers In	2,336,916	3,295,966	3,484,263	2,741,220	2,741,220	3,770,433
39	Use of Fund Balance	-	-	-	136	-	-
	Total Debt Service Revenue	**5,364,622**	**6,396,090**	**6,574,130**	**5,789,616**	**5,789,480**	**6,816,189**
	Expenditures						
70	Debt Service	5,528,194	6,631,535	6,113,622	5,789,616	5,789,616	6,816,189
	Total Debt Service Expense	**5,528,194**	**6,631,535**	**6,113,622**	**5,789,616**	**5,789,616**	**6,816,189**
	GF CAPITAL IMPROVEMENT PROGRAM FUND 340 ***						
340	Revenue	9,227,089	23,268,056	6,227,214	37,565,297	37,565,297	24,846,701
	Expenditures	22,000,198	16,147,932	13,197,259	37,565,297	37,565,297	24,846,701
	Total GF CIP	**22,000,198**	**16,147,932**	**13,197,259**	**37,565,297**	**37,565,297**	**24,846,701**
	TOTAL BUDGET						
	General Fund						
	Revenue	74,632,867	74,525,402	92,437,889	88,271,482	88,271,482	97,398,055
	Expense	66,306,934	70,714,822	92,393,343	88,271,482	84,182,282	97,398,055
	Special Revenue Funds						
	Revenue	2,132,334	1,237,751	1,888,509	1,726,125	1,625,330	1,978,310
	Expense	1,846,003	1,014,241	1,458,148	1,726,125	1,514,432	1,978,310
	Enterprise Funds						
	Revenue	42,467,462	46,298,151	44,815,715	67,107,675	67,107,675	49,592,246
	Expense	32,349,007	35,325,552	39,321,202	67,107,675	65,113,362	49,592,246
	Debt Service						
	Revenue	5,364,622	6,396,090	6,574,130	5,789,616	5,789,480	6,816,189
	Expense	5,528,194	6,631,535	6,113,622	5,789,616	5,789,616	6,816,189
	CIP***						
	Revenue	9,227,089	23,268,056	6,227,214	37,565,297	37,565,297	24,846,701
	Expense	22,000,198	16,147,932	13,197,259	37,565,297	37,565,297	24,846,701
	TOTAL						
	REVENUE	133,824,374	151,725,449	151,943,458	200,460,195	200,359,264	180,631,501
	EXPENSES	128,030,337	129,834,082	152,483,573	200,460,195	194,164,989	180,631,501

* Prior to FY 25, these Divisions were part of the Community and Economic Development (CED) Department.
** Prior to FY 25, these Divisions were part of the Engineering & Building Services Department.
*** Only CIP projects related to General Fund Activities; Enterprise CIP projects occur within respective funds. See CIP document for funding details.

Memorandum

Date: July 15, 2026

To: Honorable Mayor and City Commission

From: David Hebert, City Manager

Subject: Recommended Fiscal Year 2027 Annual City Budget

Introduction & Summary

I am pleased to present the City of Oakland Park's Fiscal Year 2027 Recommended Budget. This budget reflects the City's continued commitment to fiscal stewardship, strategic investment, operational resiliency, and preserving the quality-of-life residents and businesses expect as Oakland Park continues Building Our Second Century.

Like past budgets, the FY 2027 budget has been developed by the administration to meet the City Commission's strategic vision and to accelerate our progress in redefining, revitalizing, and rebuilding Oakland Park.

As Oakland Park approaches its centennial in 2029, the City continues navigating one of the most transformative periods in its history. Over the last several years, Oakland Park has advanced significant investments in infrastructure modernization, redevelopment, resiliency, public safety, mobility, environmental sustainability, parks, and public spaces intended to position the City for long-term success while preserving the community identity and neighborhood character that define Oakland Park.

The FY 2027 budget reflects both the opportunities and challenges associated with this continued transformation. While the City continues benefiting from redevelopment activity, infrastructure investment, and strategic planning initiatives, local governments throughout Florida continue experiencing significant pressures associated with inflation, insurance costs, pension and healthcare obligations, labor market competition, infrastructure maintenance demands, and increasing construction pricing.

Despite these challenges, Oakland Park remains well-positioned due to years of disciplined financial management, conservative planning practices, strategic investment, and operational leadership. The City continues balancing transformational investment with long-term operational sustainability while remaining focused on maintaining service delivery, infrastructure resiliency, and long-term fiscal sustainability.

Oakland Park continues to maintain taxes and rates that are fiscally responsible, while ensuring the City remains financially flexible. The proposed budget for FY 2027 is $180.6 million and includes a capital infrastructure program of $28.8 million. The FY 2027 budget reduces the operating millage rate from 5.6979 mills to 5.6799 mills, setting the lowest millage in 18 years. The accumulated value of these many reductions reflects a total decrease of 0.7196 mills, or 11% since FY 2014 (6.3995 mills); this reduction has saved our taxpayers more than $22.3 million over the past decade.

The FY 2027 budget continues supporting:

- infrastructure resiliency and drainage improvements;
- mobility and transportation enhancements;
- environmental sustainability initiatives;
- redevelopment and economic vitality;
- parks and recreational amenities;
- public safety and emergency preparedness;
- fleet modernization and operational readiness;
- accessibility and ADA implementation; and
- technology modernization and process improvements.

The Commission's consistent leadership in moving the City forward has been broadly supported by the community. In 2018, over two-thirds of voters approved the City's $40 million General Obligation Bond, and a representative residential survey showed that over two-thirds of residents felt the City of Oakland Park was headed in the right direction. Others agree. Investment in Oakland Park continues to be strong. For FY 2027, the City's taxable value grew 6.49% — the 11th highest growth among Broward County's 31 municipalities, compared to a countywide average of 6.78%. New construction and renovation added $69.2 million to the tax rolls this year, bringing the total added since FY 2022 to more than $540 million.

The City's long-term plans continue to reach fruition. The Public Works Complex and Fire Station 9 opened during FY 2025, City Hall at the Sky Building advanced the City's downtown presence, and the relocation of City Hall operations supports the Horizon of Oakland Park project, which is expected to add housing, shopping, parking, and the Woonerf - a walkable "living street," part park and part gathering place for the community.

The "Building Our Second Century" bond campaign remains a public investment. Including projects underway and planned, the City's capital program continues to enhance the resiliency of infrastructure and the community, improve recreational opportunities for residents, and beautify Oakland Park.

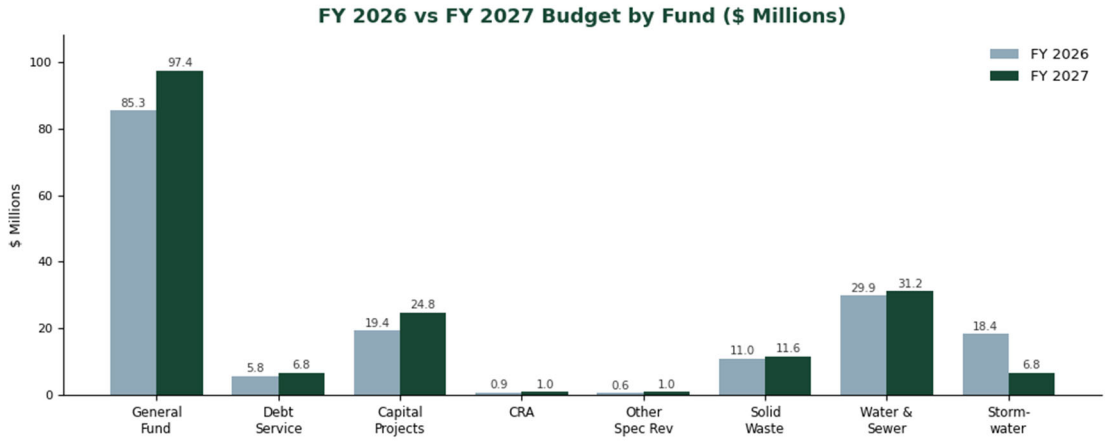
The FY 2027 budget continues to advance a substantial capital infrastructure program. The preliminary FY 2027-2031 Capital Improvement Program totals approximately $97.9 million, including approximately $28.8 million in FY 2027 projects. The program is organized around streetscapes and mobility, parks, facilities, water and wastewater, and stormwater infrastructure, with funding supported by a combination of GO Bond proceeds, grants, surtax revenue, enterprise fund resources, stormwater funding, general fund transfers, and other sources of funding.

Major planned investments include City Centennial Park, Dewey Hawkins Landing, Fire Station #87 Phase II, Glenwood Garden, the citywide mast arm conversion, downtown and neighborhood mobility improvements, water main and sewer system upgrades, lift station improvements, and stormwater projects to improve drainage, flood protection, outfall structures, and neighborhood resiliency. These projects continue the City's efforts while also recognizing that new and improved assets must be supported by long-term operating, maintenance, staffing, utility, and lifecycle replacement planning.

These investments continue supporting Oakland Park's transformation into a more connected, resilient, and economically vibrant community while maintaining focus on sustainability, operational readiness, and long-term stewardship of public resources.

As discussed throughout the strategic planning and redevelopment conversations, City leadership continues emphasizing the importance of balancing transformational investment with long-term operational sustainability. The FY 2027 budget therefore continues prioritizing drainage improvements, mobility enhancements, accessibility initiatives, redevelopment activity, operational readiness, and infrastructure resiliency while recognizing the ongoing obligations associated with maintaining these community assets over time.

The budget has been developed in alignment with the City's Strategic Plan, Capital Improvement Program, business plan initiatives, long-range infrastructure planning efforts, and redevelopment objectives. It also reflects the City's continued commitment to transparency, accountability, and communication regarding how public resources are invested to support community priorities and service delivery.



The FY 2027 budget reflects a balanced approach intended to support continued investment in infrastructure, public safety, resiliency, mobility, sustainability, and community services while maintaining flexibility in response to changing economic conditions.

Oakland Park continues monitoring:

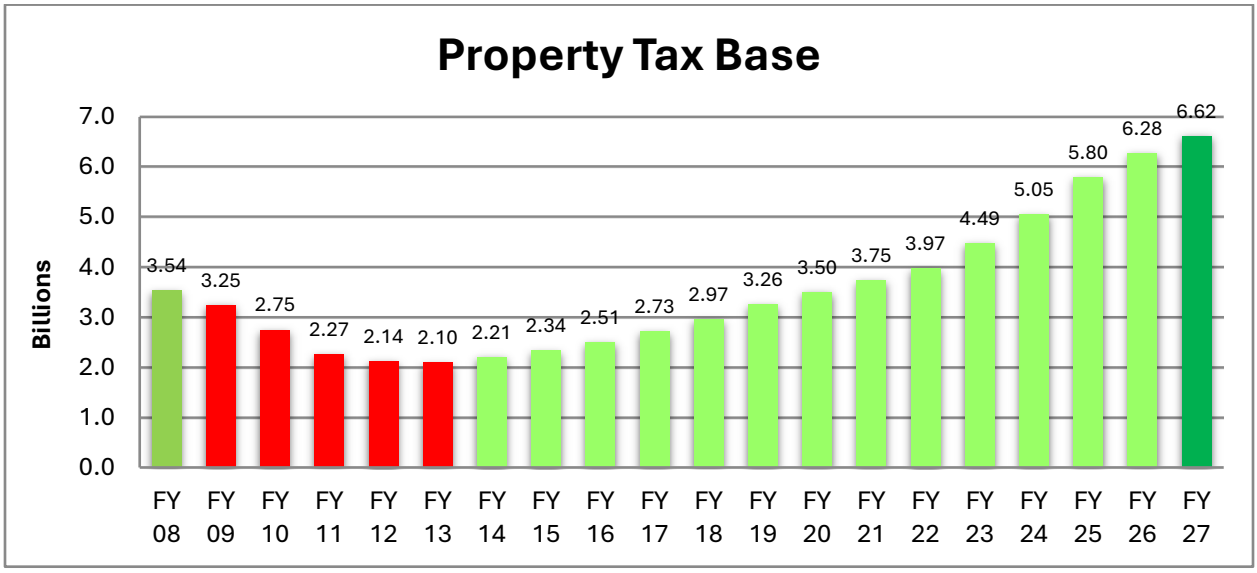
- taxable value growth;
- redevelopment activity;
- labor and collective bargaining impacts;
- healthcare and pension obligations;
- insurance market conditions;
- infrastructure maintenance demands;
- utility and stormwater system obligations;
- grant funding opportunities;
- and future operational impacts associated with major capital investments.

The headwinds facing the FY 2027 budget are significant. Continued inflationary pressure on labor, construction, vehicles, equipment, insurance, and healthcare costs, ongoing labor negotiations with the Fire Rescue unions, uncertainty around state and federal policy and grant funding, and the operating costs associated with new facilities and infrastructure and the proposed property tax reform all affect the City's long-term financial planning. These pressures make it important that the City continue to evaluate recurring costs carefully and preserve sufficient flexibility to respond to changes in revenue conditions.

At the same time, Oakland Park continues benefiting from long-term public and private investment. Strategic redevelopment initiatives, infrastructure modernization, mobility improvements, and continued economic activity remain important contributors to the City's tax base, operational sustainability, and long-term planning objectives.

The City also continues to benefit from several favorable tailwinds that support its long-term financial outlook. General Obligation Bonds issued in prior years secured favorable interest rates, allowing the City to advance critical infrastructure investments while prudently managing long-term debt. Private investment and redevelopment activity continue to strengthen Oakland Park's economy, expand the City's tax base, and create new opportunities for residents and businesses. Recently completed developments, including Oaklyn, ID Oakland Park, BLYS, and The Sky Building, have added new residential units and mixed-use activity throughout the community. Additional projects remain in the development pipeline, including Horizon at Oakland Park, Cypress Crossing, Village at Oakland Park, and Parklyn on Federal Highway. Collectively, these projects, together with more than $540 million in new taxable development added to the City's tax roll since FY 2022, continue to diversify the City's tax base, strengthen its long-term fiscal capacity, and position Oakland Park for sustainable economic growth.

Since FY 2014, the City's tax base has grown for 13 consecutive years and now stands at a record $6.62 billion — an increase of about $0.4 billion over FY 2026 and nearly double the pre-recession peak of $3.54 billion.



Property Tax Base, FY 2008–FY 2027 (in billions). Recession-era declines shown in red; FY 2027 in dark green.

As property values appreciate, the City has continued to manage tax rates responsibly while building and improving infrastructure and amenities, with much of the cost supported through grants. New infrastructure creates new operating expenses that must be funded in order to properly maintain the City's investments. Operating costs for departments increase over time, and capital equipment, such as vehicles and machinery, must be replaced as it reaches the end of its useful lifespan.

The FY 2027 budget also recognizes the importance of planning responsibly for future operating and maintenance obligations associated with public facilities, drainage systems, transportation infrastructure, fleet replacement, public safety equipment, parks, utilities, and technology modernization.

City leadership also emphasized throughout strategic planning conversations the importance of clearly communicating to residents how economic conditions, operational pressures, infrastructure investment, and redevelopment activity directly impact the City's financial planning and long-term sustainability.

Key Financial & Operational Indicators

Indicator	FY 2026	FY 2027
Taxable Value Growth	8.91%	6.49%
Operating Millage Rate	5.6979	5.6799
Rolled-Back Rate	5.3187	5.4074
Debt Service Millage	0.5110	0.4842
Combined Millage	6.2089	6.1641
Ad Valorem Revenues	$33,989,596	$35,728,184
General Fund Reserves	30.74%	20.43%

Fiscal Stewardship and Financial Sustainability

Responsible financial management continues serving as a cornerstone of Oakland Park's long-term success. The City has consistently prioritized conservative budgeting practices, reserve management, infrastructure planning, and operational forecasting intended to preserve financial flexibility while supporting strategic investment throughout the community.

The FY 2027 budget continues the City's focus on:

- maintaining financial stability;
- balancing recurring revenues and expenditures;
- protecting reserves;
- investing in infrastructure;
- planning for long-term obligations;
- and supporting sustainable service delivery.

The proposed FY 2027 budget utilizes $7.8 million in General Fund balance (including $600 thousand in assigned fund balance). Forecasted unassigned fund balance at the end of FY 2027 is approximately $19.9 million, or 20.4% of General Fund expenditures — within the policy range of 20% to 25% and well above the Government Finance Officers Association minimum guideline of 16.7%.

Oakland Park's five-year Capital Improvement Program continues supporting substantial long-term investment throughout the community and includes planned investments in:

- stormwater and drainage infrastructure;
- roadway resurfacing;
- transportation and mobility enhancements;
- ADA accessibility improvements;
- parks and recreation;
- utility infrastructure;
- fleet replacement;
- public safety infrastructure;
- and operational modernization.

As Oakland Park continues transitioning from a period of significant capital investment into long-term operations and maintenance, the City remains focused on preserving the financial capacity necessary to maintain public assets, support service delivery, and respond to future infrastructure and operational needs.

City leadership also emphasized throughout strategic planning discussions the importance of communicating not only what projects are being funded, but why those investments matter to residents and businesses throughout the City and how they impact long-term sustainability, quality of life, resiliency, and future operational obligations.

Strategic and Business Plan

The Strategic Plan is a tool to help guide the long-term direction of the City. The Strategic Plan identifies specific Strategic Performance Areas, or long-term goals for Oakland Park.

In October 2021, the City Commission held a public workshop that resulted in various updates to the Strategic Plan. A recording of the workshop is available for viewing on the City's website. The strategic plan was approved by the City Commission in January 2022, and made the following changes to the Strategic Performance Areas:

Old Performance Areas	New Performance Areas
Financial Stability and Sustainability	No Change
Infrastructure Needs	No Change
Smart Growth, Redevelopment, and Community Appearance	Smart Growth and Development
Parks, Leisure Facilities, and Activities	Community Wellness & Recreation
Public Safety and Security	Public Safety and Community Integrity
Focus on Oakland Park's Image	Oakland Park's Identity
N/A	Environmental Stewardship and Sustainability

As shown above, the Commission created a new, seventh strategic performance area: Environmental Stewardship and Sustainability. This new performance area emphasizes environmental issues, improving resiliency and promoting sustainable practices both in City operations and within our community. Other changes included an increased focus on establishing a renewed commitment to championing inclusivity and promoting community wellness. A balanced approach to growth and development was articulated that focuses on the need to ensure diverse and affordable housing options remain available while promoting economic opportunities throughout the City.

The Recommended Budget for FY 2027 is the fifth budget developed using the revised Strategic Plan prepared by the City Commission in 2022, which was extended by the Commission earlier this year. The proposed budget includes over 160 different initiatives and capital purchases totaling $13.5 million to help advance the Strategic Plan.

Strategic Performance Area	Initiatives	FY 2027 Cost	% of Total
Public Safety & Community Integrity	18	$7,325,145	54.2%
Infrastructure Needs	44	$1,783,300	13.2%
Environmental Stewardship & Sustainability	12	$1,686,300	12.5%
Smart Growth & Development	20	$1,137,560	8.4%
Community Wellness & Recreation	50	$977,960	7.2%
Financial Stability & Sustainability	8	$354,005	2.6%
Oakland Park's Identity	8	$239,200	1.8%
TOTAL	**160**	**$13,503,470**	**100.0%**



FY 2027 Business Plan allocation by Strategic Performance Area ($13.5 million, 160 initiatives)

City leadership emphasized throughout strategic planning discussions the importance of ensuring that budgets remain understandable, measurable, and directly connected to community priorities and service outcomes.

The City also continues focusing on maintaining alignment between budget priorities, operational planning, capital investment decisions, and long-term community objectives. This includes evaluating how infrastructure investments, redevelopment initiatives, and operational decisions support Oakland Park's long-range strategic vision and quality-of-life priorities.

A full listing of the various initiatives by Strategic Performance Area is included as an Appendix within this Recommended Budget Book; the initiatives are also included in the agenda item presenting the proposed budget for next year.

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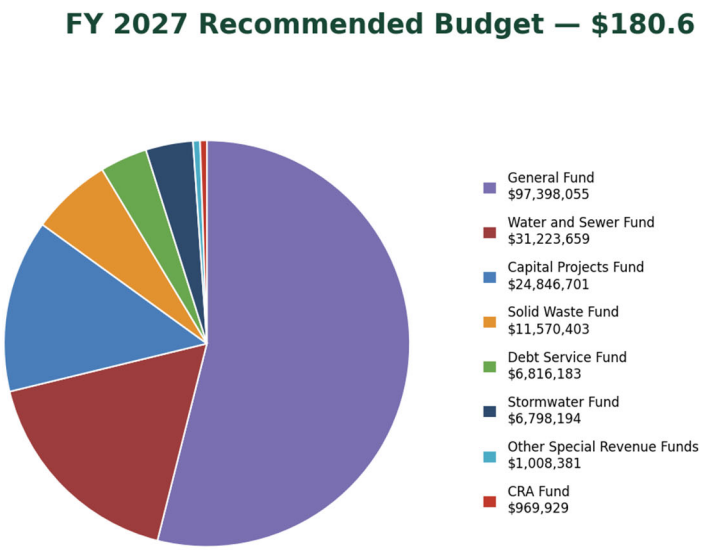
FY 2027 Budget Overview

The proposed FY 2027 budget is $180.6 million compared to the FY 2026 adopted budget of approximately $171.3 million. The proposed FY 2027 budget continues prioritizing strategic investment in infrastructure, public safety, resiliency, redevelopment, mobility, operational sustainability, and quality-of-life improvements throughout the City.

The proposed FY 2027 capital infrastructure program is expected to total approximately $28.8 million, as reflected in the preliminary FY 2027-2031 Capital Improvement Program.

The Recommended Budget for all funds is $180.6 million, which is $9.3 million more than the FY 2026 Adopted Budget of $171.3 million, a 5.4% increase. The breakdown of funds is as follows:

Fund	FY 2026 ($M)	FY 2027 ($M)	$ Change	% Change
General Fund	$ 85.3	$ 97.4	$12.1	+14.2%
Debt Service Fund	5.8	6.8	1.0	+17.2%
Capital Projects Fund	19.4	24.8	5.4	+27.8%
CRA Fund	0.9	1.0	0.1	+11.1%
Other Special Revenue Funds	0.6	1.0	0.4	+66.7%
Solid Waste Fund	11.0	11.6	0.6	+5.5%
Water and Sewer Fund	29.9	31.2	1.3	+4.3%
Stormwater Fund	18.4	6.8	(11.6)	-63.0%
GRAND TOTAL	**$171.3**	**$180.6**	**$ 9.3**	**+5.4%**

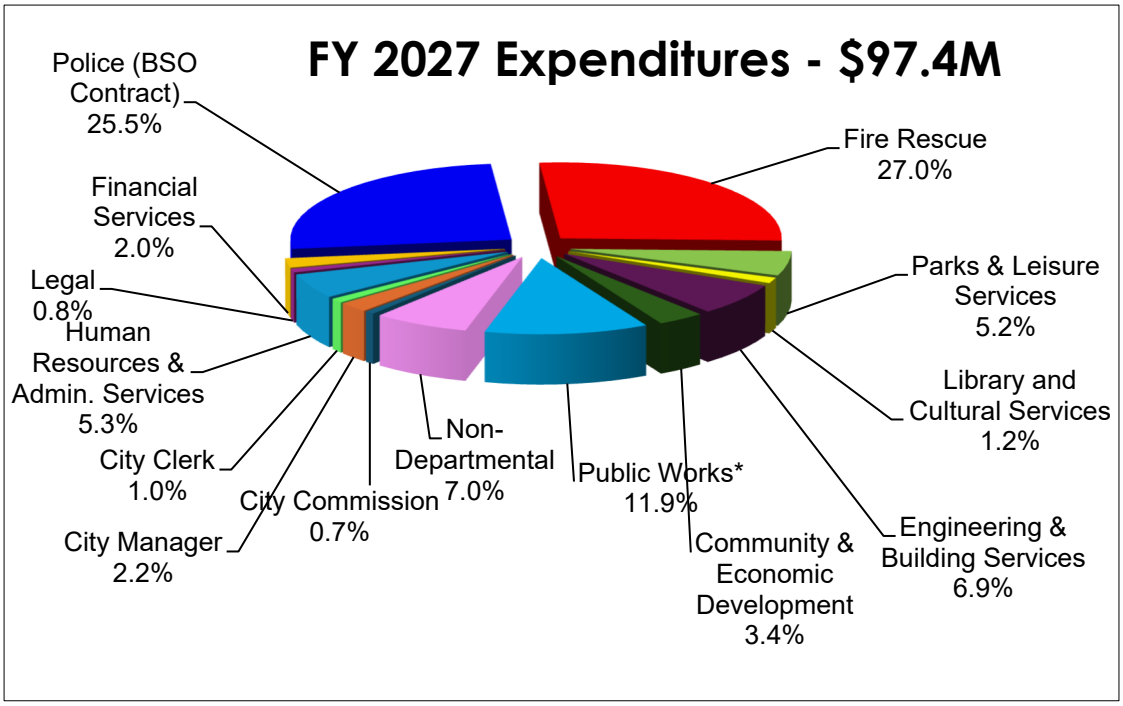


Total Citywide Budget by Fund — FY 2027 Recommended ($180.6 million)

Governmental Funds

General Fund

The General Fund, which serves as the City's primary operating fund, has a proposed FY 2027 budget of approximately $97.4 million, an increase of $12.1 million over FY 2026. The budget anticipates approximately $89.6 million in revenues before the use of prior year fund balance. Much of the increase is driven by one-time and capital-related costs, including approximately $6.0 million for Fire Rescue vehicles and approximately $1.0 million in related Fire Rescue equipment. The budget also reflects higher public safety costs, including the BSO contract increase, wage and benefit adjustments, vehicle and equipment replacement needs, capital improvements, and continued vendor cost increases due to inflation and contract renewals.



General Fund Revenue by Source

Funding Source	FY 2027	FY 2026	$ Change	% Change
Ad Valorem	$35,728,184	$33,989,596	$1,738,588	5.1%
Fire Assessment	$12,631,880	$10,830,159	$1,801,721	16.6%
Other Taxes	$10,200,977	$9,504,430	$696,547	7.3%
Permits & Fees	$9,064,190	$8,960,471	$103,719	1.1%
Charges for Services	$7,908,760	$7,620,344	$288,416	3.8%
Intergovernmental Revenue	$5,902,000	$5,916,680	$(14,680)	-0.2%
Miscellaneous Revenues	$1,690,260	$2,084,713	$(394,453)	-18.9%
Judgement Fines & Forfeits	$416,500	$371,000	$45,500	12.3%
Other Sources (Loan & Cont.)	$6,021,420	$20,000	$6,001,420	30007.1%
TOTAL	**$89,564,171**	**$79,297,393**	**$10,266,778**	**12.9%**

As can be seen in the table on the previous page, there is approximately $10.3 million increase in revenue sources, a 12.9% increase compared to FY 2026's Adopted Budget, which includes loan funding of $6.0 million for the purchase of fire rescue vehicles.

Property tax remains the City's largest source of revenue for the General Fund, providing approximately 40% of all revenues. Property tax revenue is determined by two elements: 1) the assessed property tax base, and 2) the millage rate set by Commission. A mill represents $1.00 of tax obligation for every $1,000 of assessed, taxable value. The certified data provided by the Property Appraiser shows that the City's property tax base has expanded for the thirteenth time since 2007. The City's total tax base is now $6.6 billion. The increase in the tax base over last year is $0.38 billion, or 6.49%. This increase is robust, but it does represent a decline from last year's growth of 8.91% or $0.51 billion.

The property tax roll of Oakland Park does not represent the market value of properties in the City. While the tax base of Oakland Park is now $6.6 billion, the Property Appraiser shows a market value of over $9.7 billion. The difference in the market value and the taxable value is due to the State's various property tax exemptions and the Save-Our-Homes law. The most common exemption is the "homestead" exemption for owner-occupied residential properties; this exemption provides a $50,000 reduction in the taxable value of a home. Under the Save-Our-Homes law, the annual growth in the taxable value for homesteaded properties is capped at 3% or the change in the consumer price index (CPI), whichever is lesser. For this year, the increase in the CPI was 2.7%, meaning that the growth in the taxable value of homesteaded properties will be limited to 2.7%. Last year, the CPI increase was 2.9%, and for FY 2025, it was 3.4%. The 3% cap in the taxable value creates automatic savings for residents and limits the growth in the tax burden. The City has approximately 15,808 single-family homes, townhomes, and condominiums; of these, about 61% are homesteaded and benefit from the Save-our-Homes growth cap of assessed value for taxes.

Since adopting a peak operating millage rate of 6.3995 in FY 2014, the City has reduced the operating millage rate twelve times in the past thirteen years. These reductions have been achieved without compromising service delivery or the City's long-term financial stability.

For FY 2027, however, taxable property values growth has moderated compared to recent years, while the City continues to face inflationary cost pressures, contractual increases, and ongoing service and infrastructure needs. Even with these pressures, the proposed budget reduces the operating millage rate from 5.6979 mills to **5.6799** mills, while preserving service levels, supporting continued investment in public safety and infrastructure, and keeping the City financially positioned to respond to uncertainty surrounding proposed property tax reform.

The proposed FY 2027 operating millage rate of 5.6799 mills sets a new eighteen-year low and reflects a reduction of 0.0180 mills from the FY 2026 rate of 5.6979 mills. The accumulated value of these many reductions reflects a total decrease of 0.7196 mills, or approximately 11.2% since FY 2014 (6.3995 mills); this reduction has saved our taxpayers more than $22.3 million over the past decade.

The recommended millage rate is expected to generate approximately $35.7 million in property tax revenue to fund the general operations of the City. The recommended millage is 5.04% greater than the calculated rolled-back rate of 5.4074 mills and generates approximately $1.7 million over the rolled-back rate.

As discussed in prior years' budget messages, the costs for the Fire Rescue Department continue to grow, with equipment costs increasing and labor costs remaining a significant driver of the Department's operating budget. Labor negotiations with the IAFF and BCFF remain ongoing. In addition, vehicle purchases for FY 2027 are estimated to be approximately $6 million and equipment purchases of an additional $1.1 million. With consideration of these growing costs and to ensure that proper funding exists to meet the operational needs of the Department's critical fire suppression functions, an adjustment to the rate structure was adopted for FY 2025, bringing the adjusted fire assessment to $382 per residential unit. The rate was unchanged in FY 2026. For FY 2027, the recommended Residential Fire Assessment rate is increased to $441 per residential unit, an increase of $59 per residence. This rate reflects 100% of the assessable rate per the most recent rate study, with the increase due primarily to rising labor costs and the need to maintain adequate funding for fire suppression services.

The fire assessment study was presented to the Commission in May of 2024. As outlined in the presentation, the cost of fire suppression services grew from $7.75 million in FY 2021 to $10.24 million in FY 2024, an increase of 32%. Five-year projections showed this trend continuing into the future. The City has historically attempted to recover approximately 90 – 95% of all fire suppression costs through the fire assessment program, with property taxes subsidizing the remaining costs. However, maintaining this recovery rate and existing rate structure is not sustainable as fire suppression cost particularly personnel costs, continue to grow. The fire assessment represents approximately 13% of all general fund revenues.

Public safety represents the largest share of the General Fund budget at 52.5% and continues to be the area experiencing the most significant cost increases. The adopted Fire Rescue Department budget for FY 2026 was $18.78 million, an increase of $1.8 million, or 10.6%, over FY 2025. This increase was driven largely by higher personnel costs, particularly pension contributions, which increased by $1.5 million, or 25%, over FY 2025. The increase also included higher overtime costs of approximately $356,000 due to contract changes that took effect at the beginning of FY 2026 and triggered overtime earlier.

The recommended Fire Rescue Department budget for FY 2027 is about $26.3 million, an increase of about $7.5 million, or 40.0% over FY 2026. In addition to anticipated increases in personnel costs, the FY 2027 budget includes the purchase of four fire rescue vehicles, with an estimated total cost of more than $6 million.

The City contracts with the Broward Sheriff's Office for police services. The current contract expires on September 30, 2030. As part of the budget process, BSO submits a proposed budget for the upcoming fiscal year every May. The submitted contract for FY 2027 is $24.3 million, a $2.0 million, or 9.1%, increase over FY 2026. This increase comes on the heels of the $1.9 million increase in FY 2026 (9.4%), $1.4 million increase in FY 2025 (7.1%), and $1.2 million increase in

FY 2024 (6.4%). The primary driver of the cost increase is the two-year implementation of compensation adjustments based on a recently completed salary and benefits survey conducted by the Sheriff's Office. These proposed changes affect all other BSO contract cities. In a June 9, 2026 letter, BSO advised the City that recent State-approved FRS pension rate changes may result in an updated consideration letter and additional cost impact.

Personnel costs remain the largest expense category in the General Fund. For FY 2027, wages reflect salary adjustments of 4% for general employees. Overtime and supplemental pay are projected to increase by 6%, while health insurance costs are expected to rise by about 12%. These increases are partially offset by a $914,784 reduction in retirement contributions, primarily due to lower contributions to the closed Police and Fire Pension Plan following the extension of the smoothing period for the unfunded actuarial accrued liability, as well as lower Florida Retirement System contribution rates for general employees (-3.14%) and senior executives (-6.02%). The General Employees' Pension Plan requires no City contribution for FY 2027 due to the Plan's strong funded status; however, the budget includes an $80,000 advance contribution to help mitigate the risk of a larger contribution requirement in a future year. Retirement contribution for the GEPP was $211,000 in FY 2026 .

For FY 2027, total Citywide staffing increases by two positions, from 331 to 333. The two new positions are a Human Resources Manager and a Code Enforcement Officer, with the Code Enforcement Officer funded by permitting revenues. These positions support citywide human resources capacity and code compliance workload. A full review of staffing, compensation, retirement, and labor matters is included in the Citywide Staffing & Compensation Summary section at the end of this document.

The City has also applied for funding of five firefighter positions through FEMA's SAFER grant program. These positions are not included in the budget but will be added via budget amendment if the grant application is approved by FEMA. A full review of compensation and staffing matters is included in the Citywide Staffing & Compensation Summary section at the end of this document.

As inflationary pressures result in the increase of costs of labor, fuel, materials, and supplies, the prices charged by the City's vendors have also increased. The combined effect of these increases raises the cost of maintaining existing operations and service levels. It is beyond the scope of this document to identify every cost increase affecting the General Fund, but inflation continues to affect all departmental budgets. Although CPI has grown less quickly than in prior years, many contracts that are expiring were priced several years ago. As these contracts are renewed, or as the City brings on new vendors, service providers and suppliers are adjusting their pricing to reflect higher labor, material, and operating costs that were not built into earlier contract pricing. FY 2026 also marked a year in which much of the City's new infrastructure has come online, including buildings, medians, sidewalks, roadway improvements, and landscaping. As the City continues to move staff and operations into new facilities, some existing buildings currently used as flex space must continue to be maintained even as the City also pays the cost of operating new facilities. For example, the City must maintain the new Fire Station 9 while continuing to pay for the maintenance and utilities of the former Fire Station 9, which is being used by Public Works as a base of operations for parks maintenance at Centennial Park.

The FY 2027 budget for the General Fund also includes the replacement of 15 vehicles and related equipment for $6.65 million. Major replacements include four Fire Rescue vehicles for $6.0 million, including two fire engines and two quints plus accessories. Other replacements include a Ford Escape or similar vehicle for Building and Permitting ($40,000), a Ford F-250 utility truck for Public Works Building Maintenance ($55,000), a Ford F-150 pickup, two Ford Transit vans, and one Toyota Prius for Parks and Leisure Services ($200,000), Parks Maintenance equipment including a backhoe, reel mower, and five-gang mower ($160,000), and Streets Maintenance equipment including a Ford F-350 flat-bed dump truck and solar message board ($100,000). Approximately $1.3 million in capital equipment purchases are recommended, which includes Fire Rescue SCBA air packs, auto-pulses, portable radios, apparatus cradle points, MDT mounts, and other related equipment; Parks and Recreation equipment, including bleachers, player benches, event barricades, weather/lightning detection equipment, storage shelving, LED solar light towers, and a utility cart; and Parks Maintenance equipment, including a baseball field striping machine. The General Fund includes $0.1 million resurfacing budget for Public Works.

The General Fund not only supports the majority of governmental functions in the City, but it also transfers a sizable portion of its revenues to other funds. The proposed transfers are as follows:

General Fund Transfers

General Fund Transfer	FY 27 Recommended	FY 26 Adopted	Change	% Change
To Capital Projects Fund	$ 973,000	$ 372,205	$ 600,795	161.4%
To Debt Service*	3,770,433	2,741,220	1,029,213	37.5%
To CRA	621,661	569,177	52,484	9.2%
Total	**$ 5,365,094**	**$ 3,682,602**	**$ 1,682,492**	**45.7%**

** Debt service transfer is only for non-General Obligation governmental debt service*

The transfers from the General Fund to other funds have increased by approximately $1.7 million, of which $1.0 million is due to the increase in the Debt Service Fund for estimated debt service costs associated with the anticipated loan for fire rescue vehicles. The CRA transfer increased by $52,484, or 9.2%, consistent with the increase in the City's required contribution to the CRA. The CIP transfer increased by $600,795, bringing the FY 2027 transfer to $973,000. CIP projects funded by the transfer include Glenwood Garden ($600,000), Main Street Pergola Replacement and Streetscape Enhancements ($113,000), Landscape Improvements ($100,000), Art Park ($60,000), Citywide Entry/Welcome Signs ($50,000), and Citywide Tree Canopy ($50,000).

Total General Fund expenditures are $97.4 million and total revenues are anticipated to be $89.6 million. Approximately $7.8 million in available fund balance, or reserves, is planned to be utilized to help balance the budget. This level of utilization is forecasted to maintain the City's reserves at 20.43% of General Fund expenditures. This is within the City Commission's policy of maintaining reserves within a range of 20 to 25% of General Fund expenditures.

Community Redevelopment Agency Fund

The CRA has played an important role in supporting redevelopment, business assistance, and economic development activities in the City's downtown and broader CRA area. Over the past several years, the CRA has supported the OP3D planning effort, the Find It In Oakland Park campaign, and the City's redevelopment activities in the downtown. The City also completed its longstanding effort to convert $4.8 million received through Broward County's Redevelopment Capital Program from loans to grants, producing an annual savings of approximately $200,000 and total estimated savings of $3.2 million.

Unlike most traditional CRA organizations, Oakland Park's CRA is not funded by tax-increment financing. Regular operational expenses are funded primarily by transfers from the General Fund. For capital programming and major development incentives, the CRA has relied on a close partnership with Broward County to provide funding, including the interlocal agreement that will help finance approximately $5 million in City infrastructure costs related to the development of Horizon of Oakland Park.

Major redevelopment milestones have also continued in the downtown. The City Commission selected a joint venture by Kaufman Lynn Construction and the Falcone Group to redevelop the former City Hall property and adjacent parcels into Horizon of Oakland Park, a major mixed-use development expected to include more than 300 apartment units, structured public parking, new retail space, a "Woonerf," or living street, and other public improvements. The Horizon project has experienced delays, with closing now anticipated in November. The Sky Building has been completed, and City staff and operations have moved into the building, which now serves as the new City Hall. Due to the timing of completion, the property is not yet reflected on the tax roll but is expected to be included next year. Greenleaf Park also advanced during FY 2026, with construction beginning in March 2026 and expected to be completed within the fiscal year.

FY 2024, FY 2025, and FY 2026 were years of continued transition and implementation for the CRA. As part of an organizational restructuring, the CRA once again became an independent department overseen by a director-level position. This change places the CRA in a leadership role to help guide downtown redevelopment and broader economic development activities throughout the City. The City also expanded economic development efforts outside the CRA through a business incentive program for Qualified Census Tracts (QCT). During FY 2026, the QCT Business Incentive Program was expanded to include newly designated QCT 501 and future HUD-designated census tracts in Oakland Park.

During FY 2026, the CRA and Economic Development Department continued its business outreach, grant, and redevelopment efforts. A CRA Business Incentive Program grant was awarded to 221 E. Prospect Road, LLC for up to $20,000, supporting more than $40,000 in private investment. The department also hosted the School Partnership Breakfast with the Oakland Park School Advisory Board, coordinated more than six business grand openings, developed and published the FY 2025 CRA Annual Report, and submitted the report to Broward County. Since October 1, 2025, 255 businesses have opened in Oakland Park. The department also supported the City's Opportunity Zones application for designation and redesignation of eligible census tracts.

The FY 2027 budget for the CRA is $969,929, an increase of $53,430 over the FY 2026 Adopted Budget. The budget is funded by a General Fund transfer of $621,661, use of prior year fund balance of $300,000, and rental revenue of $48,268. Funding for existing programming is maintained, including the Business Incentive Program ($60,000), Entrepreneurship Academy ($20,000), and Restaurant/Culinary Art Incubator Program ($20,000). The budget also includes $75,000 for yearly strategic plan initiatives, $20,000 for Placer AI, $7,560 for the Neighborly Grant Program, and $7,500 for utility art wrap maintenance.

Expenditures in the CRA for FY 2027 total $969,929, of which $621,661 is funded through a transfer from the General Fund. The remaining expenditures are funded by use of prior year fund balance, rental revenue, and other sources.

A separate adoption of the CRA's budget by the CRA Board will occur during September as part of the budget adoption process.

Debt Service Fund

This fund pays all principal and interest payments for the City's governmental debt, meaning all debt other than debt related to the Enterprise Funds (Water & Sewer, Solid Waste, and Stormwater). The City utilizes debt for the acquisition of vehicles, municipal facilities and buildings, property acquisition, and the development and upgrading of recreational amenities. The proposed debt service budget for FY 2027 is $6.8 million, an increase from the FY 2026 adopted budget of approximately $5.8 million. The increase is primarily due to estimated debt service costs associated with the anticipated loan for the purchase of Fire Rescue vehicles.

The Debt Service Fund has two primary sources of revenue: transfers from the General Fund and the proceeds from levying the City's voter-approved debt service property tax. The City's debt service property tax can only be used to make debt service payments related to general obligation bonds approved by voters in November 2018 for the purposes of funding the City's facilities program, Building Our Second Century. A total of $40 million in general obligation bonds was approved by voters and issued in two tranches.

The first tranche was issued in June 2020 in the amount of $26 million. This first tranche funded the reimbursement of prior bond-related expenditures, planning and design efforts, and construction of Phase 1 projects. The City was assigned an "AA" credit rating by Standard and Poor's, demonstrating the very strong creditworthiness of Oakland Park. The bonds were sold at a total interest cost of 2.26% over the twenty-year lifespan of the bonds. The annual cost of the combined principal and interest payments for the 2020 Series G.O. Bonds is $2.0 million.

The 2020 Series General Obligation Bonds debt service millage rate for FY 2026 was 0.3311 mills. With the expansion of the City's property tax base, a reduced millage rate will generate funds sufficient to pay the required principal and interest. The FY 2027 budget recommends a debt service millage rate of 0.3136 mills, a reduction of 0.0175 mills, or 5.3%.

The second and final tranche was issued in February 2022 in the amount of $14 million. Standard and Poor's affirmed the City's "AA" credit rating, and the bonds were sold at a total interest cost of 2.585% over the twenty-year lifespan of the bonds. The 2022 Series General Obligation Bonds debt service millage rate for FY 2026 was 0.1799 mills. The recommended rate for FY 2027 is 0.1706 mills, a reduction of 0.0093 mills, or 5.2%. The annual cost of the combined principal and interest payments for the 2022 Series G.O. Bonds is approximately $1.0 million.

The combined debt service millage rate of the 2020 Series and 2022 Series General Obligation Bonds is 0.4842 mills, a reduction of 0.0268 mills, or 5.24%, from the FY 2026 rate of 0.5110 mills. Total debt service for the two General Obligation Bond series for FY 2027 is approximately $3.0 million. As part of the education and community outreach on the proposed bond program in 2018, the City estimated that the monthly cost of the bonds once fully issued would be less than $10 a month for the median, homesteaded single-family home. With all bonds issued, the debt service cost for the median, homesteaded single-family home is $102.59 a year, or about $8.55 a month. This is a decrease of $2.16 from the FY 2026 amount of $104.75, or approximately $0.18 per month.

The Debt Service Fund includes ongoing debt service for the City Hall leasehold improvement loans approved during FY 2024. The FY 2027 budget also includes estimated debt service costs associated with the anticipated loan for the purchase of Fire Rescue vehicles. Given the higher cost of borrowing, any vehicle and capital equipment debt financing for future consideration will continue to be evaluated with consideration of the City's overall debt service profile and the value of transfers required from the General Fund.

At the July 15, 2026 City Commission meeting, the City Commission will adopt the preliminary debt service millage rates that will appear on TRIM notices to be sent to Oakland Park property owners. The combined debt service millage for the 2020 and 2022 General Obligation Bond series is 0.4842 mills. Tentative and final debt service millage rates will be set during the September budget hearings.

Enterprise Funds

Water and Sewer Fund

The Water & Sewer Fund is the City's largest Enterprise Fund; the fund includes the Water and Sewer Divisions of Public Works and the Utility Billing Division of Financial Services. As an Enterprise Fund, it relies entirely on revenues generated from the utility fees paid by the City's water and sewer customers. The utility fees are set to ensure sufficient revenue to meet ongoing operational needs and to support capital infrastructure. The Fund also issues bonds and other debt that are secured solely through pledges of water and sewer revenue; these bonds and loans are used to fund major infrastructure projects to improve the long-term sustainability of the system. These bonds have their own credit ratings, unrelated to the City's general obligation bond credit rating. The Water & Sewer Fund's revenue bonds remain highly rated: they are rated by Standard and Poor's as "AA" and by Fitch Ratings as "AA-". Fitch Ratings also revised the outlook on the Water & Sewer Fund's revenue bonds from Stable to Positive.

The City's water and sewer utility service area does not cover the entirety of Oakland Park. Certain areas of the City are outside the service area and residents and businesses in those areas are direct customers of either Fort Lauderdale or Broward County. These areas are typically ones that were annexed into Oakland Park after they were already built and part of another existing utility system. An example of this is North Andrews Gardens, which was serviced by Broward County prior to annexation and remains within Broward County's service area.

The overall Water & Sewer Fund budget for FY 2027 is $31.2 million, an increase of about $1.3 million, or 4.3%, over the FY 2026 adopted budget of $29.9 million. General operating and personnel costs continue to reflect the impact of inflation, contractual costs, and the cost of purchased water and wastewater treatment. The budget also supports continued investment in the City's water and sewer infrastructure through the capital improvement program.

Promoting water conservation and sustainability remains a priority. Funding is provided in the budget to support water conservation measures, including outreach programming and the continuation of the low-flow toilet rebate program. Included in the proposed FY 2027 Water & Sewer Fund is $2.1 million in capital infrastructure projects. Major projects include lift station upgrades, sewer laterals upgrades, water main interconnections with Broward County, water main improvements, galvanized water service upgrades, and gravity sewer system upgrades, including CIPP lining, grouting, and manhole rehabilitation. Over the five-year capital improvement program, planned Water and Wastewater projects total $25.9 million. The FY 2027 budget also includes vehicle replacements totaling $335,000, including a Ford F350 dump truck and Ford F250 utility truck for the Water Division, and a Ford F450 utility truck with crane and Ford F350 flat-bed dump truck for the Wastewater Division.

The City provides expanded payment options for utility customers. As part of the migration to Tyler Payments, the City launched online, phone, and interactive voice response payment options, and continues to absorb the convenience charges for credit card, debit card, and e-check payments. The City also continues to provide customers with the option to make cash payments at Amscot locations. These payment options provide customers with increased flexibility and reduce the need to mail a check or come to City Hall to make a payment.

The Water & Sewer Fund does not operate a water plant or a wastewater processing facility. All City-supplied water is purchased from Fort Lauderdale. Wastewater is sent to Fort Lauderdale and Broward County for processing. The cost of purchasing water and processing wastewater together represent the largest annual costs to the fund.

In February 2022, the City Commission approved a new agreement with the Central Region Large Use Wastewater System, which is operated by the City of Fort Lauderdale. The system members, in addition to Fort Lauderdale, include Oakland Park, Wilton Manors, and portions of Lauderdale-by-the-Sea, Port Everglades, and Davie. The new 20-year agreement maintains the existing rate-setting system but improves transparency and accountability by adding language that requires an annual audit of the Central Region Fund. Oakland Park continues to work with Fort Lauderdale on capacity allocation and discharge issues, which are important as the City continues to see residential development.

In 2019, Fort Lauderdale engaged in a water rate study, and new rates were implemented for the 2020 fiscal year. As part of this implementation, Fort Lauderdale began to levy a 25% surcharge on water sold to other municipalities, including Oakland Park, for the first time in the history of the relationship between the two cities. Although the surcharge is allowable under State law, Oakland Park did not agree that the surcharge could be imposed under the existing contract between the two cities. As part of efforts to resolve the dispute, a new long-term water agreement was negotiated and approved in August 2022. The agreement allows for the phased implementation of a surcharge over four years, ending with a final and maximum surcharge rate of 12.50%, effective October 1, 2025, and lasting until the end of the 25-year agreement. For FY 2027, the surcharge is fully phased in at 12.50% on all water purchases.

In June 2026, HB 1451 was approved by the Governor and became Chapter No. 2026-135, Laws of Florida. The new law affects municipal utilities that provide water and sewer service outside their municipal boundaries, including the surcharge charged by Fort Lauderdale on water sold to Oakland Park. Under the new law, Fort Lauderdale may continue charging the current surcharge only to the extent it is required by bond covenants for bonds issued on or before July 1, 2024. If no such bond covenant requirement applies, the surcharge must be eliminated by July 1, 2027. Otherwise, the surcharge must be phased out no later than July 1, 2029. The law also includes new reporting and public meeting requirements for municipal utilities that serve customers outside their boundaries.

The current Oakland Park water and sewer rate structure provides for programmed water and sewer rate adjustments to support operations, capital infrastructure needs, and the City's utility bond credit rating. The scheduled rate increases also provide for the pass-through of rate increases from Fort Lauderdale and Broward County. These programmed rate adjustments are intended to keep the fund on track to absorb increased operating costs and support the long-term capital needs of the utility system.

The last comprehensive study of Oakland Park's utility system was completed prior to the issuance of the 2010 and 2012 bonds. With new agreements for water purchases and sewer processing in place, Oakland Park completed its own Water and Sewer Master Plan and water and sewer rate study. Both the master plan and the rate study were presented to the City Commission in June 2025. To support more than $50 million in planned water and sewer infrastructure improvements, the consultants recommended a series of annual rate increases beginning in FY 2026, including a 4.0% increase to water rates and a 7.5% increase to wastewater rates each year through FY 2030 to fund the capital program and maintain financial stability.

Stormwater Fund

The Stormwater Fund is the Enterprise Fund responsible for the construction, operation, and maintenance of the City's public drainage and stormwater management infrastructure. This infrastructure is responsible for the public areas of the City, such as roadways. It is not responsible for drainage and flooding issues on private property, which are the responsibility of the property owner. Flooding in Oakland Park is a challenge as the City exists in a topographical "bowl." Although not a coastal community, Oakland Park's water table and many canals are directly affected by sea-level rise, meaning that flooding issues are expected to grow in the future. Mitigating these issues requires a commitment to cultivating resiliency and improving the City's stormwater infrastructure.

The Stormwater Fund is funded by revenues generated by the citywide stormwater assessment. With the exception of governmental entities, all properties in Oakland Park are assessed for stormwater services through a non-ad valorem special assessment placed on the property tax bill. Properties are assessed using an equivalent residential unit (ERU) basis. Each residence is considered a single ERU; a parcel with two residences would be assessed for two ERUs, for example. For non-residential properties, the number of ERUs to be assessed is based on the impermeable surface area of the parcel, with every 1,507 square feet treated as one ERU. In 2003, the assessment, then included as part of monthly utility bills, was $72 per ERU. This was increased for the first time for FY 2016 to $84 per ERU.

In February 2020, the City Commission approved an update to the City's Stormwater Master Plan and a Flood Vulnerability Assessment study, funded in part by a grant from the State of Florida. The master plan's purpose was to identify the long-term needs for drainage infrastructure in the City, with emphasis on how to address the challenges of sea-level rise, flooding, and surface water quality. The master plan and accompanying rate study were presented to the City Commission in June 2022. The master plan identified fifteen projects at an estimated cost of $48.8 million to be constructed over a 15-year period. These projects range from the County-required raising of sea walls to improvements to outflow systems and pump stations. Funding these projects will require a combination of grants and low-interest loans through Florida's Clean Water State Revolving Fund program. The City received a grant to address stormwater concerns in the western area of the City, but due to a lack of cooperation from the Lake Emerald Condominium Board, will be unable to pursue the project.

The rate study recommended a $30 increase to the existing assessment of $84 per ERU. The Commission approved this recommendation and the rate for FY 2023 was set at $114 per ERU, the second increase over a 20-year period. The study also recommended subsequent increases that would result in a rate of $145 per ERU by FY 2027. The gradual increase in rates was intended to provide the revenue capacity to service payments to the state revolving loan program loans, while also taking growing operational and construction costs into account.

For FY 2027, it is recommended that the stormwater assessment rate be increased to $145 per ERU in accordance with the stormwater master plan and rate study. The proposed rate increase of $7 per ERU will provide additional funding to support stormwater operations, capital infrastructure, and future debt service associated with projects identified in the Stormwater Master Plan.

The recommended Stormwater Fund budget for FY 2027 is $6.8 million, a decrease of $11.6 million from the FY 2026 adopted budget of $18.4 million. This decrease is due primarily to the reprogramming of the timing of SRF-funded projects and does not reflect a reduction in the City's commitment to stormwater infrastructure. The FY 2027 stormwater capital program includes approximately $1.9 million in projects, with approximately $23.9 million planned over the five-year capital improvement program. Major FY 2027 projects include Dewey Hawkins Landing, Cherry Creek Dredging, curbing and swale grading for drainage improvements, storm drainpipe lining, Floranada Business District pump stations and drainage wells, the City Northwestern Lakes Stormwater Interconnection Project, critical outfall structures, the NE 2nd Avenue and East Oakland Park Boulevard pump station, raising and replacing flood barriers, North Coral Lakes

drainage improvements, NE 48th Street and NE 15th Way / NE 16th Avenue drainage improvements, and East Coral River improvements. These projects are expected to be funded through a combination of Stormwater Fund balance, grant funding, and SRF or other external financing.

No vehicle or equipment replacements are included in the FY 2027 Stormwater Fund budget.

The City will continue the placement of the annual assessment for the Stormwater program on the property tax bill. During the July 15, 2026 Commission meeting, the City Commission will adopt the preliminary stormwater assessment rate that will appear on TRIM notices sent to Oakland Park property owners. The final stormwater assessment rate will be set during a special meeting of the City Commission to be held on September 14, 2026.

Solid Waste Fund

The Solid Waste Fund has two primary revenue sources: a non-ad valorem special assessment for residential customers and monthly utility service charges for commercial services. The residential special assessment program applies to parcels with no more than four dwelling units and replaced a monthly utility bill in FY 2012, at which time the residential fee was set at $300 per residential unit. Parcels with five or more dwelling units continue to be charged via utility bills. In FY 2013, the $300 residential fee was reduced by $45 to $255 in response to challenges posed by the recession. For FY 2014, this rate was further reduced by $50 to $205. This resulted in a total rate decrease over a two-year period of $95, or 32%. Reductions in the commercial rates also occurred during this time. These changes resulted in a recurring revenue reduction of approximately $1.2 million per year and significantly depleted fund reserves.

In FY 2022, a rate study was conducted and concluded that Oakland Park's rates were not sustainable and recommended phased rate adjustments to support the financial stability of the Solid Waste Fund. Based on the results of that study, a solid waste residential rate of $280.50 per dwelling was approved for FY 2023, along with a 10% increase in commercial rates. During FY 2023 and FY 2024, the City experienced significant increases in the cost of providing solid waste services, including higher recycling processing costs, dumpster maintenance and repair costs, and disposal costs. These increases resulted in additional rate adjustments, including a residential solid waste rate of $310 per dwelling unit for FY 2024 and an 11% increase in commercial rates.

In December 2023, the City Commission approved new solid waste disposal agreements with Waste Connections and Waste Management. Waste Connections, the City's vendor for regular solid waste disposal, increased its rates by 38% to $61.50 per ton, well in excess of the 28% that had been anticipated. Waste Management increased its rate for bulk trash disposal by 31%, raising the rate per ton from $41.35 to $54.00. Due to the magnitude of these increases, the FY 2024 budget was amended to utilize additional reserves. During FY 2025 and FY 2026, costs for the fund continued to escalate.

During FY 2026, the City completed an updated solid waste rate study, which was presented to the City Commission on June 17, 2026. The updated study reviewed historical and current operational and financial data and projected the future financial performance of the Solid Waste

Fund. The study noted that the financial factors and assumptions used in the prior rate study had changed, including salary and benefit costs, disposal fees, fleet replacement needs, and other cost inflation factors. The study also considered the potential operational and financial impacts of the countywide interlocal agreement for recycling and disposal services, although those impacts cannot yet be fully estimated.

The updated rate study confirmed that rate adjustments are still needed to maintain the financial stability of the Solid Waste Fund, support operating costs, fund fleet replacement, and maintain unrestricted reserve targets. Without rate increases, the fund is projected to be rapidly depleted over the next few years. Based on current conditions and the results of the updated rate study, the FY 2027 budget recommends a $4 increase in the current residential solid waste assessment rate of $340 bringing it to $344 per dwelling unit, and a 12.5% increase in commercial rates. These adjustments are intended to address current operating and capital needs while preserving sufficient reserves for future fleet replacement and emergency debris removal needs.

The total budget of the Fund for FY 2027 is about $11.6 million, an increase of approximately $0.6 million from the FY 2026 adopted budget. Staffing levels remain unchanged. Operating and capital costs continue to be the major drivers of the fund. The combined budget for regular solid waste, bulk trash, and recycling disposal is projected to be $3.9 million, reflecting an increase of approximately 5.9%. The FY 2027 budget also includes cash-funded solid waste fleet replacements totaling $1.525 million. Major replacements include two side-load refuse trucks, one Acterra/Peterson loader, and two Peterson loader grapple trucks.

The ability to continue to utilize reserves to fund capital purchases is limited. Reserves must be replenished to provide for emergency management costs and debris removal that may be incurred during major storm and hurricane events. The Solid Waste Fund is a capital-intensive operation; the typical front-line life of a solid waste truck is seven years and the cost of replacing just a single refuse truck can easily exceed $0.4 million. As an Enterprise Fund, it is necessary that the City set user rates to provide for the financial resources needed to operate this important service. Continued rate adjustments will be needed in subsequent budget years to maintain financial sustainability, match operating revenues with operating expenses, and provide resources for the replacement of solid waste vehicles and equipment.

The City Commission is currently assessing the County's Interlocal Agreement establishing the Broward County Solid Waste Disposal and Recyclable Materials Processing Authority. The Commission will determine whether participation in the Authority is in the City's best interest. The Authority is currently in the planning and organizational stages and has not yet commenced operations. Adjustments to the City’s solid waste system can be expected in the future to reflect the implementation of the authority. It is hoped that these countywide efforts, once realized, will help control solid waste costs in the near future, but it is anticipated that Oakland Park’s residential and commercial rates will still need to be adjusted to cover the cost of operations.

The City will continue the placement of the annual residential solid waste assessment on the property tax bill. On July 15, 2026, the City Commission will adopt the preliminary assessment rate that will appear on TRIM notices sent to Oakland Park property owners. The final assessment rate will be set during a special meeting of the City Commission to be held on September 14, 2026. Monthly commercial billing rates are set via Resolution, which will be included as part of the final budget adoption in September.

Capital Improvement Program

Building on a Decade of Strategic Investment

The City of Oakland Park's Capital Improvement Program (CIP) serves as the roadmap for investing in the infrastructure, facilities, parks, and public spaces that support the City's long-term vision. The City's capital investments for years had to be concentrated on addressing critical underground infrastructure needs, including water, sewer, and stormwater systems funded primarily through utility revenue bonds. As these foundational improvements progressed, the City could then move its focus toward modernizing public facilities, enhancing parks and recreational amenities, advancing mobility initiatives, and improving community resiliency. With many of the City's critical utility investments underway, capital planning evolved to encompass a broader vision. The program expanded to include projects that enhanced parks and public spaces, strengthened pedestrian and bicycle connectivity, improved neighborhood aesthetics, and advanced the City's long-term goals for sustainability, resiliency, and quality of life.

A significant turning point occurred in 2018 when more than two-thirds of Oakland Park voters approved a $40 million General Obligation Bond referendum. Combined with substantial federal, state, county, and grant funding, the Building Our Second Century initiative launched a transformative period of investment that continues to reshape the community today.

The City's Capital Improvement Program has grown considerably since FY 2020, when the adopted CIP totaled $3.8 million and focused primarily on planning and design efforts for future projects. By FY 2021, the program had expanded to $12.4 million as bond-funded projects moved into implementation, including the groundbreaking of City Centennial Park Phase 1 and major roadway improvements along NW 21st Avenue, Prospect Road, and Powerline Road.

During FY 2022 and FY 2023, the Capital Improvement Program further accelerated this momentum, growing to more than $27 million and $30 million, respectively. During that period, construction began on several cornerstone Facility projects, including the North Andrews Gardens Community Center, Fire Station 9, and the Public Works Facility. The City also completed significant park projects, with the opening of City Centennial Park Phase 1; the fully renovated Dr. Carter G. Woodson Park, with new playground areas with rubberized surfaces, expanded parking, enhanced lighting and security, and renovated basketball courts; the opening of the Middle River Promenade, a scenic, publicly accessible pedestrian trail; and Wag Park at Giusti Heart Par Cours, adding new parking and a new dog park. Streetscape, and mobility improvements included sidewalk improvement projects in the Lakeside neighborhood and surrounding Oakland Park Elementary School, and advanced resiliency investments through facility hardening and stormwater planning initiatives.

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In FY 2024, the City's focus expanded to include the future City Hall buildout within the Sky Building, continued implementation of the Stormwater Master Plan, and the completion of the North Andrews Gardens Community Center, the first bond-funded facility delivered through the Building Our Second Century initiative. The FY 2024 Adopted CIP totaled $26.1 million, encompassing more than 25 distinct projects with more than half of the program's funding that year supported through grants, reflecting the City's continued success in leveraging external funding sources.

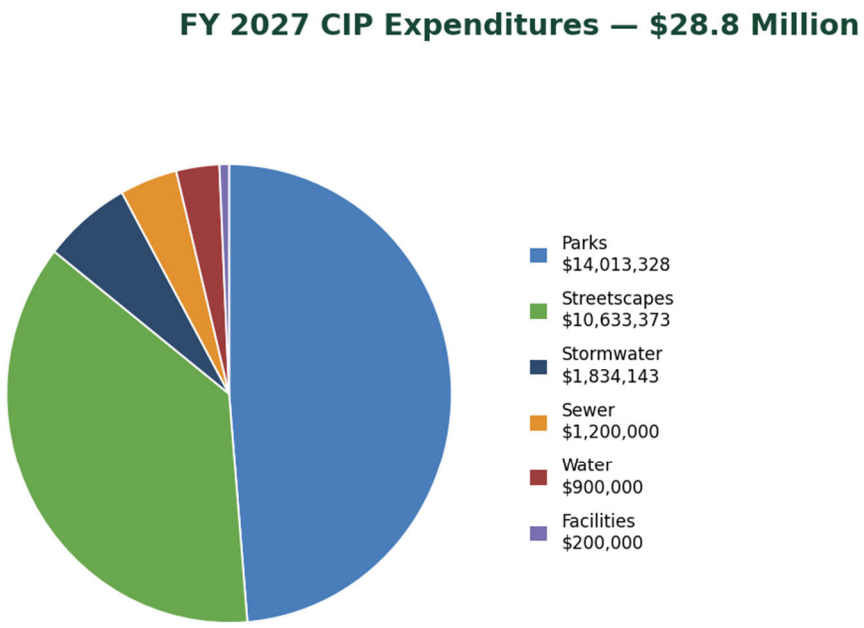
The FY 2025 and FY 2026 Capital Improvement Programs represented some of the largest and most ambitious in the City's history, advancing over $70 million in planned investments across facilities, parks, transportation, and stormwater infrastructure. Major milestones included the completion of Fire Station 9 and the Public Works Facility, which included the relocation of staff and operations to the new state-of-the-art facilities. The Library design and construction moved forward at City Centennial Park, as well as the advancement of the next phases of Centennial Park planning and design to be completed by our City’s Centennial. Implementation of priority stormwater projects, and design and construction activities at Veterans Park, Royal Palm Park, Steven’s Field and a second phase of Guisti Heart Par Cours Park and infrastructure improvements, such as the NE 13 Avenue Project sidewalk and drainage improvement project, the City Northwestern Lakes Stormwater Interconnection project and the NE 6th Avenue Pump Station Project. These investments further strengthened the City's commitment to resiliency, mobility, and quality-of-life enhancements while continuing to leverage significant grant funding opportunities.

Today, the Capital Improvement Program reflects the cumulative impact of these investments and the City's long-term commitment to strategic infrastructure planning. The projects included in the FY 2027 CIP build upon this momentum and continue the transition from transformational facility investments toward a balanced portfolio of resiliency, infrastructure, mobility, and community enhancement projects designed to serve Oakland Park for decades to come.

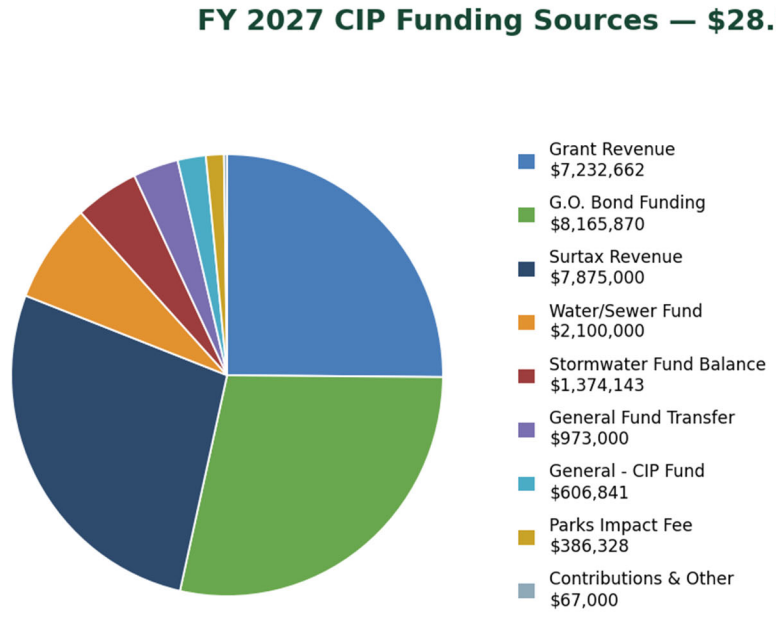
FY 2027 CIP Overview

The proposed FY 2027 CIP totals $28.8 million across 24 projects. External funding continues to play a critical role, with approximately $14.7 million (51%) of the program supported by grants, transportation surtax revenues and private contributions. The balance is funded through General Fund transfers, impact fees, loans, and available fund balances, and Enterprise Funds such as Stormwater Fund revenues, as appropriate.

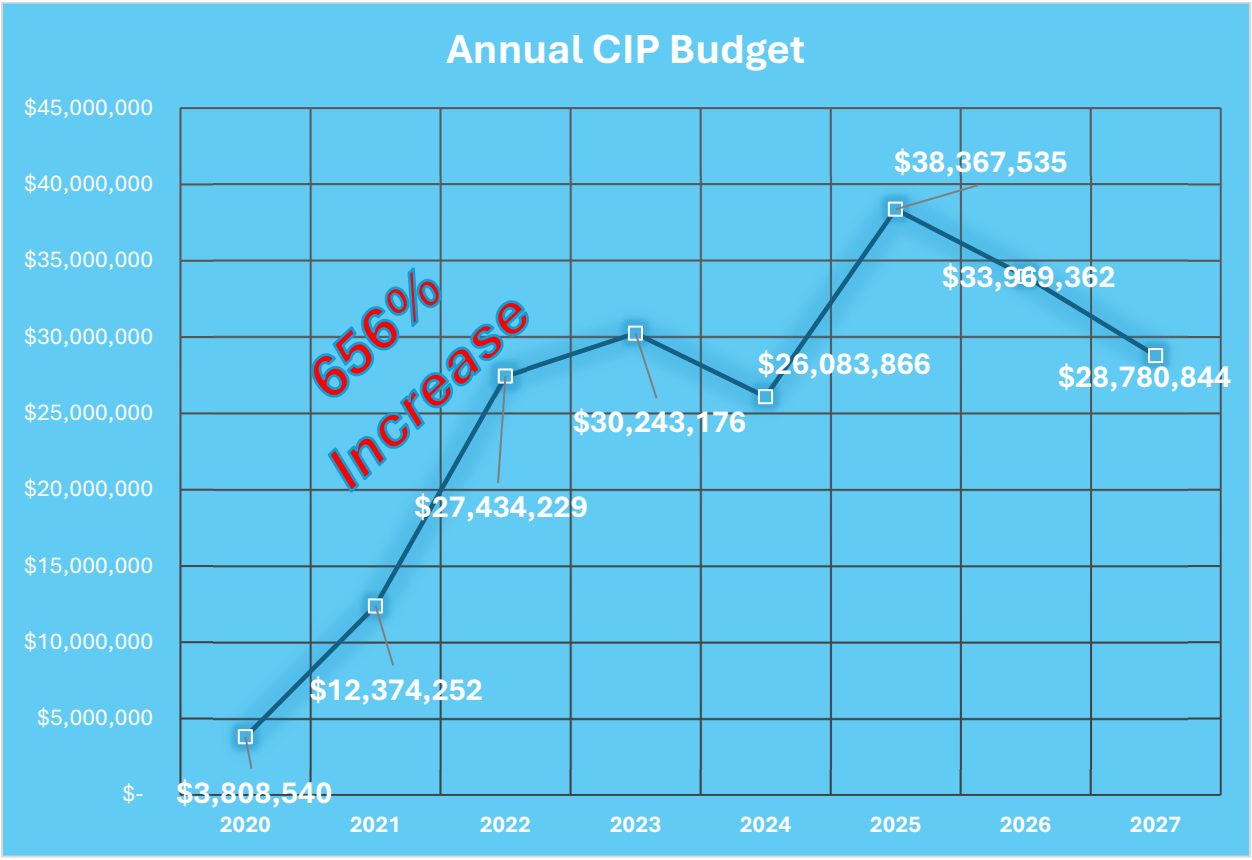
While external funding continues to provide critical resources for advancing major capital projects, it also introduces challenges that must be carefully managed. Delays in funding appropriations, evolving grant requirements, and the competitive nature of discretionary funding programs can impact project schedules and may require projects to be phased, re-scoped, or postponed. Continued volatility in construction costs, material pricing, and market conditions further complicates project budgeting and delivery, requiring the City to remain flexible and strategic in its approach to capital planning.



FY 2027 CIP Expenditures by category ($28.8 million)



FY 2027 CIP Funding Sources ($28.8 million)



Annual CIP Budget, FY 2020–FY 2027

These investments are intended not only to maintain existing infrastructure and services, but also to support Oakland Park's continued evolution into a more resilient, accessible, sustainable, and economically vibrant community.

Major Investments in FY 2027

Facilities and Parks Projects

Facilities and park investments account for approximately $14.2 million of the FY 2027 Capital Improvement Program. The City's most significant recreational investment remains the continued implementation of the Building Our Second Century Bond Program. Construction is scheduled to begin on City Centennial Park during FY 2027 and will transform the central and southern portions of the park into a major community destination, adding five acres of new park land and featuring new parking areas, walking trails, outdoor gathering spaces, a raised performance venue, urban forest elements, plazas, and enhanced entry features. The project is supported by a combination of bond proceeds and more than $4 million in state, county, and federal grant funding.

Additional bond-funded work includes $50,000 for environmental remediation activities at Centennial Park and $200,000 for Fire Station 87 improvements. The City also continues planning for the future Fire Station 20 replacement project.

In addition to City Centennial Park, several neighborhood park and recreational facility improvements are planned. The City will begin construction of the Dewey Hawkins Landing Improvements Project, budgeted at $1.74 million, to replace the existing boat dock and canoe/kayak launch and restore safe public access to the waterfront. The project is supported by approximately $900,000 in grant funding from multiple environmental and boating access programs.

The City will begin the construction phase of Glenwood Garden, with approximately $1.1 million budgeted in FY 2027. Funding includes the generous donation of Mr. John Scheer, a local resident and philanthropist whose support continues to enhance Oakland Park's public spaces, Parks Impact Fees, General Fund support, and grant funding. Located within the downtown area, Glenwood Garden will provide a unique passive recreation and gathering space that complements ongoing downtown redevelopment efforts.

Several additional park and recreation initiatives remain in the CIP for future funding opportunities, including improvements at Bark Park, Dillon Tennis Center, Royal Palm Park, Wimberly Field, and other recreational facilities. The City also continues to evaluate lighting upgrades, park signage improvements, and facility enhancements as funding becomes available.

Streetscape, Mobility, and Neighborhood Improvements

Streetscape, mobility, and neighborhood enhancement projects total approximately $10.6 million, representing nearly 32 percent of the FY 2027 CIP. The largest investment is the Citywide Mast Arm Conversion Project, funded through $7.9 million in Broward County Transportation Surtax revenues. This initiative will replace existing span-wire traffic signal systems with more resilient mast arm assemblies at signalized intersections throughout the City, improving reliability and storm resistance.

The NW 21st Avenue Improvements Project, funded through approximately $1.7 million in Complete Streets and Localized Initiatives Program (CSLIP) funding will be constructed by FDOT. The project will improve roadway conditions south of Oakland Park Boulevard and provide bicycle facilities for the corridor north to Commercial Boulevard, enhancing multimodal mobility and safety. Additionally, the City will begin planning and design activities for the NE 34 Court Roadway Improvement Project, supported by federal transportation funding.

Other FY 2027 mobility investments include CRA West Dixie Side Street Improvements ($606 thousand), Citywide Entry and Welcome Signage ($50 thousand), Citywide Tree Canopy Improvements ($50 thousand), and the initial phase of Main Street Pergola Replacement and Streetscape Enhancements ($113 thousand). These projects support neighborhood identity, economic development, downtown activation, and the City's broader placemaking objectives.

Stormwater, Water, and Sewer Infrastructure

Stormwater, water, and wastewater infrastructure projects account for approximately $3.9 million, or 14 percent, of the FY 2027 Capital Improvement Program. These investments continue the City's long-term strategy of improving infrastructure resiliency, reducing flooding risks, and maintaining regulatory compliance.

Water and wastewater projects amount to $2.1 million which include $100 thousand for water main improvements, $500 thousand for galvanized water service replacements, $1 million for gravity sewer rehabilitation through lining and grouting, $300 thousand for additional water system interconnections with Broward County, $100 thousand for lift station upgrades, and $100 thousand for sewer lateral rehabilitation improvements. These projects will improve system reliability, reduce infiltration and inflow, and strengthen emergency preparedness capabilities.

Stormwater investments total approximately $1.8 million and focus on implementing priority recommendations from the City's Stormwater Master Plan. Major projects include the Floranada Business District Pump Stations and Drainage Wells Project for $143 thousand, raising and replacing flood barriers for $650 thousand, Cherry Creek dredging for $50 thousand to address sediment buildup and restore natural tidal flow, and ongoing storm drainpipe lining and drainage maintenance initiatives. Stormwater project also includes the Dewey Hawkins Landing project for $941 thousand which will restore safe access to the site, maintain operational access for stormwater maintenance activities, and support shoreline and site stabilization. Together, these projects represent a substantial investment in flood mitigation, infrastructure resiliency, and long-term stormwater system maintenance.

The FY 2027 Capital Improvement Program reflects the City's continued commitment to investing in critical infrastructure, public facilities, parks, and mobility improvements while maintaining a disciplined approach to financial management. As projects progress and new opportunities emerge, the program will continue to evolve in response to changing funding availability, economic conditions, regulatory requirements, and community priorities.

Successfully delivering a capital program of this scale requires flexibility and careful coordination. Project schedules, scopes, and funding strategies are routinely evaluated to align available resources with the City's highest priorities. Through strategic planning, phased implementation, and the continued pursuit of external funding, Oakland Park remains focused on advancing projects that strengthen community resilience, support economic vitality, and enhance quality of life for residents.

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Future Years

The five-year Capital Improvement Program through FY 2031 anticipates approximately $97.9 million in capital improvements. This includes $28.8 million in streetscape and mobility projects, $14.3 million in parks, $5.0 million in facilities, $25.9 million in water and wastewater infrastructure, and $23.9 million in stormwater improvements. These investments are supported through a combination of enterprise fund revenues, General Fund contributions, General Obligation Bond proceeds, transportation surtax revenues, grants, private contributions, and external financing. As with any long-range planning document, the Capital Improvement Program will continue to evolve as conditions change. Project schedules, funding strategies, and implementation priorities may be adjusted based on Commission direction, emerging infrastructure needs, grant opportunities, economic conditions, and other factors that influence the City's ability to deliver projects.

Maintaining a sustainable capital program requires long-term financial planning and the identification of reliable funding sources. Many of the City's utility and stormwater projects are supported through enterprise funds and external financing mechanisms, including the State Revolving Fund loan program. These funding sources are supported by user fees and periodic rate adjustments necessary to maintain service levels and fund future infrastructure needs. In contrast, parks, public facilities, and transportation enhancements generally rely on a combination of General Fund support, voter-approved bond proceeds, grants, surtax revenues, impact fees, and other external funding sources. As major capital investments are completed and new facilities come online, the City must also plan for the ongoing operational, maintenance, and staffing costs associated with these assets.

The FY 2027-2031 Capital Improvement Program reflects the City's continued success in leveraging external funding to advance community priorities. More than one-half of the FY 2027 program is supported by grants, transportation surtax revenues, private contributions, or external financing. While these funding sources allow the City to undertake projects that might otherwise be financially unattainable, future funding availability remains uncertain. Several projects included in the five-year plan remain partially funded or unfunded and will require the identification of additional revenue sources before implementation. The City will continue to pursue grant opportunities, legislative appropriations, transportation surtax funding, and strategic partnerships to maximize available resources and reduce the financial burden on local taxpayers.

The FY 2027 Capital Improvement Program reflects Oakland Park's continued commitment to maintaining and enhancing the infrastructure that supports a safe, resilient, and thriving community. Through careful planning, strategic investment, and responsible financial management, the City remains focused on delivering projects that improve quality of life, strengthen economic vitality, and position Oakland Park for long-term success. As future capital needs emerge, the City will continue to evaluate project priorities and funding strategies to ensure investments remain affordable, sustainable, and aligned with the community's long-term vision.

The FY 2027 Capital Improvement Program will be presented for final Commission consideration and adoption as part of the annual budget process in September.

Citywide Staffing Levels

Compensation costs continue to represent the largest category of expenditure for City operations and remain a significant driver of the General Fund (approximately 38% of the General Fund's budget is strictly compensation costs). When personnel costs of Oakland Park's BSO contract employees are included, this cost grows to more than 63%. During economic downturns, reduction in staffing levels typically occurs: the General Fund reduced total staff positions by one-third during the prior recession. A similar reduction is something the City seeks to prevent in the future to avoid disruptions in service delivery to residents and also disruptions in the lives of our employees and their families.

This administration has maintained a conservative philosophy regarding staffing levels. Existing and future vacancies are evaluated to ensure that the functions of the vacant position cannot be filled by some other adjustment to the current departmental organization or increased efficiency in processes. With the exception of first responders, additions to staffing have been chiefly predicated on the ability to largely offset new compensation costs through reductions in contractual services costs, increased revenues, or the elimination of vacant positions. Due to this philosophy, the City's staffing level remains below 2007 levels, when the number of total positions in the City's budget was 344. These numbers exclude short-term, temporary internship positions and the staffing count of the local Oakland Park Sheriff's District.

No staffing additions were requested as part of the FY 2024 budget and no new positions were requested during the fiscal year through budget amendments, although position changes were made as part of the reorganization of various departments and divisions. As part of the FY 2025 budget, the City Commission approved the creation of four new positions. Two new ITS positions were created, a GIS Administrator and a GIS Technician, as part of efforts to bring geographic information systems in-house instead of relying on outside consultants. An Administrative Assistant for Building & Permitting was approved to assist in the management of the City's 40-year building inspection process. The Volunteer Services Manager for Parks & Leisure Services was also approved as part of efforts to grow the City's volunteer program. These four additions brought the total number of City positions to 329.

The FY 2026 budget included the addition of two new positions, increasing the City's staffing from 329 to 331 positions. These positions were an External Relations & Communications Specialist in the Engineering and Community Development Department and a Plans Examiner/Inspector position in Building and Permitting to help manage the increasing volume and complexity of development activity in the City.

The recommended budget for FY 2027 proposes the addition of two new positions, increasing the City's staffing from 331 to 333 positions:

Department / Division	Title	Grade	General Fund Cost
Human Resources	Human Resources Manager	34	$110,101
Building and Permitting	Code Enforcement Officer*	24	$67,592
TOTAL			**$177,693**

**Funded by permitting revenues.*

A Human Resources Manager position (Grade 34, $110,101) is recommended to provide additional capacity and support for citywide human resources functions, including recruitment, retention, employee relations, and personnel administration. A Code Enforcement Officer position is also recommended in the Building and Permitting Division (Grade 24, $67,592, funded by permitting revenues) to support code compliance activities and continued development-related workload. The Code Enforcement Officer position is funded by permitting revenues.

The FY 2027 budget also includes a position change from Business License Supervisor to Code Technician. This position remains at the same grade and does not increase the City's overall staffing count.

Although BSO District staff are not City employees, the FY 2026 budget included a change to the Oakland Park District staffing structure. One Uniformed Patrol Deputy Sheriff position was added, increasing sworn staffing from 88 to 89 positions. To help offset the cost of this change, two Community Service Aide positions were eliminated, reducing non-sworn staffing from 11 to 9 positions. As a result, total BSO District staffing decreased from 99 to 98 positions. The FY 2027 proposed budget maintains the same BSO staffing level of 98 positions, consisting of 89 sworn and 9 non-sworn positions.

The City applied for a FEMA Staffing for Adequate Fire & Emergency Response Grant during FY 2026 for five firefighter/paramedic positions but was not awarded funding. The City has submitted a new SAFER Grant application for FY 2027. No grant revenue or personnel costs related to this grant are included in the proposed FY 2027 budget. If awarded, a budget amendment would be prepared for consideration during the fiscal year.

Given the potential impact of proposed property tax reform and other budgetary uncertainties, the City will continue to evaluate vacancies carefully before they are filled. The goal is to maintain service levels while ensuring that staffing decisions remain financially prudent and aligned with long-term revenue conditions.

Retirement Costs

Oakland Park has two City pension plans: the General Employees' Pension Plan and the Police & Fire Rescue Plan. Both City plans are closed, and new employees are members of the Florida Retirement System.

Within the General Fund, the cost of retirement benefits for FY 2027 is projected to be $9.54 million, a decrease of $914,784, or 8.75%, from FY 2026. The decrease is primarily due to a reduction in the required contribution to the closed Police and Fire Pension Plan, which decreases from $5.42 million to $4.00 million. This reduction is due to the extension of the smoothing period for the unfunded actuarial accrued liability. The decrease is partially offset by an increase in Fire Rescue FRS costs, which increased by $652,607, or 29.03%.

The General Employees' Pension Plan has no required contribution for FY 2027 due to the plan's strong funded status, however, the budget includes an $80,000 advance contribution to help mitigate the risk of a larger contribution requirement in a future year. Other FRS and pension costs remain largely unchanged, with a slight decrease due to lower contribution rates for general employees and management positions.

The Police and Fire Pension Plan is the City's other local plan. The police plan component was effectively closed when Oakland Park began contracting for police services with the Sheriff's Office in 2000. In 2018, the Commission approved a labor contract with the fire union that included closing the fire side of the Police & Fire Pension Plan to resolve longstanding pension concerns. Existing vested members of the plan were given the opportunity to stay within the City plan and continue to accrue benefits or could elect to join the Special Risk Class of FRS.

The transition to FRS raised costs for the City now but is projected to result in longer-term savings and, more importantly, provide financial stability to the City's Police and Fire Pension Plan for the benefit of public safety retirees and City taxpayers who support these pension benefits. The City is legally committed to funding the closed local pension plan while concurrently funding FRS benefits for current employees. Future contributions to the closed plan will continue to be affected by investment performance, actuarial assumptions, amortization periods, and the remaining unfunded actuarial accrued liability.

Salary and Wages

The City has three labor unions: the International Association of Firefighters, the American Federation of State, County, and Municipal Employees, and the Federation of Public Employees. AFSCME represents the City's employees in clerical positions and FOPE represents foremen, utility technicians, equipment operators, and other similar positions in Public Works. Both of these unions represent general employees, and consistent effort has been made to maintain parity between AFSCME and FOPE with regard to wage and benefit increases. IAFF represents the City's firefighters, who are the only public safety employees directly employed by Oakland Park.

The City reached successor labor agreements with FOPE and AFSCME for the two-year period beginning October 1, 2025. These agreements include a 4% wage increase each year of the contract. The City is in negotiations with IAFF regarding a successor agreement for Fire Rescue employees. The proposed FY 2027 budget includes funding assumptions related to the ongoing IAFF negotiations, but the final financial impact will depend on the terms of the successor agreement once approved.

Personnel costs remain a significant driver of the City's operating budget. Wage increases, health insurance costs, FRS contribution rates, pension costs, overtime, and staffing needs all affect the cost of maintaining current service levels. The City will continue to evaluate compensation levels to remain competitive in the labor market while balancing the long-term financial impact of wage and benefit increases.

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Future Considerations

Although inflation has slowed from the high levels experienced in prior years, the cumulative effect of inflation continues to affect wages, goods, services, construction materials, and operating costs. This challenge comes at the same time that housing costs in South Florida remain high and local governments continue to compete with both the private sector and other public employers for qualified employees.

City operations can only be successful by recruiting and retaining competent, skilled employees. This requires competitive wages and benefits. When compared to the private sector, local governments lack the structural flexibility to easily adjust salaries and benefits for recruitment and retention efforts. Salary compression issues emerge when new hires are paid at rates near or exceeding existing employees. Local governments also lack the flexibility to reduce benefits and wages during economically challenging times. Benefits and wages, once granted, cannot be reduced easily and often require negotiations and labor contracts.

Funding compensation increases is also difficult. Unlike private companies that can adjust prices and fees with greater ease, there is no functional ability to adjust City revenues in any meaningful way after the adoption of the property tax and special assessment rates. Many City revenue streams are limited in how they can be used. Permit revenue, for example, cannot be used to fund wage increases for solid waste drivers. Cities are publicly funded; funding to improve compensation in the public sector comes from raising revenues that directly impact the financial well-being of residents and businesses in Oakland Park. These issues represent a major challenge to Oakland Park and other cities.

Oakland Park has seen tangible success from efforts to remain marketable. During FY 2022, the City lost many solid waste drivers to the private sector and struggled to attract qualified candidates to fill vacancies. The Public Works and Human Resources Departments worked to reorganize the position structure of the Solid Waste Division to create incentives to attract new hires and retain existing employees. These efforts included temporary incentives for new hires, the structural redesign of positions, and the creation of a skills-based automatic progression system to retain new drivers and attract new applicants. The success of these efforts led to the Commission’s approval of expansion of the auto-progression structure to other Public Works divisions during FY 2023 and then for various positions in the Financial Services Department in FY 2024. Additional progression systems continue to be considered elsewhere in the City to provide a career path for current and prospective employees.

Oakland Park has maintained a conservative staffing philosophy, keeping positions below 2007 levels. The City has worked diligently to provide wage adjustments that are equitable and reflective of the outstanding customer-service focused work performed by employees, while also ensuring that staffing and compensation decisions do not place unreasonable burdens on taxpayers.

Long-Term Outlook

As Oakland Park continues Building Our Second Century, the City remains focused on balancing strategic growth, infrastructure investment, operational sustainability, and responsible financial stewardship.

The FY 2027 budget reflects continued commitment to thoughtful planning, disciplined financial management, strategic investment, and long-term decision-making intended to preserve the City's momentum while maintaining flexibility to respond to evolving economic and operational conditions.

The City also recognizes that transformational investment requires long-term operational planning. As new infrastructure, facilities, parks, mobility improvements, and redevelopment projects continue coming online, Oakland Park must continue planning for:

- maintenance obligations;
- staffing impacts;
- operational costs;
- lifecycle replacement needs;
- resiliency requirements;
- and future community expectations.

The City Commission has emphasized throughout planning discussions the importance of ensuring that Oakland Park's future growth remains connected to neighborhood character, accessibility, sustainability, and long-term community identity. The City's ongoing investments in infrastructure, redevelopment, mobility, public spaces, resiliency, and operational modernization continue supporting this broader vision for Oakland Park's future.

Oakland Park continues positioning itself as a resilient, connected, and forward-looking community through strategic redevelopment, infrastructure modernization, environmental stewardship, and investment in the people, places, and public services that define the City's identity and future.

In recent years, Oakland Park has enjoyed the favorable tailwinds of an expanding national and regional economy. Under the Commission's leadership, those years were well-planned and well-managed, with budgets funding major projects and initiatives implemented to address quality-of-life issues, improve infrastructure, enhance services, and attract redevelopment.

The tangible results of these efforts are visible throughout the community - from City Park and the Harlem McBride Community Garden, to the Middle River Promenade at Blys, the Oak Tree Greenway, new organic markets, the Sky Building, and other redevelopment activity. These investments help show that Oakland Park remains on the move, both figuratively and literally, as the City continues Building Our Second Century.

Closing

The FY 2027 budget reflects the collective efforts of the City Commission, City staff, residents, businesses, and community stakeholders working together to support Oakland Park's continued progress and long-term vision.

I would like to thank City Department heads for their leadership and guidance throughout the budget development process, as well as the City's rank and file employees whose continued dedication and professionalism support the delivery of essential services to the community each day.

I also wish to thank Oakland Park residents, businesses, and community partners for their continued engagement, support, and investment in the future of our City.

Together, we will continue Building Our Second Century through thoughtful planning, strategic investment, operational excellence, and responsible stewardship of public resources.

Proposed Budget Calendar

The progression through adoption of the FY 2027 budget involves a series of Regular and Special City Commission meetings. Each of these meetings allows for additional opportunity to clarify the recommendation and receive Commission and citizen input. Below are the critical dates that are currently scheduled:

- July 8, 2026 — Distribution of the FY 2027 Recommended Budget;
- July 15, 2026 — City Manager's Budget Presentation to Commission; Set time, date and place of the first Public Hearings for the Tentative Millage Rates and Budget and the Final Assessment Rates for Fire, Stormwater and Residential Solid Waste; Adopt Preliminary Millage Rates, Fire, Stormwater & Residential Solid Waste Assessments for TRIM Notice;
- September 9, 2026 — Public Hearing: Adopt Tentative Millage Rates & Tentative Annual Budget; tentative adoption of CRA budget;
- September 14, 2026 — Public Hearing: Adopt Final Fire, Stormwater & Residential Solid Waste Assessments (Held at 6:00pm);
- September 23, 2026 — Public Hearing: Adopt Final Millage Rates, Final Budget, Fiscal Policies, Compensation Plan, and CIP; final adoption of CRA budget.

cc: D.J. Doody, City Attorney
Sierra Marrero, Assistant City Manager
Renee Shrout, City Clerk
Rhea Rivera, Financial Services Director

Recommended Budget - Fiscal Year 2027
Summary of All Funds by Division

	FY 2026 Amended Budget	FY 2026 Forecast	FY 2027 Recommended Budget
Funding			
General Fund	$ 88,271,482	$ 88,271,482	$ 97,398,055
Community Redevelopment Agency Fund	1,066,400	1,066,400	969,929
Other Special Revenue Funds	659,725	558,930	1,008,381
Debt Service Funds	5,789,616	5,789,480	6,816,189
CIP Funds	37,565,297	37,565,297	24,846,701
Water and Sewer Fund	32,357,160	32,357,160	31,223,659
Solid Waste Fund	11,800,250	11,800,250	11,570,403
Stormwater Fund	22,950,265	22,950,265	6,798,184
Total Funding	**200,460,195**	**200,359,264**	**180,631,501**
Expenditures			
GF - City Commission	606,453	510,474	655,066
GF - City Manager	2,114,047	1,979,222	2,135,247
GF - City Clerk	919,957	652,254	933,614
GF - Human Resources	1,076,314	1,033,449	1,306,786
GF - Risk Management	1,967,948	1,950,616	2,010,159
GF - Legal	739,500	606,000	790,000
GF - Financial Services	1,932,651	1,861,289	1,964,713
GF - Information Technology Services	1,732,788	1,811,145	1,810,157
GF - Police	22,524,391	22,321,897	24,799,183
GF - Fire-Rescue	19,286,788	19,046,552	26,264,595
GF - Parks and Recreation	5,371,039	5,283,303	5,090,382
GF - Library and Cultural Services	1,129,117	1,034,609	1,200,804
GF - ECD: Planning & Zoning	2,033,591	1,678,683	1,542,735
GF - ECD: Engineering and Construction Management	2,292,320	1,865,030	2,279,925
GF - BCS: Building & Permitting	4,757,645	4,430,783	4,400,102
GF - BCS: Community Enhancement (Code)	1,742,667	1,700,007	1,771,500
GF - Public Works-Administration	226,194	254,685	262,741
GF - Public Works-Parks Maintenance	3,311,196	3,244,967	3,408,335
GF - Public Works-Streets	4,310,124	3,395,984	3,046,872
GF - Public Works-Building Maintenance	2,320,429	2,354,339	2,324,061
GF - Public Works-Fleet Maintenance	2,503,440	2,457,142	2,594,708
GF - Non-Departmental	5,372,883	4,709,854	6,806,370
Total General Fund Expenditures	**88,271,482**	**84,182,282**	**97,398,055**
Departmental Only	**82,898,599**	**79,472,428**	**90,591,685**
SR - Community Development Agency Fund	1,066,400	926,200	969,929
SR - Other Special Revenue Funds	659,725	588,231	1,008,381
Debt Service Fund	5,789,616	5,789,616	6,816,189
GF CIP Fund	37,565,297	37,565,297	24,846,701
Water and Sewer Fund	32,357,160	31,503,284	31,223,659
Solid Waste Fund	11,800,250	11,623,375	11,570,403
Stormwater Fund	22,950,265	21,986,703	6,798,184
Total Expenditures	**$ 200,460,195**	**$ 194,164,989**	**$ 180,631,501**

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 2

MEETING DATE: 9/9/2026

PREPARED BY: Diego Penaloza, Senior Planner
DEPARTMENT HEAD APPROVAL: ECD - Planning

Rick Buckeye,
AICP
Planning Supervisor

Brad J. Ostroff
Interim Director of
Building Engineering
and Community
Development

SUBJECT:

Case #CD26-09CU | 3600 NE 5 Avenue | Conditional Use for Outdoor Storage

A request for a Conditional Use approval to allow a 17,261 sq. ft. Outdoor Storage Yard as an ancillary use to an existing 2-story 10,434 sq. ft. flex warehouse office building on property located at 3600 Northeast 5 Avenue and identified with parcel identification number 4942-22-00-0630.

1. BACKGROUND/HISTORY

Issue Statement:

The owner/applicant, 36th & Fifth Corporation, is requesting a Conditional Use approval to allow a 17,261 sq. ft. Outdoor Storage Yard, as an ancillary use to an existing 2-story 10,434 sq. ft. flex warehouse office building. The business is a landscape service company that will use the storage yard to stow, load and unload landscape installation materials. The request is accompanied with a required site development plan that was reviewed by the city's Development Review Committee (DRC) on July 9, 2026.

Recommended Action:

Staff recommends that the City Commission conduct a Quasi-Judicial Public Hearing to consider the Conditional Use application to allow a 17,261-square-foot outdoor storage yard as an ancillary use to the existing two-story, 10,434-square-foot flex warehouse/office building at 3600 NE 5 Avenue.

Current Approval Status:

Neighborhood Participation Meeting: A Neighborhood Participation Meeting was conducted on June 1, 2026, as required by Section 24-163(E).

Development Review Committee:
The Development Review Committee reviewed the site development plan on July 9, 2026, and approved the resubmitted plan on August 10, 2026.

Planning & Zoning Board: The Planning & Zoning Board reviewed the conditional use application on August 10, 2026, and recommended approval (3-0) for final consideration by the City Commission.

Property Information:

Address: 3600 NE 5 Avenue
Folio(s): 4942-22-00-0630
Lot Area: 58,026 sq. ft. (1.33 net acres)
Existing Use: Distribution & Delivery Warehouse
Zoning District: I-1, Light Industrial District
Future Land Use: Industrial (I)

Surrounding Zoning Districts:

North: PU, Public Utility Zoning District
East: CF, Community Facilities Zoning District
South: I-1, Light Industrial Zoning District
West: I-1, Light Industrial Zoning District & NUPD, Planned Residential Zoning District

2. CURRENT ACTIVITY

Proposed Development:
The applicant, 36th & Fifth Corporation, requests Conditional Use approval to allow a 17,261 sq. ft. Outdoor Storage Yard, as an ancillary activity to an existing two-story 10,434 sq. ft. flex warehouse office building located at 3600 Northeast 5 Avenue. The business, a landscape service company will use the storage yard to stow, load and unload landscape installation materials.

The proposal includes the review and approval of a site development plan to designate a defined outdoor storage area, provide 19 regular parking spaces and one (1) ADA parking space for a total of 20 parking spaces, and install required landscape buffers. The site will maintain a minimum of twenty percent pervious landscaped area and will include a ten (10) foot Right-of-Way Landscape Buffer along the Northeast 5 Avenue right-of-way, and Northeast 36 Street, a five (5) foot Landscape Buffer yard along the north and east property lines, satisfying the required buffer yard pursuant to Article VIII and Section 3 (C)(2) of the 2022 Landscape and Streetscape Design Standards. The existing six-foot concrete buffer wall surrounding the proposed outdoor storage area was

previously approved as a storage-area buffer wall and will remain.

Findings:
The associated site development plan was reviewed through the City's Development Review Committee process for compliance with applicable technical requirements. The applicant submitted a Letter of Intent and Conditional Use Justification Narrative addressing the applicable Conditional Use review criteria.

Pursuant to Section 24-165(C) of the Land Development Code, the City Commission may approve a Conditional Use upon finding that the proposed use meets the following criteria:

(1) The proposed use is essential to the proper functioning of a utility system or is specifically listed as a permitted conditional use in the district in which it is to be located.
(2) The use is deemed desirable for the public convenience or welfare, and the use is in harmony with the purpose and intent of this chapter and will not be detrimental or injurious to the surrounding area.
(3) When granting approval for conditional use, the board may attach conditions and safeguards, in addition to those prescribed in the district regulations, as they determine are necessary for the protection of the surrounding area and to preserve the spirit and intent of the ordinance.
(4) The application must also meet all of the following criteria, where appropriate:
a. Conformance with comprehensive plan.
b. Harmony with adjacent uses (existing or zoned).
c. Facility levels of service maintained.
d. Use not hazardous to nearby housing, particularly traffic; see (B) above.
e. The architectural and site design are compatible with the character of the surrounding area.

The application materials and supporting site development plan are provided for the City Commission's consideration in determining whether the applicable Conditional Use criteria have been satisfied.

Comprehensive Plan Consistency:
The subject property is designated Industrial on the City's Future Land Use Map. The Comprehensive Plan defines Industrial Uses to include activities associated with manufacturing, assembly, processing, or storage of products. The proposed outdoor storage use is consistent with the Industrial Future Land Use designation.

3. FINANCIAL IMPACT

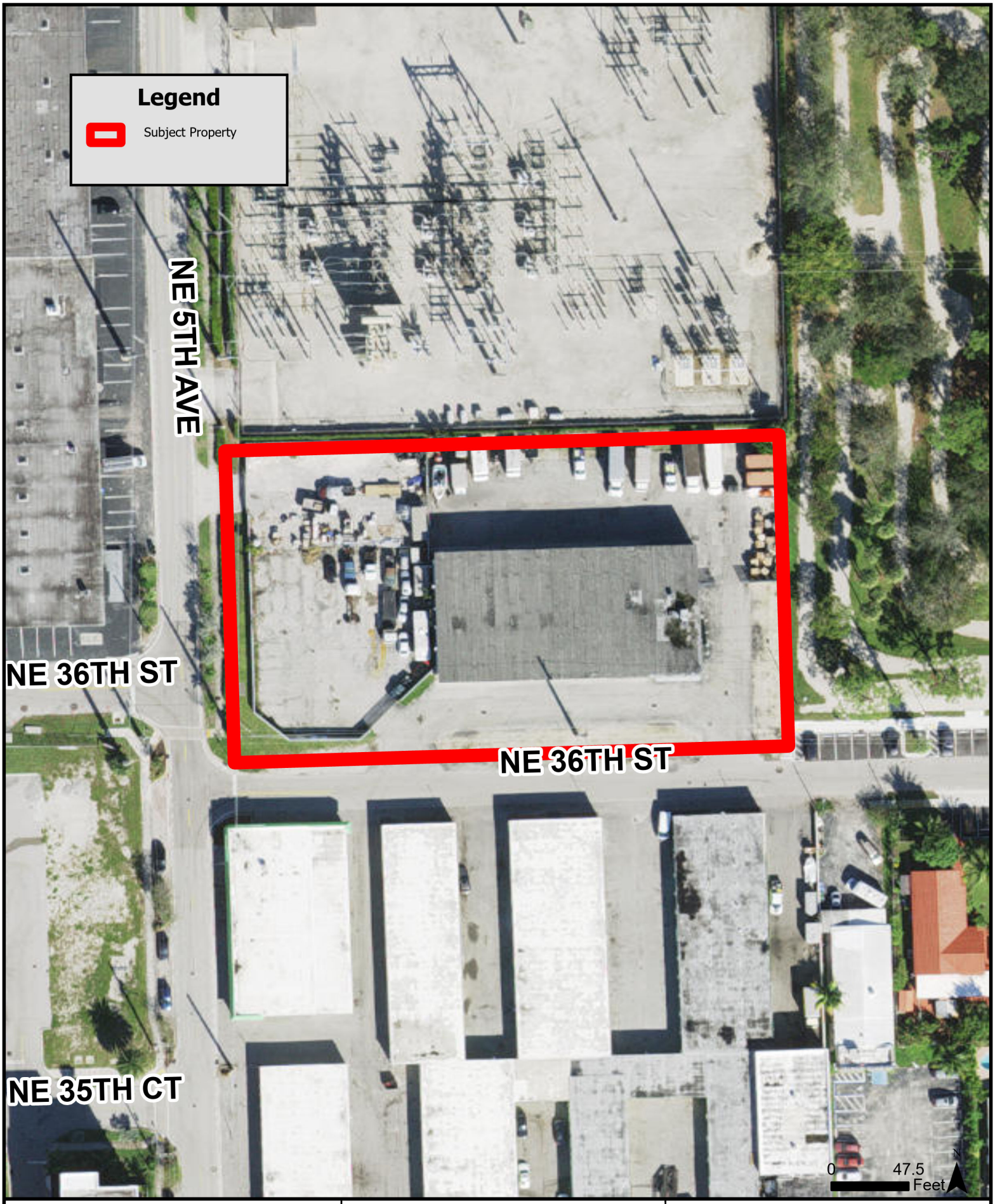
Not Applicable.

4. RECOMMENDATION

Staff recommends that the City Commission conduct a Quasi-Judicial Public Hearing to consider the Conditional Use application to allow a 17,261-square-foot outdoor storage yard as an ancillary use to the existing two-story, 10,434-square-foot flex warehouse/office building at 3600 NE 5 Avenue.

ATTACHMENTS:

Location Map
Future Land Use Map
Zoning Map
Site Survey
Civil Plans Set
Floor Plan
Conditional Use Justification Narrative
Letter of Intent
Final Site Plan
Landscape Plans

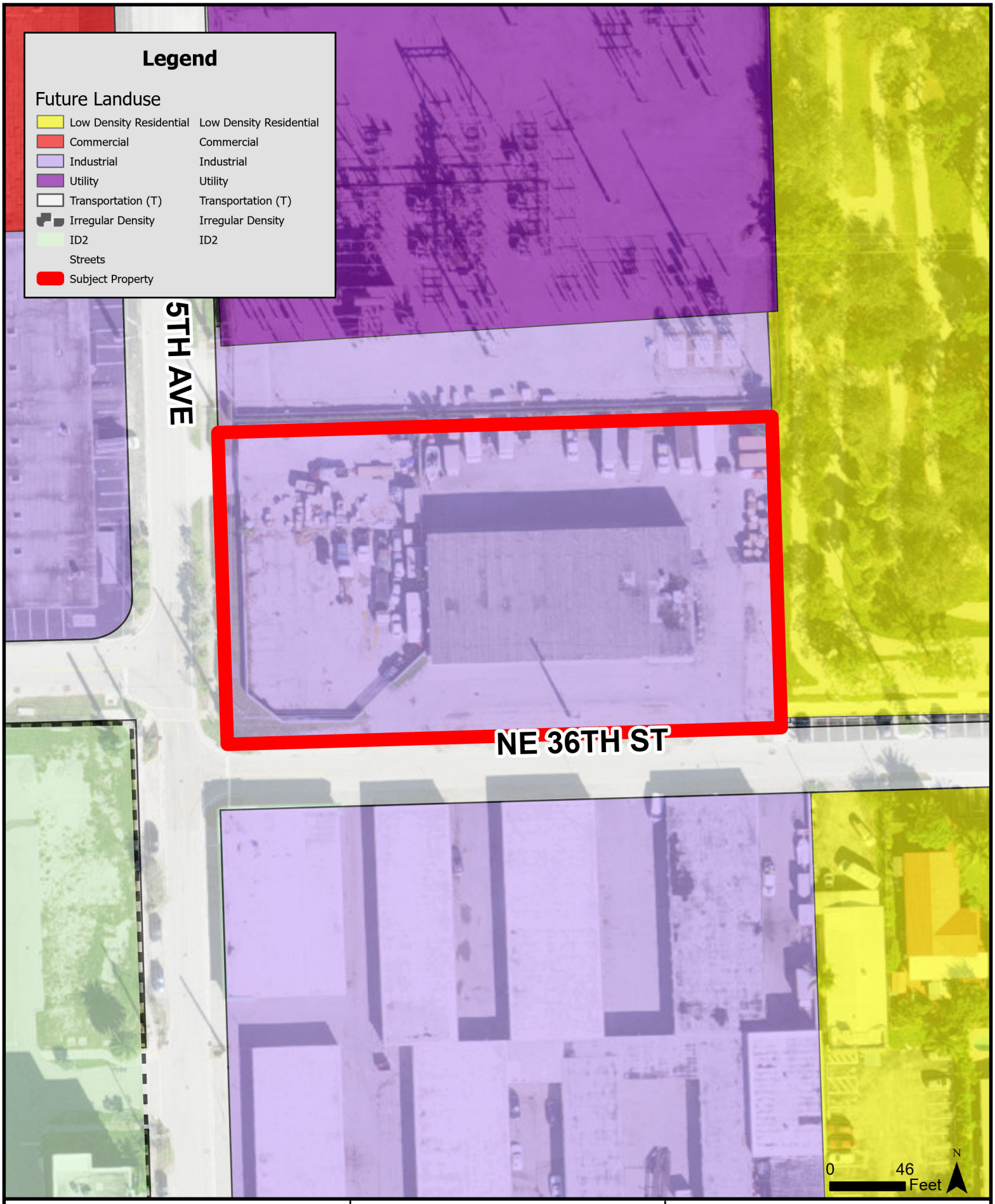


Planning & Zoning Division
1100 Park Lane East
Oakland Park, FL 33334

Attachment 1

City of Oakland Park
City Commission Meeting
September 09, 2026

Location Map
Application No. 000204-2026-APP, CD26-08Z and CD26-09CU, 3600 NE 5 Avenue Outdoor Storage



Planning & Zoning Division
1100 Park Lane East
Oakland Park, FL 33334

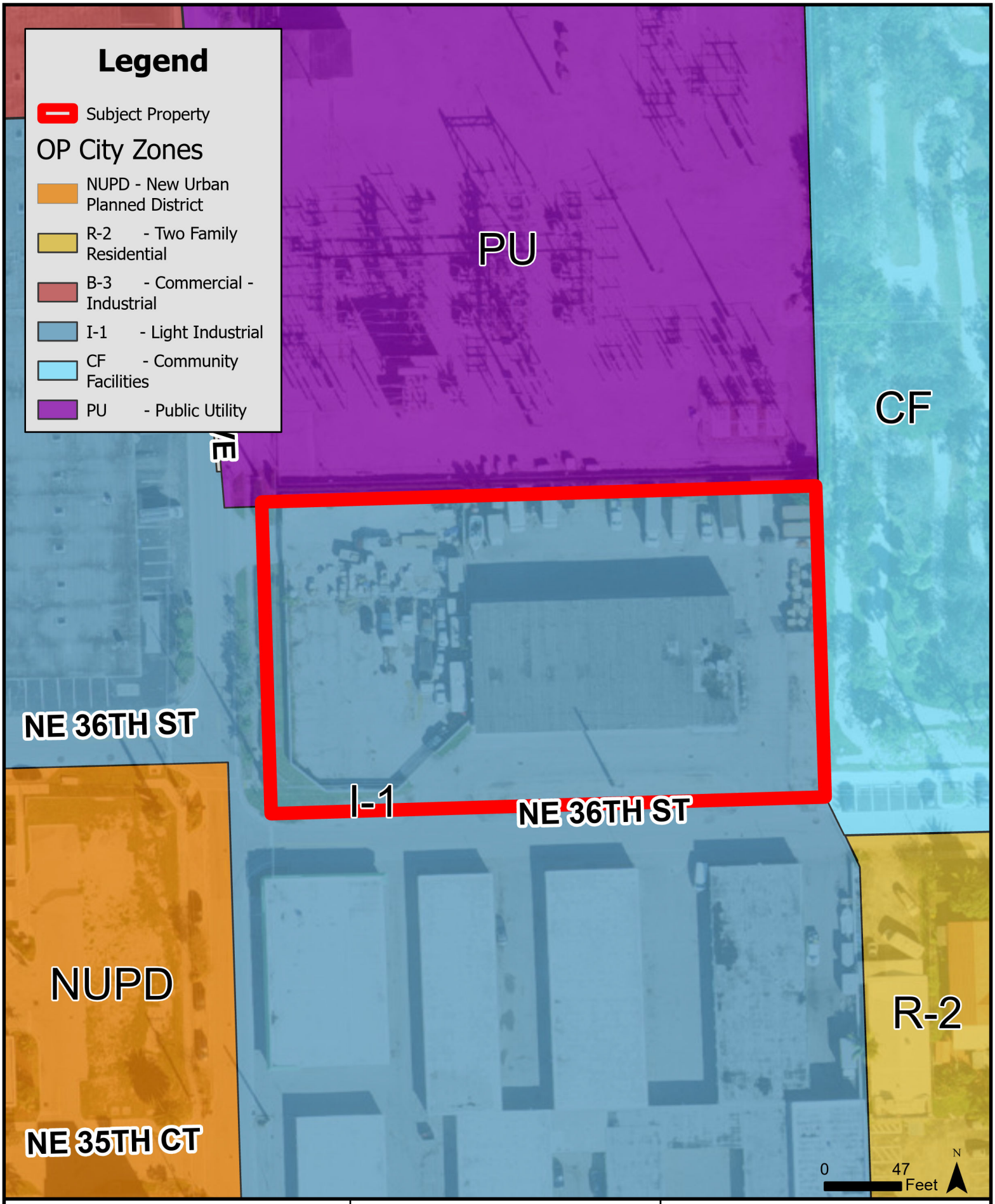
Attachment 2

City of Oakland Park

City Commission Meeting
September 09, 2026

Future Land Use Map

Application No. 000204-2026-APP,
CD26-08Z and CD26-09CU, 3600
NE 5 Avenue Outdoor Storage



Planning & Zoning Division
1100 Park Lane East
Oakland Park, FL 33334

Attachment 3

City of Oakland Park
City Commission Meeting
September 09, 2026

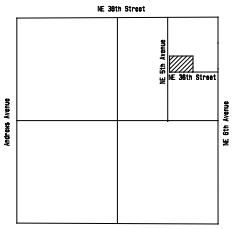
Zoning Map
Application No. 000204-2026-APP, CD26-08Z and CD26-09CU, 3600 NE 5 Avenue Outdoor Storage

SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY

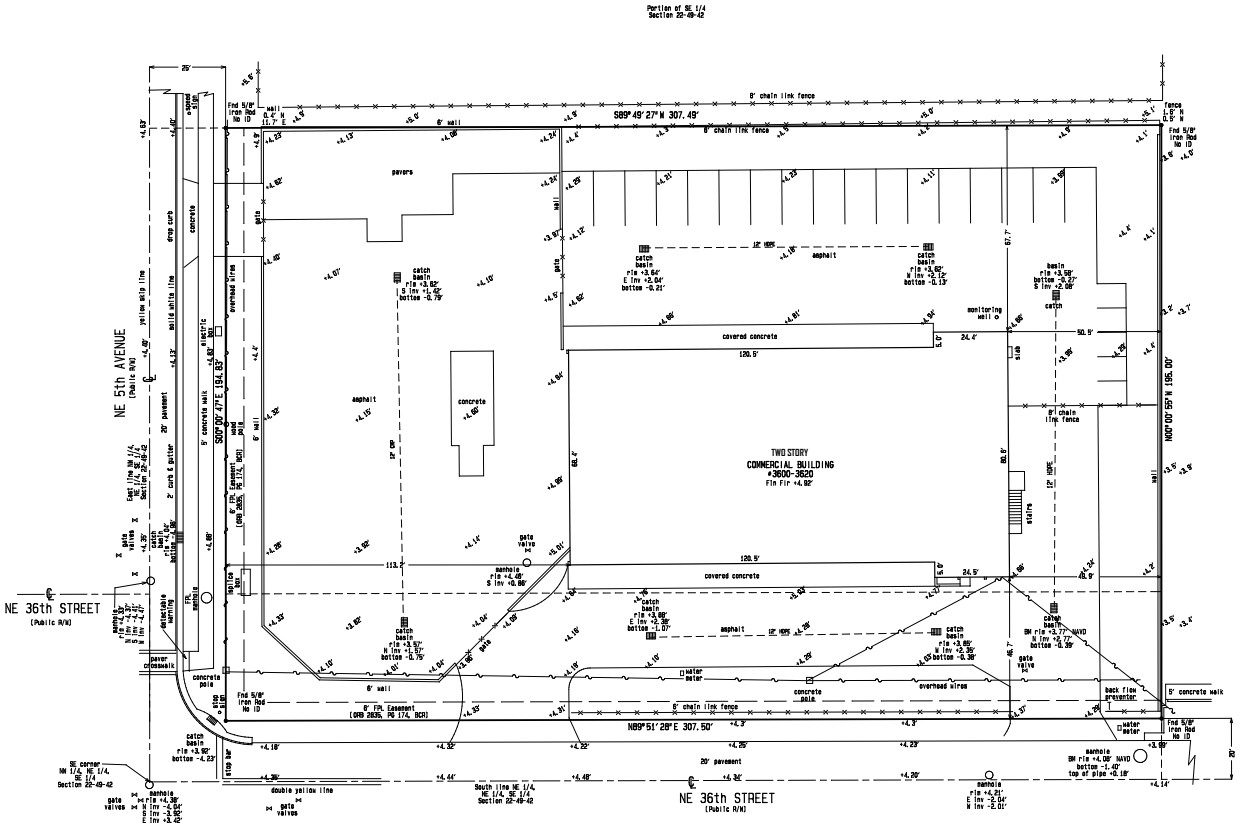
LEGAL DESCRIPTION:

The SW 1/4 of the following described parcel: The South 1/2 of the NE 1/4 of the NE 1/4 of the SE 1/4 LESS the E 21 feet for County Road and LESS the W 25 feet of County Road; together with a portion of land in the SE 1/4 of the NE 1/4 of the SE 1/4 of NE 36th Street, LESS the E 21 feet of County Road and LESS the W 25 feet for County Road; all in Section 22, Township 49 South, Range 42 East, Broward County, Florida.

Property address:
3600-3620 NE 5th Avenue
Oakland Park, FL



Location Sketch
(not to scale)



NOTE: Invert elevations of catch basins are approximate.

GRAPHIC SCALE
1" = 20'
0' 20' 40' 60'

Flood Zone: AE
Base Flood Elev: 6'
Community #120052
Map No: 12011C 0361J
Date of map: 7/31/2024

Benchmark:
Broward County benchmark #1256: square cut on Southeast corner of concrete slab to pavilion on Northeast corner of NE 6th Avenue and NE 36th Street; elevation = +5.15' NAVD

THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Mikki Hitt-Ulrich
MIKKI HITT-ULRICH
PROFESSIONAL SURVEYOR AND MAPPER #5853
STATE OF FLORIDA

Date: 2026.08.09 09:14:33 -04'00'

FILENAME: 22-49-42
SCALE: 1" = 20'

NOTES:
1. THIS SURVEY REFLECTS ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN ON THE ABOVE RECORDED PLAT WITH THE ADDITION OF THOSE EASEMENTS AND RIGHTS-OF-WAY DISCLOSED BY TITLE COMMITMENT AND/OR OTHER EASEMENTS OR RIGHTS-OF-WAY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF NE 5th AVENUE, N 00°00'47" E (ASSUMED MERIDIAN)
3. ELEVATION SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988)
4. SUBSURFACE FEATURES NOT LOCATED.
5. OWNERSHIP OF FENCES/WALLS NOT DETERMINED.

REVISIONS	DATE
2603007 Update Survey	3/10/2026
2607006 Topographic Survey	7/15/2026
FOR: 36th & Fifth Corp.	DATE: 10/25/2017 NO. 1710012 F.B. 117-54

DENI LAND SURVEYORS, INC. LB #7281
1991 N.W. 35TH AVENUE, COCONUT CREEK, FL 33066 (954)973-7966 FAX (954)979-0343
LAND SURVEYS ○ SUBDIVISIONS ○ CONSTRUCTION SURVEYS

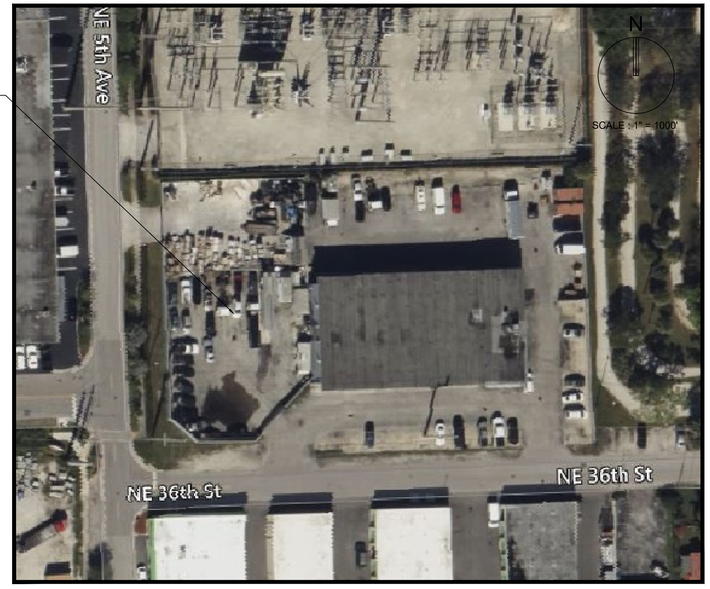
LEGEND:
Δ - CENTRAL ANGLE (DELTA)
A/C - AIR CONDITIONER
BCR - BROWARD COUNTY RECORDS
BM - BENCHMARK
℄ - CENTERLINE
(C) - CALCULATED
(D) - DEED
FND - FOUND
FPL - FLORIDA POWER & LIGHT
H - HANDICAP PARKING SPACE
O/S - OFFSET
P - PLAT
PB - PLAT BOOK
P.C. - POINT OF CURVATURE
PG - PAGE
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
R - RADIUS
R/W - RIGHT-OF-WAY
SF - SQUARE FEET

3600 NE 5TH AVE, OAKLAND PARK

3600 NE 5TH AVE
CITY OF OAKLAND PARK, FL 33334



SITE LOCATION



LOCATION MAP
SECTION 22, TOWNSHIP 49 S, RANGE 42 E
FOLIO #494222000630

INDEX OF SHEETS	
SHEET IDENTIFICATON	SHEET TITLE
GI-000	COVER SHEET
GI-001	LEGEND AND ABBREVIATIONS
GI-002	GENERAL CONSTRUCTION NOTES
GI-003	CONSTRUCTION SPECIFICATIONS
CD-101	DEMOLITION PLAN
CG-101	EROSION CONTROL PLAN
CG-501	EROSION CONTROL DETAILS
SP-101	SITE PLAN
SP-102	SITE PLAN DETAILS
CP-101	PAVING, GRADING, DRAINAGE, AND UTILITY PLAN
CP-501	PAVING, GRADING, AND DRAINAGE DETAILS
CU-501 - CU-502	WATER DETAILS
CM-101	PAVEMENT MARKING AND SIGNAGE PLAN
CM-501	PAVEMENT MARKING AND SIGNAGE DETAILS

LAND DESCRIPTION:

THE SW 1/4 OF THE FOLLOWING DESCRIBED PARCEL: THE SOUTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF THE SE 1/4 LESS THE E 21 FEET FOR COUNTY ROAD AND LESS THE W 25 FEET OF COUNTY ROAD; TOGETHER WITH A PORTION OF LAND IN THE SE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF NE 36TH STREET, LESS THE E 21 FEET OF COUNTY ROAD AND LESS THE W 25 FEET FOR COUNTY ROAD; ALL IN SECTION 22, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

PROPERTY ADDRESS:
3600-3620 NE 5TH AVENUE
OAKLAND PARK, FL

RELATIONSHIP BETWEEN
NGVD 1929 AND NAVD 1988

DATUM	DIFFERENCE	ELEV.
NGVD 1929	+1.57 FEET	7.57'
NAVD 1988		6.00'

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NAVD 1988 DATUM

FEMA FLOOD ZONE:

THE PROPERTY IS LOCATED WITHIN FLOOD ZONE AE WITH A BASE FLOOD ELEVATION OF 6 FEET, AS SHOWN ON F.I.R.M. NUM. 12011C0367J, BEARING A MAP EFFECTIVE DATE OF 07/31/2024.

THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

Sunshine811

PREPARED FOR:
3620 NE 5TH AVE,
OAKLAND PARK, FL 33334

KEITH
301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643
(954) 788-3400
Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
Florida Landscape Architecture Business License: LC26000457

NILES T. WARRICK, P.E.
FLORIDA REG. NO. 94320
(FOR THE FIRM)

PROJECT No. 16098.00 DATE 06/02/2026

Drawing name: H:\16098.00 - 3600 NE 5th Avenue, Oakland Park - SVN Commercial Realty\Engineering\Cadd\16098.00-GI-000.dwg Layout Name: GI-000-GEN Plotted by: cdelancy Plotted on: Aug 10, 2026 - 4:26pm

GENERAL SYMBOLS

SYMBOL	DESCRIPTION
A / CP-301	PROPOSED SECTION MARKER INDICATING THE SECTION LETTER AND THE SHEET ON WHICH THE SECTION VIEW APPEARS.
22 / C-05	DETAIL REFERENCE CALL OUT INDICATING THE DETAIL NUMBER AND THE SHEET ON WHICH THE DETAIL VIEW APPEARS.
1	REVISION TRIANGLE NUMBER
	MISC BREAK LINES
PIC#	PHOTO LOCATION AND CORRESPONDING PICTURE NUMBER.
N: 623025.4322 E: 850262.1786	COORDINATE VALUES SHOWN ON PROPOSED IMPROVEMENTS ARE RELATIVE TO THE COORDINATE VALUES INDICATED ON THE RIGHT-OF-WAY, PROPERTY CORNERS OR REFERENCE MONUMENT

GEN SITE & PMS

SYMBOL	DESCRIPTION
	PAVEMENT MARKING ARROWS
	STOP BAR
	ADA PARKING
	CONCRETE CAR STOP
	BICYCLE
	BICYCLE RACK
	AUTOMOBILE
	POST MOUNTED SIGNS 1,2, DOUBLE POST & 4 WAY
33	PARKING SPACE NUMBER
BL CL PL FL ML	BASELINE, CENTER, PROPERTY, FLOW & MONUMENT LINE
	BUILDING ACCESS (ADA) / (NON-ADA)

PAVING & GRADING

SYMBOL	DESCRIPTION
0.04% 0.04%	FLOW DIRECTIONAL ARROW
6"	ELEVATION CHANGE
5.00 4.50	MAJOR / MINOR CONTOUR ELEVATION
13.56	GRADE ELEVATION
13.56 / 22.00	TOP OF CURB / PAVEMENT ELEVATION
MEG	MATCH EXISTING GRADE
	SLOPE BANK
A-1 24'	DRIVEWAY TURNOUT IDENTIFICATION (FDOT INDEX 522-003) W/ DRIVE WIDTH
CR-?	SIDEWALK CURB RAMP (PER FDOT INDEX 522-002)
	SEAWALL

UTILITY PIPES

SYMBOL	DESCRIPTION
	PIPE FITTINGS: TEE, 90, 45, 22.5, 11.2, CAP,
	CAP W/FVO, REDUCER, VERTICAL, PLUG
	VALVES: GATE, BUTTERFLY, DOUBLE BTRFLY, BFP, DDCV, VACUUM BREAKER
MBO ABO ARV	MAN/AUTO BLOWOFF, ARV, PIV, FLUSH VLV, CORP STOP
SP# HYD FDC WW	SAMPLE PNT, HYDRANT, FDC, WATER WELL
	TAPPING SADDLE
	EXFILTRATION TRENCH
W	PIPE CASING
V	VENT PIPE BOX
C-X 22	UTILITY CROSSING

HATCH PATTERNS

SYM	DESCRIPTION	SYM	DESCRIPTION
	CONCRETE AREA		BRICK PAVERS
	JOGGING PATH		SOIL TRACKING PREVENTION DEVICE
	PAVEMENT AREA		SAND (DETAIL / ELEVATION)
	BUILDING HATCH		EARTH (DETAIL / ELEVATION)
	MILLING AND RESURFACING		GRAVEL (DETAIL / ELEVATION)
	DETECTABLE WARNING PER FLORIDA CODE		GRASS AREA
	DEMOLITION AREA		ADA STRIPING

UTILITY STRUCTURES

SYMBOL	DESCRIPTION
CB	FDOT C,D,E,F,G & FABRIC CATCH BASIN
CB D S	NON-FDOT ROUND CB'S & MANHOLES, MDC STRUCTURE
	FDOT CURB INLETS TYPE1-TYPE10
	TRENCH DRAIN
	PIPE CULVERT - MITERED END SECTION
	STRAIGHT ENDWALL
PS#	PUMP STATION LOCATION AND NUMBER
	GREASE TRAP SINGLE AND DOUBLE
	SEPTIC TANK
	SEPTIC DRAIN FIELD
	DRAINAGE WELL, DRAIN C.B., CONTROL STRUCTURE
MW	MONITORING WELL
WELL	WATER WELL
M	METER BOX WATER AND IRRIGATION
YD DD DD	YARD DRAIN / 9" DECK DRAIN ROUND & SQUARE
CO CO	CLEAN OUT 6", 4" & BOX
22	STORM STRUCTURE TABLE REFERENCE NUMBER
22	SEWER STRUCTURE TABLE REFERENCE NUMBER

XX — CONST. 4' Ø MH
RIM EL. = 10.00
N INV. EL. = 4.00 - XX" DIP
E INV. EL. = 4.00 - XX" DIP
S INV. EL. = 4.00 - XX" DIP
W INV. EL. = 4.00 - XX" DIP

SEWER STRUCTURE CALLOUT (SHOWN AS A CIRCLE CIRCUMSCRIBING THE STRUCTURE NUMBER.)

XX — CONST. 4' Ø CB
RIM EL. = 10.50
(N) INV. EL. = 4.50 - XX" HDPE
(E) INV. EL. = 4.50 - XX" HDPE
(S) INV. EL. = 4.50 - XX" HDPE
(W) INV. EL. = 4.50 - XX" HDPE

STORM STRUCTURE CALLOUT (SHOWN AS A HEXAGON CIRCUMSCRIBING THE STRUCTURE NUMBER.)

INDICATES STRUCTURE NUMBER, STATION & OFFSET, STRUCTURE SIZE & TYPE, RIM/GRATE ELEVATION, PIPE INVERT ELEVATIONS & DIRECTION, PIPE SIZE & MATERIAL AS WELL AS ANY SPECIAL NOTES.

LINE TYPES

PROPOSED UTILITIES

W	WATER LINE
SAN	SANITARY SEWER
FM	FORCE MAIN
LFM	LOW PRESSURE FM
	STORM DRAIN
PSD	PRESSURE STORM
IRR	IRRIGATION
RAW	RAW WATER
RCW	RECLAIMED WATER
G	GAS LINE

TOPO

	BREAKLINE
	MAJOR CONTOUR
	MINOR CONTOUR
	TOP OF BANK
	TOE OF SLOPE
	EDGE OF WATER
CLS CLS	CENTERLINE OF SWALE

PAVEMENT MARKING

	STRIPE SKIP 2-4
	STRIPE SKIP 3-9
	STRIPE SKIP 6-10
	STRIPE SKIP 10-30
	STRIPE SKIP 10-10-20
	STRIPE SKIP 2-2-2

GENERAL SITE

	DEMOLITION
	TURBIDITY BARRIER
	PARKING STRIPING (SINGLE)
	FIRE TRUCK PATH
	SIGHT TRIANGLE
	BUILDING FOOTPRINT
	VEHICLE OVERHANG
O	CONSTRUCTION LIMITS
SF SF	SILT FENCE
SSF	SUPER SILT FENCE
X X	CHAIN LINK FENCE
○ ○	HANDRAIL
	PARKING STRIPING (DOUBLE)

PROPOSED ENCUMBRANCES

	PROPERTY LINE
	ROW LINE
	BUILDING SETBACK LINE
	BUFFER LINE
	EASEMENT LINE

DESCRIPTION	ABBREVIATION
AADT	ANNUAL AVERAGE DAILY TRAFFIC
ABAN	ABANDON
ADJ	ADJUST
APPROX.	APPROXIMATE
A.C.	ASPHALT CONCRETE
ACCM PIPE	ASPHALT COATED CORRUGATED METAL
BIT.	BITUMINOUS
BC	BACK OF CURB
BD.	BOUND
BL	BASELINE
BLDG	BUILDING
BM	BENCHMARK
BO	BY OTHERS
BOS	BOTTOM OF SLOPE
BR.	BRIDGE
CAP	CORRUGATED ALUMINUM PIPE
CB	CATCH BASIN
CBCI	CATCH BASIN WITH CURB INLET
CC	CEMENT CONCRETE
CCM	CEMENT CONCRETE MASONRY
CEM	CEMENT
CI	CURB INLET
CIP	CAST IRON PIPE
CLF	CHAIN LINK FENCE
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CO.	COUNTY
CONC	CONCRETE
CONT	CONTINUOUS
CONST	CONSTRUCTION
CR GR	CROWN GRADE
DDCV	DOUBLE DETECTOR CHECK VALVE
DDCVA	DOUBLE DETECTOR CHECK VALVE ASSEMBLY
DHV	DESIGN HOURLY VOLUME
DI	DROP INLET
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DWY	DRIVEWAY
ELEV (OR EL.)	ELEVATION
EMB	EMBANKMENT
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
EXIST (OR EX)	EXISTING
EXC	EXCAVATION
F&C	FRAME AND COVER
F&G	FRAME AND GRATE
FDC	FIRE DEPARTMENT CONNECTION
FDN.	FOUNDATION
FH	FIRE HYDRANT
FLDSTN	FIELDSTONE
GAR	GARAGE
GD	GROUND
GI	GUTTER INLET
GIP	GALVANIZED IRON PIPE
GRAN	GRANITE
GRAV	GRAVEL
GRD	GUARD
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE
HDW	HEADWALL
HMA	HOT MIX ASPHALT
HOR	HORIZONTAL
HYD	HYDRANT
INV	INVERT
JCT	JUNCTION
L	LENGTH OF CURVE
LB	LEACH BASIN
LP	LIGHT POLE
LT	LEFT
MAX	MAXIMUM
MB	MAILBOX
MEG	MATCH EXISTING GRADE
MH	MANHOLE
MIN	MINIMUM
NIC	NOT IN CONTRACT

DESCRIPTION	ABBREVIATION
NO.	NO. NUMBER
O/S or OFF	O/S or OFF OFFSET
PB	PB PLAT BOOK
PC	PC POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
P.G.L.	PROFILE GRADE LINE
PI	POINT OF INTERSECTION
PIV	POST INDICATOR VALVE
POC	POINT ON CURVE
POT	POINT ON TANGENT
PRC	POINT OF REVERSE CURVATURE
PROJ	PROJECT
PROP	PROPOSED
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
PVMT	PAVEMENT
PWW	PAVED WATER WAY
R	RADIUS OF CURVATURE
R&D	REMOVE AND DISPOSE
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
RDWY	ROADWAY
REM	REMOVE
RET	RETAIN
RET WALL	RETAINING WALL
ROW	RIGHT OF WAY
RR	RAILROAD
R&R	REMOVE AND RESET
RSGV	RESILIENT SEAT GATE VALVE
RT	RIGHT
R/W	RIGHT OF WAY
SHLD	SHOULDER
SMH	SEWER MANHOLE
ST	STREET
STA	STATION
SSD	STOPPING SIGHT DISTANCE
SW	SIDEWALK
T	TANGENT DISTANCE OF CURVE/TRUCK %
TAN	TANGENT
TEMP	TEMPORARY
TC	TOP OF CURB
TOB	TOP OF BANK
TOS	TOP OF SLOPE
TSV	TAPPING SLEEVE AND VALVE
TYP	TYPICAL
UP	UTILITY POLE
VAR	VARIES
VERT	VERTICAL
VC	VERTICAL CURVE
WCR	WHEEL CHAIR RAMP
WIP	WROUGHT IRON PIPE
WM	WATER METER/WATER MAIN
X-SECT	CROSS SECTION

LINE WEIGHTS

EXISTING	SHADED LINES & TEXT DENOTE EXISTING EQUIPMENT AND STRUCTURES.
FUTURE	NON-SHADED DASHED LINES & TEXT DENOTE FUTURE EQUIPMENT, STRUCTURES AND WORK.
PROPOSED / CONSTRUCT	NON-SHADED, BOLD, SOLID LINES & TEXT DENOTE PROPOSED EQUIPMENT, STRUCTURES AND WORK.

NOTE: THIS IS A STANDARD LEGEND SHEET. NOT ALL ITEMS ARE PERTINENT TO THIS SET OF DRAWINGS

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REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN NOT FOR CONSTRUCTION
THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS.

RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.

ISSUE DATE:	06/02/2026
DESIGNED BY:	JC
DRAWN BY:	JC
CHECKED BY:	JA / NW
BID-CONTRACT:	

NILES T. WARRICK, P.E.
FLORIDA REG. NO. 94320
(FOR THE FIRM)

CLIENT

36TH AND FIFTH CORP

PROJECT

3600 NE 5TH AVENUE OAKLAND PARK, FL

SHEET TITLE

LEGEND AND ABBREVIATIONS

SHEET NUMBER	GI-001
PROJECT NUMBER	16098.00

Plotted by: cdolanoy On 8/10/2026 4:26 PM

Drawing name: H:\16098.00 - 3600 NE 5th Avenue, Oakland Park - SVN Commercial Realty\Engineering\Cadd\16098.00-GI-000.dwg

STATUS: PRELIMINARY

GENERAL NOTES

THIS CONSTRUCTION PROJECT MAY OR MAY NOT INCLUDE ALL ITEMS COVERED BY THESE NOTES AND SPECIFICATIONS, I.E. PAVING, GRADING, DRAINAGE LINES, WATER LINES, OR SANITARY SEWER LINES. SEE PLANS FOR DETAILED PROJECT SCOPE. NOTES AND SPECIFICATIONS ON THIS SHEET REFER TO PAVING, GRADING, DRAINAGE, WATER, AND SANITARY SEWER, AND ARE INTENDED FOR THIS PROJECTS SCOPE OF WORK AND FOR REFERENCE PURPOSES FOR OTHER WORK ITEMS THAT MAY BE REQUIRED DUE TO UNFORESEEN EXISTING CONDITIONS OR REQUIRED REMEDIAL WORK.

1. SPECIFIC SITE NOTES

1.1. COUNTY AND "CITY" IN THESE NOTES REFERS TO COUNTY AND CITY IN WHICH PROJECT RESIDES.

1.2. STATE IN THESE NOTES REFERS TO THE STATE OF FLORIDA.

1.3. EXISTING TOPOGRAPHIC INFORMATION IN THE PLANS IS BASED ON SURVEY DATA AND BEST AVAILABLE INFORMATION. SEE PROJECT SURVEY AND NOTES ON PLAN SHEETS REGARDING THE SOURCE OF THE TOPOGRAPHIC INFORMATION.

2. APPLICABLE CODES

2.1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE CITY, COUNTY, AND ALL OTHER JURISDICTIONAL, STATE AND NATIONAL CODES WHERE APPLICABLE.

2.2. IN THE EVENT OF A CONFLICT BETWEEN THE GENERAL NOTES AND CONSTRUCTION SPECIFICATIONS IN THESE PLANS, AND THE CONTRACT DOCUMENTS AND SPECIFICATIONS IN THE SPECIFICATION BOOKLET, THE CONTRACTOR SHALL SUBMIT WRITTEN REQUEST FOR CLARIFICATION.

2.3. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND JURISDICTIONAL SAFETY AND HEALTH REGULATIONS.

2.4. THE CONTRACTOR SHALL BE REQUIRED TO COMPLY WITH FEDERAL, STATE, COUNTY, AND CITY LAWS, CODES, AND REGULATIONS.

2.5. ALL HANDICAP ACCESSIBLE AREAS TO CONFORM TO THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA), STATE ADA CODES, AND FLORIDA BUILDING CODE ADA CODES LATEST EDITION.

2.6. TRENCH SAFETY ACT

2.6.1. ALL TRENCH EXCAVATION SHALL BE PERFORMED IN ACCORDANCE WITH CHAPTER 90-96 OF THE LAWS OF FLORIDA (THE TRENCH SAFETY ACT).

2.6.2. ALL TRENCH EXCAVATION IN EXCESS OF 5 FEET IN DEPTH SHALL BE UNDERTAKEN IN ACCORDANCE WITH O.S.H.A. STANDARD 29 CFR. SECTION 1926.650 SUBPART P.

2.6.3. THE CONTRACTOR SHALL SUBMIT WITH HIS CONTRACT A COMPLETED, SIGNED, AND NOTARIZED COPY OF THE TRENCH SAFETY ACT COMPLIANCE STATEMENT. THE CONTRACTOR SHALL ALSO SUBMIT A SEPARATE COST ITEM IDENTIFYING THE COST OF COMPLIANCE WITH THE APPLICABLE TRENCH SAFETY CODES.

2.6.4. A TRENCH SAFETY SYSTEM, IF REQUIRED, SHALL BE DESIGNED BY THE EXCAVATION CONTRACTOR UTILIZING A SPECIALTY ENGINEER AS REQUIRED.

3. CONSTRUCTION NOTES:

3.1. CONTRACTOR SHALL TIE TO EXISTING GRADE BY EVENLY SLOPING FROM CLOSEST PROPOSED GRADE PROVIDED TO EXISTING GRADE AT LIMITS OF CONSTRUCTION, UNLESS OTHERWISE NOTED ON THE PLANS. IF NO LIMIT OF WORK LINE IS INDICATED, SLOPE TO ADJACENT PROPERTY LINE OR RIGHT-OF-WAY LINE, AS APPLICABLE.

3.2. UNLESS OTHERWISE INDICATED ON THE PLANS, ALL EXISTING MANHOLES, CATCH BASINS, METERS AND OTHER STRUCTURES, WHETHER INDICATED ON THE PLANS OR NOT SHALL BE ADJUSTED TO MATCH THE NEW GRADE, BY THE CONTRACTOR.

3.3. THE CURB SHALL BE SLOPED TO ACCOMMODATE THE NEW PAVEMENT, CATCH BASIN AND GRATE, AND THE SURFACE FLOW PATTERN.

3.4. THE CONTRACTOR SHALL USE CARE WHEN CUTTING THE EXISTING ASPHALT PAVEMENT AND DURING EXCAVATIONS, SO THAT THE EXISTING CATCH BASINS AND GRATES THAT ARE TO REMAIN WILL NOT BE DAMAGED.

3.5. THE CONTRACTOR SHALL MAINTAIN THE ROADWAY SLOPE WHEN RESURFACING THE ROADWAY. THE EDGE OF PAVEMENT SHALL MATCH THE NEW GUTTER LIP PER FDOT INDEX 520-001.

3.6. THE NEW SIDEWALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE GIVEN ELEVATIONS AND AT THE PROPER SLOPES DEPICTED IN THE SPECIFICATIONS, DETAILS AND STANDARDS. EXISTING DRIVEWAYS AND OTHER FEATURES SHALL BE MATCHED WHEN POSSIBLE AS DIRECTED BY THE ENGINEER.

3.7. RADII SHOWN ARE TO THE EDGE OF PAVEMENT.

3.8. ALL BENCH MARK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED AND REFERENCED BY THE CONTRACTOR IN THE SAME WAY AS PUBLIC LAND CORNERS.

3.9. ALL EXCESS MATERIAL IS TO BE DISPOSED BY THE CONTRACTOR WITHIN 72 HOURS.

3.10. IN AREAS WHERE THE BASE IS EXPOSED BY THE MILLING OPERATION, THE CONTRACTOR SHALL RESTORE THE BASE TO ITS ORIGINAL THICKNESS AND STRUCTURAL CAPACITY BEFORE PAVING OVER SUCH AREAS. THIS INCLUDES BUT IS NOT LIMITED TO RESTORING ORIGINAL DEGREE OF COMPACTION, MOISTURE CONTENT, COMPOSITION, STABILITY, AND INTENDED SLOPE. IF PAVING WILL NOT TAKE PLACE THE SAME DAY THE BASE IS EXPOSED AND REWORKED, THE BASE SHALL BE SEALED ACCORDING TO THE GOVERNING STANDARDS AND SPECIFICATIONS. ANY ADDITIONAL WORK RESULTING FROM THE CONTRACTOR'S FAILURE TO PROTECT THE EXPOSED BASE AS STATED ABOVE IN ORDER TO RESTORE THE ORIGINAL STRUCTURAL CAPACITY SHALL BE THE CONTRACTOR'S COST.

3.11. THE CONTRACTOR IS TO MAINTAIN EXISTING SIGNAGE DURING CONSTRUCTION OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.

3.12. THE TOPOGRAPHIC SURVEY INCLUDED WITH THIS SET OF PLANS REFLECTS PRE-DEMOLITION CONDITIONS AND DOES NOT REFLECT THE SITE CONDITIONS AFTER DEMOLITION. THE CONTRACTOR IS FULLY AND SOLELY RESPONSIBLE IN DETERMINING THE REQUIRED EARTHWORK FOR THE PROPOSED DEVELOPMENT OF THE SITE. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY EXCAVATION/DREDGE AND FILL ACTIVITIES REQUIRED AT ANY PHASE OF THE PROJECT. THE CONTRACTOR SHALL USE THE FINAL APPROVED (RELEASED FOR CONSTRUCTION) PLANS, SURVEYS, GEOTECHNICAL REPORTS, AND ANY OTHER AVAILABLE INFORMATION FOR DETERMINING THE AMOUNT OF EXCAVATION/DREDGING AND FILLING REQUIRED. ANY QUANTITIES INCLUDED IN THE APPROVED PERMITS WERE ESTIMATED BY THE ENGINEER FOR PURPOSES OF OBTAINING THE PERMIT AND UNDER NO CIRCUMSTANCES SHALL BE USED BY THE CONTRACTOR IN LIEU OF PERFORMING THEIR OWN EARTHWORK CALCULATIONS REQUIRED FOR COST ESTIMATING AND BIDDING THE PROJECT.

3.13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR READING AND FAMILIARIZING THEMSELVES WITH ANY AND ALL AVAILABLE GEOTECHNICAL REPORTS PREPARED BY OTHERS AND/OR ANY RECOMMENDATIONS WRITTEN OR IMPLIED BY THE GEOTECHNICAL ENGINEER FOR THIS PROJECT. THE GEOTECHNICAL CONDITIONS AND RECOMMENDATIONS OUTLINED IN THESE REPORTS ARE IN FORCE AND IN FULL EFFECT AS PART OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL THE WORK ASSOCIATED WITH THIS PROJECT IS IN COMPLIANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. KEITH AND ASSOCIATES, INC. IS NOT RESPONSIBLE FOR THE SUITABILITY OR UNSUITABILITY OF THE SOILS ENCOUNTERED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE MEANS AND METHODS OF CONSTRUCTION USED CAN AND WILL ALLOW FOR THE SUCCESSFUL COMPLETION OF THE REQUIRED SITE IMPROVEMENTS.

3.14. THE CONTRACTOR SHALL ENSURE THAT THE AVAILABLE GEOTECHNICAL INFORMATION IS SUFFICIENT FOR HIS COMPLETE UNDERSTANDING OF THE SOIL CONDITIONS FOR THE SITE. IF ADDITIONAL GEOTECHNICAL INVESTIGATION IS REQUIRED BY THE CONTRACTOR, THIS ADDITIONAL WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

3.15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RESTORATION OF EXISTING PAVEMENT, PIPES, CONDUITS, SPRINKLER HEADS, CABLES, ETC., AND LANDSCAPED AREAS DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS AND/OR THOSE OF HIS SUBCONTRACTORS AND SHALL RESTORE AT NO ADDITIONAL COST.

3.16. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, PERMISSION FROM THE OWNER, CITY AND ENGINEER. THE CONTRACTOR SHALL PROVIDE THE OWNER, CITY AND ENGINEER WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE. THE PROJECT ENGINEER SHALL COORDINATE WITH THE OWNER AND CITY PRIOR TO ISSUING WRITTEN APPROVAL TO THE CONTRACTOR.

3.17. ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE CITY AND/OR ENGINEER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECTED CONTAMINATION FROM FURTHER ACCESS. THE CITY AND/OR ENGINEER ARE TO NOTIFY THE OWNER/ENGINEER OF THE DISCOVERY. THE OWNER/ENGINEER WILL ARRANGE FOR INVESTIGATION, IDENTIFICATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE ENGINEER.

3.18. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE CITY, COUNTY, OR STATE ENGINEERING INSPECTOR AND ENGINEER 48 HOURS IN ADVANCE OF THE EVENT TO NOTIFY THE CITY OF CONSTRUCTION START UP, OR TO SCHEDULE ALL REQUIRED TESTS AND INSPECTIONS INCLUDING FINAL WALK-THROUGHS.

4. PRECONSTRUCTION RESPONSIBILITIES

4.1. ALL UTILITY / ACCESS EASEMENTS TO BE SECURED PRIOR TO CONSTRUCTION.

4.2. NO CONSTRUCTION MAY COMMENCE UNTIL THE APPROPRIATE PERMITS HAVE BEEN OBTAINED FROM ALL MUNICIPAL, STATE, COUNTY, AND FEDERAL AGENCIES AND A PRE-CONSTRUCTION MEETING HAS BEEN CONDUCTED.

4.3. ALL REQUIRED GOVERNMENTAL AGENCY BUILDING PERMITS TO BE OBTAINED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION ACTIVITY.

4.4. CONTRACTOR TO COORDINATE CONSTRUCTION SCHEDULING FOR CONNECTION TO THE EXISTING WATER AND SEWER LINES WITH THE UTILITY DEPARTMENT THAT OWNS AND/OR MAINTAINS THE WATER AND SEWER LINES.

4.5. PRIOR TO THE START OF CONSTRUCTION, THE OWNER SHALL SUBMIT AN NPDES CONSTRUCTION GENERAL PERMIT (CGP) "NOTICE OF INTENT (N.O.I.) TO USE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM CONSTRUCTION ACTIVITIES FORM (DEP FORM 62-621.300(4)(B)) TO FDEP NOTICES CENTER. THE CONTRACTOR WILL BE RESPONSIBLE FOR (1) IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) THAT WAS REQUIRED TO BE DEVELOPED PRIOR TO NOI SUBMITTAL, AND (2) RETENTION OF RECORDS REQUIRED BY THE PERMIT, INCLUDING RETENTION OF A COPY OF THE SWPPP AT THE CONSTRUCTION SITE FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL SITE STABILIZATION. A "NOTICE OF TERMINATION (N.O.T.) OF GENERIC PERMIT COVERAGE" FORM (DEP FORM 62-621.300(6)) MUST BE SUBMITTED TO FDEP TO DISCONTINUE PERMIT COVERAGE, SUBSEQUENT TO COMPLETION OF CONSTRUCTION. FOR ADDITIONAL INFORMATION SEE FDEP WEBSITE: HTTP://FLORIDADEP.GOV/WATER/STORMWATER.

4.6. PRIOR TO CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW AS REQUIRED FOR THE FOLLOWING ITEMS LISTED BELOW, BUT NOT LIMITED TO:

- DRAINAGE: CATCH BASINS, MANHOLES, HEADWALLS, GRATES/TOPS, YARD DRAINS.
- WATER: FIRE HYDRANTS, VALVES, BACKFLOW PREVENTER, DDCV, METER BOX.
- SEWER: MANHOLES, LIFT STATIONS (WETWELL, HATCHES, VALVES, PUMP DATA, ELECTRICAL PANEL)

4.6.1 CATALOGUE LITERATURE SHALL BE SUBMITTED FOR DRAINAGE, WATER AND SEWER PIPES, FITTINGS, AND APPURTENANCES.

4.6.2 PRIOR TO SUBMITTING SHOP DRAWINGS TO THE ENGINEER, THE CONTRACTOR SHALL REVIEW AND APPROVE THE DRAWINGS, AND SHALL NOTE IN RED ANY DEVIATIONS FROM THE ENGINEER'S PLANS OR SPECIFICATIONS.

4.6.3 INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOGUE LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.

4.7 CONTRACTOR TO SUBMIT MAINTENANCE OF TRAFFIC PLAN(S) IN ACCORDANCE WITH APPROPRIATE CITY, COUNTY, OR STATE REQUIREMENTS, AND SUBMIT FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION.

5. INSPECTIONS / TESTING:

5.1. THE CONTRACTOR SHALL NOTIFY IN WRITING THE OWNER, CITY, COUNTY, ENGINEER OF RECORD, AND ANY OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO REQUIRED INSPECTIONS OF THE FOLLOWING ITEMS, WHERE APPLICABLE:

- CLEARING AND EARTHWORK
- STORM DRAINAGE SYSTEMS
- SANITARY SEWER SYSTEMS
- WATER DISTRIBUTION SYSTEMS
- SUBGRADE
- LIMEROCK BASE
- ASPHALT OR CONCRETE PAVEMENT
- SIDEWALKS, CONCRETE FLATWORK/CURBING
- LANDSCAPING
- PAVEMENT MARKING AND SIGNAGE
- SIGNALIZATION
- SITE LIGHTING
- ELECTRICAL AND COMMUNICATION LINES
- UTILITY CONDUITS
- IRRIGATION
- FINAL

5.2 THE OWNER, ENGINEER, AND JURISDICTIONAL PERMITTING AGENCIES MAY MAKE INSPECTIONS OF THE WORK AT ANY TIME. THE CONTRACTOR SHALL COOPERATE FULLY WITH ALL INSPECTIONS.

5.3 TESTING - ALL TESTING REQUIRED BY THE PLANS AND SPECIFICATIONS SHALL BE PERFORMED BY A LICENSED / FDOT QUALIFIED TESTING COMPANY. REQUIRED TEST FOR ASPHALT AND LIMEROCK SHALL BE TAKEN AT THE DIRECTION OF THE ENGINEER OR THE JURISDICTIONAL GOVERNMENTAL AGENCY IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

6. TEMPORARY FACILITIES

6.1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES, COMMUNICATIONS, AND ELECTRICITY, FOR HIS OPERATIONS AND WORKS, COST INCLUDED UNDER MOBILIZATION.

6.2. CONTRACTOR SHALL CONSTRUCT TEMPORARY FENCING TO SECURE CONSTRUCTION AREAS AT ALL TIMES, COST INCLUDED IN MOBILIZATION.

6.3. CONTRACTOR TO OBTAIN A SECURE STAGING AREA AND OBTAIN ALL NECESSARY APPROVALS FROM THE OWNER.

6.4. CONTRACTOR SHALL CONSTRUCT AND MAINTAIN TEMPORARY LIGHTING AS REQUIRED TO LIGHT THE CONSTRUCTION PROJECT LIMITS AT ALL TIMES, TO AT LEAST THE SAME LIGHTING INTENSITY LEVELS AS THE EXISTING CONDITIONS.

6.5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ADJACENT PROPERTIES AT ALL TIMES.

7. PROJECT PROGRESS AND CLOSEOUT

7.1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN-UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE BROOM SWEPT CLEAN.

7.2. THE CONTRACTOR SHALL RESTORE OR REPLACE ANY PUBLIC OR PRIVATE PROPERTY (SUCH AS HIGHWAY, DRIVEWAY, WALKWAY, AND LANDSCAPING), DAMAGED BY HIS WORK, EQUIPMENT, OR EMPLOYEES, TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF CONSTRUCTION. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.

7.3. MATERIAL OR DEBRIS SHALL BE HAULED IN ACCORDANCE WITH NPDES PERMIT AND JURISDICTIONAL LAWS.

7.4. ALL LAND SURVEY PROPERTY MONUMENTS OR PERMANENT REFERENCE MARKERS, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.

7.5. ALL UNPAVED SURFACES DISTURBED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE GRADED, SODDED, & RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED BEFORE THE CONSTRUCTION.

8. PROJECT RECORD DOCUMENTS:

8.1. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE LOCATION, LENGTH, MATERIAL AND ELEVATION OF ANY FACILITY NOT BUILT ACCORDING TO PLANS. THIS COPY OF THE "AS-BUILT" SHALL BE SUBMITTED TO ENGINEER FOR PROJECT RECORD.

8.2. UPON COMPLETION OF DRAINAGE IMPROVEMENTS AND LIMEROCK BASE CONSTRUCTION (AT LEAST 48 HOURS BEFORE PLACING ASPHALT PAVEMENT) THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD "AS-BUILT" PLANS FOR THESE IMPROVEMENTS, SHOWING THE LOCATIONS AND PERTINENT GRADES OF ALL DRAINAGE INSTALLATIONS AND THE FINISHED ROCK GRADES OF THE ROAD CROWN AND EDGES OF PAVEMENT AT 50 FOOT INTERVALS, INCLUDING LOCATIONS AND ELEVATIONS OF ALL HIGH AND LOW POINTS.

8.3. UPON COMPLETION OF CONSTRUCTION, AND PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD ONE COMPLETE SET OF ALL "AS-BUILT" CONTRACT DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES, DIMENSIONS, LOCATIONS, AND ELEVATIONS OF ALL IMPROVEMENTS.

8.4. "AS-BUILT" DRAWINGS OF WATER LINES AND FORCE MAINS SHALL INCLUDE THE FOLLOWING INFORMATION:

8.4.1. TOP OF PIPE ELEVATIONS EVERY 100 LF.

8.4.2. LOCATIONS AND ELEVATIONS OF ALL FITTINGS INCLUDING BENDS, TEES, GATE VALVES, DOUBLE DETECTOR CHECK VALVES, FIRE HYDRANTS, AND APPURTENANCES.

8.4.3. ALL CONNECTIONS TO EXISTING LINES.

8.4.4. ENDS OF ALL WATER SERVICES AT THE BUILDINGS WHERE THE WATER SERVICE TERMINATES.

8.5. "AS-BUILT" DRAWINGS OF GRAVITY SANITARY SEWER LINES SHALL INCLUDE THE FOLLOWING INFORMATION:

8.5.1. RIM ELEVATIONS, INVERT ELEVATIONS, LENGTH OF PIPING BETWEEN STRUCTURES, AND SLOPES.

8.5.2. THE STUB ENDS AND CLEANOUTS OF ALL SEWER LATERALS SHALL BE LOCATED HORIZONTALLY AND VERTICALLY.

8.6. "AS-BUILT" DRAWINGS OF ALL DRAINAGE LINES SHALL INCLUDE THE FOLLOWING INFORMATION:

8.6.1. RIM ELEVATION, INVERT ELEVATION, LENGTH OF PIPING BETWEEN STRUCTURES, AND CONTROL STRUCTURE ELEVATIONS IF APPLICABLE.

8.6.2. THE SIZE OF THE LINES.

8.6.3. DRAINAGE WELL STRUCTURE SHALL INCLUDE, BUT NOT BE LIMITED TO, TOP OF CASING ELEVATION, TOP AND BOTTOM ELEVATIONS OF THE STRUCTURE AND BAFFLE WALLS, RIM ELEVATIONS AND PIPE INVERTS.

8.7. "AS-BUILT" DRAWINGS OF CONSTRUCTION AREAS SHALL INCLUDE THE FOLLOWING:

8.7.1. ROCK ELEVATIONS AT ALL HIGH, AND LOW POINTS, AND AT ENOUGH INTERMEDIATE POINTS TO CONFIRM SLOPE CONSISTENCY.

8.7.2. ROCK ELEVATIONS AND CONCRETE BASE ELEVATIONS SHALL BE TAKEN AT ALL LOCATIONS WHERE THERE IS A FINISH GRADE ELEVATION SHOWN ON THE DESIGN PLANS.

8.7.3. ALL CATCH BASIN AND MANHOLE RIM ELEVATIONS.

8.7.4. FINISH GRADE ELEVATIONS IN ISLAND AREAS.

8.7.5. "AS-BUILT" ELEVATIONS SHALL BE TAKEN ON ALL PAVED AND UNPAVED SWALES, AT ENOUGH INTERMEDIATE POINTS TO CONFIRM SLOPE CONSISTENCY AND CONFORMANCE TO THE PLAN DETAILS.

8.7.6. LAKE AND CANAL BANK "AS-BUILT" DRAWINGS SHALL INCLUDE A KEY SHEET OF THE LAKE FOR THE LOCATION OF CROSS SECTIONS. LAKE AND CANAL BANK CROSS SECTIONS SHALL BE PLOTTED AT A MINIMUM OF EVERY 100 LF, UNLESS OTHERWISE SPECIFIED. "AS-BUILT" DRAWINGS SHALL CONSIST OF THE LOCATION AND ELEVATION OF THE TOP OF BANK, EDGE OF WATER, AND THE DEEP CUT LINE, WITH THE DISTANCE BETWEEN EACH SHOWN ON THE DRAWING.

8.7.7. RETENTION AREA "AS-BUILT" ELEVATIONS SHALL BE TAKEN AT THE BOTTOM OF THE RETENTION AREA AND AT THE TOP OF BANK. IF THERE ARE CONTOURS INDICATED ON THE DESIGN PLANS, THEN THEY SHALL BE INCLUDED IN "AS-BUILT" DRAWINGS AS WELL.

8.8. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PREPARE "AS-BUILT" DRAWINGS ON FULL SIZE, 24" X 36" SHEETS. ALL "AS-BUILT" INFORMATION SHALL BE PUT ON THE LATEST ENGINEERING DRAWINGS. A FULL SET OF PDF "AS-BUILT" DRAWINGS SHALL BE SUBMITTED. THESE DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER OR LAND SURVEYOR.

8.9. AN ELECTRONIC COPY OF THESE "AS-BUILT" DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD IN AUTOCAD, VERSION 2008 OR LATER.

9. UTILITY NOTES

9.1. CONTRACTOR IS RESPONSIBLE FOR UTILITY VERIFICATION PRIOR TO FABRICATION.

9.2. THE CONTRACTOR IS ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT HAVE ELECTRIC, TELEPHONE, GAS, WATER AND/OR SEWER SERVICE LATERALS WHICH MAY NOT BE SHOWN IN PLANS. THE CONTRACTOR MUST REQUEST THE LOCATION OF THESE LATERAL SERVICES FROM THE UTILITY COMPANIES.

9.3. THE CONTRACTOR SHALL USE HAND DIGGING WHEN EXCAVATING NEAR EXISTING UTILITIES. EXTREME CAUTION SHALL BE EXERCISED BY THE CONTRACTOR WHILE EXCAVATING, INSTALLING, BACKFILLING OR COMPACTING AROUND THE UTILITIES.

9.4. THE CONTRACTOR SHALL NOTIFY AND OBTAIN AN UNDERGROUND CLEARANCE FROM ALL UTILITY COMPANIES AND GOVERNMENTAL AGENCIES AT LEAST 48 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN A SUNSHINE811.COM CERTIFICATION CLEARANCE NUMBER AND FIELD MARKINGS AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION.

- PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.

9.5 FOR STREET EXCAVATION OR CLOSING OR FOR ALTERATION OF ACCESS TO PUBLIC OR PRIVATE PROPERTY, THE CONTRACTOR SHALL NOTIFY:

- ROADWAY JURISDICTIONAL ENGINEERING / PUBLIC WORKS AUTHORITY.
- COUNTY TRANSIT AUTHORITY
- SCHOOL BOARD TRANSPORTATION AUTHORITY
- JURISDICTIONAL FIRE DEPARTMENT DISPATCH
- JURISDICTIONAL POLICE DEPARTMENT(S)

9.6 THE CONTRACTOR SHALL USE EXTREME CAUTION WORKING UNDER, OVER, AND AROUND EXISTING ELECTRIC LINES. THE CONTRACTOR SHALL CONTACT THE ELECTRIC PROVIDER COMPANY TO VERIFY LOCATIONS, VOLTAGE, AND REQUIRED CLEARANCES, ONSITE, IN RIGHT-OF-WAYS, AND IN EASEMENTS, PRIOR TO ANY CONSTRUCTION IN THE VICINITY OF EXISTING LINES.

9.7 LOCATION AND SIZE OF ALL EXISTING UTILITIES AND TOPOGRAPHY (FACILITIES) AS SHOWN ON CONSTRUCTION DRAWINGS ARE DRAWN FROM AVAILABLE RECORDS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN OR FOR ANY FACILITY NOT SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION (VERTICAL & HORIZONTAL) OF ANY EXISTING UTILITIES AND TOPOGRAPHY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE ELEVATIONS AND LOCATIONS OF ALL EXISTING FACILITIES, IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. IF AN EXISTING FACILITY IS FOUND TO CONFLICT WITH THE PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER SO THAT APPROPRIATE MEASURES CAN BE TAKEN TO RESOLVE THE CONFLICT.

9.8 THE CONTRACTOR SHALL COORDINATE THE WORK WITH OTHER CONTRACTORS IN THE AREA AND ANY OTHER UNDERGROUND UTILITY COMPANIES REQUIRED. THE CONTRACTOR SHALL COORDINATE RELOCATION OF ALL EXISTING UTILITIES WITH APPLICABLE UTILITY COMPANIES.

10. SIGNING AND PAVEMENT MARKINGS

10.1. ALL SIGNING AND PAVEMENT MARKINGS INSTALLED AS PART OF THESE PLANS SHALL CONFORM TO THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), COUNTY TRAFFIC DESIGN STANDARDS AND FDOT DESIGN STANDARDS AS A MINIMUM CRITERIA.

10.2. MATCH EXISTING PAVEMENT MARKINGS AT THE LIMITS OF CONSTRUCTION.

10.3. REMOVAL OF THE EXISTING PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY WATER BLASTING OR OTHER APPROVED METHODS DETERMINED BY THE ENGINEER.

10.4. INCORRECTLY PLACED PAINT OR THERMOPLASTIC PAVEMENT MARKINGS OVER FRICTION COURSE WILL BE REMOVED BY MILLING AND REPLACING THE FRICTION COURSE A MINIMUM WIDTH OF 18 IN AT THE CONTRACTOR'S EXPENSE. THE ENGINEER MAY APPROVE AN ALTERNATIVE METHOD IF IT CAN BE DEMONSTRATED TO COMPLETELY REMOVE THE MARKINGS WITHOUT DAMAGING THE ASPHALT.

10.5. PLACE ALL RETRO-REFLECTIVE PAVEMENT MARKERS IN ACCORDANCE WITH FDOT STANDARD INDEX 706-001 AND / OR AS SHOWN IN THE PLANS.

10.6. CAUTION SHOULD BE EXERCISED WHILE RELOCATING EXISTING SIGNS TO PREVENT UNNECESSARY DAMAGE TO SIGNS. IF THE SIGN IS DAMAGED BEYOND USE, AS DETERMINED BY THE ENGINEER, SIGNS SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

10.7. ALL EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS SHALL BE REMOVED, STOCKPILED, AND RELOCATED BY THE CONTRACTOR. SIGN REMOVAL SHALL BE DIRECTED BY THE ENGINEER.

10.8. RELOCATED SIGN SUPPORT SYSTEM MUST MEET THE CURRENT DESIGN STANDARD.

10.9. THE CONTRACTOR SHALL PROVIDE AN INVENTORY OF EXISTING SIGNS TO REMAIN OR TO BE RELOCATED PRIOR TO STARTING THE JOB AND FORWARD THIS LIST TO THE ENGINEER. CONTRACTOR SHALL NOTIFY IF THERE ARE ANY MISSING OR DAMAGE SIGNS THAT THE PLANS SHOW TO REMAIN OR TO BE RELOCATED.

10.10. ALL ROADWAY PAVEMENT MARKINGS SHALL BE THERMOPLASTIC IN ACCORDANCE WITH FDOT SPECIFICATIONS SECTION 711.

10.11. HAND DIG THE FIRST FOUR FEET OF SIGN FOUNDATION.

10.12. ALL SIGNS SHALL MEET ALL OF THE FOLLOWING:

- MEET THE CRITERIA OUTLINED IN SECTION 2A.08 OF THE MUTCD CURRENT EDITION.
- MEET THE SPECIFICATIONS OUTLINED IN SECTION 700 AND 994 OF THE LATEST FDOT STANDARD SPECIFICATIONS.
- CONSIST OF MATERIALS CERTIFIED TO MEET THE RETROREFLECTIVE SHEETING REQUIREMENTS OUTLINED IN THE CURRENT VERSION OF ASTM D4956 FOR TYPE-XI RETROREFLECTIVE SHEETING MATERIALS MADE WITH PRISIMS, EXCEPT FOR SCHOOL ZONE AND PEDESTRIAN SIGNS WHICH SHALL BE COMPRISED OF RETROREFLECTIVE FLUORESCENT YELLOW-GREEN SHEETING CERTIFIED TO MEET ASTM D4956 TYPE IV RETROREFLECTIVE SHEETING MATERIALS.
- CONSIST OF RETROREFLECTIVE SHEETING MATERIALS THAT HAVE A VALID FDOT APPROVED PRODUCT LIST (APL) CERTIFICATION FOR SPECIFICATION 700 HIGHWAY SIGNING FOR FDOT SHEETING TYPE XI (OR TYPE IV FOR SCHOOL AND PEDESTRIAN SIGNS).

10.13 PATCH ATTACHMENT HARDWARE, SUCH AS COUNTERSUNK SCREWS OR RIVET HEADS, WITH RETRO REFLECTIVE BUTTONS THAT MATCH THE COLOR AND SHEETING MATER

CONSTRUCTION SPECIFICATIONS

SECTION 20 - GENERAL SPECIFICATIONS PAVING GRADING DRAINAGE AND EARTHWORK

20. GENERAL

20.1. IT IS THE INTENT OF THESE SPECIFICATIONS TO DESCRIBE THE MINIMUM ACCEPTABLE TECHNICAL REQUIREMENTS FOR THE MATERIALS AND WORKMANSHIP FOR CONSTRUCTION OF SITE IMPROVEMENTS FOR THIS PROJECT. SUCH IMPROVEMENTS MAY GENERALLY INCLUDE, BUT NOT TO BE LIMITED TO, CLEARING, GRADING, PAVING, REMOVAL OF EXISTING PAVEMENT STORM DRAINAGE, WATER LINES AND SANITARY SEWERS.

20.2. IT IS THE INTENT THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION: (CURRENT EDITION) TOGETHER WITH "SUPPLEMENTAL SPECIFICATIONS TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (CURRENT EDITION), AND THE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION (CURRENT EDITION) BE USED WHERE APPLICABLE FOR THE VARIOUS WORK, AND THAT WHERE SUCH WORDING THEREIN REFERS TO THE STATE OF FLORIDA AND ITS DEPARTMENT OF TRANSPORTATION AND PERSONNEL, SUCH WORDING IS INTENDED TO BE REPLACED WITH THE WORDING WHICH WOULD PROVIDE PROPER TERMINOLOGY; THEREBY MAKING SUCH "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" TOGETHER WITH THE "FDOT STANDARD PLANS FOR ROAD CONSTRUCTION" AS THE "STANDARD SPECIFICATIONS" FOR THIS PROJECT. IF WITHIN A PARTICULAR SECTION, ANOTHER SECTION, ARTICLE OR PARAGRAPH IS REFERRED TO, IT SHALL BE PART OF THE STANDARD SPECIFICATIONS ALSO. THE CONTRACTOR SHALL ABIDE BY ALL LOCAL AND STATE LAWS, REGULATIONS AND BUILDING CODES WHICH HAVE JURISDICTION IN THE AREA.

20.3. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT AND PERFORM ALL OPERATIONS REQUIRED TO COMPLETE THE CONSTRUCTION OF A PAVING AND DRAINAGE SYSTEM AS SHOWN ON THE PLANS, SPECIFIED HEREIN, OR BOTH. IT IS THE INTENT TO PROVIDE A COMPLETE AND OPERATING FACILITY IN ACCORDANCE WITH THESE SPECIFICATIONS AND THE CONSTRUCTION DRAWINGS. THE MATERIAL AND EQUIPMENT SHOWN OR SPECIFIED SHALL NOT BE TAKEN TO EXCLUDE ANY OTHER INCIDENTALS NECESSARY TO COMPLETE THE WORK.

20.4. ALL LABOR, MATERIALS, AND METHODS OF CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE PLANS AND CONSTRUCTION SPECIFICATIONS AND THE MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS ADOPTED BY THE UNIT OF GOVERNMENT WHICH HAS JURISDICTION AND RESPONSIBILITY FOR THE CONSTRUCTION. WHERE CONFLICTS OR OMISSIONS EXIST, THE JURISDICTIONAL GOVERNMENT ENGINEERING DEPARTMENT'S STANDARDS SHALL GOVERN. SUBSTITUTIONS AND DEVIATIONS FROM PLANS AND SPECIFICATIONS SHALL BE PERMITTED ONLY WHEN WRITTEN APPROVAL HAS BEEN ISSUED BY THE ENGINEER.

20.5. GUARANTEE - ALL MATERIALS AND EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR UNDER THIS CONTRACT, SHALL BE GUARANTEED FOR A PERIOD OF (1) ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE THEREOF, AGAINST DEFECTIVE MATERIALS, DESIGN AND WORKMANSHIP, UPON RECEIPT OF NOTICE FROM THE OWNER OF FAILURE OF ANY PART OF THE GUARANTEED EQUIPMENT OR MATERIALS, DURING THE GUARANTEE PERIOD, THE AFFECTED PART OR MATERIALS SHALL BE REPLACED PROMPTLY WITH NEW PARTS OR MATERIALS BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER. IN THE EVENT THE CONTRACTOR FAILS TO MAKE NECESSARY REPLACEMENT OR REPAIRS WITHIN (7) SEVEN DAYS AFTER NOTIFICATION BY THE OWNER, THE OWNER MAY ACCOMPLISH THE WORK AT THE EXPENSE OF THE CONTRACTOR.

21. EARTHWORK

21.1. ALL AREAS WITHIN THE PROJECT LIMITS SHALL BE CLEARED AND GRUBBED PRIOR TO CONSTRUCTION. THIS SHALL CONSIST OF THE COMPLETE REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, ROOTS, GRASS, WEEDS, RUBBISH AND ALL OTHER OBSTRUCTIONS RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE EXISTING GROUND TO A DEPTH OF 1'. ALL WORK SHALL BE IN ACCORDANCE WITH SECTION 110 OF THE STANDARD SPECIFICATIONS.

21.2. NONE OF THE EXISTING LIMEROCK MATERIAL FROM DEMOLISHED PAVEMENT IS TO BE INCORPORATED IN THE NEW LIMEROCK BASE, UNLESS NOTED IN PLANS. THE EXISTING LIMEROCK MATERIAL FROM DEMOLISHED PAVEMENT MAY BE INCORPORATED INTO THE STABILIZED SUBGRADE / SUBBASE, OR STABILIZED SHOULDER.

21.3. FILL MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 120 AND 125 OF THE STANDARD SPECIFICATIONS.

21.4. ALL FILL MATERIAL IN AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.

21.5. ALL MATERIAL OF CONSTRUCTION SHALL BE SUBJECT TO INSPECTION AND TESTING TO ESTABLISH CONFORMANCE WITH THE SPECIFICATIONS AND SUITABLY FOR THE USES INTENDED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 24 HOURS PRIOR TO THE TIME CONTRACTOR WILL BE READY FOR AN INSPECTION OR TEST. THE CONTRACTOR SHALL FOLLOW CITY AND COUNTY INSPECTION PROCEDURES. THE CONTRACTOR SHALL NOT PROCEED WITH ANY PHASE OF WORK DEPENDENT ON AN INSPECTION OR TEST OF AN EARLIER PHASE OF WORK, PRIOR TO THAT TEST OR INSPECTION PASSING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND LIMEROCK, UTILITIES, EXCAVATION, ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC.

21.6. WHEN MUCK, CLAY, ROCK, OR ANY OTHER MATERIAL THAT IS UNSUITABLE IN ITS ORIGINAL POSITION ARE ENCOUNTERED BENEATH PROPOSED PAVEMENT AND SIDEWALK AREAS, THE UNSUITABLE MATERIALS SHALL BE COMPLETELY REMOVED FROM BENEATH THE PAVEMENT AND SIDEWALK AREAS AND (10) TEN FEET BEYOND THE EDGE OF PAVEMENT. ALL SUCH UNSUITABLE MATERIAL REMOVED BY THE SUBSOIL EXCAVATION, SHALL BE REPLACED WITH ACCEPTABLE EMBANKMENT MATERIAL, AS SPECIFIED IN THE STANDARD SPECIFICATIONS.

21.7. WHEN MUCK, CLAY,HARDPAN OR ANY OTHER MATERIAL THAT IS UNSUITABLE IN ITS ORIGINAL POSITION, ARE ENCOUNTERED BENEATH PROPOSED DRAINAGE SWALES OR DRY RETENTION AREAS, THE UNSUITABLE MATERIALS SHALL BE COMPLETELY REMOVED FROM BENEATH THE DRAINAGE SWALES AND DRY RETENTION AREAS. ALL SUCH UNSUITABLE MATERIAL REMOVED BY THE SUBSOIL EXCAVATION, SHALL BE REPLACED WITH COARSE SAND, OR OTHER SUITABLE GRANULAR MATERIAL, AS SPECIFIED IN THE STANDARD SPECIFICATIONS.

21.8. ALL UNDERGROUND UTILITIES AND DRAINAGE INSTALLATIONS SHALL BE IN PLACE PRIOR TO SUBGRADE COMPACTION AND PAVEMENT CONSTRUCTION.

21.9. GROUND ADJACENT TO ROADWAY/PAVEMENT HAVING RUNOFF SHALL BE GRADED (2) TWO INCHES LOWER THAN THE EDGE OF PAVEMENT TO ALLOW FOR THE PLACEMENT OF SOD.

21.10. SITE GRADING ELEVATIONS SHALL BE WITHIN 0.1' OF THE REQUIRED ELEVATION FOR NON PAVED AREAS AND ALL AREAS SHALL BE GRADED TO DRAIN WITHOUT PONDING.

21.11. THE CONTRACTOR SHALL PERFORM ALL EXCAVATION, FILL, EMBANKMENT AND GRADING TO ACHIEVE THE PROPOSED PLAN GRADES INCLUDING TYPICAL ROAD SECTIONS, SIDE SLOPES AND CANAL SECTIONS. ALL WORK SHALL BE IN ACCORDANCE WITH SECTION 120 OF THE STANDARD SPECIFICATIONS. IF FILL MATERIAL IS REQUIRED IN EXCESS OF THAT GENERATED BY THE EXCAVATION, THE CONTRACTOR SHALL SUPPLY THIS MATERIAL AS REQUIRED FROM OFF-SITE.

21.12. A 2" BLANKET OF TOP SOIL SHALL BE PLACED OVER ALL AREAS TO BE SODDED OR SEEDED AND MULCHED WITHIN THE PROJECT LIMITS UNLESS OTHERWISE INDICATED ON THE PLANS.

21.13. SOD SHALL BE ST. AUGUSTINE UNLESS OTHERWISE INDICATED ON THE PLANS, AND SHALL BE PLACED ON THE GRADED TOP SOIL AND WATERED TO INSURE SATISFACTORY CONDITION UPON FINAL ACCEPTANCE OF THE PROJECT.

22. DRAINAGE

22.1. INLETS - ALL INLETS SHALL BE THE TYPE DESIGNATED ON THE PLANS, AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 425 OF THE STANDARD SPECIFICATIONS. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEMS BY WAY OF TEMPORARY PLUGS AND PLYWOOD OR PLASTIC COVERS OVER THE INLETS. THE ENTIRE DRAINAGE SYSTEM SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.

22.2. PIPE SPECIFICATIONS: PIPE MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 430 OF THE STANDARD SPECIFICATIONS, AND AS SHOWN IN THE PLANS.

22.3. PIPE BACKFILL - REQUIREMENTS FOR PIPE BACKFILL CROSSING ROADS OR PARKING AREAS SHALL BE AS DEFINED IN THE SECTION 125-8, OF THE STANDARD SPECIFICATIONS. PIPELINE BACKFILL SHALL BE PLACED IN 6 INCH LIFTS AND COMPACTED TO 100% OF THE STANDARD PROCTOR (AASHTO T-99 SPECIFICATIONS)

22.4. LOCATION OF DRAINAGE STRUCTURES SHALL GOVERN, AND PIPE LENGTH MAY HAVE TO BE ADJUSTED TO ACCOMPLISH CONSTRUCTION AS SHOWN ON THESE PLANS.

22.5. DISTANCE AND LENGTHS SHOWN ON PLANS AND PROFILE DRAWINGS ARE REFERENCED TO THE INNER WALLS OF STRUCTURES.

22.6. FILTER FABRIC SHALL BE MIRAFI, TYPAR OR EQUAL CONFORMING TO SECTION 985 OF THE STANDARD SPECIFICATIONS.

23. ASPHALT PAVING

23.1. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.

23.2. INTERNAL ASPHALT PAVING CONSTRUCTED ON EXISTING SANDY SOILS SHALL BE CONSTRUCTED WITH A 12" SUBGRADE, COMPACTED TO A MINIMUM DENSITY OF 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99. THE COMPACTED SUBGRADE SHALL BE CONSTRUCTED IN THE LIMITS SHOWN ON THE PLANS. ALL SUBGRADE SHALL HAVE AN LBR OF 40 UNLESS OTHERWISE NOTED.

23.3. ASPHALTIC CONCRETE SURFACE COURSE SHALL BE CONSTRUCTED TO THE LIMITS SHOWN ON THE PLANS. THE SURFACE COURSE SHALL CONSIST OF THE THICKNESS AND TYPE ASPHALTIC CONCRETE AS SPECIFIED IN THE PLANS. ALL ASPHALTIC CONCRETE SHALL BE IN ACCORDANCE WITH SECTIONS 300, 320, 327, 330, 334, 337, 338, 339 AND 341 OF THE STANDARD SPECIFICATIONS.

23.4. LIMEROCK BASE SHALL BE PREPARED, COMPACTED AND GRADED AND SHALL BE IN ACCORDANCE WITH SECTION 200 OF THE STANDARD SPECIFICATIONS. ALL LIMEROCK SHALL BE COMPACTED TO 98% PER AASHTO T-180 AND HAVE NOT LESS THAN 70% OF CARBONATES OF CALCIUM AND MAGNESIUM UNLESS OTHERWISE DESIGNATED. THE ENGINEER SHALL INSPECT THE COMPLETED BASE COURSE AND THE CONTRACTOR SHALL CORRECT ANY DEFICIENCIES AND CLEAN THE BASE COURSE PRIOR TO THE PLACEMENT OF THE PRIME COAT. A TACK COAT WILL ALSO BE REQUIRED IF THE ENGINEER FINDS THAT THE PRIMED BASE HAS BECOME EXCESSIVELY DIRTY OR THE PRIME COAT HAS CURED TO THE EXTENT OF LOSING BOUNDING EFFECT PRIOR TO PLACEMENT OF THE ASPHALTIC CONCRETE SURFACE COURSE. THE PRIME AND TACK COATS SHALL BE IN ACCORDANCE WITH SECTION 300 OF THE STANDARD SPECIFICATIONS.

23.5. LIMEROCK BASE MATERIAL SHALL BE PLACED IN MAXIMUM 6" LIFTS. BASES GREATER THAN 6" SHALL BE PLACED IN TWO EQUAL LIFTS. IF, THROUGH FIELD TESTS, THE CONTRACTOR CAN DEMONSTRATE THAT THE COMPACTION EQUIPMENT CAN ACHIEVE DENSITY FOR THE FULL DEPTH OF A THICKER LIFT, AND IF APPROVED BY THE ENGINEER, THE BASE MAY BE CONSTRUCTED IN SUCCESSIVE COURSES OF NOT MORE THAN 8 INCHES (200 MM) COMPACTED THICKNESS.

23.6. ASPHALT EDGES THAT ARE NOT CURBED SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE TO THE DIMENSIONS SHOWN ON PLANS.

24. CONCRETE CONSTRUCTION

24.1. CONCRETE SIDEWALK AND DRIVEWAYS SHALL BE IN ACCORDANCE WITH SECTION 522 OF THE STANDARD SPECIFICATIONS AND IN ACCORDANCE WITH FDOT STANDARD PLANS FOR ROAD CONSTRUCTION, INDEX NO. 522-001, 522-002, AND 522-003. CONCRETE SIDEWALK SHALL BE 4" THICK, UNLESS OTHERWISE NOTED.

24.2. SIDEWALK CURB RAMPS SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS FOR ROAD CONSTRUCTION , INDEX NO. 522-002.

24.3. CONCRETE CURB SHALL BE CONSTRUCTED TO THE LIMITS SHOWN ON THE PLANS. THE CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS AND SHALL BE IN ACCORDANCE WITH SECTION 520 OF THE STANDARD SPECIFICATIONS. CONCRETE CURBING SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS FOR ROAD CONSTRUCTION, INDEX NO. 520-001.

SECTION 30 - WATER DISTRIBUTION AND SANITARY SEWER FORCE MAINS.

30. MATERIALS:

NOTE: IF MATERIALS LIST HERE ON ARE IN CONFLICT WITH UTILITY OWNER, MATERIAL OWNER REQUIREMENTS SHALL GOVERN.

30.1. ALL WATER MAIN PIPE, INCLUDING FITTINGS, SHALL BE COLOR CODED OR MARKED USING BLUE AS A PREDOMINANT COLOR TO DIFFERENTIATE DRINKING WATER FROM RECLAIMED OR OTHER WATER. UNDERGROUND PLASTIC PIPE SHALL BE SOLID-WALL BLUE PIPE, SHALL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN, OR SHALL BE WHITE OR BLACK PIPE WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED TO, THE PIPE WALL; AND UNDERGROUND METAL OR CONCRETE PIPE SHALL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPED DURING MANUFACTURING OF THE PIPE SHALL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT SHALL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE; FOR PIPES WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE OR PAINT SHALL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE.

30.2. DUCTILE IRON PIPE FOR WATER DISTRIBUTION MAINS SHALL CONFORM TO ANSI/AWWA STANDARD C151/A21.51 LATEST REVISION, "DUCTILE IRON PIPE CENTRIFUGALLY CAST IN METAL MOLDS OR SAND-LINED MOLDS" WITH A MINIMUM WALL THICKNESS OF CLASS 51 (PRESSURE CLASS 350) UNLESS OTHERWISE NOTED IN THE PLANS. DUCTILE IRON PIPE SHALL BE CEMENT LINED AND SEAL COATED IN ACCORDANCE WITH ANSI/AWWA STANDARD C104/A21.4 LATEST REVISION. THE PIPE SHALL BE ADAPTED FOR USE WITH CLASS 250 FITTINGS FOR ALL SIZES. WATER MAIN SHALL BE COLORED BLUE IN ACCORDANCE WITH FLORIDA STATE STATUTES.

30.3. DUCTILE IRON PIPE FOR SEWAGE FORCE MAINS SHALL CONFORM TO ANSI/AWWA STANDARD C151/A21.51 LATEST REVISION, "DUCTILE IRON PIPE CENTRIFUGALLY CAST IN METAL MOLDS OR SAND- LINED MOLDS" WITH A MINIMUM WALL THICKNESS OF CLASS 51 (PRESSURE CLASS 350) UNLESS OTHERWISE NOTED IN THE PLANS. DUCTILE IRON PIPE SHALL BE INTERIOR CERAMIC EPOXY LINED AND EXTERIOR COATED WITH THE MANUFACTURER'S COATING SYSTEM (PROTECTO 401 CERAMIC EPOXY WITH A MINIMUM DRY FILM THICKNESS OF 40 MILS AND AN OUTSIDE COATING OF EITHER COAL TAR EPOXY OR ASPHALT). CEMENT MORTARED LININGS ARE NOT APPROPRIATE FOR THIS APPLICATION.

30.4. ALL PIPE & FITTINGS ON THE LIFT STATION SITES SHALL BE DUCTILE IRON CONFORMING TO THE SAME SPECIFICATIONS AS ABOVE FOR SEWAGE FORCE MAINS EXCEPT THAT FLANGED DUCTILE IRON PIPE & FITTINGS SHALL BE USED INSIDE VALVE PITS AND WET WELLS. FLANGED PIPE AND FITTINGS SHALL CONFORM TO ANSI/AWWA C115/A21.15 LATEST REVISION AND ANSI/AWWA C110/A21.10 LATEST REVISION. THE FOLLOWING THICKNESS CLASSES SHALL BE ADHERED TO: 4" - 12" - CLASS 52, 14" & LARGER - CLASS 51.

30.5. PVC PRESSURE PIPE FOR SIZES 4" THROUGH 12" AND SHALL CONFORM TO ANSI/AWWA STANDARD C900 LATEST REVISION. PVC PRESSURE PIPE SHALL BE MADE FROM CLASS 12454-A OR CLASS 12454-B VIRGIN MATERIAL AND CONFORM WITH THE OUTSIDE DIAMETER OF CAST IRON PIPE WITH A MINIMUM WALL THICKNESS OF DR SERIES 18. ULTRA VIOLET DEGRADATION OR SUN BLEACHED PIPE WILL BE CAUSE FOR REJECTION. WATER MAIN SHALL BE COLORED BLUE IN ACCORDANCE WITH FLORIDA STATE STATUTES. FORCE MAIN SHALL BE IMPREGNATED WITH GREEN PIGMENT. REUSE MAIN SHALL BE IMPREGNATED WITH PURPLE PIGMENT.

30.6. DUCTILE IRON FITTINGS FOR WATER DISTRIBUTION MAINS SHALL CONFORM TO ANSI/AWWA STANDARD C110/A21.10 LATEST REVISION. FITTINGS 4" AND LARGER SHALL BE CEMENT LINED AND SEAL COATED IN ACCORDANCE WITH ANSI/AWWA STANDARD C104/A21.4 LATEST REVISION. WATER MAIN FITTING SHALL BE COLORED BLUE IN ACCORDANCE WITH FLORIDA STATE STATUTES.

30.7. CAST IRON AND DUCTILE IRON FITTINGS FOR SEWAGE FORCE MAINS SHALL CONFORM TO ANSI/AWWA STANDARD C110/A21.10 LATEST REVISION. FITTINGS 4" AND LARGER SHALL BE COATED IN ACCORDANCE WITH THE REQUIREMENTS OF DUCTILE IRON PIPE FOR SEWAGE FORCE MAINS.

30.8. JOINTS FOR BELL AND SPIGOT DUCTILE IRON PIPE AND FITTINGS SHALL CONFORM TO ANSI/AWWA STANDARD C111/A21.11 LATEST REVISION. MECHANICAL JOINT OR PUSH-ON JOINT TO BE RUBBER GASKET COMPRESSION-TYPE. SPECIAL FITTINGS AND JOINTS SHALL BE CONSIDERED FOR SPECIFIC INSTALLATION SUBJECT TO THE APPROVAL OF THE ENGINEER.

30.9. JOINTS FOR PVC PRESSURE PIPE SHALL BE BELL AND SPIGOT PUSH-ON RUBBER GASKET TYPE ONLY. NO SOLVENT WELD OR THREADED JOINTS WILL BE PERMITTED.

30.10. WATER DISTRIBUTION SYSTEM RESTRAINT: ALL FITTINGS AND SPECIFIC PIPE JOINTS SHALL BE RESTRAINED AS OUTLINED BELOW:

- JOINT RESTRAINT
- PUSH-ON P.V.C. EBAA IRON SERIES 1600
- PUSH-ON DIP EBAA IRON SERIES 1700
- TR-FLEX BY U.S. PIPE OR
- FLEX RING BY AMERICAN
- FITTINGS W/ DIP EBAA IRON SERIES 1100 MEGALUG
- FITTINGS W/ P.V.C. EBAA IRON SERIES 2000 MEGALUG
- LENGTH OF RESTRAINED PIPE SHALL BE AS INDICATED ON RESTRAINED JOINT PIPE DETAIL. (SEE WATER & SEWER DETAIL SHEET)

30.11. SEWAGE FORCE MAIN SYSTEM RESTRAINT: ALL FITTINGS AND SPECIFIC PIPE JOINTS SHALL BE RESTRAINED AS OUTLINED BELOW

- JOINT RESTRAINT
- PUSH-ON P.V.C. EBAA IRON SERIES 1600
- PUSH-ON DIP EBAA IRON SERIES 1700
- TR-FLEX BY U.S. PIPE OR
- FLEX RING BY AMERICAN
- FITTINGS W/ DIP EBAA IRON SERIES 1100 MEGALUG
- FITTINGS W/ P.V.C. EBAA IRON SERIES 2000 MEGALUG
- LENGTH OF RESTRAINED PIPE SHALL BE AS INDICATED ON RESTRAINED JOINT PIPE DETAIL. (SEE WATER & SEWER DETAIL SHEET)

30.12. WATER DISTRIBUTION VALVES SHALL BE GATE VALVES, IRON BODY, FULLY RESILIENT SEAT BRONZED MOUNTED NON-RISING STEM, RATED AT 200 PSI AND CONFORMING TO ANSI/AWWA C509 LATEST REVISION, AND SHALL HAVE MECHANICAL JOINTS.

30.12.1.1. GATE VALVES 4" AND LARGER SHALL BE MUELLER A-2361/2362, AMERICAN 250 LINE OR CLOW F-6100, CONFORMING TO ANSI/AWWA C500 LATEST REVISION OR APPROVED EQUAL.

30.12.1.2. TAPPING VALVES SHALL BE MUELLER T-2361/2362 OR APPROVED EQUAL.

30.12.1.3. GATE VALVES 3" OR LESS SHALL BE NIBCO T-133 OR T-136 WITH MALLEABLE HAND WHEELS OR APPROVED EQUAL.

30.13. TAPPING SLEEVES SHALL BE MUELLER H615, CLOW F- 2505 OR APPROVED EQUAL.

30.14. VALVE BOXES SHALL BE U.S. FOUNDRY 7500 OR APPROVED EQUAL PAINTED BLUE WITH THE DESIGNATION "WATER".

30.15. RETAINER GLANDS FOR DIP SHALL CONFORM TO ANSI/AWWA C111/A21.11 LATEST REVISION. ALL GLANDS SHALL BE MANUFACTURED FROM DUCTILE IRON AS LISTED BY UNDERWRITERS LABORATORIES FOR 250 PSI MINIMUM WATER PRESSURE RATING. CLOW CORPORATION MODEL F-1058, STANDARD FIRE PROTECTION EQUIPMENT COMPANY OR APPROVED EQUAL.

30.16. DRESSER COUPLINGS SHALL BE REGULAR BLACK COUPLINGS WITH PLAIN GASKETS FOR GALVANIZED STEEL PIPE. THEY SHALL BE DRESSER STYLE 90. NO SUBSTITUTIONS ALLOWED.

30.17. FIRE HYDRANTS SHALL BE MUELLER CENTURION TRAFFIC TYPE A-423 WITH 5 1/4" INTERNAL VALVE OPENING OR APPROVED EQUAL. PUMPER NOZZLE TO BE 18" FROM FINISHED GRADE. ALL HYDRANTS TO BE INSTALLED WITH CONTROL VALVE. RETAINER GLANDS ARE PREFERRED FOR RESTRAINING. FIRE HYDRANT SHALL COMPLY WITH ANSI/AWWA C502 LATEST REVISION. FIRE HYDRANTS SHALL BE PAINTED IN ACCORDANCE WITH NFPA #291 OR PER AGENCY STANDARDS HAVING JURISDICTION. BLUE RAISED REFLECTIVE PAVEMENT MARKER (RPM) SHALL BE USED TO IDENTIFY FIRE HYDRANT LOCATION. THE PLACEMENT OF THE RPM TO BE AT THE CENTERLINE OF THE OUTSIDE ROADWAY LANE.

30.18. SEWAGE FORCE MAIN VALVES SHALL BE PLUG VALVES WHICH SHALL BE OF THE NON-LUBRICATED, ECCENTRIC TYPE WITH RESILIENT FACED PLUGS, PORT AREAS FOR VALVES 20 INCHES AND SMALLER SHALL BE AT LEAST 80% OF FULL PIPE AREA. PORT AREA OF VALVES 24 INCHES AND LARGER SHALL BE AT LEAST 70% OF FULL PIPE AREA. THE BODY SHALL BE OF SEMI-STEEL (ASTM A-126 C1.B) AND SHALL HAVE BOLTED BONNET WHICH GIVES ACCESS TO THE INTERNALS OF THE VALVE. SEATS SHALL BE WELDED OVERLAY OF HIGH NICKEL CONTENT OR A STAINLESS STEEL PLATE LOCKED IN THE BODY CAVITY. IF A PLATE IS USED, IT SHALL BE REPLACEABLE THROUGH THE BONNET ACCESS. BEARINGS SHALL BE PERMANENTLY LUBRICATED OF STAINLESS STEEL, BRONZE OR TEFLON LINED, FIBER GLASS BACKED DURALON. BEARING AREAS SHALL BE ISOLATED FROM THE FLOW WITH GRIT SEALS. VALVES SHALL HAVE PACKING BONNETS WHERE THE SHAFT PROTRUDES FROM THE VALVE AND THE PACKING SHALL BE SELF-ADJUSTING CHEVRON TYPE WHICH CAN BE REPLACED WITHOUT REMOVING THE BONNET. ALL NUTS, BOLTS, SPRINGS AND WASHERS SHALL BE STAINLESS STEEL.

30.19. PLUG VALVES SHALL BE DESIGNED FOR A WORKING PRESSURE OF 150 PSI THE VALVE AND ACTUATOR SHALL BE CAPABLE OF SATISFACTORY OPERATION IN EITHER DIRECTION OF FLOW AGAINST PRESSURE DROPS UP TO AND INCLUDING 100 PSI (FOR PLUG VALVES OVER 12" IN DIAMETER). VALVES SHALL BE BUBBLE TIGHT IN BOTH DIRECTIONS AT 100 PSI DIFFERENTIAL. PLUG VALVES OVER 12" IN DIAMETER SHALL HAVE WORM GEAR OPERATORS. THE OPERATING MECHANISM SHALL BE FOR BURIED SERVICE WITH A 2 INCH SQUARE OPERATING NUT.

30.20. PLUG VALVES ARE TO BE INSTALLED WITH THE SEAT POINTED TOWARDS THE UPSTREAM FLOW, WHEN SPECIFIED.

30.21. SWING CHECK VALVES FOR WATER, SEWAGE, SLUDGE, AND GENERAL SERVICE SHALL BE OF THE OUTSIDE LEVER AND SPRING OR WEIGHT TYPE, IN ACCORDANCE WITH ANSI/AWWA C 508 LATEST REVISION SWING-CHECK VALVES FOR WATERWORKS SERVICE, 2" THROUGH 24" NPS, UNLESS OTHERWISE INDICATED, WITH FULL-OPENING PASSAGES, DESIGNED FOR A WATER-WORKING PRESSURE OF 150 PSI THEY SHALL HAVE A FLANGED COVER PIECE TO PROVIDE ACCESS TO THE DISC.

30.22. HIGH DENSITY POLYETHYLENE PIPE (HDPE) FOR WATER DISTRIBUTION MAINS SHALL CONFORM TO AWWA C906 STANDARD, LATEST REVISION. PIPES SHALL BE COLOR-CODED BLUE, MINIMUM 40 FEET STANDARD LENGTHS.

31. SERVICE CONNECTION:

31.1. SERVICE SADDLES SHALL BE FUSION BONDED PLASTIC COATED DUCTILE IRON (ASTM A536) WITH STAINLESS STEEL STRAPS, SADDLES SHALL BE DOUBLE STRAP TYPE.

31.2. SERVICE LINES SHALL BE POLYETHYLENE (PE 3408), 200 P.S.I RATED, DR9. PIPE JOINTS SHALL BE OF THE COMPRESSION TYPE TOTALLY CONFINED GRIP SEAL AND COUPLING NUT.

31.3. CORPORATION STOPS SHALL BE MANUFACTURED OF BRASS ALLOY IN ACCORDANCE WITH ASTM B-62 WITH THREADED ENDS, AS MANUFACTURED BY FORD BALLCORP, CATALOG # 1100 OR APPROVED EQUAL.

31.4. CURB STOPS SHALL BE FORD V63-44W-X* LATEST REVISION OR APPROVED EQUAL.

31.5. METER STOPS SHALL BE 90 DEGREE LOCKWING TYPE AND SHALL BE OF BRONZE CONSTRUCTION IN ACCORDANCE FV63-777W" LATEST REVISION WITH ASTM B-62. METER STOPS SHALL BE CLOSED BOTTOM DESIGN AND RESILIENT "0" RING SEALED AGAINST EXTERNAL LEAKAGE AT THE TOP. STOPS SHALL BE EQUIPPED WITH A METER COUPLING NUT ON THE OUTLET SIDES, AS MANUFACTURED BY FORD OR APPROVED EQUAL.

32. INSTALLATION:

32.1. WHERE RESTRAINED PIPE JOINTS ARE REQUIRED DUE TO FITTINGS, APPURTENANCES, ETC., PIPE MATERIAL SHALL BE DIP

32.2. ALL PVC PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE UNI-BELL PLASTIC PIPE ASSOCIATION "GUIDE FOR INSTALLATION OF PVC PRESSURE PIPE FOR MUNICIPAL WATER DISTRIBUTION SYSTEM," AND ANSI/AWWA C605-XX LATEST REVISION STANDARD.

32.3. ALL DIP SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/ C600-XX LATEST REVISION.

32.4. ALL WATER MAINS SHALL TYPICALLY BE LAID WITH A MINIMUM 36" COVER FOR PVC AND 30" COVER FOR DIP.

32.5. DETECTOR TAPE SHALL BE LAID 18 INCHES ABOVE ALL WATER AND SEWER LINES. A 14 GAUGE MULTI-STRAND WIRE SHALL BE ATTACHED TO ALL NONCONDUCTIVE WATER MAINS TO FACILITATE LOCATION. AN EXTRA 4 FEET OF WIRE SHALL BE PROVIDED AT ALL VALVES, BLOW-OFFS, HYDRANTS, ETC. THE WIRE SHALL BE TESTED FOR CONTINUITY AT THE PRESSURE TEST.

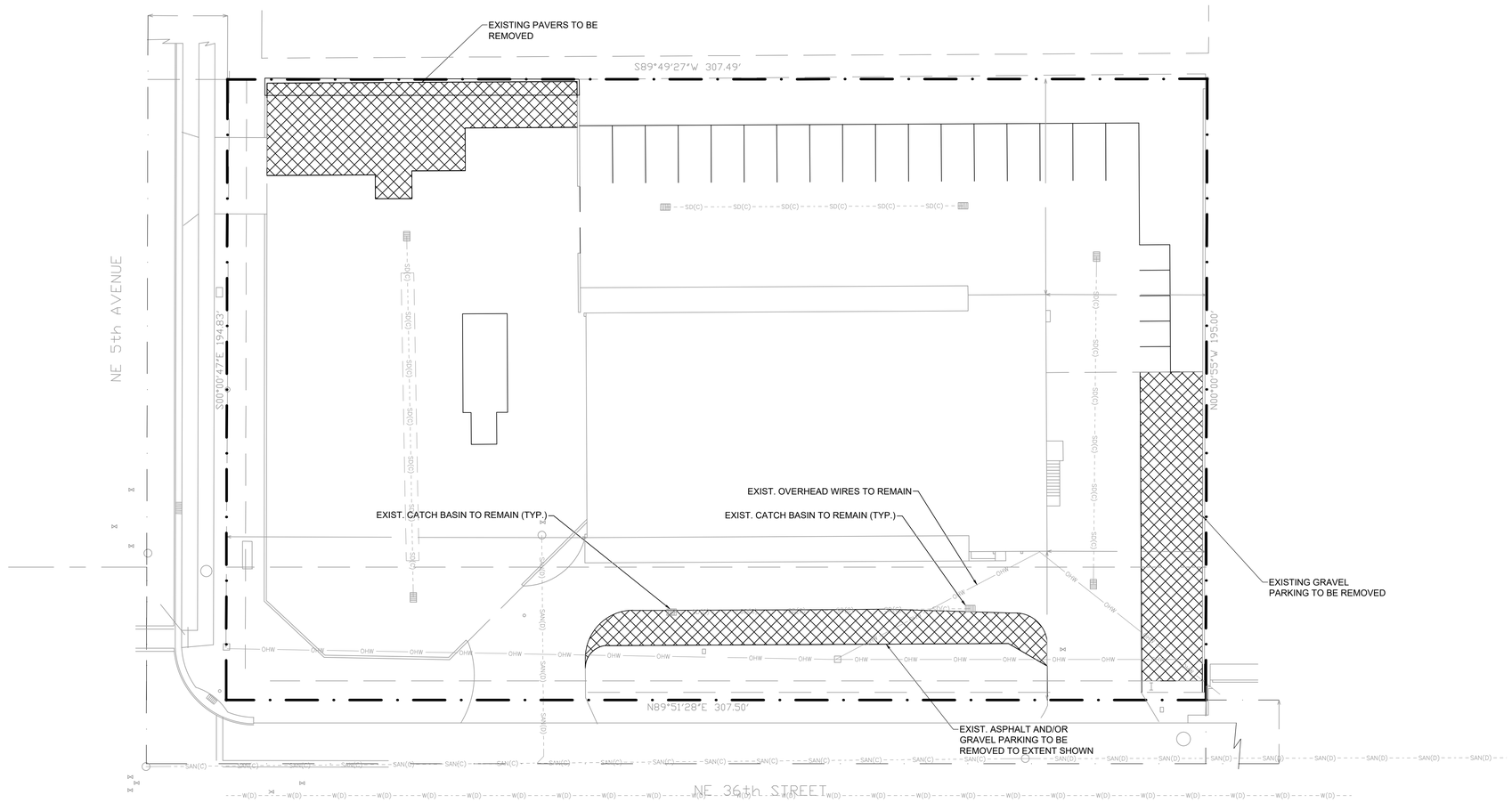
32.6. PIPE DEFLECTION SHALL NOT EXCEED 50% OF THE MAXIMUM DEFLECTION RECOMMENDED BY THE MANUFACTURER.

32.7. A CONTINUOUS AND UNIFORM BEDDING SHALL BE PROVIDED. BACKFILL MATERIAL SHALL BE PLACED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

32.8. ALL VALVES SHALL BE INSTALLED WITH ADJUSTABLE CAST IRON VALVE BOXES WITH THE WORD "WATER" OR "SEWER", AS APPLICABLE, CAST IN THE COVER. U.S. FOUNDRY OR APPROVED EQUAL.

33. TESTING:

33.1. BEFORE ANY PHYSICAL CONNECTIONS AND ACCEPTANCE FOR OPERATION TO THE EXISTING WATER MAINS ARE MADE, THE COMPLETE WATER SYSTEM SHALL BE FLUSHED, PRESSURE TESTED AND DISINFECTED. COPIES OF PASSING BACTERIOLOGICAL RESULTS AND PRESSURE TEST RESULTS MUST BE SUBMITTED TO, AND APPROVED BY, THE ENGINEER, UTILITY OWNER, AND HEALTH DEPARTMENT. HYDROSTATIC TESTING OF NEW MAINS SHALL BE PERFORMED AT A MINIMUM STARTING PRESSURE OF 150 PSI FOR TWO HOURS IN ACCORDANCE WITH ANSI/AWWA C600-05 (HYDROSTATIC TEST). THE PRESSURE TEST SHALL NOT VARY MORE THAN 5 PSI DURING THE TEST. THE ALLOWABLE LEAKAGE DURING THE PRESSURE TEST SHALL BE LESS THAN THE NUMBER OF GALLONS P



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GRAPHIC SCALE
0 20 40
SCALE: 1" = 20 '

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

BUILDING DEMOLITION NOTES

1. CONTRACTOR TO DEMOLISH EVERYTHING WITHIN THE LIMITS OF CONSTRUCTION UNLESS OTHERWISE NOTED

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REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN NOT FOR CONSTRUCTION

THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS.

RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.

ISSUE DATE:	06/02/2026
DESIGNED BY:	JC
DRAWN BY:	JC
CHECKED BY:	JA / NW
BID-CONTRACT:	

NILES T. WARRICK, P.E.
FLORIDA REG. NO. 94320
(FOR THE FIRM)

CLIENT

36TH AND FIFTH CORP

PROJECT

3600 NE 5TH AVENUE OAKLAND PARK, FL

SHEET TITLE

DEMOLITION PLAN

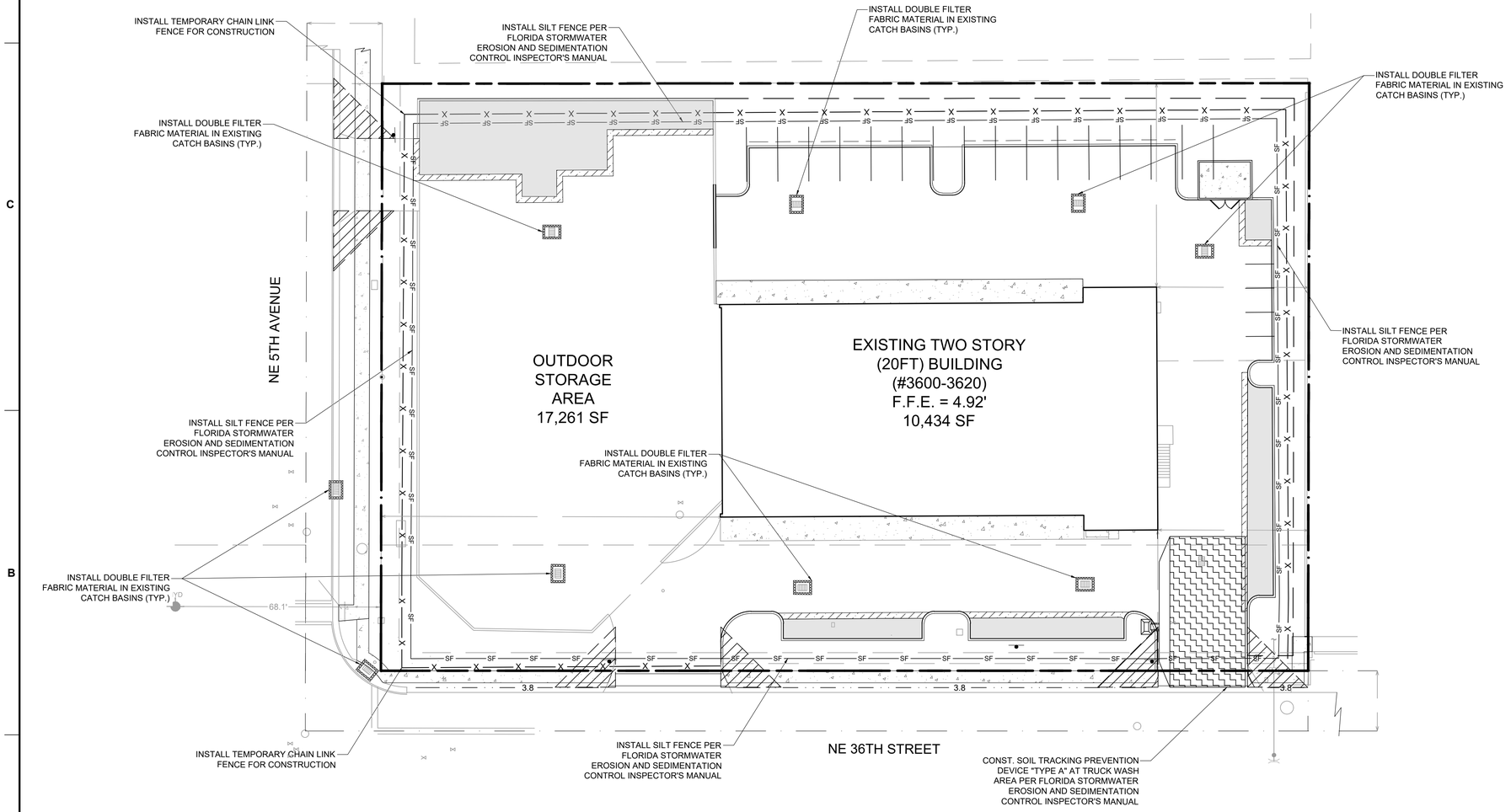
SHEET NUMBER **CD-101**

PROJECT NUMBER **16098.00**

STATUS: PRELIMINARY

Plotted by: cdelanoy On 8/10/2026 4:26 PM

Drawing name: H:\16098.00 - 3600 NE 5th Avenue, Oakland Park - SVN Commercial Realty\Engineering\Cad\16098.00-CD-1XX.dwg



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GRAPHIC SCALE
0 20 40
SCALE: 1" = 20 '

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

GENERAL NOTES:

1. THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROL AND SEDIMENTATION CONTROL MEASURES IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN FLORIDA (HEREAFTER REFERRED TO AS FL GUIDELINES).
2. MAINTENANCE MEASURES SHALL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION PERIOD. AFTER EACH RAINFALL, A VISUAL INSPECTION SHALL BE MADE OF ALL INSTALLED EROSION CONTROL MEASURES AND REPAIRS SHALL BE CONDUCTED TO ENSURE THEIR CONTINUING FUNCTION AS DESIGNED.
3. ALL EXISTING/NEW CATCH BASIN, INLETS, STORM SEWER MANHOLES STRUCTURES WITHIN THE WORK AREAS, ETC. SHALL BE PROTECTED DURING CONSTRUCTION OPERATIONS FROM SEDIMENT RUNOFF AND DEBRIS BY PLACING A FILTER FABRIC MATERIAL IN THE FRAME AND GRATE/MANHOLE COVER. PREVENTIVE METHODS MUST BE UTILIZED AROUND THESE STRUCTURES (DURING CONSTRUCTION OPERATIONS) BY GRADING TO DRAIN AWAY FROM STRUCTURES AND ANY OTHER METHODS APPROVED BY THE AGENCY HAVING JURISDICTION OR DESIGN ENGINEER OF RECORD.
4. THE CONTRACTOR SHALL INSTALL A SOIL TRACKING PREVENTION DEVICE AS PER THE FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL. THE CONTRACTOR SHALL TAKE MEASURES TO INSURE THE CLEANUP OF SEDIMENTS THAT HAVE BEEN TRACKED BY VEHICLES OR HAVE BEEN TRANSPORTED BY WIND OR STORM WATER ABOUT THE SITE OR ONTO NEARBY ROADWAYS. STABILIZED CONSTRUCTION ENTRANCES AND CONSTRUCTION ROADS, IF APPROPRIATE, SHALL BE IMPLEMENTED IN ORDER TO REDUCE OFFSITE TRACKING.
5. ALL AREAS OF DISTURBANCE THAT ARE NOT WITHIN BUILDING OR PAVEMENT LIMITS SHALL BE SODDED, REFER TO LANDSCAPE PLANS FOR SOD SPECIFICATION AND REQUIREMENTS.
6. REMOVE ALL EROSION CONTROL IMPROVEMENTS AFTER ALL DISTURBED AREAS ARE STABILIZED WITH THE FINAL GROUND COVER.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR READING AND FAMILIARIZING THEMSELVES WITH ALL THE PERMITS PREVIOUSLY ACQUIRED FOR THIS PROJECT. THE CONDITIONS OUTLINED IN THE PERMITS ARE IN FORCE AND FULL EFFECT AS PART OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL WORK ASSOCIATED WITH THIS PROJECT IS IN COMPLIANCE WITH ALL OF THE REQUIREMENTS OF THESE PERMITS.
8. THE CONTRACTOR WILL BE RESPONSIBLE FOR ACQUIRING A VALID NPDES PERMIT. UNLESS SUCH PERMIT IS DETERMINED TO BE NON-APPLICABLE BY REGULATORY AGENCY HAVING PROPER JURISDICTION REGARDING THIS MATTER.

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REVISIONS

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CLIENT

36TH AND FIFTH CORP

PROJECT

3600 NE 5TH AVENUE OAKLAND PARK, FL

SHEET TITLE

EROSION CONTROL PLAN

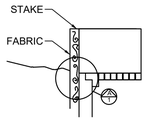
SHEET NUMBER CG-101

PROJECT NUMBER 16098.00

STATUS: PRELIMINARY

Plotted by: cdelanoy On 8/10/2026 4:26 PM

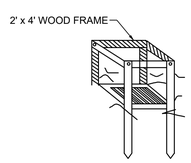
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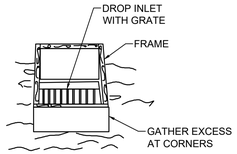
ELEVATION OF STAKE AND FABRIC ORIENTATION



DETAIL A



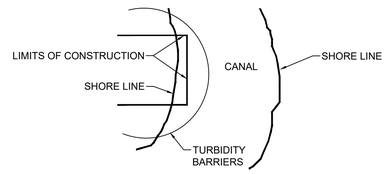
PERSPECTIVE VIEW



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPE NO GREATER THAN 5%) WHERE THE INLET SHEET OR OVERLAND FLOWS (NOT EXCEEDING 1 C.F.S.) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS

FILTER FABRIC DROP INLET SEDIMENT FILTER

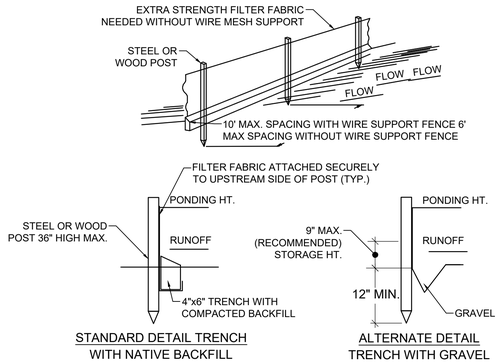


NOTES:
1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT WATERBODIES REGARDLESS OF DEPTH.
2. TURBIDITY BARRIERS FOR FLOATING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING, OR STAKED TYPES OR ANY COMBINATIONS OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPE(S) WILL BE AT THE CONTRACTORS OPTION UNLESS OTHERWISE SPECIFIED IN THE PLANS. POSTS IN STAKED TURBIDITY BARRIER TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY THE ENGINEER, CITY AND/OR DRAINAGE DISTRICT.

FLOATING TURBIDITY BARRIERS

EROSION CONTROL GENERAL NOTES

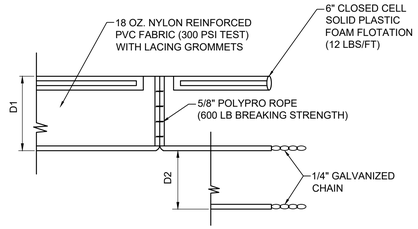
1. SILT FENCE AND TURBIDITY BARRIERS MUST REMAIN IN PLACE AND BE MAINTAINED AT ALL LOCATIONS SHOWN IN THE DRAWING UNTIL CONSTRUCTION ID COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN.
2. CONTRACTOR SHALL SUBMIT SCHEDULE FOR THE INSTALLATION, INSPECTION AND MAINTENANCE THE EROSION CONTROLS FEATURES AS SHOWN IN THE DRAWINGS OR AS DIRECTED BY THE DESIGN ENGINEER. THE SCHEDULE SHALL SPECIFICALLY INDICATE THE SEQUENCE OF CLEARING, EARTH WORK OPERATIONS, AND WHEN THE EROSION CONTROL FEATURE WILL BE INSTALLED, INSPECTED, AND MAINTAINED. IT SHALL ALSO INCLUDE METHODS TO PREVENT POLLUTION OF STREAM, LAKES, TIDAL WATERS, CANALS, AND IMPOUNDMENTS. ESTABLISHED.



STANDARD DETAIL TRENCH WITH NATIVE BACKFILL

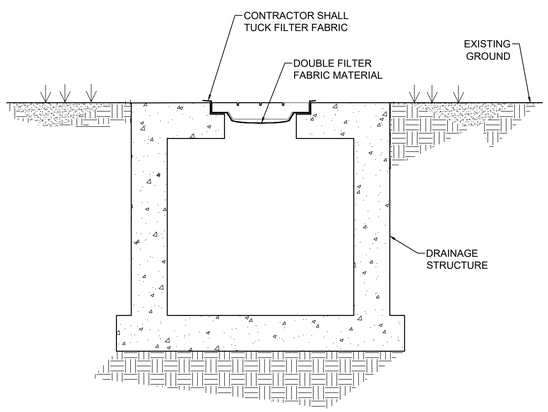
ALTERNATE DETAIL TRENCH WITH GRAVEL

SILT FENCE

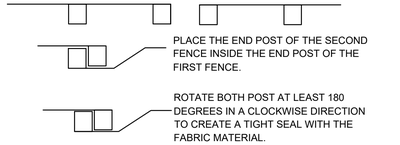


NOTE:
D1 = 5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS)
D2 = 5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5')
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10'.
TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10' PER THE FLORIDA STORMWATER, EROSION, AND SEDIMENTATION CONTROL INSPECTOR MANUAL.

FLOATING TURBIDITY BARRIERS TYP. SECTION

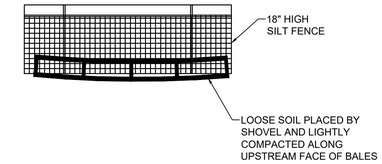


INLET / MANHOLE PROTECTION DETAIL



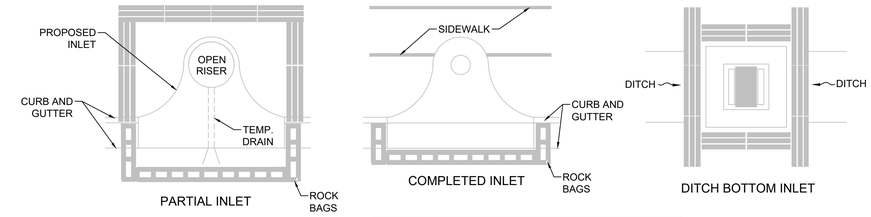
NOTES:
1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

ATTACHING TWO SILT FENCES



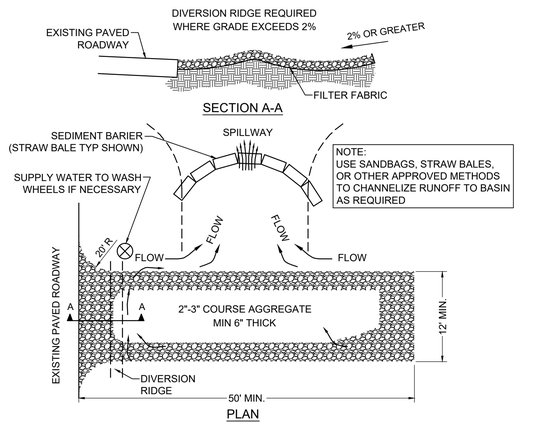
NOTES:
1. DO NOT CONSTRUCT SILT FENCES ACROSS PERMANENT FLOWING COURSES. SILT FENCES ARE TO BE PLACED AT UPLAND LOCATIONS.
2. BALES TO BE STAKED PER THE FLORIDA STORMWATER, EROSION, AND SEDIMENTATION CONTROL INSPECTOR MANUAL.
3. WHERE THE SILT FENCE IS USED AS SLOPE PROTECTION, IT IS TO BE CONSTRUCTED ON 0% LONGITUDINAL GRADE TO AVOID CHANNELIZING RUNOFF ALONG THE LENGTH OF THE FENCE.

BALES BACKED BY SILT FENCE



NOTE:
1. ANCHOR BALES WITH 2 STAKES PER BALE.
2. WHEN USED IN CONJUNCTION WITH A SILT FENCE, BALES SHALL BE PLACED ON THE UPSTREAM SIDE OF THE FENCE.

PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



NOTE:
USE SANDBAGS, STRAW BALES, OR OTHER APPROVED METHODS TO CHANNELIZE RUNOFF TO BASIN AS REQUIRED

NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

KEITH
301 East Atlantic Blvd.
Pompano Beach, FL 33060
PH: (954) 788-3400
Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
Florida Landscape Architecture Business License: LC26000457

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN NOT FOR CONSTRUCTION

THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS.

RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.

ISSUE DATE:	06/02/2026
DESIGNED BY:	JC
DRAWN BY:	JC
CHECKED BY:	JA / NW
BID-CONTRACT:	

NILES T. WARRICK, P.E.
FLORIDA REG. NO. 94320
(FOR THE FIRM)

CLIENT

36TH AND FIFTH CORP

PROJECT

3600 NE 5TH AVENUE OAKLAND PARK, FL

SHEET TITLE

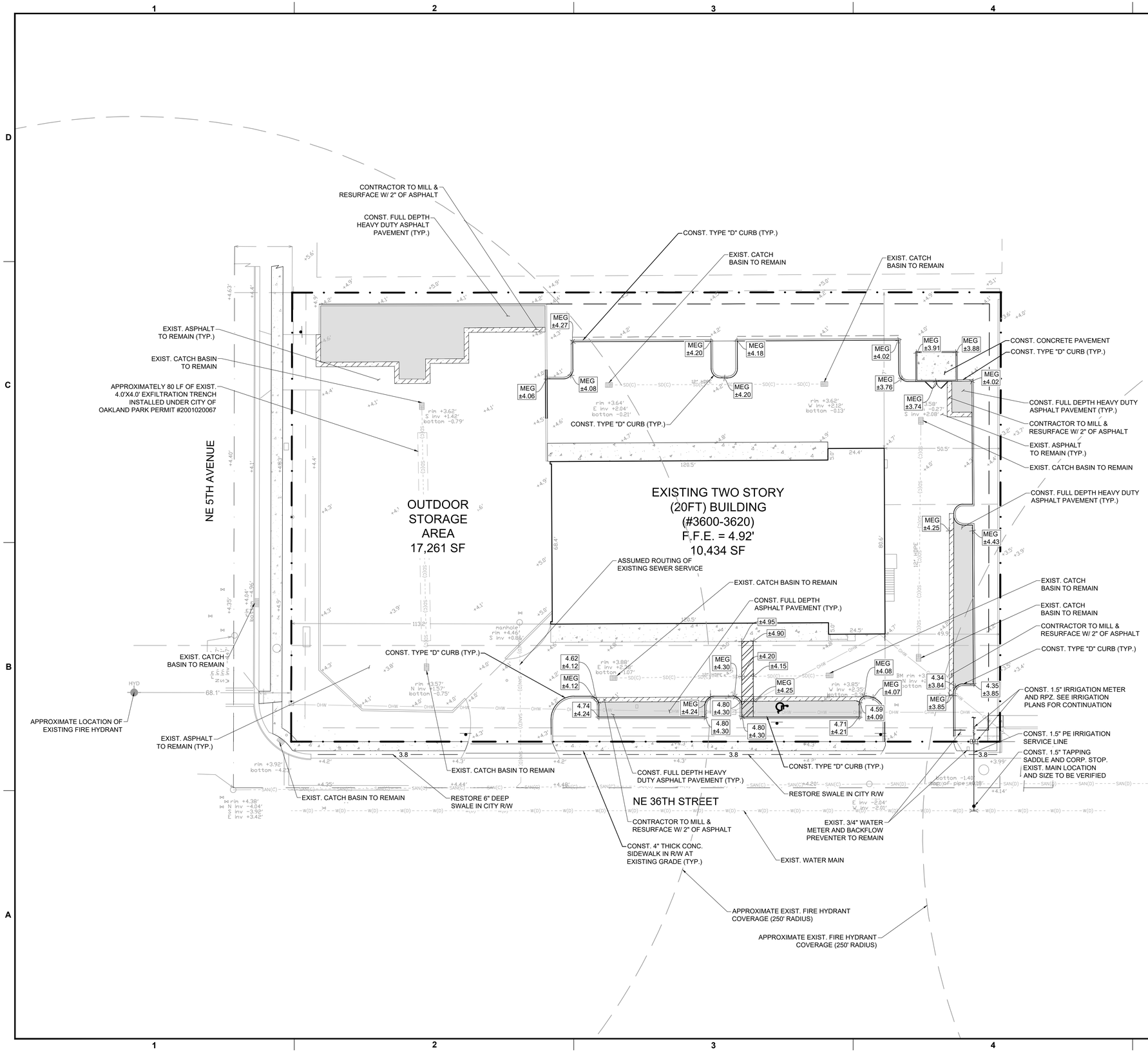
EROSION CONTROL DETAILS

SHEET NUMBER	CG-501
PROJECT NUMBER	16098.00

STATUS: PRELIMINARY

Plotted by: cdolanoy On 8/10/2026 4:26 PM

Drawing name: H:\16098.00 - 3600 NE 6th Avenue, Oakland Park - SVN Commercial Realty\Engineering\Cadd\16098.00-CG-5XX.dwg



N

GRAPHIC SCALE
0 20 40
SCALE: 1" = 20 '

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

NOTE:
ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). BASED ON THE SURVEY PREPARED BY DENI LAND SURVEYORS, INC.

NOTE:
THE PROPERTY IS LOCATED WITHIN FLOOD ZONE AE WITH A BASE FLOOD ELEVATION OF 6 FEET, AS SHOWN ON F.I.R.M. NUM. 12011C0367J, BEARING A MAP EFFECTIVE DATE OF 07/31/2024.

KEITH
301 East Atlantic Blvd.
Pompano Beach, FL 33060
PH: (954) 788-3400
Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
Florida Landscape Architecture Business License: LC26000457

REVISIONS

NO.	DESCRIPTION	DATE

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FLORIDA REG. NO. 94320
(FOR THE FIRM)

CLIENT

36TH AND FIFTH CORP

PROJECT

3600 NE 5TH AVENUE OAKLAND PARK, FL

SHEET TITLE

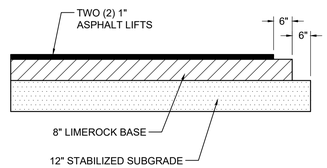
PAVING, GRADING, DRAINAGE, AND UTILITY PLAN

SHEET NUMBER	CP-101
PROJECT NUMBER	16098.00

Plotted by: cdelanoy On 8/10/2026 4:26 PM

Drawing name: H:\16098.00 - 3600 NE 5th Avenue, Oakland Park - SVN Commercial Realty\Engineering\Cadd\16098.00-CP-1XX.dwg

STATUS: PRELIMINARY



ASPHALTIC CONCRETE VEHICULAR:
FIRST LIFT - 1" FDOT - SP 9.5 (FINE MIX). SECOND (FINAL) LIFT - 1" FDOT - SP 9.5 (FINE MIX). ASPHALT SURFACE COURSE SHALL CONFORM TO THE REQUIREMENTS OF FDOT STANDARDS SPECIFICATIONS SECTIONS 330 AND 334. SECOND LIFT OF ASPHALT SHALL NOT BE PLACED UNTIL FINAL LANDSCAPE/HARDSCAPE HAS BEEN INSTALLED.

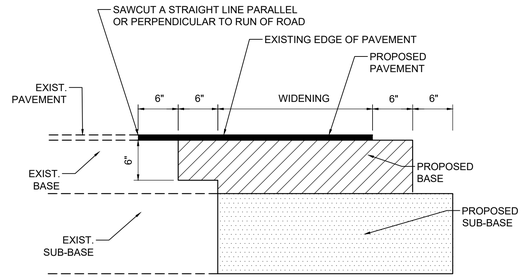
PRIME AND TACK COAT:
LIMEROCK BASE COURSE SHALL CONFORM TO THE REQUIREMENTS OF FDOT STANDARDS SPECIFICATIONS SECTION 300.
APPLICATION RATES:
PRIME COAT - 0.10 GALLONS PER SQ. YD.
TACK COAT - 0.08 GALLONS PER SQ. YD.

BASE:
8" LIMEROCK BASE COMPACTED TO 98% OF MAXIMUM DENSITY (AASHTO T-180), LIMEROCK BASE TO CONFORM WITH THE REQUIREMENTS OF FDOT SPECIFICATIONS SECTIONS 200 AND 911.

SUBGRADE:
12" STABILIZED SUBGRADE COMPACTED TO 98% OF MAXIMUM DENSITY (AASHTO T-180); MINIMUM LBR = 40.

1 HEAVY DUTY ASPHALT PAVEMENT DETAIL

NOT TO SCALE



2 SAWCUT WIDENING DETAIL

NOT TO SCALE

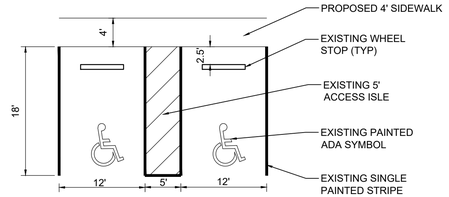
	SPACING OF REQUIRED ROADWAY, PARKING AREA, AND UTILITY TRENCH TESTS							
	Proctor Maximum Density		L.B.R.		DENSITY / Per Lift		THICKNESS	
	MAX. SPACING		MAX. SPACING		MAX. SPACING		MAX. SPACING	
	LIN. FEET	SQ. FEET	LIN. FEET	SQ. FEET	LIN. FEET	SQ. FEET	LIN. FEET	SQ. FEET
COMPACTED OR STABILIZED SUBGRADE	1000	12,000	1000	12,000	500	6,000	200	2,400
LIMEROCK BASE	4000	24,000	--	--	500	6,000	200	2,400
ASPHALT	--	--	--	--	1500	18000	Every 200 Tons	
UTILITY TRENCH	One per Soil Type		--	--	500	6,000	--	--
Embankment / Backfill	One per Soil Type		--	--	500	6,000	--	--

ALL TESTING SHALL BE TAKEN IN A STAGGERED SAMPLING PATTERN FROM A POINT 12" INSIDE THE LEFT EDGE OF THE ITEM TESTED TO THE CENTER, TO A POINT 12" INSIDE THE RIGHT EDGE. A MINIMUM OF 2 TESTS SHALL BE TAKEN INCLUDING UTILITY TRENCHES AND ROADWAY RESTORATION. SEE FDOT STANDARD SPECIFICATIONS FOR FURTHER DETAILS AND REQUIREMENTS.

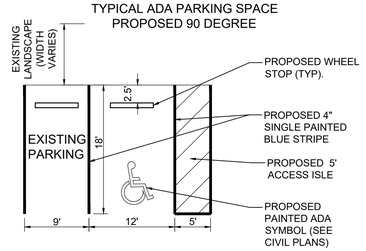
4 COMPACTION TEST SCHEDULE

NOT TO SCALE

TYPICAL ADA PARKING SPACE
EXISTING 90 DEGREE

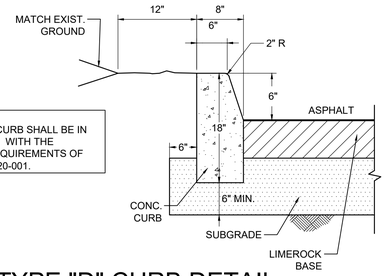


TYPICAL ADA PARKING SPACE
PROPOSED 90 DEGREE



6 TYPICAL ADA PARKING SPACE DETAIL

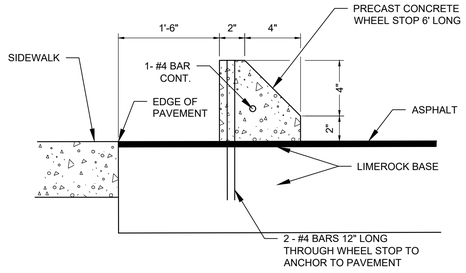
NOT TO SCALE



NOTE:
ALL TYPE "D" CURB SHALL BE IN ACCORDANCE WITH THE STANDARD REQUIREMENTS OF FDOT INDEX 520-001.

3 TYPE "D" CURB DETAIL PER FDOT INDEX No. 520-001

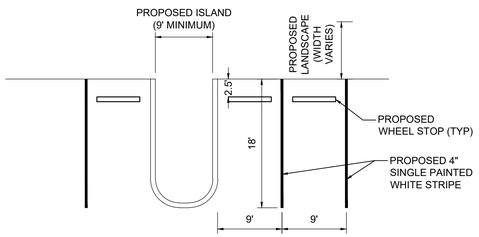
NOT TO SCALE



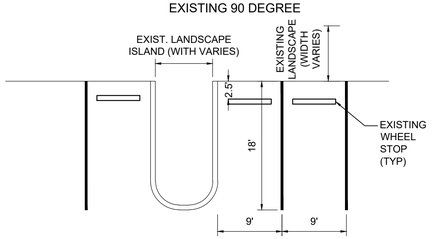
5 WHEEL STOP DETAIL

NOT TO SCALE

TYPICAL STANDARD PARKING SPACE
PROPOSED 90 DEGREE

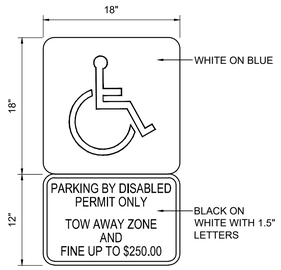


TYPICAL STANDARD PARKING SPACE
EXISTING 90 DEGREE



7 TYPICAL STANDARD PARKING SPACE DETAIL

NOT TO SCALE

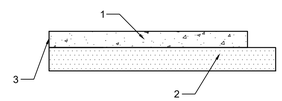


NOTES:

1. TOP PORTION OF SIGN SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. SIGN MAY BE FABRICATED ON ONE PANEL OR TWO.
4. SIGNS ARE TO BE MOUNTED AT A HEIGHT OF 5 FT. MINIMUM FROM PAVEMENT TO BOTTOM OF SIGN.

8 HANDICAP PARKING SIGN DETAIL

NOT TO SCALE



1. CONCRETE VEHICULAR COURSE:
   8" - 3,000 PSI CONCRETE PER FDOT STANDARD SPECIFICATIONS SECTION 346 AND 350.
2. STABILIZED SUBGRADE:
   12" SUBGRADE COMPACTED TO 98% OF MAXIMUM DENSITY (AASHTO T-180). MINIMUM LBR = 40. GROUND ADJACENT TO PAVEMENT HAVING RUNOFF SHALL BE GRADED TWO INCHES LOWER THAN THE EDGE OF PAVEMENT TO ALLOW FOR THE PLACEMENT OF SOD.
3. SAWED JOINTS:
   3/16" SAW CUT, 1½" DEEP (WITHIN 12 HOURS), MAX. 15' O.C., AND MIN.3' PARALLEL TO THE EDGE OF PAVEMENT.

9 CONCRETE PAVEMENT DETAIL

NOT TO SCALE

KEITH
301 East Atlantic Blvd.
Pompano Beach, FL 33060
PH: (954) 788-3400
Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
Florida Landscape Architecture Business License: LC26000457

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN NOT FOR CONSTRUCTION

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NILES T. WARRICK, P.E.
FLORIDA REG. NO. 94320
(FOR THE FIRM)

CLIENT

36TH AND FIFTH CORP

PROJECT

3600 NE 5TH AVENUE OAKLAND PARK, FL

SHEET TITLE

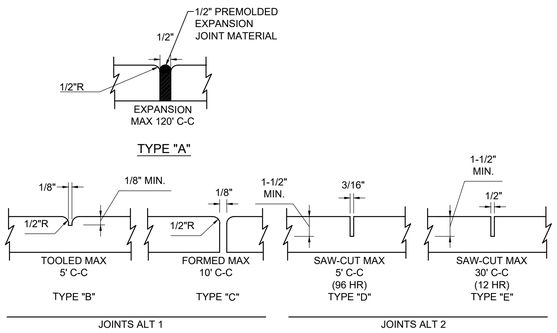
PAVING, GRADING, AND DRAINAGE DETAILS

SHEET NUMBER	CP-501
PROJECT NUMBER	16098.00

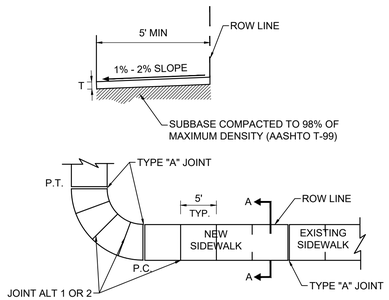
STATUS: PRELIMINARY

Plotted by: cdolanoy On 8/10/2026 4:26 PM

Drawing name: H:\16098.00 - 3600 NE 6th Avenue, Oakland Park - SVN Commercial Realty\Engineering\Cadd\16098.00-CP-5XX.dwg



CONCRETE PAVEMENT & SIDEWALK JOINTS



SIDEWALK PLAN

NOTES:
1. Sidewalk construction is to comply with the latest FDOT standards for sidewalks and ADA curb ramps, per FDOT index 522-001 and 522-002.
2. Provide either joint alternate 1 or 2. If using joint alternate 2: construct type "E" joints at not more than 30' intervals - within 12 hours after finishing, construct 1/2" expansion, provide joint type "A", with non-rising performed joint filler at not more than 120' intervals, construct remaining joints within 96 hours after finishing.
3. Provide 1/2" expansion joint type "A", with non-rising performed joint filler where concrete pavement abuts concrete curbs, driveways and other fixed objects.
4. Sidewalk thickness shall be 4" thick unless otherwise noted. Thickness shall be 6" through driveways and on all commercial sidewalk applications.
5. The use of steel reinforcement is not permitted.
6. Concrete to be 3,000 psi in 28 days.
7. Cure all concrete with approved method.
8. Sidewalk foundation shall be compacted to a firm, even surface, true to grade and cross section, and shall be moist at the time concrete is placed.
9. All construction shall conform to local construction codes and standards.
10. Sidewalk slopes shall meet the requirements of the Americans with Disabilities Act. Minimum transverse slope 0.01 ft./ft. And maximum transverse slope 0.02 ft./ft. toward swale or gutter. Longitudinal slope shall conform to ADA requirements.
11. The vertical deviation for a new sidewalk shall not be more than ½".
12. The vertical deviation for a new maintenance access structure cover shall not be more than ¼".
13. Where truncated domes are used, stamped concrete is not permitted. Truncated domes to be cast with the concrete.
14. Sidewalk shall have a transverse hair broom finish.

10 SIDEWALK DETAIL

NOT TO SCALE

KEITH
301 East Atlantic Blvd.
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PH: (954) 788-3400
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(FOR THE FIRM)

CLIENT

36TH AND FIFTH CORP

PROJECT

3600 NE 5TH AVENUE OAKLAND PARK, FL

SHEET TITLE

PAVING, GRADING, AND DRAINAGE DETAILS

SHEET NUMBER	CP-502
PROJECT NUMBER	16098.00

STATUS: PRELIMINARY

Plotted by: cdolanoy On 8/10/2026 4:26 PM

Drawing name: H:\16098.00 - 3600 NE 5th Avenue, Oakland Park - SVN Commercial Realty\Engineering\Cadd\16098.00-CP-5XX.dwg

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANS ROAD
POMPANO BEACH, FL 33069

PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL

WATER MAIN SEPARATION IN ACCORDANCE WITH F.A.C. RULE 62-555.314

	HORIZONTAL SEPARATION	CROSSINGS (1) (4)	JOINT SPACING @ CROSSINGS (FULL JOINT CENTERED)
OTHER PIPE	Water Main — 3 ft. minimum	Water Main — 12 inches is the minimum, except for storm sewer, then 6 inches is the minimum and 12 inches is preferred	Alternate 3 ft. minimum — Water Main
STORM SEWER, STORM WATER FORCE MAIN, RECLAIMED WATER (2)			
VACUUM SANITARY SEWER	Water Main — 10 ft. preferred / 3 ft. minimum	Water Main — 12 inches preferred / 6 inches min	Alternate 3 ft. minimum — Water Main
GRAVITY SANITARY SEWER,(3) SANITARY SEWER FORCE MAIN, RECLAIMED WATER	Water Main — 10 ft. preferred / 6 ft. minimum	Water Main — 12 inches is the minimum, except for storm sewer, then 6 inches is the minimum and 12 inches is preferred	Alternate 6 ft. minimum — Water Main
ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	10 ft. minimum	—	—

(1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
(2) RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
(3) TYPICAL GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
(4) 18" VERTICAL MINIMUM SEPARATION REQUIRED BY WWS, UNLESS OTHERWISE APPROVED.

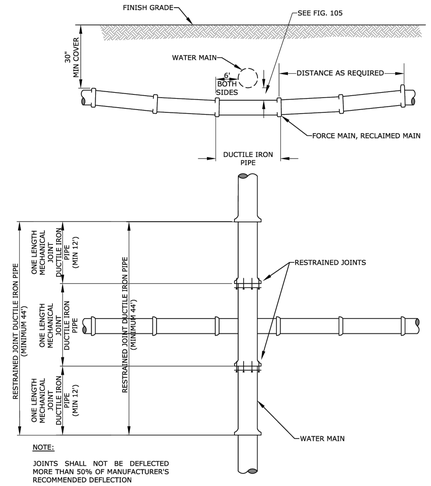
REVISED	WATER MAIN SEPARATION	FIGURE 105
7/7/2021		

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT
PLOTTED: 10/2024

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANS ROAD
POMPANO BEACH, FL 33069

PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



NOTE:
JOINTS SHALL NOT BE DEFLECTED MORE THAN 50% OF MANUFACTURER'S RECOMMENDED DEFLECTION

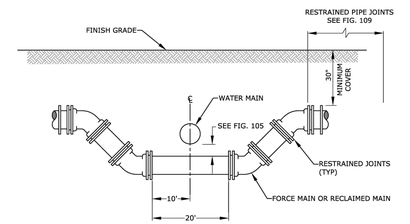
REVISED	STANDARD UTILITY CROSSING	FIGURE 106
7/7/2021		

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT
PLOTTED: 10/2024

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANS ROAD
POMPANO BEACH, FL 33069

PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



WHEREVER POSSIBLE DEFLECTION OF THE PIPE WILL BE USED TO AVOID EXISTING OBSTRUCTIONS. THIS CROSSING SHALL BE USED ONLY WHEN APPROVED BY WWS.

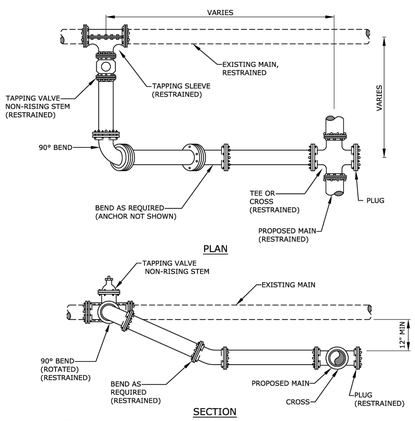
REVISED	SPECIAL UTILITY CROSSING	FIGURE 107
7/7/2021		

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT
PLOTTED: 10/2024

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANS ROAD
POMPANO BEACH, FL 33069

PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



NOTES:

1. ALL JOINTS TO BE RESTRAINED BY APPROVED METHODS.
2. IF CONNECTION IS PRIOR TO FDEP CLEARANCE THEN A SECOND VALVE WITH VENT IS REQUIRED.

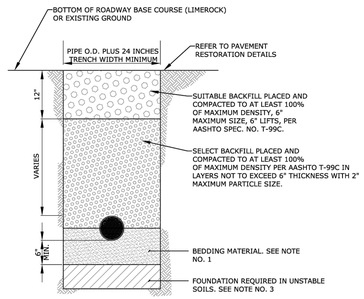
REVISED	TYPICAL CONNECTION TO EXISTING MAIN	FIGURE 131
7/7/2021		

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT
PLOTTED: 10/2024

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANS ROAD
POMPANO BEACH, FL 33069

PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



NOTES:

1. UNLESS OTHERWISE SPECIFIED, BEDDING MATERIAL SHALL CONSIST OF SELECT BACKFILL MATERIAL 2" MAXIMUM PARTICLE SIZE, COMPACTED TO AT LEAST 100% OF MAX. DENSITY, 6" LIFTS, PER AASHTO SPEC. NO. T-99C.
2. WHERE REQUIRED, SHEETING AND SHORING SHALL BE IN ACCORDANCE WITH OSHA REQUIREMENTS.
3. WHERE UNSTABLE SOILS ARE ENCOUNTERED, INCLUDING PEAT, MUCK OR OTHER ORGANIC SOILS, ELASTIC SILT AND CLAYS, A FOUNDATION IS REQUIRED AS DETERMINED BY THE ENGINEER OF RECORD.

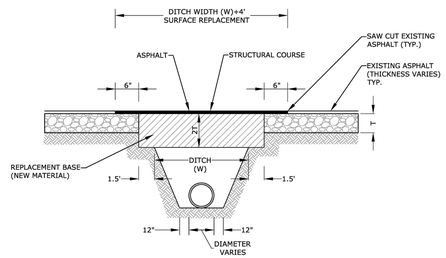
REVISED	TYPICAL TRENCH BACKFILL	FIGURE 180
7/7/2021		

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT
PLOTTED: 10/2024

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANS ROAD
POMPANO BEACH, FL 33069

PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



NOTES:

1. BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL.
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM LAYERS (LOOSE MEASUREMENT) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAW CUT.
4. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE SURROUNDING SURFACE MATERIAL.
5. BASE MATERIAL SHALL HAVE A MINIMUM CARBONATE OF 70%.
6. SUB GRADE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM LBR OF 40.
7. IF THE DITCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" THICK ASPHALT CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING, UNTIL REPLACED WITH A PERMANENT PATCH.
8. FOR STATE ROADS REFER TO FDOT SPECIFICATIONS AND REQUIREMENTS.

T = EXISTING LIMEROCK BASE THICKNESS.

REVISED	RESTORATION OF ROADWAY CUT FOR PERPENDICULAR UTILITY INSTALLATION	FIGURE 183
7/7/2021		

KEITH
301 East Atlantic Blvd.
Pompano Beach, FL 33060
PH: (954) 788-3400

Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
Florida Landscape Architecture Business License: LC26000457

Plotted by: cdelanoy On 8/10/2026 4:26 PM

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN NOT FOR CONSTRUCTION
THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS.

RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.

ISSUE DATE:	06/02/2026
DESIGNED BY:	JC
DRAWN BY:	JC
CHECKED BY:	JA / NW
BID-CONTRACT:	

NILES T. WARRICK, P.E.
FLORIDA REG. NO. 94320
(FOR THE FIRM)

CLIENT

36TH AND FIFTH CORP

PROJECT

3600 NE 5TH AVENUE OAKLAND PARK, FL

SHEET TITLE

WATER AND SEWER DETAILS

SHEET NUMBER	CU-501
PROJECT NUMBER	16098.00

Drawing name: Hi\16098.00 - 3600 NE 5th Avenue, Oakland Park - SVN Commercial Realty\Engineering\Cadd\16098.00-CU-5XX.dwg

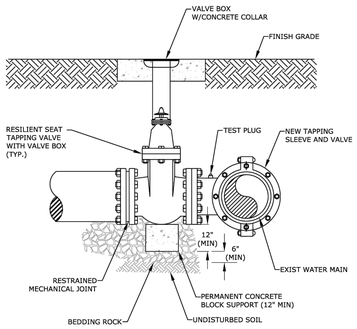
STATUS: PRELIMINARY

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT
PLOTTED: 10/2024

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANS ROAD
POMPANO BEACH, FL 33069

PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



NOTES:

1. REFER TO WWS MINIMUM DESIGN AND CONSTRUCTION STANDARDS FOR MINIMUM REQUIREMENTS AND PRE-APPROVED MANUFACTURERS.
2. MAIN SHALL BE CLEANED BEFORE ATTACHING SLEEVE
3. SLEEVE AND VALVE SHALL BE PRESSURE TESTED BEFORE MAKING TAP. PRESSURE TEST AND TAP SHALL BE MADE IN PRESENCE OF AN AUTHORIZED COUNTY REPRESENTATIVE.
4. TAP SHALL BE MADE NO CLOSER THAN 18" FROM THE NEAREST JOINT.
5. CONCRETE BLOCK SHALL COMPLETELY SUPPORT TAPPING VALVE.
6. RESTRAINT JOINT REQUIREMENTS SHALL BE IN ACCORDANCE WITH WWS MINIMUM DESIGN AND CONSTRUCTION STANDARDS.

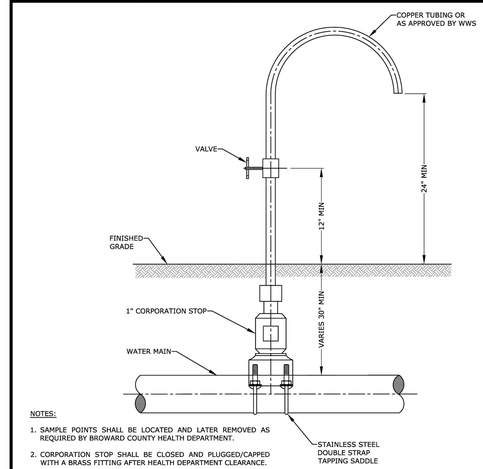
REVISED	TAPPING SLEEVE AND VALVE INSTALLATION	FIGURE 196
7/7/2021		

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT
PLOTTED: 10/2024

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANS ROAD
POMPANO BEACH, FL 33069

PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



NOTES:

1. SAMPLE POINTS SHALL BE LOCATED AND LATER REMOVED AS REQUIRED BY BROWARD COUNTY HEALTH DEPARTMENT.
2. CORPORATION STOP SHALL BE CLOSED AND PLUGGED/CAPPED WITH A BRASS FITTING AFTER HEALTH DEPARTMENT CLEARANCE.
3. SAMPLING POINTS MAY BE PLACED AT THE ENDS OF WATER SERVICES BEFORE THE METERS AND ON BLOW OFFS FOR TERMINAL WATER MAINS, WHERE SERVICES AND BLOW OFFS ARE REQUIRED BY THE PLANS.

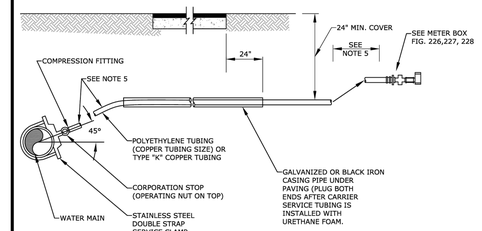
REVISED	SAMPLING POINT	FIGURE 206
7/7/2021		

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT
PLOTTED: 10/2024

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANS ROAD
POMPANO BEACH, FL 33069

PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



NOTES:

1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED NOT LESS THAN 18" ON CENTER. NO TAPS SHALL BE CLOSER THAN 18" TO A JOINT.
2. 1" SERVICE REQUIRE A 2" MINIMUM INSIDE DIAMETER CASING PIPE.
3. 2" SERVICE REQUIRE A 3" MINIMUM INSIDE DIAMETER CASING PIPE.
4. ALL CASING PIPE SHALL EXTEND A MINIMUM OF 2' BEYOND THE EDGE OF PAVED STREETS.
5. FOR 1" SERVICE LINES THE MINIMUM RADIUS SHALL BE 14". FOR 2" SERVICE LINES THE MINIMUM RADIUS SHALL BE 21".
6. ALL CASING PIPE ENDS SHALL BE FILED SMOOTH WITH NO BURRS AND SEALED WITH URETHANE FOAM.
7. THE POLYETHYLENE OR COPPER TUBING SHALL BE ONE CONTINUOUS PIECE FROM THE CORPORATION STOP TO THE CHECK VALVE. NO JOINTS WILL BE PERMITTED BETWEEN THESE POINTS.

THIS DETAIL APPLIES ONLY TO RESIDENTIAL ROADS WITH LESS THAN 70' R.O.W. (NO MEDIAN) OR WITHIN EASEMENTS

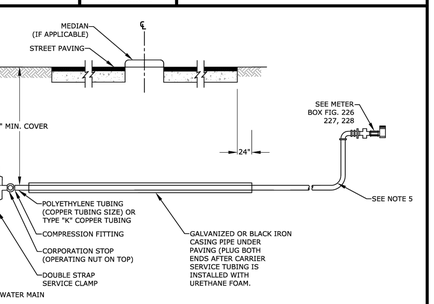
REVISED	TYPE 1 WATER SERVICE CONNECTION	FIGURE 221
7/7/2021		

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT
PLOTTED: 10/2024

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANS ROAD
POMPANO BEACH, FL 33069

PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



NOTES:

1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED NOT LESS THAN 18" ON CENTER. NO TAPS SHALL BE CLOSER THAN 18" TO A JOINT.
2. 1" SERVICES REQUIRE A 2" MINIMUM INSIDE DIAMETER CASING PIPE.
3. 2" SERVICES REQUIRE A 3" MINIMUM INSIDE DIAMETER CASING PIPE.
4. ALL CASING PIPE SHALL EXTEND A MINIMUM OF 2' BEYOND THE EDGE OF PAVED STREETS.
5. FOR 1" SERVICE LINES THE MINIMUM RADIUS SHALL BE 14". FOR 2" SERVICE LINES THE MINIMUM RADIUS SHALL BE 21".
6. ALL CASING PIPE ENDS SHALL BE FILED SMOOTH WITH NO BURRS AND SEALED WITH URETHANE FOAM.
7. THE POLYETHYLENE OR COPPER TUBING SHALL BE ONE CONTINUOUS PIECE FROM THE CORPORATION STOP TO THE CHECK VALVE. NO JOINTS WILL BE PERMITTED BETWEEN THESE POINTS.

THIS DETAIL APPLIES ONLY TO COUNTY ARTERIAL AND COLLECTOR ROADS (70' TO 120' R/W) AND ALL STATE ROAD R/W

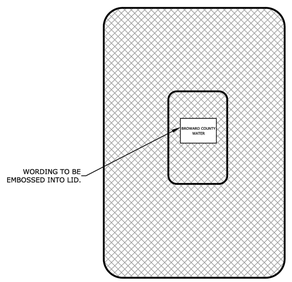
REVISED	TYPE 2 WATER SERVICE CONNECTION	FIGURE 222
7/7/2021		

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT
PLOTTED: 10/2024

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANS ROAD
POMPANO BEACH, FL 33069

PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



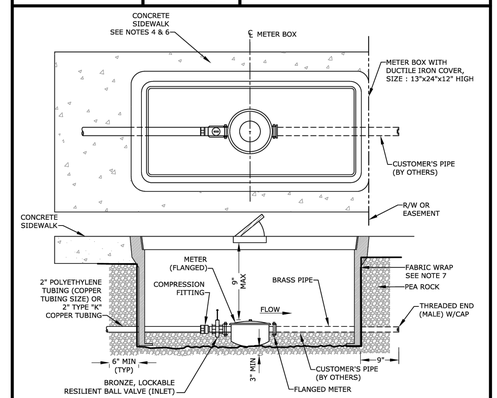
REVISED	POTABLE WATER METER BOX COVER	FIGURE 225
7/7/2021		

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT
PLOTTED: 10/2024

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANS ROAD
POMPANO BEACH, FL 33069

PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



METER SIZE	LAYING LENGTH (IN)	HEIGHT (IN)
1 ½"	13	6 ⅜"
2"	17	7 ⁷⁄₁₆"

1. ALL STRUCTURES TO BE TRAFFIC BEARING TYPE.
2. CURVE IN SERVICE LINE SHALL BE AS CLOSE TO METER BOX AS PRACTICAL, WITH A MINIMUM RADIUS SHALL BE 21" FOR 2" TUBING.
3. ALL METERS WILL BE SUPPLIED AND INSTALLED BY WWS. METERS ARE FLANGED.
4. WHEN SIDEWALKS ARE PRESENT, OR PLANNED FOR IN THE R/W, THE BACK EDGE OF THE METER BOX SHALL LINE UP WITH THE BACK EDGE OF THE SIDEWALK.
5. METER SHALL BE CENTERED IN BOX DIRECTLY UNDER THE ACCESS LID.
6. WHEN THERE ARE NO SIDEWALKS, CONSTRUCT 6" WIDE x 6" THICK CONCRETE COLLAR AT GRADE.
7. AT BOTH PIPE PENETRATIONS THROUGH THE FABRIC WRAP, THE FABRIC SHALL BE PULLED TIGHT AROUND THE PIPE AND SECURED WITH TWO GRADE 316 STAINLESS STEEL HOSE CLAMPS TO PROVIDE A TIGHT SEAL AROUND PIPE.

REVISED	WATER METER INSTALLATION FOR 1 ½" OR 2" METERS	FIGURE 228
7/7/2021		

KEITH
301 East Atlantic Blvd.
Pompano Beach, FL 33060
PH: (954) 788-3400

Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
Florida Landscape Architecture Business License: LC26000457

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN NOT FOR CONSTRUCTION

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RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.

ISSUE DATE:	06/02/2026
DESIGNED BY:	JC
DRAWN BY:	JC
CHECKED BY:	JA / NW
BID-CONTRACT:	

NILES T. WARRICK, P.E.
FLORIDA REG. NO. 94320
(FOR THE FIRM)

CLIENT

36TH AND FIFTH CORP

PROJECT

3600 NE 5TH AVENUE OAKLAND PARK, FL

SHEET TITLE

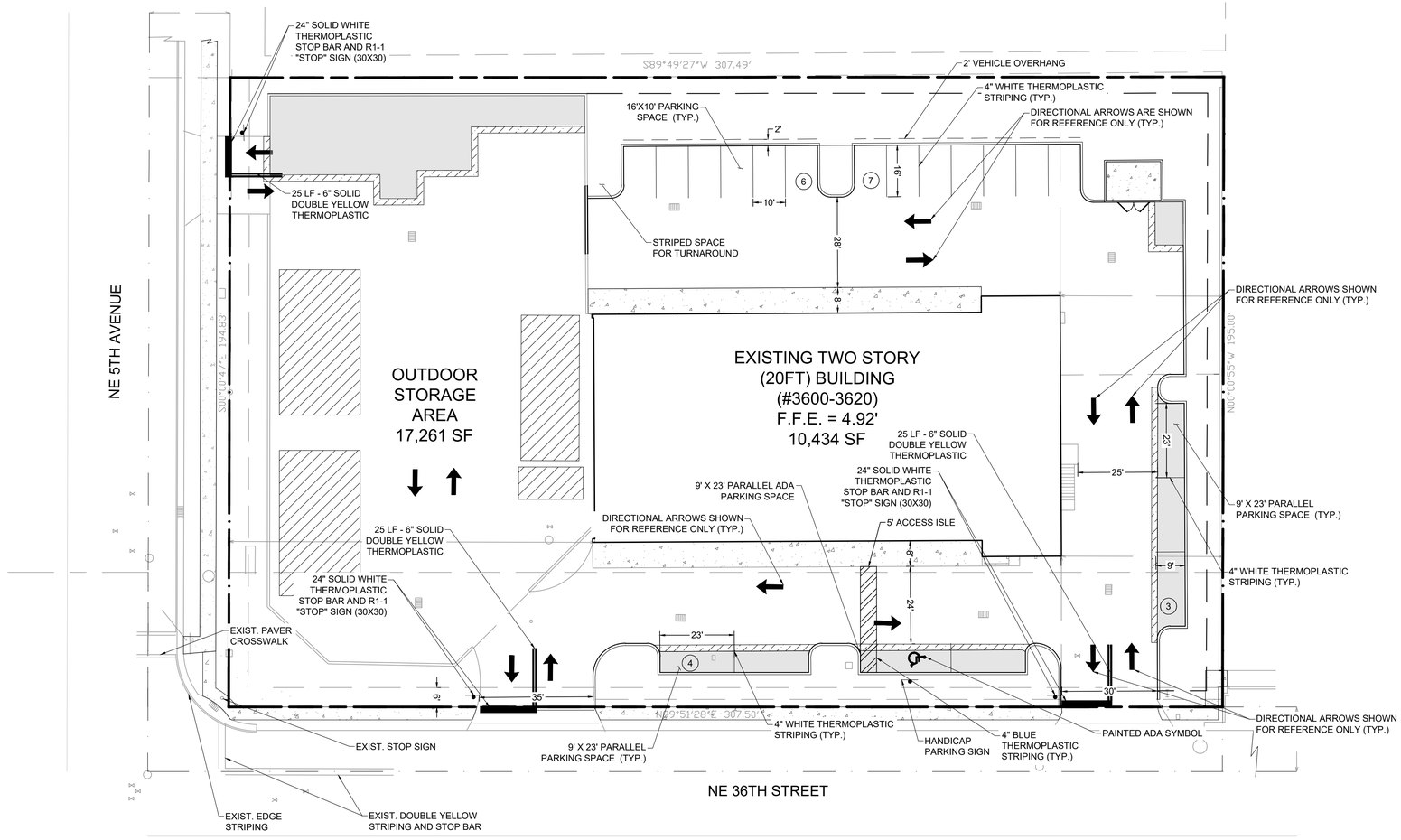
WATER AND SEWER DETAILS

SHEET NUMBER	CU-502
PROJECT NUMBER	16098.00

Plotted by: cdolanoy On 8/10/2026 4:26 PM

Drawing name: H:\16098.00 - 3600 NE 5th Avenue, Oakland Park - SVN Commercial Realty\Engineering\Cadd\16098.00-CU-5XX.dwg

STATUS: PRELIMINARY



N

GRAPHIC SCALE
0 20 40
SCALE: 1" = 20 '

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

KEITH
301 East Atlantic Blvd.
Pompano Beach, FL 33060
PH: (954) 788-3400
Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
Florida Landscape Architecture Business License: LC26000457

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN NOT FOR CONSTRUCTION

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ISSUE DATE:	06/02/2026
DESIGNED BY:	JC
DRAWN BY:	JC
CHECKED BY:	JA / NW
BID-CONTRACT:	

NILES T. WARRICK, P.E.
FLORIDA REG. NO. 94320
(FOR THE FIRM)

CLIENT

36TH AND FIFTH CORP

PROJECT

3600 NE 5TH AVENUE OAKLAND PARK, FL

SHEET TITLE

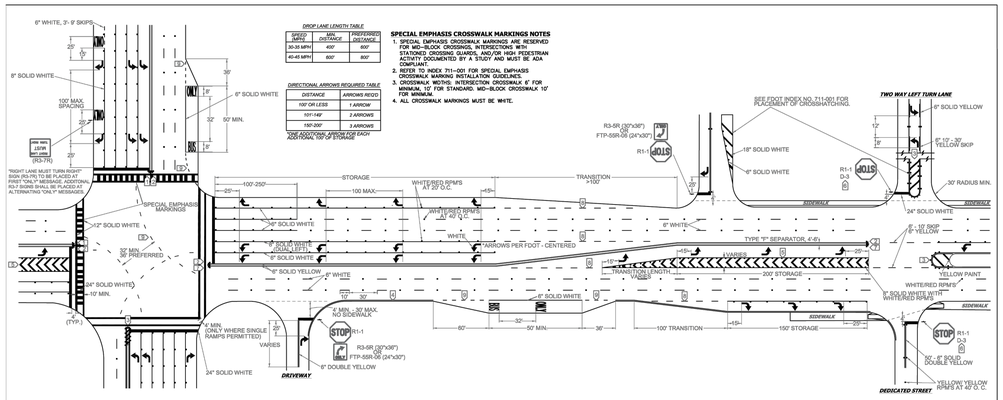
PAVEMENT MARKING AND SIGNAGE PLAN

SHEET NUMBER	CM-101
PROJECT NUMBER	16098.00

STATUS: PRELIMINARY

Plotted by: cdelanoy On 8/10/2026 4:27 PM

Drawing name: H:\16098.00 - 3600 NE 5th Avenue, Oakland Park - SVN Commercial Realty\Engineering\Cadd\16098.00-CM-11XX.dwg

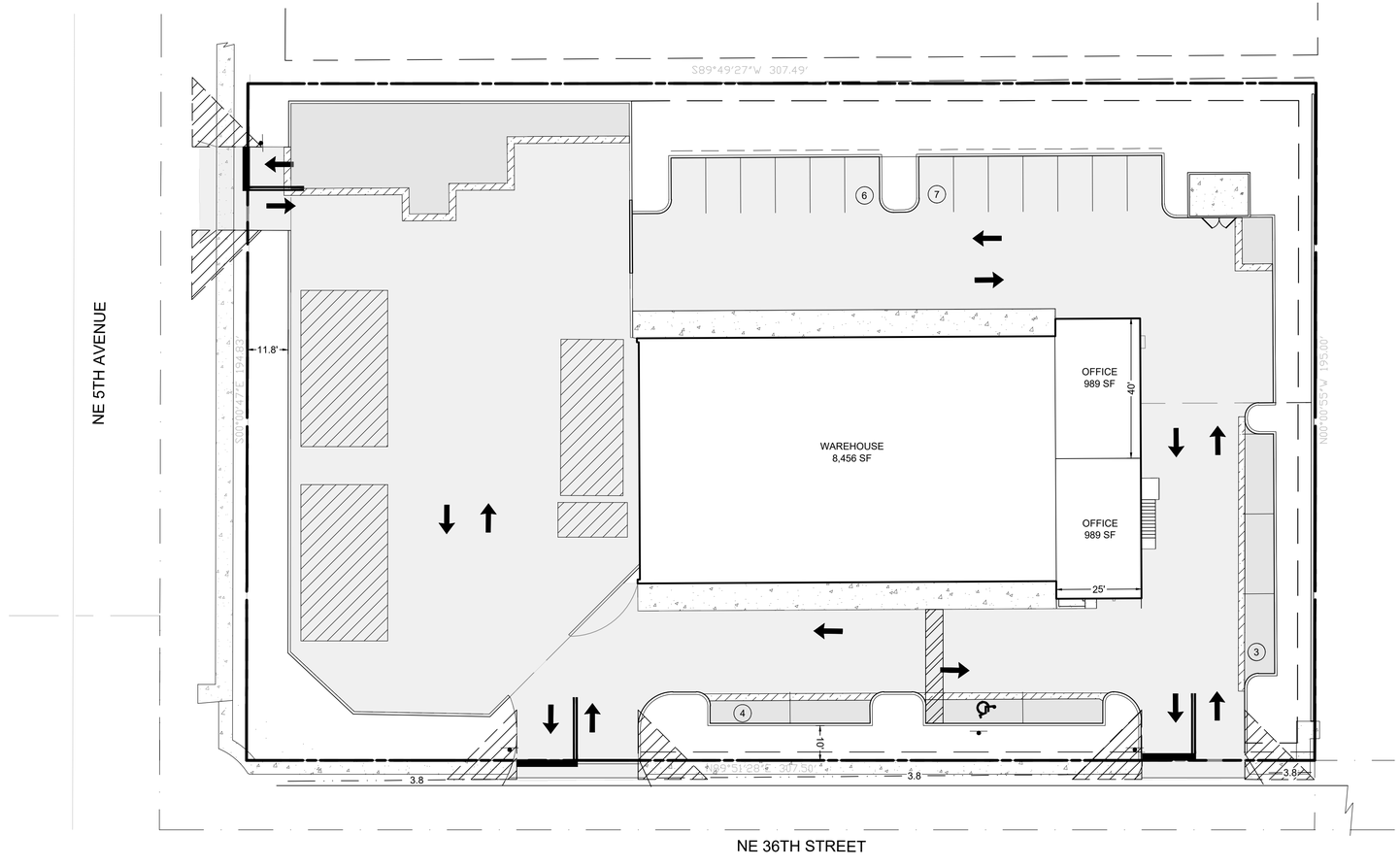


NOTES

1. ALL PAVEMENT MARKINGS SHALL BE ALKYD BASED THERMOPLASTIC AND FULLY RETROREFLECTORIZED.
2. ALL PAVEMENT MARKINGS ON PAVER SYSTEMS SHALL BE 3M 380/381 SERIES TAPE OR EQUIVALENT AND APPLIED WITH PRO ADHESIVE AS PER MANUFACTURERS SPECIFICATIONS.
3. ALL PAVEMENT MARKINGS AND SIGNING SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", BCTED STANDARDS, AND FDOT DESIGN STANDARDS.
4. SEE FDOT INDEX NO 706-001 FOR PLACEMENT OF RPM's (FOR BULLNOSE RPM TREATMENT, SEE LEGEND NO. 1)
5. RPM's SHALL BE CLASS "B" OR EQUIVALENT, APPLIED WITH EPOXY OR BITUMINOUS ADHESIVE.
6. FDOT APPROVED SEALER SHALL BE USED WHEN APPLYING MARKINGS ON CONCRETE.
7. FOR BIKE LANE DETAILS SEE FDOT INDEX NO. 711-002.
8. EXISTING MARKINGS SHALL BE REMOVED BY WATER BLASTING OR SAND BLASTING.
9. ALL STOP LINES TO BE 4' BEHIND CROSSWALK OR SIDEWALK.
10. PAVEMENT MARKING REFLECTIVITY SHALL BE UNIFORM ACROSS THE ENTIRE STRIPE AND SHALL HAVE A MINIMUM REFLECTIVITY READING OF 250 MILLICANDELAS FOR WHITE AND 175 MILLICANDELAS FOR YELLOW.
11. ALL PRODUCTS MUST BE ON FDOT'S APPROVED PRODUCTS LIST (APL).
12. RPMS SHALL NOT BE INSTALLED ADJACENT TO BIKE LANES.
13. LONGITUDINAL PEDESTRIAN MARKINGS SHALL BE INSTALLED AT ALL CROSS STREETS ON COUNTY ROADS THAT ARE FOUR LANES OR GREATER.

LEGEND

1. YELLOW/YELLOW RPM DETAILS — DIRECTION OF TRAVEL; 4" SOLID YELLOW; 4" SOLID WHITE; 4" SOLID YELLOW; 4" SOLID WHITE; 4" SOLID YELLOW; 4" SOLID WHITE



N

GRAPHIC SCALE

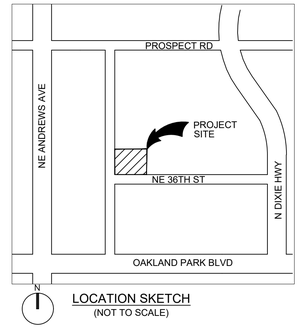
0 20 40

SCALE: 1" = 20 '

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

LEGAL DESCRIPTION:

THE SW 1/4 OF THE FOLLOWING DESCRIBED PARCEL: THE SOUTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF THE SE 1/4 LESS THE E 21 FEET FOR COUNTY ROAD AND LESS THE W 25 FEET OF COUNTY ROAD; TOGETHER WITH A PORTION OF LAND IN THE SE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF NE 36TH STREET, LESS THE E 21 FEET OF COUNTY ROAD AND LESS THE W 25 FEET FOR COUNTY ROAD; ALL IN SECTION 22, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.



LOCATION SKETCH
(NOT TO SCALE)

KEITH
301 East Atlantic Blvd.
Pompano Beach, FL 33060
PH: (954) 788-3400
Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
Florida Landscape Architecture Business License: LC26000457

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN NOT FOR CONSTRUCTION

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RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.

ISSUE DATE:	06/02/2026
DESIGNED BY:	JC
DRAWN BY:	JC
CHECKED BY:	JA / NW
BID-CONTRACT:	

NILES T. WARRICK, P.E.
FLORIDA REG. NO. 94320
(FOR THE FIRM)

CLIENT

36TH AND FIFTH CORP

PROJECT

3600 NE 5TH AVENUE
OAKLAND PARK, FL

SHEET TITLE

FLOOR PLAN

SHEET NUMBER	FP-100
PROJECT NUMBER	16098.00

STATUS: PRELIMINARY

Plotted by: jaldas On 8/10/2026 4:41 PM

Drawing name: H:\16098.00 - 3600 NE 5th Avenue, Oakland Park - SVN Commercial Realty\Engineering\Cadd\16098.00-SP-XXX-Floor Plan.dwg

KEITH
Engineering Inspired Design.

May 21, 2026

Sierra Marrero, AICP, Director
Planning and Zoning Department
City of Oakland Park
700 NW 19th Avenue
Fort Lauderdale, FL 33311

RE: Conditional Use Permit for 3600 NE 5th Ave (the Property)

Dear Ms. Marrero,

On behalf of the property owners (36th & Fifth Corp.), the KEITH team is submitting an application for a Conditional Use Permit Approval for the proposed Industrial Use with outdoor storage. The site is zoned Light Industrial (I-1) with an underlying Industrial future land use designation. The property consists of one folio (4942-22-00-0630) and is currently used for industrial purposes with outdoor storage and has a total land area of 58,026 square feet (1.33 acres), including an existing 10,428-square-foot building that will remain.

Background & History:

The property has been used for industrial operations with outdoor storage for more than 25 years. The previous tenant allowed their business tax receipt to lapse for over six months, which triggered the requirement for a new Conditional Use Permit to continue the established outdoor storage use.

Over the years, the property owner has worked collaboratively with the City to enhance the site's appearance and maintain compatibility with surrounding properties. In 2005, at the City's request, a 6-foot concrete wall was constructed along the west side of the property to fully enclose and screen the outdoor storage area from public view. More recently, in 2022, the City requested additional beautification measures, including increasing the height of the fence along the east side of the property, which the owner completed.

The current owner is now transitioning to a new tenant and seeks approval to continue the long-standing outdoor storage use under the required Conditional Use Permit.

Conditional Use Justification Statements (Outdoor Storage) Sec. 24-165:

The proposed development, including the use of outdoor storage, satisfies the criteria outlined in the City's zoning ordinance as follows:

1. The proposed use is essential to the proper functioning of a utility system or is specifically listed as a permitted conditional use in the district in which it is to be located;
   Response: Outdoor storage is necessary and complementary use for the proper functioning of the proposed facility. It provides essential support for the operational needs of businesses utilizing the building, particularly for storing vehicles. This use aligned with the conditional uses permitted within the Light Industrial (I-1) zoning district.

2. The use is deemed desirable for the public convenience or welfare, and the use is in harmony with the purpose and intent of this chapter and will not be detrimental or injurious to the surrounding area.
   Response: The proposed outdoor storage use enhances the functionality and flexibility of the site by supporting efficient industrial operations and meeting the ongoing demand for secure, adaptable storage solutions. The use is consistent with the purpose and intent of the zoning regulations, which encourage economic development and the continuation of light industrial activities within appropriately designated districts.

3. When granting approval for conditional use, the board may attach conditions and safeguards, in addition to those prescribed in the district regulations, as they determine are necessary for the protection of the surrounding area and to preserve the spirit and intent of the ordinance.
   Response: Appropriate safeguards will be implemented to ensure the proposed use remains compatible with the surrounding area and consistent with the spirit and intent of the ordinance. The outdoor storage area will be fully screened through a combination of fencing and landscaping to maintain visual quality and minimize any potential impacts. Access will be controlled to ensure security, and all stored materials will be organized and managed in accordance with City regulations.

4. The application must also meet all of the following criteria, where appropriate:
   a. Conformance with comprehensive plan.
      Response: The outdoor storage use is consistent with the city's comprehensive plan by supporting industrial development and maximizing site functionality.

   b. Harmony with adjacent uses (existing or zoned).
      Response: The proposed site is surrounded by similar industrial uses, ensuring compatibility and maintaining harmony with neighboring developments.

   c. Facility levels of service maintained.
      Response: The inclusion of outdoor storage will not strain public services or infrastructures, as all storage activities will occur within the confines of the site.

   d. Use not hazardous to nearby housing, particularly traffic; see (B) above.
      Response: The outdoor storage is situated to minimize traffic interference and ensure smooth site operations, posing no hazard to nearby housing.

   e. The architectural and site design are compatible with the character of the surrounding area.
      Response: The design of the outdoor storage area, including screening and layout, will align with the character of the surrounding industrial area, preserving visual and functional consistency.

The KEITH team looks forward to working with the City of Oakland Park for the conditional use application. If you have any questions, please contact me. 954-751-1905.

Joselyn Aldas
Planner- KEITH

KEITH
Engineering Inspired Design.

August 10, 2026

Brad J. Ostroff
Interim Director
Building Engineering and Community Services Department
City of Oakland Park
700 NW 19th Avenue
Fort Lauderdale, FL 33311

RE: Conditional Use Permit for 3600 NE 5th Ave (the Property)

Dear Mr. Ostroff,

On behalf of the property owners (36th & Fifth Corp.), the KEITH team is submitting an application for a Conditional Use Permit Approval for the proposed Industrial Use with outdoor storage. The site is zoned Light Industrial (I-1) with an underlying Industrial future land use designation. The property consists of one folio (4942-22-00-0630) and is currently used for industrial purposes with outdoor storage and has a total land area of 58,026 square feet (1.33 acres), including an existing 10,434-square-foot building that will remain.

Background & History:

The property has been used for industrial operations with outdoor storage for more than 25 years. The previous tenant allowed their business tax receipt to lapse for over six months, which triggered the requirement for a new Conditional Use Permit to continue the established outdoor storage use.

Over the years, the property owner has worked collaboratively with the City to enhance the site's appearance and maintain compatibility with surrounding properties. In 2005, at the City's request, a 6-foot concrete wall was constructed along the west side of the property to fully enclose and screen the outdoor storage area from public view. More recently, in 2022, the City requested additional beautification measures, including increasing the height of the fence along the east side of the property, which the owner completed.

Request:

The current owner is now transitioning to a new tenant and seeks approval to continue the long-standing outdoor storage use under the required Conditional Use Permit. In alignment with Section 24-40.B.2, the outdoor storage will not emits such quantities of dust, dirt, noise, smoke, odors, fumes, vibrations, radioactive waves or substances, or abnormal explosion hazards which present a threat to the public health, welfare and safety of the residents of the surrounding area

Conditional Use Justification Statements (Outdoor Storage) Sec. 24-165:

The proposed development, including the use of outdoor storage, satisfies the criteria outlined in the City's zoning ordinance as follows:

1. The proposed use is essential to the proper functioning of a utility system or is specifically listed as a permitted conditional use in the district in which it is to be located;
   Response: Outdoor storage is necessary and complementary use for the proper functioning of the proposed facility. It provides essential support for the operational needs of businesses utilizing the building, particularly for storing vehicles. This use aligned with the conditional uses permitted within the Light Industrial (I-1) zoning district.

2. The use is deemed desirable for the public convenience or welfare, and the use is in harmony with the purpose and intent of this chapter and will not be detrimental or injurious to the surrounding area.
Response: The proposed outdoor storage use enhances the functionality and flexibility of the site by supporting efficient industrial operations and meeting the ongoing demand for secure, adaptable storage solutions. The use is consistent with the purpose and intent of the zoning regulations, which encourage economic development and the continuation of light industrial activities within appropriately designated districts.

3. When granting approval for conditional use, the board may attach conditions and safeguards, in addition to those prescribed in the district regulations, as they determine are necessary for the protection of the surrounding area and to preserve the spirit and intent of the ordinance.
Response: Appropriate safeguards will be implemented to ensure the proposed use remains compatible with the surrounding area and consistent with the spirit and intent of the ordinance. The outdoor storage area will be fully screened through a combination of fencing and landscaping to maintain visual quality and minimize any potential impacts. Access will be controlled to ensure security, and all stored materials will be organized and managed in accordance with City regulations.

4. The application must also meet all of the following criteria, where appropriate:
    a. Conformance with comprehensive plan.
    Response: The outdoor storage use is consistent with the city's comprehensive plan by supporting industrial development and maximizing site functionality.

    b. Harmony with adjacent uses (existing or zoned).
    Response: The proposed site is surrounded by similar industrial uses, ensuring compatibility and maintaining harmony with neighboring developments.

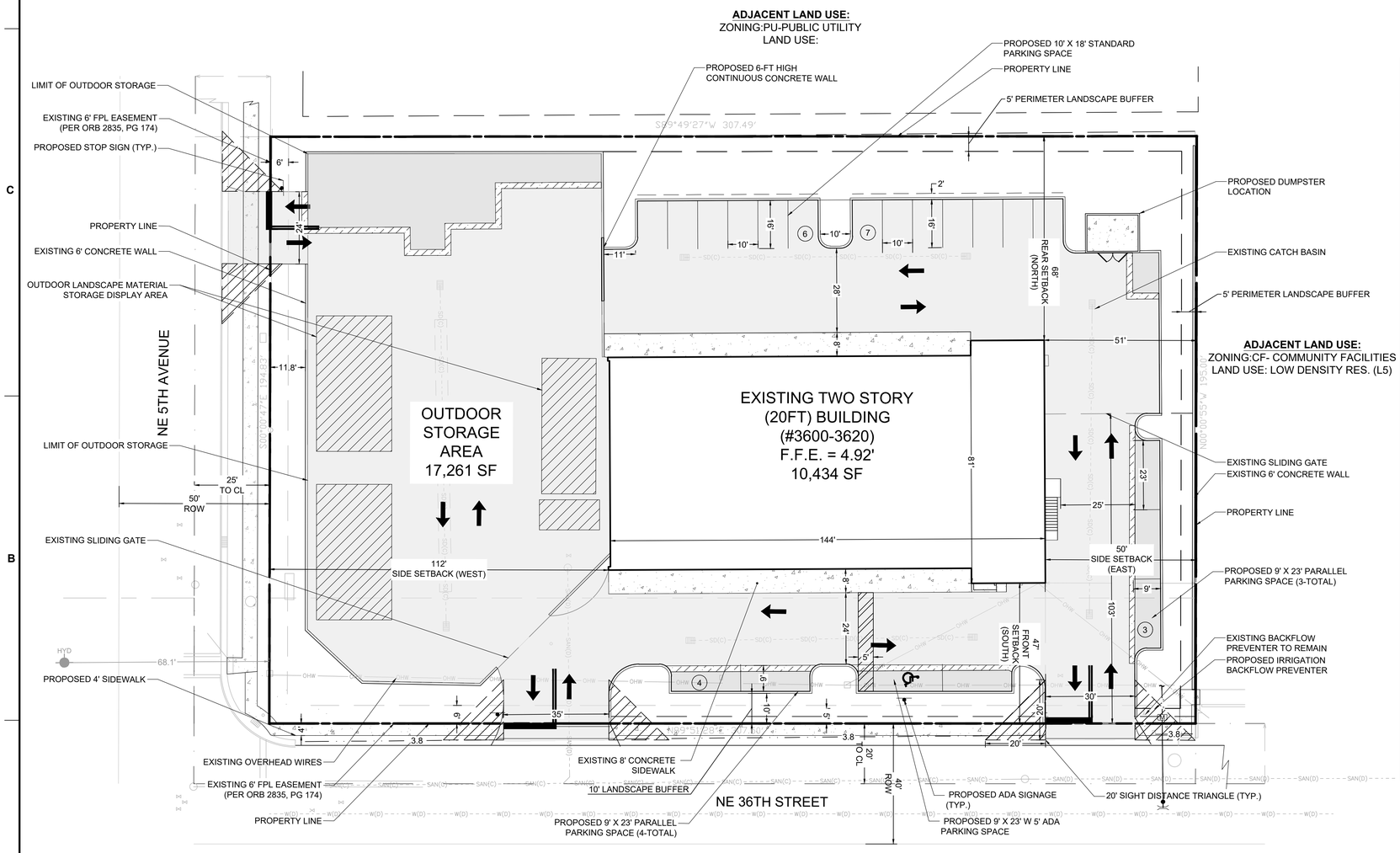
    c. Facility levels of service maintained.
    Response: The inclusion of outdoor storage will not strain public services or infrastructures, as all storage activities will occur within the confines of the site.

    d. Use not hazardous to nearby housing, particularly traffic; see (B) above.
    Response: The outdoor storage is situated to minimize traffic interference and ensure smooth site operations, posing no hazard to nearby housing.

    e. The architectural and site design are compatible with the character of the surrounding area.
    Response: The design of the outdoor storage area, including screening and layout, will align with the character of the surrounding industrial area, preserving visual and functional consistency.

The KEITH team looks forward to working with the City of Oakland Park for the conditional use application. If you have any questions, please contact me. 954-751-1905.

Joselyn Aldas
Planner- KEITH



N

GRAPHIC SCALE

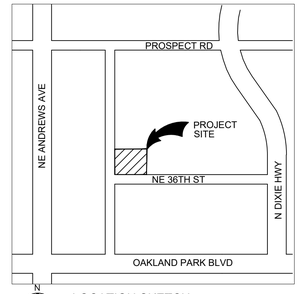
0 20 40

SCALE: 1" = 20 '

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

LEGAL DESCRIPTION:

THE SW 1/4 OF THE FOLLOWING DESCRIBED PARCEL: THE SOUTH 1/2 OF THE NE 1/4 OF THE NE 1/4 OF THE SE 1/4 LESS THE E 21 FEET FOR COUNTY ROAD AND LESS THE W 25 FEET OF COUNTY ROAD; TOGETHER WITH A PORTION OF LAND IN THE SE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF NE 36TH STREET, LESS THE E 21 FEET OF COUNTY ROAD AND LESS THE W 25 FEET FOR COUNTY ROAD; ALL IN SECTION 22, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.



LOCATION SKETCH
(NOT TO SCALE)

SITE DATA TABLE

PROJECT NAME: 3600 NE 5TH AVE

PROJECT ADDRESS: 3600 NE 5TH AVE, OAKLAND PARK FL 33334

FOLIO No. 494222000630

PROJECT INFORMATION:

LAND USE DESIGNATION:	INDUSTRIAL
ZONING DESIGNATION:	I-1 LIGHT INDUSTRIAL
CURRENT USE:	INDUSTRIAL WAREHOUSE

	SQ. FT.	ACREAGE
GROSS SITE AREA (PER SURVEY)	58,026	1.33
GROSS BUILDING AREA (SF)	10,434	0.24

ZONING DISTRICT REQUIREMENTS:	REQUIRED	PROVIDED
BUILDING HEIGHT (MAX)	45 Ft	20 Ft
LOT COVERAGE (MAX)	50%	18%
PERVIOUS AREA	20%	11.4%

SETBACK REQUIREMENTS:	REQUIRED (MIN)	PROVIDED
FRONT YARD (SOUTH)	10'-0"	47'-0"
INTERIOR SIDE YARD (EAST)	0'-0"	50'-0"
CORNER SIDE YARD (WEST)	10'-0"	112'-0"
REAR YARD (NORTH)	0'-0"	68'-0"

SITE AREA CALCULATIONS:

	SQ. FT.	%	ACREAGE
NET SITE AREA:	58,026	100%	1.33

PROVIDED

	SQ. FT.	%	ACREAGE
IMPERVIOUS AREA			
BUILDING FOOTPRINT (INCL. OVERHANG)	10,634	18.3%	0.24
OUTDOOR STORAGE AREA/PAVEMENT	33,768	58.2%	0.78
SIDEWALKS/CONCRETE	1,950	3.4%	0.04
PERVIOUS AREA (20% MINIMUM)	11,674	20.1%	0.27
TOTAL	58,026	100%	1.33

PARKING CALCULATIONS (SEC.24-80):

	REQUIRED	PROVIDED	
USE			
1 SPACE PER 500 SF (10,434 SF)	20	13	STD. PARKING (10'X18')
		7	PARALLEL PARKING (9'X23')
TOTAL PARKING	20	20	
ADA SPACE	1	1	12'X18' W / 5' ADA RAMP

NOTE:
THE PROPERTY IS LOCATED WITHIN FLOOD ZONE AE WITH A BASE FLOOD ELEVATION OF 6 FEET, AS SHOWN ON F.I.R.M. NUM. 12011C0367J, BEARING A MAP EFFECTIVE DATE OF 07/31/2024.

KEITH
301 East Atlantic Blvd.
Pompano Beach, FL 33060
PH: (954) 788-3400
Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
Florida Landscape Architecture Business License: LC26000457

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN NOT FOR CONSTRUCTION

THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS.

RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.

ISSUE DATE:	06/02/2026
DESIGNED BY:	JC
DRAWN BY:	JC
CHECKED BY:	JA / NW
BID-CONTRACT:	

NILES T. WARRICK, P.E.
FLORIDA REG. NO. 94320
(FOR THE FIRM)

CLIENT

36TH AND FIFTH CORP

PROJECT

3600 NE 5TH AVENUE OAKLAND PARK, FL

SHEET TITLE

SITE PLAN

SHEET NUMBER FSP

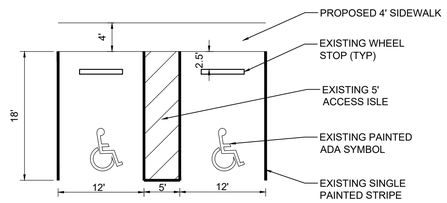
PROJECT NUMBER 16098.00

STATUS: PRELIMINARY

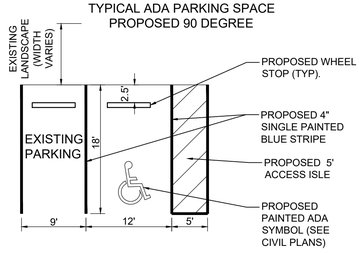
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Drawing name: H:\16098.00 - 3600 NE 5th Avenue, Oakland Park - SVN Commercial Realty\Engineering\Cadd\16098.00-SP-101-Site Plan.dwg

TYPICAL ADA PARKING SPACE
EXISTING 90 DEGREE



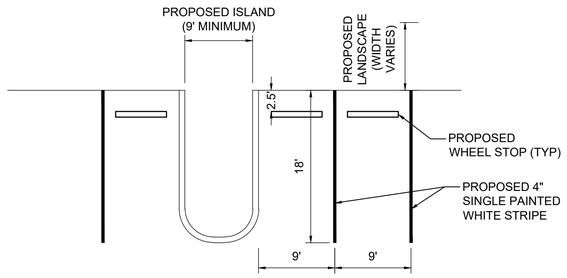
TYPICAL ADA PARKING SPACE
PROPOSED 90 DEGREE



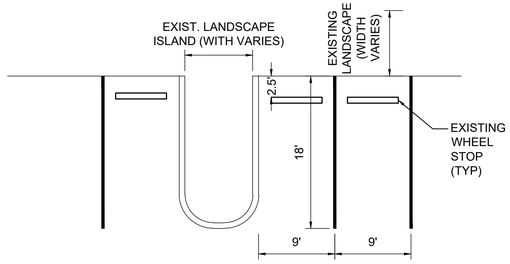
6 TYPICAL ADA PARKING SPACE DETAIL

NOT TO SCALE

TYPICAL STANDARD PARKING SPACE
PROPOSED 90 DEGREE

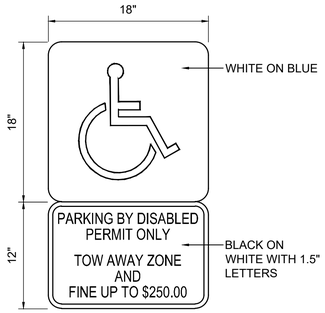


TYPICAL STANDARD PARKING SPACE
EXISTING 90 DEGREE



7 TYPICAL STANDARD PARKING SPACE DETAIL

NOT TO SCALE

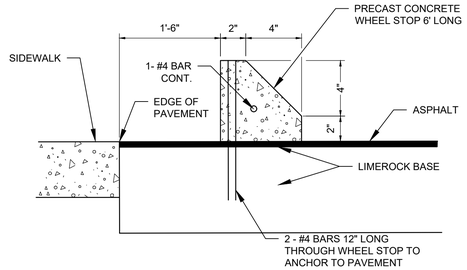


NOTES:

1. TOP PORTION OF SIGN SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. SIGN MAY BE FABRICATED ON ONE PANEL OR TWO.
4. SIGNS ARE TO BE MOUNTED AT A HEIGHT OF 5 FT. MINIMUM FROM PAVEMENT TO BOTTOM OF SIGN.

8 HANDICAP PARKING SIGN DETAIL

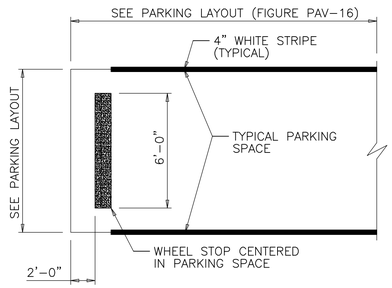
NOT TO SCALE



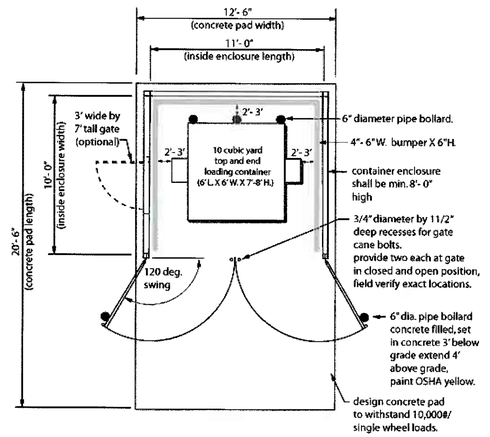
5 WHEEL STOP DETAIL

NOT TO SCALE

CITY OF OAKLAND PARK
ENGINEERING AND CONSTRUCTION MANAGEMENT DEPARTMENT
City of OAKLAND PARK FLORIDA



TYPICAL PARKING SPACE



DUMPSTER DETAIL

N.T.S.

KEITH
301 East Atlantic Blvd.
Pompano Beach, FL 33060
PH: (954) 788-3400
Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
Florida Landscape Architecture Business License: LC26000457

REVISIONS

NO.	DESCRIPTION	DATE
1	PER DRC COMMENTS	7/9/2026

PRELIMINARY PLAN NOT FOR CONSTRUCTION

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ISSUE DATE:	06/02/2026
DESIGNED BY:	JC
DRAWN BY:	JC
CHECKED BY:	JA / NW
BID-CONTRACT:	

NILES T. WARRICK, P.E.
FLORIDA REG. NO. 94320
(FOR THE FIRM)

CLIENT

36TH AND FIFTH CORP

PROJECT

3600 NE 5TH AVENUE OAKLAND PARK, FL

SHEET TITLE

SITE PLAN DETAILS

SHEET NUMBER	FSP-2
PROJECT NUMBER	16098.00

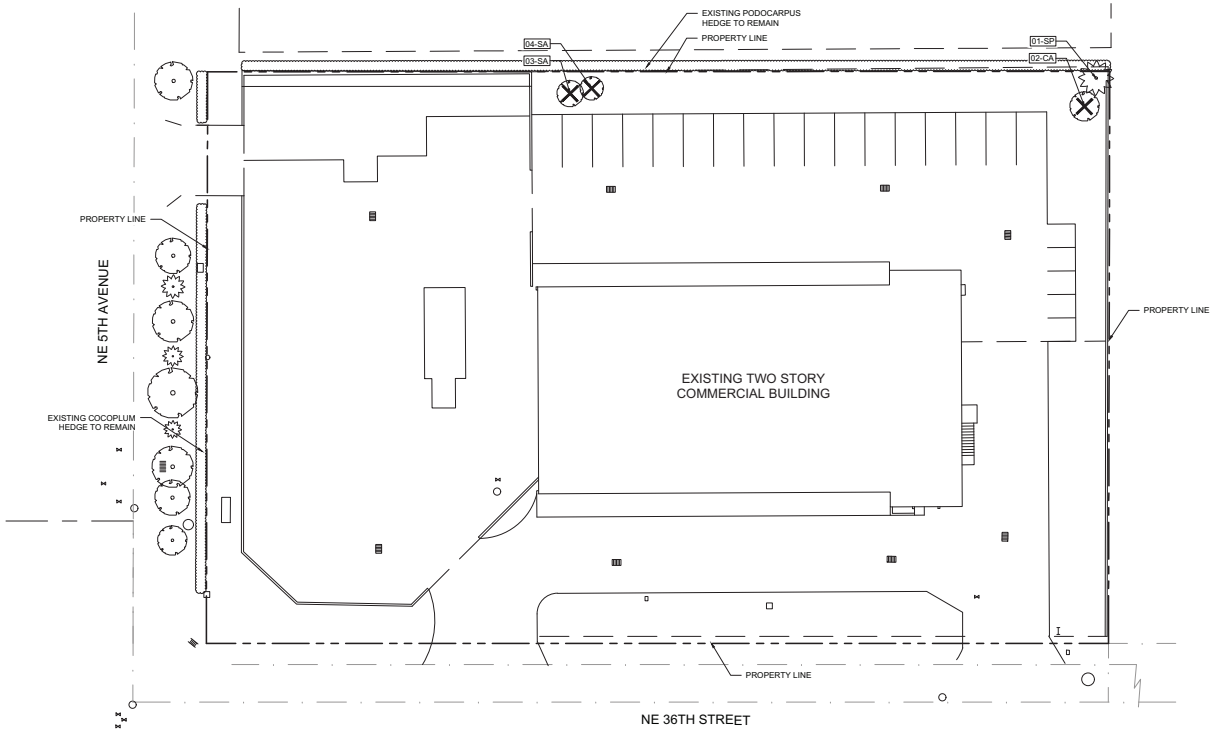
STATUS: PRELIMINARY

Plotted by: jchapa On 8/10/2026 9:10 AM

Drawing name: H:\16098.00 - 3600 NE 5th Avenue, Oakland Park - SVN Commercial Realty\Engineering\Cadd\16098.00-SP-101-Site Plan.dwg

TREE DISPOSITION TABLE

TREE #	COMMON NAME	SCIENTIFIC NAME	DBH (INCHES)	HT (FT) TREE (CT) PALM	CANOPY SPREAD (FT)	TREE CONDITION (%)	TREE DISPOSITION	TREE APPRAISAL/ MITIGATION (DBH INCHES)	COMMENTS
1	SABAL PALM	*Sabal palmetto*	PALM	15	3	70%	**REMAIN**	PALM	
2	CARROTWOOD	*Cupaniopsis anacardioides*	4	14	10	N/A	**REMOVE**	N/A	INVASIVE SPECIES
3	UMBRELLA TREE	*Schefflera actinophylla*	5	16	9	N/A	**REMOVE**	N/A	INVASIVE SPECIES
4	UMBRELLA TREE	*Schefflera actinophylla*	5	16	8	N/A	**REMOVE**	N/A	INVASIVE SPECIES



TREE DISPOSITION LEGEND

SYMBOL	DESCRIPTION
	EXISTING TREE / PALM TO REMAIN (NO SYMBOL) TO BE PROTECTED DURING CONSTRUCTION
△	EXISTING TREE / PALM TO RELOCATE. REFER TO LANDSCAPE PLAN FOR NEW LOCATION
X	EXISTING TREE / PALM TO REMOVE. REMOVE ALL CAT 1 INVASIVE EXOTICS. (EX: BRAZ, PEPPER)
XXX-xx	EXISTING TREE / PALM NUMBER. REFER TO TREE DISPOSITION TABLE

TREE DISPOSITION NOTES

1. EXISTING TREES TO REMAIN SHALL BE TRIMMED PER ANSI-A300 STANDARDS, REMOVING WEAKEST RUBBING BRANCHES AND DEAD BRANCHES, BUT RETAINING 80% OF FOLIAGE. LARGE TREES SHALL HAVE LOWER BRANCHES CLEARED UP TO 8'.
2. SYMBOLS MAY BE SHOWN OFFSET FROM ACTUAL TREE LOCATION FOR CLARITY.
3. CONTACT LANDSCAPE ARCHITECT / ISA CERTIFIED ARBORIST FOR CLARIFICATION ON ANY DISCREPANCIES.
4. TRIMMING AND ANY NECESSARY ROOT PRUNING SHALL BE PERFORMED OR SUPERVISED BY A CERTIFIED ARBORIST.
5. ALL TREE WORK REQUIRE PERMITTING BY A REGISTERED COUNTY TREE TRIMMER.
6. BUBBLERS SHALL BE PROVIDED FOR ALL RELOCATED TREES AND PALMS.
7. REMOVAL OF ANY TREES OR PALMS WILL REQUIRE A WRITTEN "TREE REMOVAL PERMIT" FROM THE LOCAL GOVERNING AGENCY PRIOR TO REMOVAL. CONFIRM WITH LOCAL GOVERNING AGENCY THAT TREES CLASSIFIED AS NUISANCE/EXOTIC INVASIVE MAY BE EXEMPT.
8. ALL TREES AND PLANT MATERIAL TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION. REFER TO TREE PROTECTION DETAIL. THE CONTRACTOR SHALL TAKE EXTRA CAUTION TO PREVENT ANY DAMAGE TO THE TRUNK, ROOT ZONES AND GRADE.
9. ALL CATEGORY 1 EXOTIC/INVASIVE TREES TO BE REMOVED PER LOCAL ORDINANCE.

EXISTING TREE LOCATIONS ARE APPROXIMATE AND HAVE BEEN IDENTIFIED USING AERIAL IMAGERY.

N

GRAPHIC SCALE

0 20 40

SCALE: 1" = 20 '

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

KEITH
301 East Atlantic Blvd.
Pompano Beach, FL 33060
PH: (954) 788-3400
Florida Engineering Business License: CA7928
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Florida Landscape Architecture Business License: LC26000457

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN NOT FOR CONSTRUCTION

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ISSUE DATE:	06/02/2026
DESIGNED BY:	KU
DRAWN BY:	KU
CHECKED BY:	KU, KS
BID-CONTRACT:	

This item has been digitally signed and sealed by Paul H. Weinberg, on the date below using a Digital Signature.

REGISTERED LANDSCAPE ARCHITECT PAUL H. WEINBERG LA 6666804 STATE OF FLORIDA

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date: 2026.08.10 16:15:15-04'00'

PAUL H. WEINBERG, PLA
FLORIDA REG. NO. LA6666804
(FOR THE FIRM)

CLIENT

36TH AND FIFTH CORP

PROJECT

3600 NE 5TH AVENUE
OAKLAND PARK, FL

SHEET TITLE

TREE DISPOSITION PLAN

SHEET NUMBER	LD-101
PROJECT NUMBER	16098.00

STATUS: PRELIMINARY

Plotted by: kurena On 7/27/2026 10:31 AM

Drawing name: H:\16098.00 - 3600 NE 5th Avenue, Oakland Park - SW Commercial Realty\Landscape Architecture\CAD\16098.00 - LD-101.dwg

A. SCOPE

1. Landscape Contractor shall prepare the site as outlined in the following notes and per plans; furnish and install all plants, shrubs, trees and palms per requirements. Furnish and install soil, gravel, boulders, sod and mulch as specified in plans and notes below.
2. The location of plants, as shown on the plans, is approximate. The final locations may be adjusted slightly to accommodate unforeseen field conditions, or comply with safety setback criteria. All other location adjustments to the layout are to be approved in advance in writing by the Landscape Architect and owner.

B. GENERAL LANDSCAPE NOTES

1. Sod to be as called out on Landscape Plan. Contractor to determine quantity.
2. All plants to be Florida no. 1 or better per Florida Grades and Standards for Nursery Plants.
3. All landscaping is to be installed according to sound nursery practices. Contractor shall comply with state and local laws and ordinances.
4. All sod and landscape to receive 100% coverage with 50% overlap from an automatic irrigation system using a rain sensor from approved water source.
5. Bubblers to be provided for new and relocated trees and palms.
6. Contractor is responsible for all conditions and landscape specifications attached to this plan and plant list. Plan and specifications shall be considered contract documents.
7. Pre-construction meeting with Landscape Architect and inspector is recommended.
8. All road rock, concrete, asphalt and other non-natural material to be removed from plant beds.
9. No trenching allowed within root zones of existing trees.
10. Investigate to determine and verify the location of underground utilities before excavation for landscape work. Call 811 to schedule a utility locate appointment.
11. All category 1 exotic / invasive trees to be removed per local ordinance.
12. Existing trees to be pruned under direction of a certified arborist.
13. The landscape contractor shall exercise caution to protect any existing plants and infrastructure beyond the project limits.
14. The proposed planting layout to be approved by the Landscape Architect prior to planting. The Landscape Contractor acknowledges that material planted without approval may be subject to replanting as directed by landscape architect.
15. The Landscape Contractor is responsible for sending photographs of trees, palms, and shrubs to the Landscape Architect for pre-approval prior to delivery.
16. The Landscape Contractor shall coordinate his work with the other trades, such as irrigation, landscape lighting, and hardscape contractors if different.
17. Penalties may be incurred for damages to the existing trees on site by the contractor or subcontractors, for any encroachment into the tree protection zone. Failure to maintain the tree protection zone, or any damage to the trees or critical root zones will result in mitigation. Damages and related fees will be determined by a Certified Arborist, and be based on all, or a percentage of, the established value assigned to the tree.

C. BIDDING

1. Contractors and Subs must ensure they are doing take-offs from Current Plans or 'Bid Set' documents. Verify with this office that you are bidding from latest available plans.
2. Read ALL notes and review typical planting detail sheets prior to submitting RFIs and prior to bidding.
3. When submitting an RFI, reference sheet number, detail number, and/or note category and number.
4. Landscape contractor shall verify all estimated quantities of material shown on the drawings prior to submitting their bid.
5. All plant material shall meet or exceed height and spread requirement. Plant sizes are per local code requirement and / or design intent. Plant height & spread always governs over container size. Container size is given for reference only and should be considered a minimum.
6. All landscape varieties are confirmed to be available at time of design. Landscape contractor understands that some material may not be available locally, within the Tri-County Region. Plant material supply is the responsibility of the Landscape Contractor that is awarded the contract and they shall take steps to ensure availability at the time of installation. Bring to the attention of Landscape Architect if specific material is no longer available at the time of bidding and / or prior to actual construction. Substitutions must be approved prior to delivery and installation.
7. Pre-inspection of site is required prior to bidding.
8. The plant list is intended only as an aid to bidding. Any discrepancies found between the quantities on the plan and the quantities on the plant list shall be brought to the attention of the Landscape Architect for clarification.
9. All labor and material for soil amendments, staking, mulch, water, and fertilizer that is required to ensure the successful establishment and survival of the proposed vegetation shall be included in the Contractor's bid to perform the work represented in this plan set.
10. Bid shall be itemized to establish a schedule of values.
11. Sod and groundcover material, such as rocks (if specified), shall be estimated by scaling plans. Include price per square foot for sod. Rocks (include price per ton). Small rocks and gravel beds shall incorporate a landscape fabric material and minimum depth as called out on the plan. Boulders to be bid by unit price.
12. Contractor shall be responsible for obtaining and paying for costs of all permits described in bid whether permit costs are reimbursable by owner or included in bid.
13. Landscape contractor is responsible for verifying all plant quantities prior to bidding and within 7 calendar days of receipt of these plans shall notify the landscape architect in writing of any and all discrepancies.

D. PERMITS & REGULATIONS

1. Contractor must obtain separate landscape, irrigation and tree relocation/removal permits from the governing authority prior to the issuance of the first building permit for the project.
2. Landscape contractor to call the local Landscape Inspector to schedule a pre-construction meeting prior to installation if required.
3. All mandatory requirements by local municipality shall govern and landscape contractor commits by accepting contract to comply promptly for builder/owner to obtain C.O.

E. EXISTING TREES

1. Existing trees designated to remain shall be protected during all construction phases. Penalties may be incurred for damages to the existing trees on site by the Contractor or Subcontractors, for any encroachment into the tree protection zone. Failure to maintain the tree protection zone, or any damage to the trees or critical root zones will result in mitigation. Damages and related fees will be determined by a Certified Arborist, and be based on all, or a percentage of, the established value assigned to the tree.
2. Existing plant material not shown on the plan and in conflict with new planting shall be evaluated at the time of new planting installation by the Landscape Architect.
3. Trees and plant material indicated to be relocated with no new location provided in plans shall be moved to a location on site designated as a nursery holding area with the root ball protected from direct sunlight, maintained and irrigated until new location is determined.
4. Existing trees to remain shall be trimmed per Ansi-A300 standards. Supervision of the trimming shall be performed by an ISA Certified Arborist to ensure quality work. Prune existing trees to remove damaged branches and improve natural shape. Do not remove more than 15% of branches. Do not prune back terminal leader.
5. All existing trees shall be lifted to provide an 8' minimum clearance for sidewalks and pedestrian walkways and a 14' minimum clearance for roadways and driveways with vehicular use areas.
6. Selective canopy and root pruning of existing trees may be conducted only as necessary to accommodate new approved construction. Pruning shall be conducted under the supervision of an ISA Arborist.
7. Prune existing shrubs to remove damaged branches and improve natural shape.
8. All proposed underground utilities and drainage or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree.
9. Erosion control devices such as silt fencing, debris basins, and water diversion structures shall be installed to prevent siltation and/or erosion within the tree protection zone.
10. If plans call for relocation of trees, palms or plants, a high level of care should be exercised to assure that they are not damaged in the process and that they are promptly replanted during the relocation process.

F. TREE REMOVAL

1. Removal of any trees or palms will typically require a written "tree removal permit" from the local governing agency prior to removal. Non-native trees classified as Category 1 invasive exotics by Florida Exotic Pest Plant Council may be exempt from some permit requirements. Confirm with Local Municipality.
2. Landscape Contractor is responsible to remove ALL invasive nuisance trees such as Brazilian Pepper, Melaleuca, Australian Pine and all invasive trees as categorized by the governing agencies, whether listed on plans or not.
3. The Landscape Contractor is responsible for coordinating tree and palm removals and transplants shown on the Tree Disposition Plan. The Landscape Contractor is to remove and dispose of existing unwanted trees, palms, shrubs, ground covers, sod and weeds within landscape areas.

G. TREE RELOCATION

1. Flag all trees and palms to be transplanted with differentiating color than those to be saved or removed.
2. Tree relocation process must be performed or supervised by an ISA Certified Arborist.
3. Water the root zones for 5 continuous days before root pruning. At a minimum, soak the soil to a 4'-0" depth within a pruning area.
4. Canopy pruning may be deemed necessary by supervising Arborist. Canopy shall be trimmed only as necessary to ensure survival. Prune away all dead or damaged limbs. Prune no more than 1/3 of the canopy area. Restrict pruning to smaller branches.
5. The minimum diameter of the root-pruning trench or transplanting circle shall be equal to one foot per inch of DBH. The Arborist shall determine the actual size of the root ball per ANSI standards and existing conditions.
6. Root prune a minimum of 8 weeks before relocation. Root prune 1/3rd of the root system, irrigate daily for 4 weeks then root prune next 1/3rd, irrigate daily for 4 weeks, and prune last 1/3rd on actual relocation date. A supervising ISA Arborist on staff shall observe for intense shock.
7. Root prune with proper clean equipment to sever roots. Ensure roots are not torn or pulled apart.
8. For each section, dig a 2'-0" wide by 3'-0" deep trench at a minimum distance as determined by the Consulting Arborist to expose roots. Cut all roots 1.5" and larger in diameter with a clean, sharp pruning saw. Smaller roots may be trimmed with shears or lopper. Treat all cuts with a fungicidal barrier. Backfill the trench with approved mixture of site soil and sawdust or other fine organic material. Do not compact. Water-in to saturate backfill material.
9. Maintain the soil moisture at field capacity throughout the hardening off period.
10. Allow the plant to regenerate roots over a period of 8 weeks.
11. At the end of the hardening off period, prepare the planting pit at the new location. Overdig the hole diameter a minimum of 2' beyond the root ball (more for large trees), with the recipient hole to be at least 1/3 larger than the area that was trenched for transplanting.
12. With the consulting arborist present, undercut the entire root ball of the plants to be transplanted at a depth proportional to tree size as specified by the arborist. Wrap the root ball with biodegradable fabric material to stabilize the root ball.
13. At the direction of a professional rigger, assemble slings, padding, guiding ropes and cables for attachment to the crane or backhoe. the professional rigger shall determine the size of machinery necessary to execute the lifting and moving operation.
14. Install trees within 24 hours of removal from their original location to locations shown on the approved landscape plan. Set the tree no deeper than its original condition. The landscape contractor is to verify that all new holes have appropriate percolation.
15. Backfill the planting pit with approved planting soil and water thoroughly to remove air pockets and to stabilize the tree.
16. Stake the tree per the planting details.
17. A 6" saucer shall be created around the edge of the plant pit to help hold water, see planting detail for additional information.
18. Erect tree protection fence per detail or per local jurisdiction.
19. Add a 3" layer of clean approved mulch within the tree protection area.
20. Provide fungicide and fertility applications at the direction of the arborist.
21. Maintain trees in a healthy and vigorous condition during installation and throughout the plant establishment period.
22. Establish a post-transplant watering system to provide moisture and reduce any excessive stress due to root desiccation. Watering to be adjusted according to conditions and at the supervision and direction of the Arborist. hand watering during establishment may be necessary.
23. After transplanting trees and palms, the Landscape Contractor shall be responsible for obtaining water and watering to maintain soil moisture during the guarantee period at a minimum of: first six weeks - daily, one and a half months to six months - three times per week, last six months - one time per week.
24. The Landscape Contractor shall be responsible for resetting any trees or palms that are not vertical when caused by winds less than 74 mph within the warranty period.

H. SITE PREPARATION & GRADING

1. The Landscape Contractor shall loosen and till existing soils that are overly compacted in all planting areas of the project to provide for proper soil aeration for plant establishment.
2. All planting areas and planting pits shall be tested for sufficient percolation prior to final planting and irrigation installation to ensure proper drainage. Plant beds in parking lots and in areas compacted by heavy equipment shall be decompacted so that drainage is not impeded.
3. Planted areas shall be cleared of underground rocks, construction debris and other materials detrimental to the health of the plants. Limerock base material shall be removed within landscape islands and adjacent to pavement.
4. Tree planting areas should be clean to a depth equal to the root ball of the trees/palms proposed for the area. Planting area soils shall be tested for pH before planting. Soils showing high (alkaline) pH (over 7.5) shall be amended with muck or peat, or replaced with native soil having a ph range of 6 - 7.5, as approved by Landscape Architect.
5. Site preparation shall include the eradication and removal of any weeds, clean-up of any dead material, debris, and rubbish. The Landscape Contractor shall treat plant areas with pre-emergence herbicide after weeds and grass have been removed. Landscape Contractor shall wait (7) seven days after pre-emergence treatment prior to planting.
6. General site and berm grading to within +/- 1 inch (1") of final grade shall be provided by the General Contractor. All fine grading shall be provided by the Landscape Contractor.
7. The Landscape Contractor shall ensure the planting areas are at finish grade prior to installing plant materials. Final grade within planting areas to be 4" below adjacent paved areas or top of curb. Sod areas to be 2" below.
8. All planting beds shall be shaped and sloped to provide proper drainage away from building and structures and to swales, if applicable.

I. IRRIGATION

1. Any Irrigation Notes and specifications included in Irrigation Sheets govern over the following Irrigation Notes.
2. The Landscape Contractor shall coordinate with the Irrigation Contractor if not the same and leave provisions for all individual trees in turf areas and all planting beds.
3. Irrigation / Landscape contractor to guarantee 100% coverage and required overlap (head to head coverage) to all landscaped areas and furnish and install a rain sensor.
4. Irrigation Contractor to adapt design to onsite conditions by adjusting heads and changing nozzles as required to ensure coverage and avoid overspray onto buildings or paved areas.
5. The contractor shall ensure that the irrigation system is operational and free of leaks prior to any planting being finalized.
6. Plant material that is installed prior to the irrigation system being operational shall be watered by the contractor at their expense. Water for plant establishment should be included in the cost of the plant.
7. All guidelines as outlined by the South Florida Water Management District (SFWMD) or local water management district with jurisdiction shall be strictly adhered to.
8. Irrigation water whether pumped from a lake or a well shall be treated for algae, rust, etc. to provide clean treated irrigation water that will not clog or stain property or components.
9. If an irrigation system already exists, it shall be repaired and retrofitted to comply with the specifications as outlined above.

J. HARDSCAPE & OTHER MATERIALS

1. If hardscape design elements are part of the scope, refer to those plans and details.
2. The layout and design is to be per local building code and shall comply with ADA standards for access.
3. The contractors on site to coordinate between hardscape schedule and landscape and irrigation milestones.
4. Trees and palms to be located with adequate separation from hardscape elements to avoid future damage to each.

K. UTILITIES / CLEARANCES

1. The contractor shall be responsible for determining the location of all buried utility lines and underground infrastructure. Call toll free 1-800-432-4770, or 811, Sunshine State One Call of Florida, Inc. Notification Center two (2) full business days before digging. In addition, call the Governing Agency's Utilities/Public Works Department to identify possible conflicts.
2. Trees shall be placed a minimum of 5 ft. from underground utilities, unless otherwise required by local municipality.
3. All canopy trees to be planted a minimum of 15' from light source/poles. Unless otherwise approved by the governing authority / Landscape Architect and Owner.
4. Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation. All existing utilities shown on the plans are to be considered approximate and should be verified by the contractor prior to the start of work operations.
5. The final location of trees may be adjusted, as approved and directed by the Landscape Architect in writing, to accommodate utilities compliance. Excavations within 5' of known utilities should be done by hand.
6. Maintain clearance and access to all above ground or at grade meters and equipment.
7. Landscape planting shall be in conformance with FPL Guidelines for setbacks from overhead utility lines.

L. ROOT BARRIERS / ROOT PRUNING

1. Root barriers to be installed as shown on plans. The purpose is to protect hardscape and utilities within 5' of proposed trees. Any proposed new trees as may be deemed necessary as job progresses.
2. Root barrier type will be determined based on the condition.
3. Mechanical Root barriers will be equal to "DeepRoot" and Chemical Root barriers will be equal to "Biobarrier". Substitutions to be approved by Landscape Architect.
4. Root barriers to be installed per manufacturer specifications.
5. Root barrier depths will be determined per the manufacturer recommended depth chart and as required by on-site conditions in a case-by-case basis as deemed necessary by Landscape Architect.

M. LANDSCAPE BACKFILL & SOIL AMENDMENT

1. The soil in the planting beds is to be clean and reasonably free of road rock, concrete, construction debris, weeds, noxious pests and diseases.
2. The existing soils shall be amended as necessary to provide the required organic material and pH level for healthy plant growth. A 70/30 mix (70% sand / 30% organic compost) or 50/50 mix (for sandy soils) shall be used as planting soil for planting. Recycled compost or mucky peat are encouraged as soil amendment alternatives.
3. Planting soil mix shall be delivered to the site in a clean loose and friable condition and is required around the root ball of all trees and large shrubs, the top 6" of all shrub and groundcover beds, and top 2" of all turf grass areas. This soil shall be tilled into the existing soil after the existing soil has been cleaned of all undesirable foreign materials. Planting soil to be weed and pest free.
4. Planting backfill for palms shall be the specified planting soil, or clean coarse native sand unless specified elsewhere.
5. Water-in all new plants during installation. All trees, palms, and large shrubs shall be watered-in utilizing water probe or a tree bar to avoid air pockets.

N. PLANT SIZE & QUALITY

1. All plant material must meet or exceed the minimum size requirements as specified on the plant list. Height specification governs over container size if both specifications given cannot be met. Any other requirements for specific shape or effect as noted on the plan shall also be required for acceptance.
2. Material specified as Balled and Burlapped (B&B) can be accepted in container if not available as B&B at the discretion of Landscape Architect; if so, root bound and/or circling roots shall be removed and root ball must be proportionate to Tree / Palm.
3. Per Florida Grades and Standards. All trees designated as single trunk shall have a single, relatively straight, dominant leader, proper structural branching and even branch distribution. Trunks on palms shall be uniform in thickness for the entire length of the palm and shall not taper off to disproportionate thinness towards the crown. Trees with bark inclusion, lipped branches, and co-dominant trunks will not be accepted. Trees with girdling, circling and/or plunging roots will be rejected.
4. Use nursery grown plant materials that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of Florida Department of Agriculture, "Grade & Standards for Nursery Plants".
5. All trees and palms shall be free of open wounds and unsightly visible scars.
6. All substitutions must be approved by the Landscape Architect / Owner and shall be on an approved species list for the municipality.
7. All container grown material shall be healthy, vigorous, well-rooted plants and established in the container in which they are sold. Plants shall be transplanted into a container and grown in that container sufficiently long enough for the new fibrous roots to have developed so that the root mass will retain its shape and hold together when removed from the container.
8. Field grown trees and palms previously root pruned shall present a root ball with sufficient roots for continued growth without resulting shock.

O. PLANTING INSTALLATION NOTES

1. At the discretion of the Landscape Architect, plants are subject to review for approval for size, variety, condition and appropriateness to the design intent.
2. All synthetic burlap, synthetic string or cords, shall be removed before any trees are planted. All synthetic tape (i.e. tagging tape, nursery tape) shall be removed from trunks, branches, etc. before inspection. The top row of wire basket shall be removed, and 1/3 of any natural burlap shall be removed or tucked into the planting hole before the trees are backfilled.
3. Excavate tree pit to 1-1/2 times the diameter of the balls or containers or 1' wider than the spread of roots and 3" deeper than required for positioning at proper height . Compact a layer of topsoil in bottom before placing plants. Backfill around plants with planting mixture, compacted to eliminate voids and air pockets. Form grade slightly dished and bermed at edges of excavation. Apply 3" of mulch within ring.
4. Set tree no deeper than it was in its original growing condition with the top of the root ball even with, or slightly higher (+/- 1") than the finished grade.
5. All trees/palms shall be planted so the top of the root ball, root flair are slightly above final grade. Shrub material shall be planted such that the top of the plant ball is flush with the surrounding grade.
6. All trees and palms shall be braced / staked per accepted standards by the Florida Nursery, Growers & Landscape Association (FNGLA). Nailing into trees and palms for any reason is prohibited and the material will be rejected. Please refer to the planting details.
7. All trees, new or relocated, to be staked and guyed as detailed.
8. Layout shrubs to create a continuous smooth front line and fill in behind with triangular spacing.
9. Groundcover and shrubs to be spaced in a uniform and consistent pattern per planting details.
10. All "groundcover" requires 75% coverage and must reach 100% coverage per local jurisdictional landscape code.
11. All mechanical equipment, irrigation pumps, FPL transformers, pool pumps, etc. shall be screened on a minimum of three sides with approved landscape shrubs.
12. Contractor shall not mark or scar trunks in any fashion.
13. When requested by Landscape Architect, demonstration of healthy root system if not previously approved, can include tree removal and re-installation for inspection at no additional cost to the owner.
14. Remove rejected plant material from the site immediately and replace with acceptable plants.

P. SUBMITTALS

1. Submit 1 gallon container of all planting media for Landscape Architect review. Samples to include specified planting mix, topsoil, container planting mix, gravel, drainage rock, and mulch as applicable.
2. Submit representative nursery photos of all trees and palms for review prior to delivery to the site. Include scale for height.
3. Submit representative nursery photos of all shrub and groundcover material for review prior to delivery to the site.

Q. MULCH

1. All planting beds shall be mulched to a depth of 3" with an organic Grade 'B' or better mulch approved by Landscape Architect. No heavy metals, such as arsenic, etc. are to be present. The contractor shall provide certification if requested or proof that all mulch is free of environmental contaminants.
2. Preferred mulch is shredded Melaleuca or Eucalyptus. Cypress, Dyed recycled (red, gold and green) mulch is discouraged.
3. Approved shredded organic mulch to be used beyond trunk in all directions and throughout all hedges and plant material.
4. All trees in sodded areas shall have a clean cut 4' diameter mulch ring.
5. All mulch shall have a minimum 3" separation from the trunk of the tree/palm trunk to avoid rotting.

R. FERTILIZATION

1. All Fertilization shall comply with state fertilization laws. Fertilization shall be a granular slow release 13-4-13-4 formulation or similar approved slow-release granules applied per manufacturer suggested application rate chart.
2. Apply fertilizer to new plants at time of planting and at regular quarterly intervals through the agreed maintenance and warranty period.

S. WATERING

1. All plant material shall be watered-in thoroughly at the time of planting.
2. It is the sole responsibility of the Landscape Contractor to ensure that all new plantings receive adequate water during the installation and until acceptance.
3. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to ensure proper plant establishment and development and shall be provided by Contractor as a part of this contract.

T. SOD

1. All pervious areas without groundcover planting, gravel or mulch shall be sodded. The sod shall be as specified on the Landscape Plan.
2. Sod shall be strongly rooted, free from weeds, fungus, insect pests and disease.
3. Sod shall be machine stripped no more than 24 hours prior to laying.
4. Lay sod strips with tight joints, do not overlap, stagger strips to offset joints in adjacent courses. Work sifted soil/sand mix into minor cracks between pieces of sod and remove excess soil where it occurs.
5. Sod on slopes greater than 3:1 shall be immediately staked or pinned during planting.

U. INSPECTION & ACCEPTANCE

1. Notify the governing Agency if required and Landscape Architect of commencement.
2. Onsite plant deliveries shall occur on Monday through Friday only unless otherwise directed by the Landscape Architect / Owner. The contractor shall ensure that plant material is delivered undamaged from transportation or digging operations. The Landscape Architect may reject material that has been damaged or rendered unacceptable due to relocation or transportation from the point of origin. All plant material shall be available for inspection and approval by the Landscape Architect prior to final installation.
3. There shall be one final inspection for approval by each of the presiding governing agency, Landscape Architect and owner. Contractor shall ensure that the plans, details, specifications and notes have been adhered to and that the landscape and irrigation installation is compliant to all items as directed on the plans prior to scheduling of the final inspection.
4. Upon completion of the work, the Landscape Contractor shall notify the Landscape Architect and request a final inspection. Any items that are judged incomplete or unacceptable by the Landscape Architect or owner shall be promptly corrected by the Landscape Contractor.
5. No substitution of plant material, type or sizes will be permitted without prior written authorization from the Landscape Architect and owner.
6. To obtain final payment, Contractor must provide release of all mechanic's liens and material liens.

V. CLEAN UP

1. The Landscape Contractor is responsible for maintaining all landscape planting areas until final acceptance of the owner.
2. Excess soil excavated during planting activity shall be stored or removed. This is to be coordinated with the General Contractor.
3. The contractor is responsible for mowing the entire project during planting and establishment periods, based on mowing project once a month from October to April, and twice a month from April to October (During installation and plant establishment only and until final inspection and owner accepts and takes ownership).
4. Any excess soil, packaging, strapping material, undesired stones or debris resulting from landscape operations shall be removed promptly, keeping the site clean as work progresses.
5. The Landscape Contractor shall at all times keep the premises free from accumulation of waste material or debris caused by their crews during the performance of the work. Upon completion of the work, the contractor shall promptly remove all waste materials, debris, unused plant material, empty plant containers, and all equipment from the project site.

W. MAINTENANCE

1. The Landscape Contractor shall water, mulch, weed, prune, and otherwise maintain all plants, including sod, until completion of contract or final acceptance. Settled plants shall be re-set to proper grade, planting saucers restored, and defective work corrected.
2. The irrigation system should receive monthly wet checks to review the operation of the system. All necessary repairs are to be made by the contractor's crews or Irrigation Subcontractor.
3. All landscape material shall be cut, trimmed, fertilized, and treated for pests and disease during the 12 month warranty period. The irrigation is to be maintained in good operating condition. It is highly recommended that the Landscape Contractor performed these maintenance duties through the entirety of the warranty period.
4. Landscape Contractor to return to job site 12 months after acceptance and remove all tree braces and guying materials. Owner may choose to retain a percentage of payment to ensure compliance.
5. Trees and shrubs shall be maintained to keep clearance of stop signs and safety clearance for visibility at traffic intersection.

X. GUARANTEE & REPLACEMENT

1. By accepting the contract, the Contractor is thereby guaranteeing all plant materials and design for a period of not less than one (1) year from the time of final acceptance by the owner. Contractor shall replace any plants which die or wither within such period with healthy plants that meet specifications of the same species and size without additional cost to the owner unless such death or withering is due to Owner's failure to do ordinary maintenance on such plants after final acceptance in accordance with any maintenance instructions given by Landscape Architect for such plants. Such replacement shall include all plants and labor to plant the replacement plants. Any plant materials damaged by lightning, storms, freeze damage or other "acts of God" as well plants damaged by vehicles, vandalism or neglect are not included in this replacement agreement. If requested, the Landscape Architect may act as a mediator between owner and Landscape Contractor on a time material basis.

Y. MISCELLANEOUS.

1. All work to be done in a professional manner.
2. No change order shall be valid, due or paid unless it is approved by Owner in writing in advance.
3. These notes shall be an integral part of the contract and shall be deemed incorporated therein by reference. In the event of a conflict among the terms among the plans and these notes, the terms of this document shall control.

Z. ABBREVIATIONS IN NOTES AND PLANS

UNO = Unless Otherwise Noted
L.A = Landscape Architect
S.F. = Square Feet
STD = Standard (single trunk)
B&B = Balled and Burlapped
BLDG DEP = Building Department
RFI = Request for Information
FPL= Florida Power & Light
C.O. = Certificate of Occupancy
ISA CA or ISA Arborist = International Society of Arboriculture Certified Arborist

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REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN NOT FOR CONSTRUCTION

THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS.

RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.

ISSUE DATE:	06/02/2026
DESIGNED BY:	KU
DRAWN BY:	KU
CHECKED BY:	KU, KS
BID-CONTRACT:	

This item has been digitally signed and sealed by Paul H. Weinberg, on the date below using a Digital Signature.

REGISTERED LANDSCAPE ARCHITECT PAUL H. WEINBERG LA 6666804 STATE OF FLORIDA

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date: 2026.08.10

PAUL H. WEINBERG, PLA
FLORIDA REG. NO. LA6666804
(FOR THE FIRM)

CLIENT

36TH AND FIFTH CORP

PROJECT

3600 NE 5TH AVENUE
OAKLAND PARK, FL

SHEET TITLE

PLANTING NOTES

SHEET NUMBER LP-001

PROJECT NUMBER 16098.00

Plotted by: kurevs On 6/2/2026, 4:02 PM

Drawing name: H:\16098.00 - 3600 NE 5th Avenue, Oakland Park - SWN Commercial\Ready\Landscape Architecture\CAD\16098.00 - LP-001.dwg

STATUS: PRELIMINARY

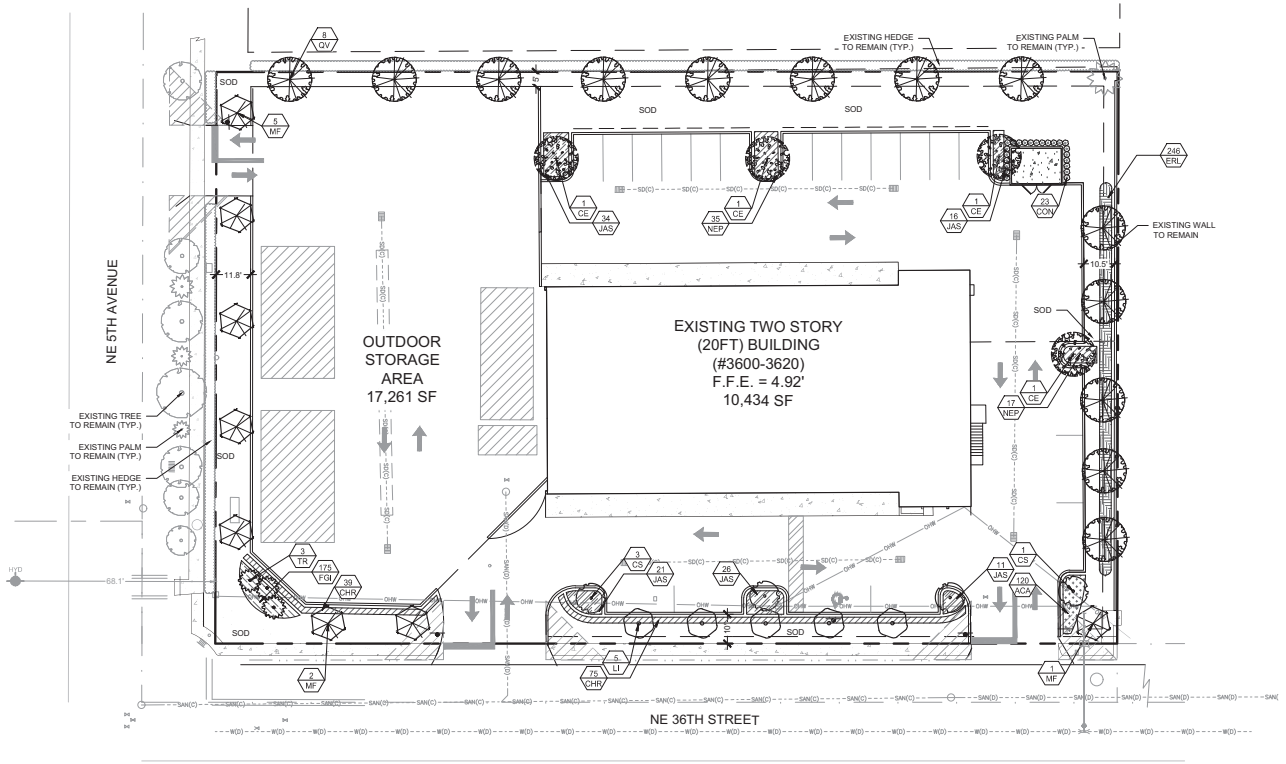
PLANT SCHEDULE							
CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	DBH/CAL	NATIVE	REMARKS
TREES							
CE	4	CONOCARPUS ERECTUS GREEN BUTTONWOOD	12` HT	5` SPR	2.5" CAL	N**	
CS	4	CONOCARPUS ERECTUS 'SERICEUS' SILVER BUTTONWOOD	10` HT	4` SPR	2" CAL	N**	
LI	5	LAGERSTROEMIA INDICA 'NATCHEZ' WHITE CRAPE MYRTLE	12` HT	5` SPR	2.5" CAL	**	
MF	8	MYRCIANTHES FRAGRANS SIMPSON`S STOPPER	10` HT	5` SPR	2.5" CAL	N	MULTI-TRUNK; 3-5 STEMS
QV	13	QUERCUS VIRGINIANA LIVE OAK	12` HT	5` SPR	2.5" CAL	N**	
PALMS							
TR	3	THRINAX RADIATA FLORIDA THATCH PALM	8` CT	10` SPR	N/A	N**	

SHRUBS							
CON	23	CONOCARPUS ERECTUS GREEN BUTTONWOOD HEDGE	24" HT	24" SPR	24" O.C.	N**	
SHRUB AREAS							
ACA	120	ACALYPHA PENDULA DWARF TRAILING CHENILLE	4" HT	12" SPR	12" O.C.	*	
CHR	114	CHRYSOBALANUS ICACO COCO PLUM	24" HT	24" SPR	24" O.C.	N**	
ERL	246	ERNODEA LITTORALIS GOLDEN CREEPER	12" HT	14" SPR	18" O.C.	N**	
FGI	175	FICUS 'GREEN ISLAND' GREEN ISLAND FICUS	12" HT	12" SPR	12" O.C.	**	
JAS	108	JASMINUM VOLUBILE WAX JASMINE	10" HT	16" SPR	24" O.C.	**	
NEP	52	NEPHROLEPIS EXALTATA BOSTON FERN	10" HT	14" SPR	24" O.C.	N**	CERTIFIED NATIVE

N DENOTES NATIVE SPECIES

** DENOTES HIGH DROUGHT TOLERANT SPECIES

* DENOTES MODERATE DROUGHT TOLERANT SPECIES



LANDSCAPE REQUIREMENTS:			
PROJECT INFORMATION:			
ZONING DESIGNATION:	LIGHT INDUSTRIAL (I-1)		
NET SITE AREA - AFFECTED AREA (S.F.)	58,026	1.33	AC
STREET TREES - 1.A.13.a	**REQUIRED**	**PROVIDED**	
WEST (NE 5TH AVE)			
(1) TREE PER 40 LF	5	5	
SOUTH (NE 36TH ST)			
(1) TREE PER 40 LF	8	8	
TOTAL	13	13	*
PERIMETER BUFFER - 1.C.2.a	**REQUIRED**	**PROVIDED**	
EAST			
MIN. 5' WIDE BUFFER			
(1) TREE PER 40 LF	5	5	
(1) SHRUB PER 5 LF	39	>39	
NORTH			
MIN. 5' WIDE BUFFER			
(1) TREE PER 40 LF	8	8	
TOTAL	13	13	
PARKING LOT - 1.C.3.b.	**REQUIRED**	**PROVIDED**	
(1) TREE PER 10 PARKING SPACES	2	2	
TOTAL REQUIRED	**REQUIRED**	**PROVIDED**	
(PERIMETER BUFFER + PARKING ISLAND + STREET TREES)	28	28	
NATIVE TREE REQUIREMENT 1.A.3.g.	**REQUIRED**	**PROVIDED**	
50% OF TOTAL TREES TO BE NATIVE	17	29	
NATIVE SHRUB REQUIREMENT 1.A.3.f.	**REQUIRED**	**PROVIDED**	
40% OF TOTAL SHRUBS TO BE NATIVE	335	435	

NOTES:

1. SOD TO BE ST. AUGUSTINE 'FLORATAM', EXCEPT IN RETENTION AREAS. CONTRACTOR TO DETERMINE QUANTITY.
2. ALL PLANTS TO BE FLORIDA NO. 1 OR BETTER PER FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS.
3. ALL SOD AND LANDSCAPE TO RECEIVE 100% COVERAGE WITH 50% OVERLAP FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
4. BUBBLERS TO BE PROVIDED FOR NEW AND RELOCATED TREES AND PALMS.
5. CONTRACTOR IS RESPONSIBLE FOR ALL CONDITIONS AND LANDSCAPE SPECIFICATION ATTACHED TO THIS PLAN AND PLANT LIST. PLAN AND SPECIFICATIONS SHALL BE CONSIDERED CONTRACT DOCUMENTS.
6. PRE-CONSTRUCTION MEETING IS REQUIRED BEFORE ANY PLANT MATERIAL IS INSTALLED ON SITE.
7. ALL ROAD ROCK, CONCRETE, ASPHALT AND OTHER NON-NATURAL MATERIAL BE REMOVED AND BE REPLACED WITH PLANTING SOIL PRIOR TO LANDSCAPE INSTALLATION.
8. NO TRENCHING ALLOWED WITHIN ROOT ZONES OF EXISTING TREES.
9. ALL CATEGORY 1 INVASIVE/EXOTIC TREES TO BE REMOVED PER LOCAL ORDINANCE.

N

GRAPHIC SCALE

0 20 40

SCALE: 1" = 20 '

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

KEITH
301 East Atlantic Blvd.
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PH: (954) 788-3400
Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
Florida Landscape Architecture Business License: LC26000457

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN NOT FOR CONSTRUCTION

THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS.

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ISSUE DATE:	06/02/2026
DESIGNED BY:	KU
DRAWN BY:	KU
CHECKED BY:	KU, KS
BID-CONTRACT:	

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REGISTERED LANDSCAPE ARCHITECT PAUL H. WEINBERG LA 6666804 STATE OF FLORIDA

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Date: 2026.08.10

PAUL H. WEINBERG, PLA
FLORIDA REG. NO. LA6666804
(FOR THE FIRM)

CLIENT

36TH AND FIFTH CORP

PROJECT

3600 NE 5TH AVENUE OAKLAND PARK, FL

SHEET TITLE

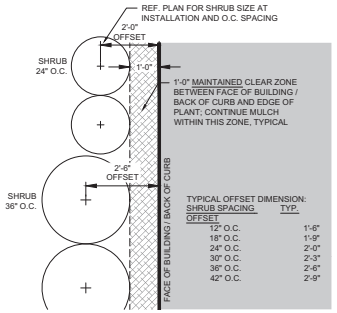
PLANTING PLAN

SHEET NUMBER	LP-101
PROJECT NUMBER	16098.00

STATUS: PRELIMINARY

Plotted by: kurena On 8/19/2026 3:59 PM

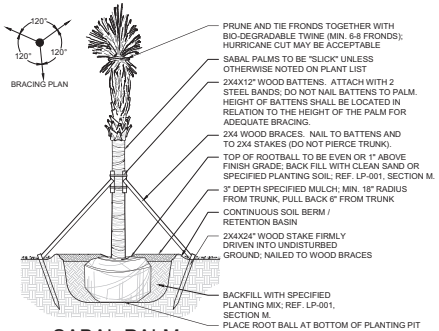
Drawing name: H:\16098.00 - 3600 NE 5th Avenue, Oakland Park - SW Commercial Realty\Landscape Architecture\CAD\16098.00 - LP-101.dwg



TYPICAL SHRUB OFFSET AT BUILDING / CURB

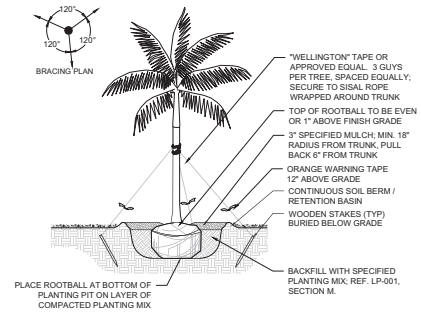
8 PLAN NOT TO SCALE

NOTE:
- REF. LP-001, LANDSCAPE NOTES, FOR ADDITIONAL REQUIREMENTS.
- ROOT BALL SIZE FOR ALL TREES AND PALMS TO BE IN PROPORTION TO SIZE AND TYPE OF PALM PER FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS.



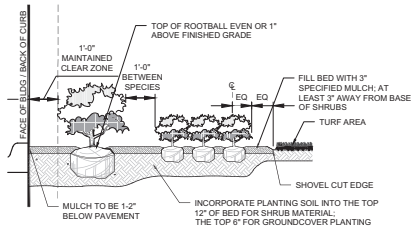
SABAL PALM PLANTING DETAIL

5 SECTION NOT TO SCALE



SMALL / MEDIUM TREE PALM PLANTING DETAIL

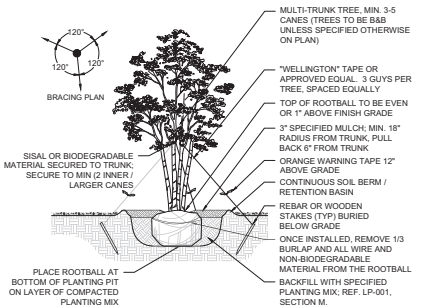
3 SECTION NOT TO SCALE



NOTE:
- PLANT MATERIAL SHALL NOT BE PRUNED PRIOR TO INSTALLATION.
- CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING BEDS PRIOR TO INSTALLATION.

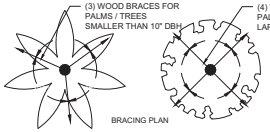
SHRUB AND GROUNDCOVER PLANTING

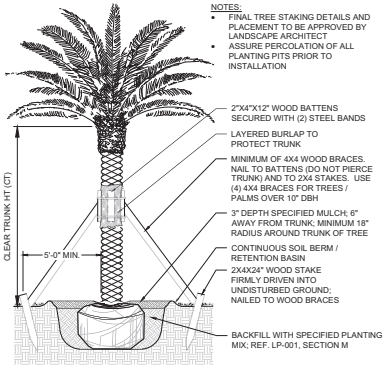
7 SECTION NOT TO SCALE



MULTI-TRUNK TREE PLANTING DETAIL

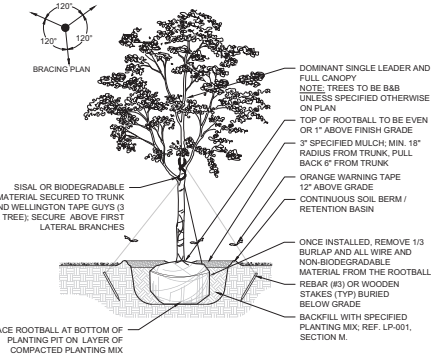
2 SECTION NOT TO SCALE





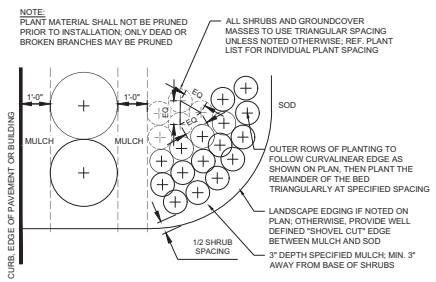
LARGE PALM / TREE PLANTING DETAIL

4 SECTION NOT TO SCALE



SINGLE TRUNK TREE PLANTING DETAIL

1 SECTION NOT TO SCALE



SHRUB AND GROUNDCOVER PLANTING

6 PLAN NOT TO SCALE

KEITH
301 East Atlantic Blvd.
Pompano Beach, FL 33060
PH: (954) 788-3400
Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
Florida Landscape Architecture Business License: LC26000457

REVISIONS

NO.	DESCRIPTION	DATE

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ISSUE DATE:	06/02/2026
DESIGNED BY:	KU
DRAWN BY:	KU
CHECKED BY:	KU, KS
BID-CONTRACT:	

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REGISTERED LANDSCAPE ARCHITECT PAUL H. WEINBERG LA 6666804 STATE OF FLORIDA
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Date: 2026.08.10
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FLORIDA REG. NO. LA6666804
(FOR THE FIRM)

CLIENT
36TH AND FIFTH CORP

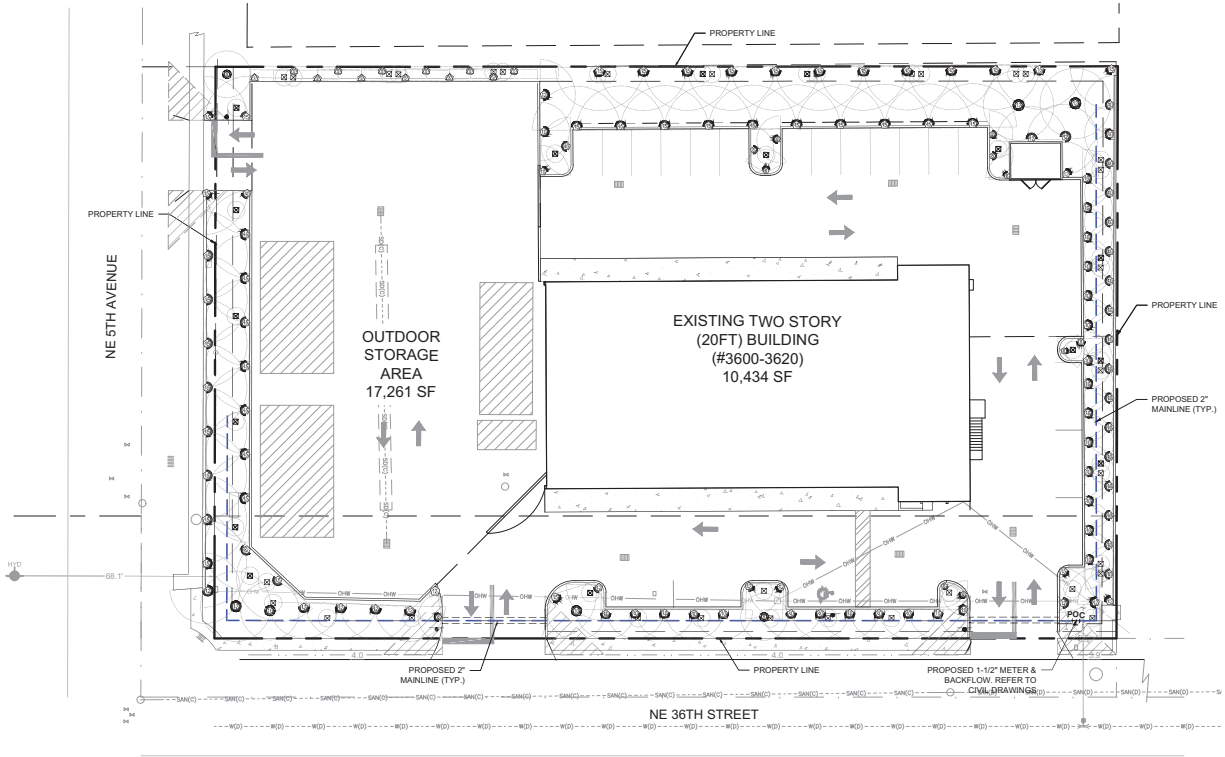
PROJECT
3600 NE 5TH AVENUE
OAKLAND PARK, FL

SHEET TITLE
PLANTING DETAILS

SHEET NUMBER LP-501
PROJECT NUMBER 16098.00

STATUS: PRELIMINARY

Plotted by: kurena On 6/2/2026 4:02 PM
Drawing name: H:\16098.00 - 3600 NE 5th Avenue, Oakland Park - SWA Commercial Realty\Landscape Architecture\CAD\16098.00 - LP-501.dwg



IRRIGATION SCHEDULE	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
EST LCS RCS CST SST	RAIN BIRD 1806-PRS 15 Strip Series SHRUB SPRAY 6IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2IN. NPT FEMALE THREADED INLET. WITH PRESSURE REGULATING DEVICE.
Q T H F	RAIN BIRD 1806-PRS 8 Series MPR SHRUB SPRAY 6IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2IN. NPT FEMALE THREADED INLET. WITH PRESSURE REGULATING DEVICE.
Q T H F	RAIN BIRD 1806-PRS 10 Series MPR SHRUB SPRAY 6IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2IN. NPT FEMALE THREADED INLET. WITH PRESSURE REGULATING DEVICE.
Q T H F	RAIN BIRD 1806-PRS 12 Series MPR SHRUB SPRAY 6IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2IN. NPT FEMALE THREADED INLET. WITH PRESSURE REGULATING DEVICE.
Q T H F	RAIN BIRD 1806-PRS 15 Series MPR SHRUB SPRAY 6IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2IN. NPT FEMALE THREADED INLET. WITH PRESSURE REGULATING DEVICE.
	RAIN BIRD 1806-PRS ADJ SHRUB SPRAY 6IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2IN. NPT FEMALE THREADED INLET. WITH PRESSURE REGULATING DEVICE.
1800	RAIN BIRD 1800-1300AF FLOOD F ADJUSTABLE FLOW 1.0 GPM - 2.3 GPM, FULL CIRCLE BUBBLER, 1/2IN. FIPT INLET.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	RAIN BIRD PEB 1IN., 1-1/2IN., 2IN., 3IN. PLASTIC INDUSTRIAL REMOTE CONTROL VALVE. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION.
POC	POINT OF CONNECTION 1 1/2"
	IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 SYSTEM PIPE SIZE 3/4" SHALL BE CLASS 200 PVC; SYSTEM PIPE SIZE 1" OR GREATER SHALL BE CLASS 160 PVC.
	IRRIGATION MAINLINE: PVC SCHEDULE 40
	PIPE SLEEVE: PVC SCHEDULE 40



NOTES:

1. ALL SOD AND LANDSCAPE TO RECEIVE 100% COVERAGE WITH 50% OVERLAP FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
2. A RAIN SENSOR MUST BE INSTALLED TO OVER-RIDE THE CONTROLLER.
3. BUBBLERS TO BE PROVIDED FOR NEW AND RELOCATED TREES AND PALMS.
4. CONTRACTOR IS RESPONSIBLE FOR ALL CONDITIONS AND IRRIGATION SPECIFICATION ATTACHED TO THIS PLAN. PLAN AND SPECIFICATIONS SHALL BE CONSIDERED CONTRACT DOCUMENTS.
5. INVESTIGATE TO DETERMINE AND VERIFY THE LOCATION OF UNDERGROUND UTILITIES BEFORE EXCAVATION.
6. REFER TO SHEET LI-501 FOR ADDITIONAL IRRIGATION SPECIFICATIONS AND DETAILS.
7. NOZZLE SELECTION BASED ON COVERAGE REQUIREMENTS.

N

GRAPHIC SCALE
0 20 40
SCALE: 1" = 20 '

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

KEITH
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REGISTERED LANDSCAPE ARCHITECT PAUL H. WEINBERG LA 6666804 STATE OF FLORIDA

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Date: 2026.08.10

PAUL H. WEINBERG, PLA
FLORIDA REG. NO. LA6666804
(FOR THE FIRM)

CLIENT
36TH AND FIFTH CORP

PROJECT
3600 NE 5TH AVENUE
OAKLAND PARK, FL

SHEET TITLE
IRRIGATION PLAN

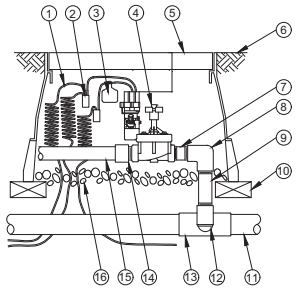
SHEET NUMBER LI-101

PROJECT NUMBER 16098.00

STATUS: PRELIMINARY

Plotted by: kurena On 8/19/2025 11:51 AM

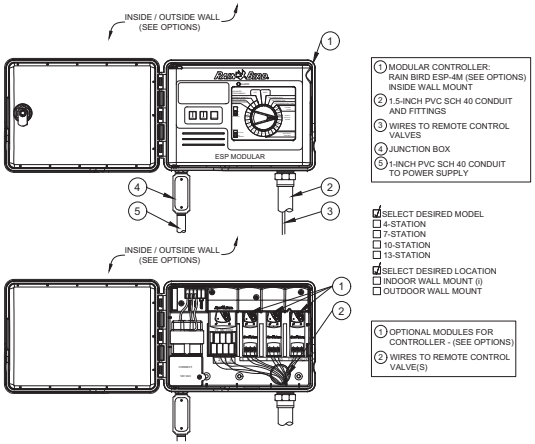
Drawing name: H:\16098.00 - 3600 NE 5th Avenue, Oakland Park - SW Commercial Realty\Landscape Architecture\CAD\16098.00 - LI-101.dwg



1. WIRE COIL
2. WATERPROOF CONNECTION
3. ID TAG: RAIN BIRD VID SERIES
4. REMOTE CONTROL VALVE
5. VALVE BOX WITH COVER
6. FINISH GRADE/TOP OF MULCH
7. PVC SCH 80 NIPPLE (CLOSE)
8. PVC SCH 40 ELL
9. PVC SCH 80 NIPPLE
10. BRICK (1 OF 4)
11. PVC MAINLINE PIPE
12. SCH 80 NIPPLE
13. PVC SCH 40 TEE OR ELL
14. PVC SCH 40 MALE ADAPTER
15. PVC LATERAL PIPE
16. WASHED GRAVEL

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.

6 RAINBIRD PEB VALVE
PLAN — NOT TO SCALE



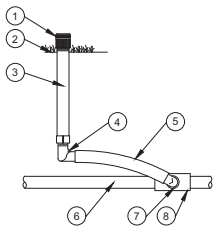
1. MODULAR CONTROLLER: RAIN BIRD ESP-4M (SEE OPTIONS) INSIDE WALL MOUNT
2. 1.5-INCH PVC SCH 40 CONDUIT AND FITTINGS
3. WIRES TO REMOTE CONTROL VALVES
4. JUNCTION BOX
5. 1-INCH PVC SCH 40 CONDUIT TO POWER SUPPLY

☑ SELECT DESIRED MODEL
☐ 4-STATION
☐ 7-STATION
☐ 10-STATION
☐ 13-STATION

☑ SELECT DESIRED LOCATION
☐ INDOOR WALL MOUNT (i)
☐ OUTDOOR WALL MOUNT

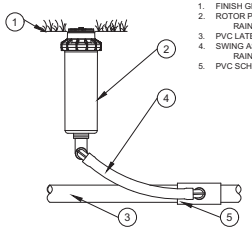
1. OPTIONAL MODULES FOR CONTROLLER - (SEE OPTIONS)
2. WIRES TO REMOTE CONTROL VALVE(S)

RAINBIRD IRRIGATION DETAIL MODULAR CONTROLLER
5 SECTION — NOT TO SCALE



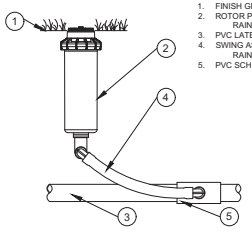
1. ADJUSTABLE FULL CIRCLE BUBBLER: RAIN BIRD 1300A-F
2. FINISH GRADE/TOP OF MULCH
3. UV RADIATION RESISTANT 1/2" PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
4. 1/2" FEMALE NPT X 0.490" BARB ELBOW: RAIN BIRD MODEL SBFE-050
5. SWING PIPE, 12" LENGTH: RAIN BIRD MODEL SP-100
6. PVC LATERAL PIPE
7. 1/2" MALE NPT X 0.490" BARB ELBOW: RAIN BIRD MODEL SBE-050
8. SCH 40 TEE OR ELL

RAINBIRD IRRIGATION DETAIL PCN BUBBLER
4 SECTION — NOT TO SCALE



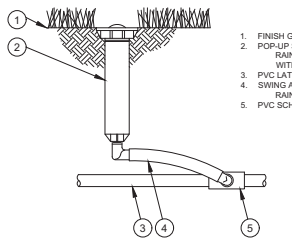
1. FINISH GRADE/TOP OF MULCH
2. ROTOR POP-UP SPRAY SPRINKLER: RAIN BIRD - (SEE OPTIONS)
3. PVC LATERAL PIPE
4. SWING ASSEMBLY: RAIN BIRD MODEL SA125050
5. PVC SCH 40 TEE OR ELL

RAINBIRD IRRIGATION DETAIL ROTOR POP-UP SPRINKLER (8005)
3 SECTION — NOT TO SCALE



1. FINISH GRADE/TOP OF MULCH
2. ROTOR POP-UP SPRAY SPRINKLER: RAIN BIRD - (SEE OPTIONS)
3. PVC LATERAL PIPE
4. SWING ASSEMBLY: RAIN BIRD MODEL SA125050
5. PVC SCH 40 TEE OR ELL

RAINBIRD IRRIGATION DETAIL ROTOR POP-UP SPRINKLER (3504-PC)
2 SECTION — NOT TO SCALE



1. FINISH GRADE/TOP OF MULCH
2. POP-UP SPRAY SPRINKLER: RAIN BIRD 1806 WITH RAIN BIRD ROTARY NOZZLE
3. PVC LATERAL PIPE
4. SWING ASSEMBLY WITH 1800 VPC RAIN BIRD MODEL SA 6050
5. PVC SCH 40 TEE OR ELL

RAINBIRD IRRIGATION DETAIL 1806 6" POP-UP SPRAY HEAD
1 SECTION — NOT TO SCALE

IRRIGATION NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR ALL MATERIAL REQUIRED TO MAKE THE SYSTEM FUNCTION PROPERLY. ALL IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND ALSO STATE AND/OR LOCAL CODES.
2. IRRIGATION PLANS ARE SCHEMATIC AND DRAWN FOR GRAPHIC CLARITY. ALL PIPING BELOW PAVEMENT SHALL BE SLEEVED. LAYOUT OF IRRIGATION SYSTEM SHALL BE COORDINATED WITH CORRESPONDING LANDSCAPE PLAN.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING LOCAL UNDERGROUND UTILITY PROVIDERS TO VERIFY LOCATIONS. THE CONTRACTOR IS ENCOURAGED TO VISIT THE SITE PRIOR TO INSTALLATION AND BECOME FAMILIAR WITH EXISTING CONDITIONS.
4. VALVE LOCATIONS ARE SCHEMATIC ONLY AND WILL BE ADJUSTED FOR SITE CONDITIONS. EACH VALVE SHALL BE INSTALLED IN A AMETEK OR CARSON VALVE BOX. THE FLOW ADJUSTMENT FEATURE WILL BE USED TO BALANCE PRESSURE THROUGHOUT THE SYSTEM.
5. PIPING SHALL BE SIZED TO MINIMIZE FRICTION LOSS AND MAINTAIN FLOW VELOCITY BELOW 5 FPS.
6. THE IRRIGATION CONTROLLER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S RECOMMENDATIONS. PROPER GROUNDING EQUIPMENT AND SURGE PROTECTION SHALL BE PROVIDED. A RAIN SENSOR SHALL BE INSTALLED TO OVER-RIDE THE CONTROLLER.
7. ALL HEADS ON RISERS SHALL BE SET AT THE HEIGHT OF ADJACENT PLANT MATERIAL.
8. SPRINKLER LOCATIONS ADJACENT TO PAVEMENT, STRUCTURES, FENCES, ETC. SHALL BE OFFSET AS FOLLOWS: 12" MIN FOR POP-UP MIST HEADS, 18" FOR SHRUB RISERS, 18" FOR ROTOR HEADS, AND TYPICALLY 5 FEET FOR ROTORS ALONG UNCURBED ROADWAYS.
9. ALL SLEEVING SHALL BE SCH 40 PVC TO SIZE INDICATED ON PLAN, OR IF NOT INDICATED, A MIN. OF 2 PIPE SIZES LARGER THAN SUPPLY LINE CONTAINED. ALL SLEEVES SHALL BE INSTALLED A MIN. OF 24" BELOW FINISH GRADE.
10. CONTROL WIRES SHALL BE UL APPROVED PE IRRIGATION CONTROL WIRE. USE 14 GAGE CONTROL WIRE AND 12 GAGE GROUND WIRE. WIRE SHALL BE BUNDLED AND ATTACHED TO THE MAIN LINE IN TRENCH OR THROUGH WIRE SLEEVES AT PAVEMENT CROSSINGS 24" BELOW FIN. GRADE. ALL SPLICES SHALL BE MADE WITH WATERPROOF DIRECT-BURIAL SPLICE KITS AND CONTAINED IN VALVE BOXES. TWO EXTRA CONTROL WIRES SHALL BE INSTALLED TO THE FURTHEST VALVES IN EACH DIRECTION FROM THE CONTROLLER.
11. PIPING IN NARROW PLANTING AREAS, PARKING ISLANDS AND PLANTERS SHALL BE SET TO ONE SIDE TO ALLOW ROOM FOR ROOT BALLS. PIPE AS INDICATED ON PLAN IS SCHEMATIC AND SHOULD BE ADJUSTED FOR FIELD CONDITIONS.
12. ALL GLUE JOINTS SHALL BE CLEANED, SANDED, AND TREATED WITH A COLORED HIGH ETCH PRIMER AND JOINED USING A SOLVENT CONFORMING WITH ASTM D2564.
13. SYSTEM PIPE SIZE 3/4" SHALL BE CLASS 200 PVC; SYSTEM PIPE SIZE 1" OR GREATER SHALL BE CLASS 160 PVC. SYSTEM MAIN WILL BE SCH. 40 PVC TO SIZE INDICATED ON PLAN. ALL FITTINGS WILL BE SOLVENT WELD SCH 40 PVC. MAIN LINE SHALL HAVE 24" MINIMUM COVER; ALL OTHER PIPING WILL HAVE 12" MIN. COVER. ALL BACKFILL FOR PIPE TRENCHES SHALL BE CLEAN AND FREE OF FOREIGN DEBRIS AND SHARP OBJECTS; BACKFILLED TRENCHES SHALL BE PROPERLY COMPACTED. ALL MAIN LINES WILL BE INSTALLED A MIN. OF 3' FROM ANY TREE OR PALM.
14. WATERING TIME PER STATION WILL BE DETERMINED IN THE FIELD AND PER LOCAL REQUIREMENTS. REFER TO MANUFACTURER'S INSTRUCTIONS FOR PRECIPITATION RATES OF SPRINKLERS SPECIFIED.
15. IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE WITH 50% OVERLAP MINIMUM. PROVIDE BUBBLERS FOR ALL NEW AND RELOCATED TREES AND PALMS.
16. RUST CONTROL SYSTEM TO BE INSTALLED WITH PUMP STATION (IF FROM WELL).
17. THE IRRIGATION SYSTEM IN THE RIGHT-OF-WAY IS TO INCORPORATE LOW TRAJECTORY SPRAY HEADS TO MINIMIZE OVERSPRAY.
18. AS-BUILT DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR AND GIVEN TO THE OWNER PRIOR TO FINAL ACCEPTANCE. THE SITE SHALL BE LEFT IN A NEAT AND PRESENTABLE CONDITION SATISFACTORY TO THE OWNER PRIOR TO SUBMITTAL OF THE FINAL PAYMENT.

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PAUL H. WEINBERG, PLA
FLORIDA REG. NO. LA6666804
(FOR THE FIRM)

CLIENT
36TH AND FIFTH CORP

PROJECT
3600 NE 5TH AVENUE
OAKLAND PARK, FL

SHEET TITLE
IRRIGATION DETAILS

SHEET NUMBER	LI-501
PROJECT NUMBER	16098.00

Plotted by: kurrera On 6/2/2026 4:53 PM
Drawing name: H:\16098.00 - 3600 NE 5th Avenue, Oakland Park - SWN Commercial Realty\Landscape Architecture\CAD\16098.00 - LI-501.dwg
STATUS: PRELIMINARY

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 4

MEETING DATE: 9/9/2026

PREPARED BY:	City Clerk's office	**DEPARTMENT HEAD APPROVAL:**	CITY CLERK

SUBJECT: Approval of Minutes - June 17, 2026

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

3. FINANCIAL IMPACT

4. RECOMMENDATION

ATTACHMENTS:

Minutes

City Hall Commission Chambers
1100 Park Lane East
Oakland Park, Florida 33334

DRAFT MINUTES
CITY COMMISSION MEETING
JUNE 17, 2026, 6:30 P.M.

The regular meeting of the City Commission of the City of Oakland Park, Florida, was called to order at 6:30 p.m. by Mayor Arnst.

NOTE: A CRA meeting was held prior to public comments.

ROLL CALL

Present:
Mayor Steven R. Arnst
Vice Mayor Aisha Gordon
Commissioner Letitia Newbold
Commissioner Fitzgerald Budhoo
Commissioner Tim Lonergan

Also Present:
City Manager David Hebert
City Attorney DJ Doody
City Clerk Renee M. Shrout

PLEDGE OF ALLEGIANCE

A moment of silence was followed by the Pledge of Allegiance.

PROCLAMATIONS

Juneteenth - June 19, 2026

Commissioner Budhoo moved to publish the proclamation. Vice Mayor Gordon seconded the motion, which prevailed by the following vote:

YES: Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

The proclamation was presented to Dr. Tameka Bradley, Regional Manager of the Broward County African American Research Library and Cultural Center.

Oakland Park's 97th Birthday (July 1)

Commissioner Lonergan moved to publish the proclamation. Commissioner Budhoo seconded the motion, which prevailed by the following vote:

YES: Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

The proclamation was presented to Robert Rutherford, member of the Historic Preservation Board.

Heidi Burnett Day - July 3, 2026

Commissioner Lonergan moved to publish the proclamation. Commissioner Newbold seconded the motion, which prevailed by the following vote:

YES: Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

The proclamation was presented to retiring employee Heidi Burnett, Director of Library and Cultural Services.

ADDITIONS / CHANGES / DELETIONS

City Manager Hebert added the supplemental agenda consisting of new items 11A, 11B, and 11C pertaining to the Horizon Development and an agreement for additional landscaping on Prospect Road.

- Commissioner Lonergan pulled Item 6, Agreement with Amici Engineering Contractors LLC for Galvanized Water Service Line Replacements, and added the supplemental agenda to the agenda.

Commissioner Budhoo moved to approve the amendments to the Agenda. Commissioner Newbold seconded the motion, which prevailed by the following vote:

YES: Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

Commissioner Budhoo moved to approve the amended Agenda. Commissioner Lonergan seconded the motion, which prevailed by the following vote:

YES: Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

PRESENTATIONS

* Solid Waste Rate Study Presentation

Julie Leonard, Public Works Director, introduced Peter Engel, Kessler Consulting, who provided the presentation.

Mr. Engel began by explaining that the City's Solid Waste Division operates as an enterprise fund fully supported by its rates paid by the residential and commercial customers. The Division needs to maintain unrestricted reserves sufficient to cover unanticipated expenses and maintain the high-quality, reliable service it provides to customers. The last rate study, conducted in 2022, found that the City's solid waste service rates were lower than those of most peer communities. The study proposed a phased rate adjustment, which the City modified and implemented. Since that time, the financial conditions for the City's solid waste services have changed; notable personnel costs have increased, outpacing inflation; disposal costs have increased significantly; and capital outlay for fleet replacements has increased. In addition, the

Solid Waste Authority is seeking to establish a new system for recycling and disposal contracts. A decision is pending in August.

He provided a quick overview of residential and commercial collection services. Residential garbage pickup is twice a week with automated curbside service in 95-gallon carts. Recycling is once a week with automated curbside service in 64-gallon carts; bulk waste pickup is once a month. Fees are billed annually through Non-Ad Valorem Special Assessment. Commercial Dumpster collection ranges from pickup 1- 5 times a week in 2–8-yard dumpster sizes; recycling is in roll carts, and billing is monthly through utility bills. Any rate comparison with other communities must account for differences in collection services and rate-setting practices. Oakland Park is in the range of other neighboring communities.

The 2026 dumpster service rate comparison indicated that the average rates in Oakland Park are significantly less than those in neighboring communities. The comparison indicates that commercial rate increases could generate additional revenue to help cover cost increases while remaining competitive with other cities in the region.

He reviewed the financial performance history, which indicates revenues have been sufficient. The city will need significant capital to replace the fleet. He outlined the results of a residential rate comparison with other local cities.

Commissioner Lonergan asked the average age of the fleet, and Mr. Engel said 5 to 7 years was the target age before vehicles were moved from frontline to backup. He noted there was a backlog of old trucks. City Manager Hebert said the Solid Waste Authority would be important in future planning. He said this was not a recommendation at this point; in July, he would bring forward a fleet request and a plan for the CIP.

Commissioner Budhoo requested a comparison of tonnage to other cities and the impact tonnage had on fleet replacement. City Manager Hebert explained that many factors went into that decision. He noted they limited bulk trash to the size of a vehicle, reducing dumping fees. Commissioner Newbold thanked staff for the presentation and asked for clarification regarding total expenses exceeding revenue. Mr. Engel explained that a significant percentage was related to fleet replacement in 2027. Mayor Arnst pointed out that any projection past 2028 was speculation because they were not certain they would join the Solid Waste Authority and those rates would not take effect until fiscal year 2028.

Vice Mayor Gordon pointed out that the City's rate was lower than other cities. She was looking forward to the Solid Waste Authority presentation. Mayor Arnst reminded everyone that all information was online and the meetings were public.

*** Environmental Stewardship and Sustainability Update**

Molly Ferch, Environmental Sustainability Coordinator, and Julie Leonard, Public Works Director, provided the presentation. The City's Strategic Performance areas include enhanced tree giveaways; the 10-year Water Supply Plan; water conservation outreach; aquatic plantings; maintenance and development of bioswales; and Keep Oakland Park Beautiful initiative. All performance areas are ongoing and will continue to grow every year. Current citywide initiatives and programs include: Adopt a Street; Neighborhood cleanups; tree plantings and giveaways; invasive species removals; electronic recycling; stormwater projects and outreach; roll with reusables; and Certified Wildlife habitats. She reported that 6,408 pounds of electronics from the old City Hall when it was vacated were sent to a recycling facility instead of the landfill. Staff continues to recycle electronics internally. Sustainability and IT have worked together to create standard operating procedures to recycle all internal electronics (computers, speakers, laptops, lighting, etc.) and plan to expand the initiative to the public next year.

The Storm Water Master Plan includes 14 identified capital projects; Floranada Pump Stations and Drainage Wells; Northwestern Lakes Project; Lake Tahoe; Interconnecting Drainage System ; Critical Outfall Structures (Citywide); NE 6th Avenue Pump Station; N. Andrews Avenue & Oakland Park Boulevard N. Andrews Gardens Pump Station; Tidal Valves; Replacing Flood Barriers; Protecting Sanitary Sewer Lift Stations; NE 48th and NE 15th Way/NE 16th Avenue; West Coral Lake; East Coral River. These projects are either being addressed currently or will be addressed to increase the sustainability and resilience of our drainage infrastructure. The Master Plan addresses challenges related to sea level rise, flooding, and surface water quality. The NE 6th Avenue Pump Station is fully designed and ready to be bid.

The Vulnerability Assessment will be fully completed by July 2026. In 2022, FDP developed new standards for flood vulnerability. This will help with future funding of the Florida Resilient Grant program. She provided an update on the 2019 Joint Climate Action Plan with Wilton Manors that, as of last year, includes 7 goals and 29 proposed actions. Last year, the Joint Adaptation Plan was developed to identify and implement strategies to reduce the risk of flooding and sea level rise, with particular emphasis on critical infrastructure, public assets, natural resources, and sustainability. We were awarded a Florida Resilient grant to help fund the plan. The plan will include a Private Property adaptation guidebook for single-family homeowners to easily understand how flooding affects their private property.

She introduced a heat spot analysis map she worked on during a 10-week Urban Heat Vulnerability project with NASA to identify mitigation for urban heating. Strategic greening has been taking place at City Centennial Park, an area more vulnerable to extreme heat.

The city allocates $50,000 annually to expand tree canopy. The city received a Broward County grant for trail barriers and signage improvements at Lakeside Sand Pine Preserve, which was recently completed. The improvements along with the closing of the park 6 days a week has drastically improved the native habitat.

The City has participated in the National Wildlife Federation Habitats for the past 28 years and has 198 habitats throughout the city. Six were certified this year, not including residential properties that have been added.

In our first year as a Keep America Beautiful affiliate, Keep Oakland Park Beautiful has hosted A community pollinator garden, community cleanups, and a backyard composting workshop. We also started citywide battery recycling, and the Beautification Advisory Board is hard at work on the projects.

Commissioner Budhoo requested education and outreach to increase recycling. Commissioner Newbold asked about the Sand Pine rehabilitation, and Ms. Ferch said the restoration was ongoing. Commissioner Lonergan thanked all the volunteers who were helping with the restoration. Ms. Ferch informed Mayor Arnst that they had relocated the feral dogs and there were no burrowing owls, but there were gopher tortoises.

1. PUBLIC COMMENTS

At this time, any person will be allowed to speak on any matter that pertains to City business for a length of time not to exceed four minutes per person.

Wallis Peterson, 1941 NW 36th Street, shared concerns about a lack of transparency. She said Commission members often forwarded residents' concerns to staff, but staff did not forward responses to residents, and requests were being ignored. She stated her gratitude to Heidi Burnett and said she would be missed.

Chris Fischer, 3711 NE 13th Avenue, recognized the tremendous progress being made on Greenleaf Park. He then spoke about City Manager Hebert's annual review and compensation. He expressed his concerns regarding a lack of transparency with the public. He suggested the City initiate a regular "Coffee with the City Manager" event once per month.

Eric Peterson, 1941 NW 36th Street, spoke on City Manager Hebert's performance and compensation and asked that it not be increased. He shared a copy of a report commissioned from HRCC Consulting recommending City Manager Hebert's compensation be maintained or increased and also recommending additional perks. Mr. Peterson said City Manager Hebert was already the highest paid City Manager among the nine comparable Broward County cities.

Robert Taflinger, 3605 NE 19th Avenue, said he was an LGA graduate and asked about the City's plan to address the reduction in property tax if the ballot initiative passes.

Stacey Norcross, South Oakland Forest Drive, urged the City Commission to reject any proposal to increase City Manager Hebert's compensation. She pointed out that the City's annual contribution to City Manager Hebert's retirement was over $100,000, more than the annual salary of many Fire Rescue personnel. She also reminded everyone that the proposed property tax reduction could significantly impact the City.

CONSENT AGENDA

Commissioner Lonergan moved to approve the Consent Agenda, consisting of Items 2, 3, 4, 5, 7, 8, and 9. Commissioner Budhoo seconded the motion, which prevailed by the following vote:

YES: Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

2. Approval of Minutes - April 15, 2026

Approved on consent.

3. Final Renewal of Agreement for School Crossing Guard Services (ITB #063020)

Adopted on consent.

The resolution, as adopted, carried the following title:

RESOLUTION R-2026-068

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE FINAL RENEWAL OF THE AGREEMENT WITH WATERFORD FLORIDA STAFFING, LLC D/B/A STAFFING CONNECTION FOR CROSSING GUARD SERVICES FOR THE PERIOD AUGUST 1, 2026, THROUGH JULY 31, 2028, AT THE RATES STATED IN THE AMENDED AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

4. Children's Services Council M.O.S.T. (Maximizing Out of School Time) Grant Award Acceptance.

Adopted on consent.

The resolution, as adopted, carried the following title:

RESOLUTION R-2026-069

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE GRANT AGREEMENT AND ALL REQUISITE GRANT-RELATED DOCUMENTS BETWEEN THE CITY OF OAKLAND PARK AND THE CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY FOR ACCEPTANCE OF THE M.O.S.T. GRANT; PROVIDING FOR A PROPOSED BUDGET AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

5. **Renewal of Banking Services Agreement with Wells Fargo**

Adopted on consent.

The resolution, as adopted, carried the following title:

RESOLUTION R-2026-070

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE RENEWAL OF THE BANKING SERVICES AGREEMENT WITH WELLS FARGO FOR A ONE-YEAR TERM, BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027, AND GRANTING AUTHORITY TO THE CITY MANAGER AND DIRECTOR OF FINANCIAL SERVICES TO APPROVE AMENDMENTS TO THE CONTRACT, AS APPROPRIATE, TO MEET FUTURE TREASURY OPERATIONAL NEEDS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

7. **Authorization to Purchase and Install Window Tinting at the New City Hall Building**

Adopted on consent.

The resolution, as adopted, carried the following title:

RESOLUTION R-2026-072

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE AND INSTALLATION OF WINDOW TINTING FROM CAROLINA PREMIER WINDOW FILMS, INC., PIGGYBACKING THE SCHOOL BOARD OF BREVARD COUNTY CONTRACT NO. 25-0767-B-HD FOR WINDOW TINTING & GRAPHIC LAMINATION SERVICES, IN THE AMOUNT OF $41,669.31 ; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

8. **Resolution of Support for FY27 Florida Cultural Facilities Grant Application**

Adopted on consent.

The resolution, as adopted, carried the following title:

RESOLUTION R-2026-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE ALL APPROPRIATE DOCUMENTS TO SUBMIT A GRANT APPLICATION TO THE FLORIDA DIVISION OF ARTS AND CULTURE CULTURAL FACILITIES PROGRAM REQUESTING $500,000.00 FOR THE CONSTRUCTION OF THE CENTENNIAL PARK PERFORMANCE SPACE PROJECT AND FURTHER AUTHORIZING AN AMOUNT OF $1,000,000.00 AS THE CITY'S MATCHING FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

9. **Approval to Enter into an Agreement with Advance Roofing, Inc. Utilizing City of Cape Coral Contract No. RPW22137MM-A.**

Adopted on consent.

The resolution, as adopted, carried the following title:

RESOLUTION R-2026-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH ADVANCED ROOFING, INC., PIGGYBACKING THE CITY OF CAPE CORAL CONTRACT NO. RPW22137MM-A FOR ROOFING MAINTENANCE AND REPAIR SERVICES, IN AN AMOUNT NOT TO EXCEED BUDGETED AVAILABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTIONS AND MISCELLANEOUS

(Item 6 was pulled from the Consent Agenda under Additions/Changes/Deletions)

6. **Agreement with Amici Engineering Contractors LLC for Galvanized Water Service Line Replacements.**

Julie Leonard, Director of Public Works, presented that the city has over 1,600 aging galvanized service lines for potable water. The city's water service line is between the water main and the customer's water meter. Galvanized lines are susceptible to corrosion, reduced water quality, service disruptions, and increased maintenance needs.

Commissioner Lonergan moved to adopt the resolution. Commissioner Budhoo seconded the motion, which prevailed by the following vote:

YES: Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

The resolution, as adopted, carried the following title:

RESOLUTION R-2026-071

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIAL TO EXECUTE AN AGREEMENT WITH AMICI ENGINEERING CONTRACTORS LLC FOR GALVANIZED POTABLE WATER SERVICE LINE REPLACEMENT SERVICES IN AN AMOUNT NOT TO EXCEED $497,188.80, PIGGYBACKING THE SEACOAST UTILITY AUTHORITY PIPELINE CONTINUING CONTRACTORS PROGRAM CONTRACT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

NOTE: The City Commission took a brief recess.

10. Unsafe Structures Board - Two (2) Members

Commissioner Lonergan moved to reappoint Cheryl Rae Sader and Marylou Adams. Commissioner Budhoo seconded the motion, which prevailed by the following vote:

YES: Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

Commissioner Budhoo moved to adopt the resolution. Commissioner Newbold seconded the motion, which prevailed by the following vote:

YES: Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

The resolution, as adopted, carried the following title:

RESOLUTION R-2026-075

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA APPOINTING TWO (2) MEMBERS TO SERVE ON THE UNSAFE STRUCTURES BOARD FOR A THREE (3) YEAR TERM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

11. City Manager Performance Evaluation 2026

City Manager Hebert reminded the City Commission that this was not an action item. Commission members each stated they have ongoing discussions with the City Manager as issues arise and are satisfied with his performance.

11A. Horizon Extension Request - 16th Amendment to the PSA with Horizon Oakland Park, LLC for the acquisition of Downtown Properties.

City Manager Hebert reported that this was a four-month extension and would continue it through November 2026. Any additional changes would require a neighborhood participation meeting, an application for a change to the building plan, a DRC review, and a more complete change to the development agreement. It would also include a $350.00 non-refundable contribution towards the purchase price.

Alphonso Costa Jr., COO of the Falcone Group, Developer of Horizon of Oakland Park, said the project had been four years in the making and reported that Greenleaf Park would be completed this summer. He stated that after review, they would need to conduct a neighborhood participation meeting and return to the DRC and City Commission for approval. He said they were just asking for more time to ensure the final delivered project was best in class. He was committed to the project and did not believe they would request another extension.

Commissioner Budhoo asked about adding additional affordable units if they could get more funding from Broward County, and Mr. Costa said they would be open to that.

City Manager Hebert noted their partnership with the County had been generous but did not have a nexus with the affordability component. He said the City's CRA did not have Tax Increment Financing (TIF). He stated he and Mr. Costa had discussed the possibility of increasing the number of affordable units, but they could not commit to it at this time.

Commissioner Lonergan thanked Mr. Costa for his continued partnership with the City. He asked about the impact the delay would have on parking, and City Manager Hebert said the fencing should go up at the end of the year, close to the end of the 13th Avenue project. Vice Mayor Gordon said the good faith deposit showed intent.

Commissioner Lonergan moved to adopt the resolution. Commissioner Newbold seconded the motion, which prevailed by the following vote:

YES: Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

The resolution, as adopted, carried the following title:

RESOLUTION R-2026-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE SIXTEENTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND HORIZON OAKLAND PARK, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

11B. **Horizon Extension Request - Seventh Amendment to the Development Agreement with Horizon Oakland Park, LLC for the acquisition of Downtown Properties.**

Commissioner Budhoo moved to adopt the resolution. Commissioner Lonergan seconded the motion, which prevailed by the following vote:

YES: Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

The resolution, as adopted, carried the following title:

RESOLUTION R-2026-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE SEVENTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN HORIZON OAKLAND PARK, LLC AND THE CITY OF OAKLAND PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

11C. **Approval and Execution of a First Amendment to the Joint Participation Agreement between Broward County and the City of Oakland Park for Additional Landscaping within the Prospect Road Landscape, Hardscape and Irrigation Improvements Project**

Commissioner Lonergan moved to adopt the resolution. Commissioner Budhoo seconded the motion, which prevailed by the following vote:

YES: Commissioner Newbold, Commissioner Budhoo, Commissioner Lonergan, Vice Mayor Gordon, Mayor Arnst

The resolution, as adopted, carried the following title:

RESOLUTION R-2026-078

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE JOINT PARTICIPATION AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF OAKLAND PARK FOR THE INSTALLATION OF LANDSCAPING IMPROVEMENTS ON PROSPECT ROAD FROM DIXIE HIGHWAY TO NW 15 AVENUE, TO BE PAID FOR BY BROWARD COUNTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

12. **REPORTS FROM THE CITY COMMISSION**

Commissioner Newbold commented as follows:

1) She said the Pride event had been great.
2) She was looking forward to the Great American Picnic on July 3rd.

Commissioner Budhoo commented as follows:

1) He stated the Pride event had been packed and thanked BSO for making the event safe.
2) He congratulated City Manager Hebert for staying with the City.
3) He wished everyone a Happy Father's Day and reminded everyone of Fishing Fun Day.
4) He was looking forward to the Great American Picnic on July 3.

Commissioner Lonergan commented as follows:

1) He wished everyone a happy Pride Month and thanked all the staff and volunteers at the Pride event.
2) He said the Father's Day fishing tournament would be held on June 20 from 7 AM until 10 AM at Royal Palm Park.
3) The Scramblers Golf ribbon-cutting would be on June 20 at 1 PM.
4) The Oakland Park Main Street Improvement Project Roads for Economic Vitality would meet on June 22.
5) The next food distribution was scheduled for June 27 at 10 AM at 1201 NE 38th Street.
6) He congratulated Ms. Burnett on her retirement.

7) He looked forward to seeing everyone at the library grand opening and the Great American Picnic.

Vice Mayor Gordon commented as follows:

1) She thanked staff for helping prepare the City Commission for making decisions.
2) She thanked residents for being involved.
3) She congratulated the city staff on the Children's Services Council grant award.
4) She attended the ribbon cutting for Tee Box Golf.
5) She wished all dads a Happy Father's Day.

Mayor Arnst – No comments

REPORTS FROM THE CITY MANAGER

13. **Financial Activity Report for the Period Ended April 30, 2026**

REPORTS FROM THE CITY ATTORNEY

14. **City Attorney Report - June 3, 2026**

ADJOURN

The meeting was adjourned at 9:31 PM.

CITY OF OAKLAND PARK, FLORIDA

_____
STEVEN R. ARNST, MAYOR

ATTEST:

_____
RENEE M. SHROUT, CMC, CITY CLERK

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 5

MEETING DATE: 9/9/2026

PREPARED BY: Chris Cappiello, Assistant Public Works Director

Julie Leonard, Public Works Director

DEPARTMENT HEAD APPROVAL: PUBLIC WORKS

SUBJECT: Emergency Procurement – Environmental Cleanup and Waste Disposal Associated with Illicit Chemical Discharge on NE 3rd Avenue

1. BACKGROUND/HISTORY

Background:

On Wednesday, August 5, 2026, City staff responded to an illicit discharge of approximately 2,000 gallons of chemical into the stormwater drainage system on NE 3rd Avenue. The discharge created an immediate threat to public health, safety, City infrastructure, and the environment and required an emergency response to contain and recover the material and prevent further migration through the stormwater system.

Public Works responded in coordination with the Broward Sheriff's Office and Oakland Park Fire Rescue. The response required specialized environmental cleanup, temporary containment, waste characterization, transportation, and disposal services.

On August 7, 2026, staff notified the City Manager and Mayor of the need for an emergency procurement pursuant to Section 2-198(2) of the City Code. At that time, the known emergency response cost was $28,101.54, consisting of $4,760.40 for initial liquid containment services and $23,341.14 for removal and disposal of impacted solids. The cost for final disposal of the recovered liquids could not yet be determined because laboratory analysis was required to establish the appropriate waste classification and disposal method.

Recommended Action:

Staff recommends the City Commission adopt a resolution acknowledging the emergency procurement from Crystal Clean, LLC for environmental cleanup, transportation, and waste disposal services associated with the illicit chemical discharge on NE 3rd Avenue in a total amount of $47,989.58.

2. CURRENT ACTIVITY

Crystal Clean, LLC provided the specialized environmental services necessary to manage and dispose of the recovered materials.

Following the initial response, the recovered liquids were placed in temporary containment while laboratory analysis was completed. Once the waste characterization was completed, the liquids were determined eligible for the applicable disposal method, and final transportation, disposal, tank cleaning, and equipment removal services were performed.

The final liquid disposal and project closeout cost was $19,888.04. This amount was not included in the $28,101.54 initially reported to the City Manager and Mayor because the disposal requirements and associated costs could not be determined until laboratory analysis was completed.

The final emergency procurement costs are:

Description	Cost
Recovered Liquids – Recovery and Handling	$ 4,760.40
Recovered Liquids – Disposal	$ 19,888.04
Recovered Solids – Disposal	$ 23,341.14
Total Emergency Procurement	$ 47,989.58

On August 7, 2026, staff notified the City Manager and Mayor of the need for the emergency procurement, and authorization was obtained to proceed in accordance with Section 2-198(2) of the City Code.

Emergency Procurement Purchasing Guidelines

Due to the immediate threat posed by the chemical discharge and the need to promptly contain, recover, characterize, transport, and properly dispose of the impacted materials, Public Works proceeded under the City's emergency procurement provisions.

Per the City Code, emergency procurements exceeding $25,000 require joint authorization from the City Manager and Mayor and must subsequently be presented to the City Commission at the next scheduled Commission meeting.

Sec. 2-198. - Exceptions to competitive procurement requirement.

(2) Emergency procurements. The city manager may make emergency procurements of supplies or contractual services where the cost exceeds twenty-five thousand dollars ($25,000.00) when there exists a clear and present threat to public health, property, welfare, safety or other substantial loss to the city, when joined in said action by the

mayor, provided, however, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of the emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the supply or contractual service procured under this contract, and the number of the purchase order, if any. The city commission must be notified, after the fact, of such procurements in excess of twenty-five thousand dollars ($25,000.00) at the next scheduled commission meeting. In any event any increase over the original amount of an emergency procurement reported to the city commission exceeding ten (10) percent shall be reported to the city commission to be noted for the record.

Because the total emergency procurement of $47,989.58 exceeds $25,000, the procurement is being presented to the City Commission in accordance with Section 2-198(2) of the City Code.

3. FINANCIAL IMPACT

The total cost of the emergency environmental cleanup and waste disposal services provided by Crystal Clean, LLC is $47,989.58.

Available operating funds within the Stormwater Fund were utilized for this emergency response. No budget amendment is required.

4. RECOMMENDATION

Staff recommends the City Commission adopt a resolution acknowledging the emergency procurement from Crystal Clean, LLC for environmental cleanup, transportation, and waste disposal services associated with the illicit chemical discharge on NE 3rd Avenue in a total amount of $47,989.58.

ATTACHMENTS:

Resolution
CM and Mayor Approval
Crystal Clean Initial Liquid Containment
Crystal Clean Liquids Disposal
Crystal Clean Solids Disposal

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE EMERGENCY PROCUREMENT FROM CRYSTAL CLEAN, LLC FOR ENVIRONMENTAL CLEANUP, TRANSPORTATION, AND WASTE DISPOSAL SERVICES ASSOCIATED WITH THE ILLICIT CHEMICAL DISCHARGE ON NE 3RD AVENUE IN A TOTAL AMOUNT OF $47,989.58; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve the emergency procurement from Crystal Clean, LLC for environmental cleanup, transportation, and waste disposal services associated with the illicit chemical discharge on NE 3rd Avenue in a total amount of $47,989.58.

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the emergency procurement from Crystal Clean, LLC for environmental cleanup, transportation, and waste disposal services associated with the illicit chemical discharge on NE 3rd Avenue in a total amount of $47,989.58.

SECTION 3. The appropriate City Officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

ADOPTED by the City Commission of the City of Oakland Park, Florida this 9th day of September, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC CITY CLERK

Outlook

Re: Emergency PO Request Environmental Cleanup and Waste Disposal

From Steve Arnst <stevena@oaklandparkfl.gov>
Date Fri 8/7/2026 3:05 PM
To Sierra Marrero <sierra.marrero@oaklandparkfl.gov>
Cc Christopher Cappiello <christopher.cappiello@oaklandparkfl.gov>; Casey Graham <casey.graham@oaklandparkfl.gov>; Rhea Rivera <rhear@oaklandparkfl.gov>; Julie Richards <julie.richards@oaklandparkfl.gov>; David Hebert <davidh@oaklandparkfl.gov>; Robin Butler <robinb@oaklandparkfl.gov>; Renee Shrout <renees@oaklandparkfl.gov>

I approve.

From: Sierra Marrero <sierra.marrero@oaklandparkfl.gov>
Sent: Friday, August 7, 2026 2:21 PM
To: Steve Arnst <stevena@oaklandparkfl.gov>
Cc: Christopher Cappiello <christopher.cappiello@oaklandparkfl.gov>; Casey Graham <casey.graham@oaklandparkfl.gov>; Rhea Rivera <rhear@oaklandparkfl.gov>; Julie Richards <julie.richards@oaklandparkfl.gov>; David Hebert <davidh@oaklandparkfl.gov>; Robin Butler <robinb@oaklandparkfl.gov>; Renee Shrout <renees@oaklandparkfl.gov>
Subject: RE: Emergency PO Request Environmental Cleanup and Waste Disposal

Good afternoon Mayor,

I am forwarding the request below for your approval of an emergency procurement related to the environmental cleanup and disposal resulting from the illicit discharge into the City's stormwater system on NE 3rd Avenue.

Public Works has identified current known costs of $28,101.54 associated with the cleanup and disposal. This amount may increase once laboratory results are received and the final disposal requirements for the recovered liquids are determined.

Because the emergency procurement exceeds $25,000, Section 2-198(2) of the City Code requires the City Manager to be joined by the Mayor in approving the expenditure.

I have reviewed the request and concur with Public Works' recommendation. Please let me know if you approve proceeding with the emergency procurement.
Thank you,

Sierra Marrero, AICP
Assistant City Manager
City of Oakland Park
1100 Park Lane East
Oakland Park, FL 33334
Office: (954) 630-4479
Cell: (954) 274-0581

Please Note: Florida has very broad public records law. Most written communications to or from local officials regarding official business are public records available to the public and media upon request. Your e-mail communications may, therefore, be subject to public disclosure.

From: Julie Leonard <julie.leonard@oaklandparkfl.gov>
Sent: Friday, August 7, 2026 1:53 PM
To: Sierra Marrero <sierra.marrero@oaklandparkfl.gov>
Cc: Christopher Cappiello <christopher.cappiello@oaklandparkfl.gov>; Casey Graham <casey.graham@oaklandparkfl.gov>; Rhea Rivera <rhear@oaklandparkfl.gov>
Subject: Fw: Emergency PO Request Environmental Cleanup and Waste Disposal

Sierra,

Please see the email below. We have incurred substantial costs associated with cleaning up the illegal dumping into our stormwater system. The current known cost is $28,101.54; however, this amount may change once we receive the laboratory analysis results.

Please approve this emergency cleanup. Since the cost exceeds $25,000, we will also need the Mayor's approval.

Thank you,

Julie Leonard
Public Works Director
City of Oakland Park
5100 NE 12 Terrace, Oakland Park, FL 33334
954-630-4416
julie.leonard@oaklandparkfl.gov
www.oaklandparkfl.gov

From: Christopher Cappiello <christopher.cappiello@oaklandparkfl.gov>
Sent: Friday, August 7, 2026 12:57 PM
To: Julie Leonard <julie.leonard@oaklandparkfl.gov>; Casey Graham <casey.graham@oaklandparkfl.gov>
Cc: AJ Johnson <antoine.johnson@oaklandparkfl.gov>; Johnathan Degraw <johnathan.degraw@oaklandparkfl.gov>
Subject: Emergency PO Request Environmental Cleanup and Waste Disposal

Action

Public Works requests approval to proceed with the emergency disposal of solids and liquids recovered as a result of an illicit discharge of approximately 2,000 gallons of chemical into the City's stormwater drainage system on NE 3rd Avenue on Wednesday.

The current known cost associated with the emergency disposal is $28,101.54, consisting of:

- Liquids: $4,760.40 – current costs incurred/established; final disposal fees remain pending laboratory analysis.
- Solids: $23,341.14 – disposal cost.

The total cost is subject to increase once the laboratory analysis is completed and the final disposal requirements and fees for the recovered liquids are determined.

Summary

On Wednesday, City staff responded to an illicit discharge of approximately 2,000 gallons of chemical into the City's stormwater drainage system on NE 3rd Avenue. The discharge created an immediate threat to public health, safety, City infrastructure, and the environment, requiring an emergency response to contain the material and prevent further migration through the stormwater system.

Public Works responded to the incident in coordination with the Broward Sheriff's Office (BSO) and Oakland Park Fire Rescue. To mitigate the hazard, the City deployed three (3) vacuum trucks to the location to recover the discharged liquids and impacted solids from the stormwater drainage system and affected area.

The recovered materials require proper handling, characterization, transportation, and disposal. The cost for disposal of the recovered solids is $23,341.14.

Current costs associated with the recovered liquids are $4,760.40. The liquids are being held pending laboratory analysis to determine the appropriate waste classification and disposal method. Accordingly, final disposal fees for the liquids are not yet included and remain pending the results of the analysis.

The current known emergency response and disposal cost is $28,101.54. Public Works will update the total cost once the analysis is complete and final liquid disposal fees are provided.

Emergency Purchasing Guidelines

Public Works requests permission to proceed with the disposal of the materials recovered from the illicit discharge under the City's Emergency Purchasing provisions of Section 2-198(2). Since the purchase will be over $25,000, a formal report to the City Commission will follow. Should you have any questions, please let me know.

Sec. 2-198. - Exceptions to competitive procurement requirement

- (2) Emergency procurements. The city manager may make emergency procurements of supplies or contractual services where the cost exceeds twenty-five thousand dollars ($25,000.00) when there exists a clear and present threat to public health, property, welfare, safety or other substantial loss to the city, when joined in said action by the mayor, provided, however, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of the emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the supply or contractual service procured under this contract, and the number of the purchase order, if any. The city commission must be notified, after the fact, of

such procurements in excess of twenty-five thousand dollars ($25,000.00) at the next scheduled commission meeting. In any event any increase over the original amount of an emergency procurement reported to the city commission exceeding ten (10) percent shall be reported to the city commission to be noted for the record.

Best,

Chris Cappiello
Assistant Public Works Director
City of Oakland Park
5100 NE 12th Terr
Oakland Park, FL 33334
954-630-4432
christopher.cappiello@oaklandparkfl.gov
www.oaklandparkfl.gov

Please Note: Florida has very broad public records law. Most written communications to or from local officials regarding official business are public records available to the public and media upon request. Your e-mail communications may, therefore, be subject to public disclosure. The comments and opinions expressed herein are those of the author of this message and may not reflect the policies of the City of Oakland Park City Commissioners.

August 6, 2026

City of Oakland Park
3801 NE. 5th Ave.
Oakland Park, FL. 33334
Customer: 331892
Generator: 381755

Job Site/Service Location:
5100 NE 12th Terrace
Oakland, Park, FL. 33334

Re: Immediate Equipment & Service Need For Waste Collection 9,000-Gallons (Chemical/Wash Waste)
(Onsite Services/Industrial Services 21,0000-Gallon Capacity Tank Rental W/Containment & Fittings)

Quote Number: 135978

Crystal Clean, LLC ("CC") is a leading provider of off-site recycling and other related services to our commercial and industrial customers. Our facilities and vehicles are fully permitted and compliant with federal, state, and local agencies.

We offer a broad range of treatment and recycling options for your various waste streams. Whether it's treating oily water, collecting used oil, cleaning an oil/water separator, cleaning ASTs, or packing and removing hazardous waste, we can simplify your waste management requirements by providing a "one-stop shop" – eliminating the need for multiple service providers. CC's service offerings include:

- Used oil collection and recycling
- Oily water transportation, processing, and oil recovery
- Spent antifreeze collection and recycling
- Used oil filter collection and recycling
- Oil/water separator cleaning
- Industrial services / tank cleaning
- Lab packaging & waste transportation
- Emergency response services
- Bulk marketing of CC antifreeze products

Scope of Work
Crystal Clean is pleased to present this quote for the immediate need for chemical storage required to contain atleast 9,000 gallons of chemical wash water temporarily. The liquid chemical wash is currently contained in three (3) of the customer vac trucks and these trucks need emptied immediately so they can be used on other projects. The waste material (Chemical/Wash) may be considered hazardous, but ius awaiting final analysis for this determination. The customer has provided SDS of the known waste streams, but additional sampling/analytical determinations may be needed for final disposal determinations.

This quote includes the following services required to get the chemical waste materials off the customer vac truck and provides a temporary liquid storage alternative while profiling/sampling is being completed (5-9 business days).

- Mobilization Services: Deliver a 21,000 liquid storage tank and compatible industrial spill containment.
- Onsite Services: Set-up Tank, Containment and Fittings for Immediate Use.

Once profiling is completed and non-hazardous/Hazardous determinations are made based on the SDS or additional sampling; A second quote will be provided to the customer for the removal of the 9,000 gallon of chemical wash from the tank, the transportation of the waste to disposal, final disposal costs, tank cleaning and equipment pick-up (Off Renting) related costs.

CC to Provide:
Temporary Storage Tank & Spill Containment Rental to the customer while the chemical waste is profiled/scheduled for pick-up/disposal.
.
Customer to Provide:
The customer will provide a PO and signed copy of this quote before the tanks are mobilized, installed or delivered.

Pricing Table

Onsite Set-up, Industrial Liquid Storage Related Service	Unit	Unit Price	Qty:	Cost:	
Rental Rate: Daily Rate (Estimated 10 Days) 21,000-Gallon Capacity Frac (Compatible w/Chem Waste) Industrial Spill Containment (Acid Rated)	Per Tank Per Cont.	$94.65 $38.10	10-Day 10-Day	$946.50 $381.00.	
Delivery/Fuel: Equipment Delivery	Per Event	$2,884.59	1-Event	$2,884.59	
Misc.: Onsite Service, PPE, Fuel & Equipment Set-up	Per Event	$1,875.81	1-Event	$1,875.81	
Highlighted Items Billable at Time of Service (Invoiced)			$4,760.40		
***Rental Daily Rates Billable at End of Project**			**Estimated 10-Days**		

Even though we have tried to make our proposal as clear and concise as possible, we welcome the opportunity to meet with you to answer any questions.

Thank you for giving CC an opportunity to be your single source environmental service provider. Our personal commitment to you is to exceed your expectations and deliver the best service possible.

Sincerely,

Bennett Wiley
Branch Sales Manager
C• 813*480*2319
Bennett.wiley@crystal-clean.com

Bob L. Davis
Field Service Manager
C: (863)640 6172
Bob.davis@crystal-clean.com

Project Specific Terms & Conditions:

* The customer is aware that this quote does not include the cost of waste disposal required for the disposal of the waste removed from the temporary tank or the waste generated during the cleaning Process.
* Crystal Clean will provide the customer with a quote for waste disposal services once the profiling of the waste is completed. While it's unknown how many gallons of waste will be removed from the tank or during the tank cleaning process:

Standard Terms & Conditions:

Payment terms are Net 30 days with approved credit. By signing below, Customer agrees to CC's Terms and Conditions found at www.crystal-clean.com/serviceagreementterms.

CC's on-site personnel will complete a daily worksheet, which will note specific quantities and units of personnel time, equipment, materials/supplies, freight, and disposal. This worksheet will then be submitted to Customer for verification. This will provide Customer with a daily record of the progress of Customer's project. From the daily worksheets, a fair and accurate billing will be prepared. With exception to minimum charges, Customer will be billed specifically for those services and quantities Customer receives.

CC must receive a signed copy of this page prior to starting the project or receiving waste to be processed at CC's facility.

Customer is also required to complete and return CC's Waste Profile Sheet prior to CC receiving waste to be processed at CC's facility.

Customer Signature Accepting Quote Terms and Rates

Signature: _____Date_____

Printed Name: _____

Company: _____

Purchase Order #: _____

Outlook

Fw: Updated Reduced Project Cost: City of Oakland Park, FL.: Updated W/O Information Phase 3 Completion Services

From Johnathan DeGraw <johnathan.degraw@oaklandparkfl.gov>
Date Mon 8/17/2026 1:27 PM
To Christopher Cappiello <christopher.cappiello@oaklandparkfl.gov>; Julie Leonard <julie.leonard@oaklandparkfl.gov>

Good news!

From: Davis, Bob <Bob.Davis@Crystal-Clean.com>
Sent: Monday, August 17, 2026 1:19 PM
To: Wiley, Bennett <Bennett.Wiley@Crystal-Clean.com>
Cc: Johnathan DeGraw <johnathan.degraw@oaklandparkfl.gov>; Clemente, Joe <Jorge.Clemente@Crystal-Clean.com>
Subject: Updated Reduced Project Cost: City of Oakland Park, FL.: Updated W/O Information Phase 3 Completion Services

CAUTION: This email originated from outside of the City of Oakland Park. DO NOT click links or open attachments unless you are expecting the information and recognize the sender.

Bennett/Jonathan,
Good Afternoon....Please see the updated project costs for the services being provided in this final phase of service. The transportation & disposal costs have been reduced to reflect the actual waste disposal volumes (3,500-Gallons). The costs contained below is a reduction of $5,610.36 off the original quoted price. We will be back onsite this Wednesday mid-morning to clean the tank/containment and to remove this equipment from the customer's site...the work order information below includes these costs (Invoiceable Cost $19,888.04 Phase 3) .

RE: Services Cost Savings (Phase 3 Final)

City of Oakland Park **Customer: 331892** **Generator: 381755**
Job #: 135978
Job Code: 1506
Initial Service Cost: $ 19,888.04
Note on Service Agreement: 3,500-Gallon Pump, Transport & Approved Disposal

Tanker Transport, Waste Management Services & Disposal	Unit	Unit Price	Qty:	Cost:
Labor Services: Equipment Operators, Field Technician & Supervisor-(CSE Team) *Pump Waste Material, Transport Waste Material, Empty, Clean Tank & Off-Rent Services)	**Project Specific**	**$4,188.50**	**1**	**$4,188.50**
Equipment Services: Industrial Vac 5,000-G Tankers For Waste Transport, CSE w/Industrial Power Washer & Hand-Tools for Tank Cleaning.	**Project Specific**	**$4,898.59**	**1**	**$4,898.59**

Tank Cleaning/Containment: Tank Cleaning Once Emptied/Off Rent & Rental Cost (Includes 12-day rental)	**Project Specific**	**$2,984.59**	**1**	**$2,984.59**
Supplies/Consumables: PPE & Absorbents	**Project Specific**	**$533.59**	**4**	**$534.36**
Disposal: Chem-Wash 3,500-G Bulk Transport (Non-Haz)	**Bulk 3,500-G**	**Bulk**	**1**	**$4,988.04**
Disposal Transportation: (1-Loads Approved Non-Haz)	**Project Specific**	**$1,110.00**	**2**	**$1,110.00**
MISC: Sampling/Analytical: PH Determine (Non-Haz) Required	**Per Event**	**$511.26**	**1**	**$511.26**
Environmental Recovery: Fuel & Disposal Facility Tax	**Project Specific**	**$675.59**	**1**	**$675.59**
Estimated Project Cost:				**$19,888.04**

Wondering about PFAS? We are your full-service waste management/industrial service company. Let us help you!
https://4never.com/

Log In - Crystal Clean Customer Portal (crystal-clean.com)

Bob L. Davis

Regional "Field Service" Manager

Crystal-Clean.Com

9940 Currie Davis Dr. Suite 101
Tampa, FL. 33619
Cell: (863)640 6172



From: Davis, Bob
Sent: Thursday, August 13, 2026 10:46 AM
To: Wiley, Bennett <Bennett.Wiley@Crystal-Clean.com>
Cc: Johnathan Degraw <johnathan.degraw@oaklandparkfl.gov>; Clemente, Joe <Jorge.Clemente@Crystal-Clean.com>
Subject: City of Oakland Park, FL.: W/O Information Phase 3 Completion Services

Bennett,
Good Morning.....Please see the W/O information below pertaining to the phase 3 services that we will be providing to the City of Oakland Park for the pump, transport and approved disposal of up to 9,000-gallons of "Non-Haz Chem-Wash" waste material. This scope will also include the clean-out of the temporary tank/spill containment that we provided and the removal of the equipment back to our drop yard. Can you please provide John with a w/o for signature & return for these services...Thank you in advance.

RE: Services Being Scheduled (Phase 3 Final)

City of Oakland Park **Customer: 331892** **Generator: 381755**
Job #: 135978
Job Code: 1506
Initial Service Cost: $ 25,498.40
Note on Service Agreement: 9,000-Gallon Pump, Transport & Approved Disposal

Tanker Transport, Waste Management Services & Disposal	Unit	Unit Price	Qty:	Cost:

Labor Services: Equipment Operators, Field Technician & Supervisor-(CSE Team) *Pump Waste Material, Transport Waste Material, Empty, Clean Tank & Off-Rent Services)	Project Specific	$5,188.50	1	$5,188.50
Equipment Services: Industrial Vac 5,000-G Tankers For Waste Transport, CSE w/Industrial Power Washer & Hand-Tools for Tank Cleaning.	Project Specific	$5,498.59	1	$5,498.59
Tank Cleaning/Containment: Tank Cleaning Once Emptied/Off Rent & Rental Cost (Includes 10-day rental)	Project Specific	$2,784.59	1	$2,784.59
Supplies/Consumables: PPE & Absorbents	Project Specific	$133.59	4	$534.36
Disposal: Chem-Wash 9,000-G Bulk Transport (Non-Haz)	Bulk 9,000-G	Bulk	1	$7,785.51
Disposal Transportation: (2-Loads Approved Non-Haz)	Project Specific	$1,110.00	2	$2,220.00
MISC: Sampling/Analytical- PH Determine (Non-Haz) Required for Facility Disposal	**Per Event**	**$511.26**	**1**	**$511.26**
Environmental Recovery: Fuel & Disposal Facility Tax	Project Specific	$975.59	1	$975.59
Estimated Project Cost:				**$25,498.40**

Wondering about PFAS? We are your full-service waste management/industrial service company. Let us help you!
https://4never.com/

Log In - Crystal Clean Customer Portal (crystal-clean.com)

Bob L. Davis

Regional "Field Service" Manager

Crystal-Clean.Com
9940 Currie Davis Dr. Suite 101
Tampa, FL. 33619
Cell: (863)640 6172

DON'T WASTE TIME
SUPERVISING
UNDER-SKILLED WORKERS

CALL THE
EXPERTS

TRUSTED BY OVER
100,000 CUSTOMERS



Our Promise

Crystal Clean is the partner to choose when you need support from one of the leading providers of environmental services, offering a comprehensive suite of services that allow us to tackle your environmental projects.

The Crystal Clean Certificate of Assurance provides you with peace of mind and ensures your wastes are being handled properly and responsibly by trained professionals. We promise to protect your assets and assume responsibility for the proper management of your waste.

Our Company

As one of North America's trusted environmental services providers, we understand the need for quick turnaround and minimized downtime. That's why we have a team of first-class, highly trained field service personnel who know how to get the job done fast while maintaining the highest level of safety and full environmental compliance.

Our team is up to date with the latest in-plant, recycling, and industrial environmental services. Whether its scheduled or an emergency, our field services staff are here for you to handle your environmental projects big and small.

Our Services

Our full range of field and in-plant services include:

- LAB PACKS
- OILY WATER
- TANK CLEANING
- SPILL RESPONSE
- WASTE DISPOSAL
- SOIL REMEDIATION
- VACUUM SERVICES
- FRAC TANK CLEANING
- CONFINED SPACE ENTRY
- PETROLEUM CONTACT WATER
- PRESSUREWASHING/HYDROBLASTING



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August 7, 2026

City of Oakland Park
3801 NE. 5th Ave.
Oakland Park, FL. 33334
Customer: 331892
Generator: 381755

Job Site/Service Location:
5100 NE 12th Terrace
Oakland, Park, FL. 33334

Weekend Rates: Solids Removal, Industrial Vac/Guzzler Solids/Waste Management (Chem Solids)
(Industrial Service: Confined Space, Industrial Guzzler Vac, & Waste Management-Weekend Rates)

Quote Number: 135978 (Additional Services)

Crystal Clean, LLC ("CC") is a leading provider of off-site recycling and other related services to our commercial and industrial customers. Our facilities and vehicles are fully permitted and compliant with federal, state, and local agencies.

We offer a broad range of treatment and recycling options for your various waste streams. Whether it's treating oily water, collecting used oil, cleaning an oil/water separator, cleaning ASTs, or packing and removing hazardous waste, we can simplify your waste management requirements by providing a "one-stop shop" – eliminating the need for multiple service providers. CC's service offerings include:

- Used oil collection and recycling
- Oily water transportation, processing, and oil recovery
- Spent antifreeze collection and recycling
- Used oil filter collection and recycling
- Oil/water separator cleaning
- Industrial services / tank cleaning
- Lab packaging & waste transportation
- Emergency response services
- Bulk marketing of CC antifreeze products

Scope of Work
Crystal Clean is pleased to present this quote for services related to the removal of solids waste from three (3) of the customers vac truck tanks. The solids are contaminated with a chem wash material that is pending profiling determinations for hazardous/non-hazardous determinations. The three (3) trucks that required waste removal are out of commission until these trucks are emptied and cleaned. The solids in the trucks consist of contaminated soils, sands, yard type waste and misc. solid materials consistent with storm drain maintenance.

Crystal Clean will empty the customers truck tanks utilizing a specialty solid vac "Guzzler" truck and our certified confined space team to remove the solids, collect the solids and provide waste transportation/disposal of the solids as requested. Estimated waste volumes 10-YDs with a 10-YD minimum. This quote covers the cost of weekend service scheduled for Saturday (8/8/2026 9:30AM). Crystal Clean will provide spill containment while performing these services to eliminate the possibility of spilleage or blowby.

This quote includes the following services as required/requested:
- Mobilization Equipment & Labor Services: 8/8/2026 onsite at or about 9:30AM (Weekend Rates Apply).

- Onsite Services: CSE team to provide vac truck tank clean-out/solids removal from 3-vac trucks.
- Solids from the customer trucks will be collected in a specialty "Guzzler" industrial vac.
- Solids will be transported & disposed of in Hillsborough County, FL via facility approval.
- Estimated waste volumes 10-Yds with a 10-YD minimum.
- Once the tanks are emptied, the customer will manage the vac tank cleaning for each of their vac trucks.
- Customer will receive copies of disposal documentation for their records.

CC to Provide:
Labor, equipment, supplies, waste transportation & approved disposal services for this portion of the project.
.
Customer to Provide:
The customer will provide a PO and signed copy of this quote before the services contained within this quote are mobilized, installed or delivered.

Pricing Table

Specialty "Guzzler" Solids Vac, Waste Collection & Disposal	Unit	Unit Price	Qty:	Cost:
Labor Services: Equipment Operator, CSE Team Labor and a supervisor (Solids Removal Team) Weekend Rates Apply) Includes Mobilization & Demobilization (To/From).	Day Rate Weekend	$5,489.50	1	$6,489.50
Equipment Services: Industrial Solids "Guzzler" Vac Truck, Power Washer, Hand-Tools, Crew Hauler & Spill Containment.	Day Rate Weekend	$6,468.59	1	$8,756.59
Supplies/Consumables: PPE & Absorbents	Project Specific	$89.59	4	$338.36
Disposal: Contaminated Solids/Debris Waste (Chem Wash)	Bulk 10-Ton Min.	Bulk	1	$4,285.51
Disposal Transportation: Hillsborough County	Project Specific	$1,495.59	1	$1,495.59
Environmental Recovery: Fuel & Disposal Facility Tax	Project Specific	$1,975.59	1	$1,975.59
Estimated Project Cost (Weekend Service Rates Applied):				**$23,341.14**

Even though we have tried to make our proposal as clear and concise as possible, we welcome the opportunity to meet with you to answer any questions.

Thank you for giving CC an opportunity to be your single source environmental service provider. Our personal commitment to you is to exceed your expectations and deliver the best service possible.

Sincerely,

Bennett Wiley
Branch Sales Manager
C• 813*480*2319
Bennett.wiley@crystal-clean.com

Bob.davis@crystal-clean.com

Bob L. Davis
Field Service Manager
C: (863)640 6172

Project Specific Terms & Conditions:

- Mobilization Equipment & Labor Services: 8/8/2026 onsite at or about 9:30AM (Weekend Rates Apply).
- Onsite Services: CSE team to provide vac truck tank clean-out/solids removal from 3-vac trucks.
- Solids from the customer trucks will be collected in a specialty "Guzzler" industrial vac.
- Solids will be transported & disposed of in Hillsborough County, FL via facility approval.
- Estimated waste volumes 10-Yds with a 10-YD minimum.
- Once the tanks are emptied, the customer will manage the vac tank cleaning for each of their vac trucks.
- Customer will receive copies of disposal documentation for their records

Standard Terms & Conditions:

Payment terms are Net 30 days with approved credit. By signing below, Customer agrees to CC's Terms and Conditions found at www.crystal-clean.com/serviceagreementterms.

CC's on-site personnel will complete a daily worksheet, which will note specific quantities and units of personnel time, equipment, materials/supplies, freight, and disposal. This worksheet will then be submitted to Customer for verification. This will provide Customer with a daily record of the progress of Customer's project. From the daily worksheets, a fair and accurate billing will be prepared. With exception to minimum charges, Customer will be billed specifically for those services and quantities Customer receives.

CC must receive a signed copy of this page prior to starting the project or receiving waste to be processed at CC's facility.

Customer is also required to complete and return CC's Waste Profile Sheet prior to CC receiving waste to be processed at CC's facility.

Customer Signature Accepting Quote Terms and Rates

Signature: _____Date_____

Printed Name: _____

Company: _____

Purchase Order #: _____

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 6

MEETING DATE: 9/9/2026

PREPARED BY:	Brad J. Ostroff, Interim Director Building and Community Services Department	**DEPARTMENT HEAD APPROVAL:**	ECD - Engineering/Construction

SUBJECT: Interlocal Agreement with Broward County for Building Plan Review and Inspection Services

1. BACKGROUND/HISTORY

Issue Statement: Broward County, through its Environmental Licensing and Building Permitting Division, has been providing building services to the City of Oakland Park since the early 1990's. The current Interlocal Agreement (ILA) with Broward County to provide building plan review and inspection services to the City is due to expire on September 30, 2026. A renewal letter and updated contract has been sent to the City from Broward County.

Recommended Action: The City Commission adopt a resolution authorizing the appropriate City officials to execute the Interlocal Agreement for Building Code Services with Broward County for a five (5) year continuation of these services with an optional five (5) year renewal upon request by the City.

The execution of this Interlocal Agreement (ILA) will allow the City to continue utilizing Broward County's plan review and inspection services on an as-needed basis. The Building Division processes hundreds of permit applications each month and requires the flexibility to supplement in-house resources to maintain timely customer service and efficient permit processing. In addition to Broward County, the City utilizes two other consultant firms to provide plan review and inspection services when needed to address workload demands, specialized reviews, emergency situations, and after-hours, weekend, or holiday inspections. These agreements, together with City staff, provide the Building Division with the resources necessary to maintain service levels and meet operational needs.

2. CURRENT ACTIVITY

Broward County has been providing services in the structural, electrical, mechanical, and plumbing trades

since the 1990's.

With the City having multiple large private development projects and several large municipal projects, it is necessary that the Building Department have the flexibility to increase resources as needed based on demand. Having multiple consultants allows the Building Department to fill resource voids when demand increases and scale back when demand decreases.

Execution of the attached ILA will allow for the continuation of services. The term of the agreement will be from October 1, 2026, to September 30, 2031, but may be renewed for an additional five-year period upon request of the City and approval of the County Administrator.

Hourly rates for Broward County are attached to the item. The ILA provides for hourly rate increases on an annual basis of up to ten percent (10%) a year. Notice of any increase must be provided no later than May 1st of each year, with revised rates only taking effect on October 1st of the same year.

3. FINANCIAL IMPACT

Sufficient funding is included in the FY 2027 Recommended Budget of the Building and Permitting Department for these services on an as-needed basis. The funds will become available upon the City Commission's adoption of the FY 2027 Recommended Budget in September. In FY 2025, the City expended about $550,000 on plan review and inspection services provided by Broward County.

4. RECOMMENDATION

The City Commission adopt a resolution authorizing the appropriate City officials to execute the Interlocal Agreement for Building Code Services with Broward County for a five (5) year continuation of these services with an optional five (5) year renewal upon request by the City.

ATTACHMENTS:

Resolution
Broward County ILA Building and Permitting
Broward County Pay Scale

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A INTERLOCAL AGREEMENT FOR BUILDING CODE SERVICES WITH BROWARD COUNTY FOR A FIVE (5) YEAR CONTINUATION OF THESE SERVICES WITH AN OPTIONAL FIVE (5) YEAR RENEWAL UPON REQUEST BY THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute a Interlocal Agreement for Building Code Services with Broward County for a five (5) year continuation of these services with an optional five (5) year renewal upon request by the City.

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate city officials to execute a Interlocal Agreement for Building Code Services with Broward County for a five (5) year continuation of these services with an optional five (5) year renewal upon request by the City. A copy of the Interlocal Agreement is attached hereto as Exhibit “A”.

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

ADOPTED by the City Commission of the City of Oakland Park, Florida this 9th day of September, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC CITY CLERK

Return recorded document to:
Hipolito Cruz, Jr., Director
Building Code Division
2307 West Broward Boulevard, Suite 300
Fort Lauderdale, Florida 33312

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

INTERLOCAL AGREEMENT FOR GUARANTEED PARTIAL BUILDING CODE SERVICES TO BE PERFORMED BY THE BROWARD COUNTY BUILDING CODE DIVISION OF THE PUBLIC WORKS AND ENVIRONMENTAL SERVICES DEPARTMENT

This is an Interlocal Agreement, made and entered into by and between: Broward County, a political subdivision of the state of Florida, hereinafter referred to as "County,"

and

City of Oakland Park, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "City" (collectively referred to as the "Parties").

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

B. County maintains a Public Works and Environmental Services Department that includes a Building Code Division ("BCD"), which conducts building official, plan review, permit inspections, code enforcement, and other services relating to the Florida Building Code ("Building Code").

C. City desires that County perform guaranteed partial Building Code services within the municipal boundaries of City, consistent with Schedule A attached hereto ("Services").

D. County, through BCD, is willing to perform such Services pursuant to the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

1.1 City authorizes County to perform Services in accordance with the terms herein.

1.2 County will perform the Services through its BCD, or any successor division as may be designated by the County Administrator.

1.3 City will issue permits for the Services and retain the applicable fees. County will charge City an hourly rate to provide a guaranteed level of staffing for the year. The requested minimum level of staffing for the term of the agreement will be based on Schedule A. This form of guarantee will enable BCD to supply City with dedicated staff that will not be diverted from City.

1.4 For services not listed in Schedule A, County will prioritize and respond to additional services requested such as emergency, intermittent, unplanned, or limited, contingent on the availability of resources. Requests for additional services must be delivered to BCD no later than 3:30 P.M. the business day prior to the date requested.

ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY

2.1 It is specifically understood and agreed that all rights and powers as may be vested in City pursuant to Chapter 166, Florida Statutes, or any other law or ordinance or Charter provision of City not specifically addressed by this Agreement will be retained by City. It is further understood and agreed that this Agreement is not intended to address any of the functions listed below:

Engineering
Water Management
Drainage Districts
Traffic Engineering
Natural Resource Protection
Health Department
Fire Protection

2.2 In the event City desires to have County provide any of the above additional services, a separate agreement will be required between City and County.

ARTICLE 3 - COMPENSATION

3.1 For Services requested in Schedule A, County will provide Services at the rate of One Hundred One and 17/100 Dollars ($101.17) per hour for a Building Code Inspector, One Hundred One and 27/100 Dollars ($101.27) per hour for a Plans Examiner, One Hundred One and 28/100 Dollars ($101.28) per hour for a Chief Building Code Inspector, One Hundred One and 30/100 Dollars ($101.30) per hour for a Building Official, and Thirty-

nine and 60/100 Dollars ($39.60) per hour for clerical support. Overtime, when pre-approved in writing by City, will be at one-and-one-half (1½) times the normal hourly rate. All hourly charges will be billed in increments of thirty (30) minutes.

3.2 All costs must be properly documented and said documentation provided to City with the monthly invoices. County will invoice City on a monthly basis for the Services requested in Schedule A by City for the preceding month. City shall reimburse County within thirty (30) calendar days after the date of the invoice. Any sums paid to County are nonrefundable to City.

3.3 The amounts set forth above may be adjusted annually, in an amount not to exceed ten percent (10%) each year, to address increases or decreases in operating and labor costs. Notwithstanding the foregoing, County may also adjust the amounts set forth above by amounts exceeding ten percent (10%) in order to address natural disasters and other unforeseen events and circumstances. No later than May 1st of each year, County will provide City with written notice of anticipated increases or decreases, if any. Absent an objection from the City Manager, any changes will take effect on October 1st following the May 1st notification. If an objection is received from City, this Agreement shall terminate on September 30th, following the May 1st notification.

ARTICLE 4 - TERM OF AGREEMENT

4.1 This Agreement will commence on the later of October 1, 2026, or the date it is fully executed by the Parties and recorded in the Official Records of Broward County pursuant to Section 163.01(11), Florida Statutes ("Effective Date"). Unless terminated pursuant to Section 3.3 or Article 7, Termination, this Agreement will continue in full force and effect until midnight, September 30, 2031. This Agreement may be renewed for an additional five (5) year period upon written request of City and approval of the County Administrator.

4.2 This Agreement will remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by County or City is provided in accordance with Article 8, Notices.

ARTICLE 5 - GOVERNMENTAL IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either party nor shall anything included herein be construed as consent by either party to be sued by a third party in any matter arising out of this Agreement. Each party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

ARTICLE 6 - INSURANCE

County is self-insured in accordance with provisions set forth within Section 768.28, Florida Statutes.

ARTICLE 7 - TERMINATION

This Agreement may be terminated by either party upon ninety (90) days' written notice to the other party of such termination in accordance with Article 8, Notices.

ARTICLE 8 - NOTICES

Any and all notices given or required under this Agreement must be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

To County:
Director, Building Code Division
2307 West Broward Boulevard, Suite 300
Fort Lauderdale, Florida 33312

With copy to:
County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

To City:

City of Oakland Park
1100 Park Lane East
Oakland Park Fl, 33334

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 ASSIGNMENT: Neither party shall have the right to assign, transfer, or subcontract this Agreement nor any right or interest in it.

9.2 WAIVER: The failure of either party to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement will not be deemed a waiver of any subsequent breach.

9.3 SEVERABILITY: In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.

9.4 ENTIRE AGREEMENT: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof will be predicated upon any prior representations or agreements, whether oral or written.

9.5 INDEPENDENT CONTRACTOR: County is an independent contractor under this Agreement. Services provided by County pursuant to this Agreement will be subject to the supervision of County. In providing Services, neither County nor its agents will act as officers, employees, or agents of City. This Agreement will not constitute or make the Parties a partnership or joint venture.

9.6 MODIFICATION: It is further agreed that no modifications, amendments, or alterations in the terms or conditions contained herein will be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Amendments adding or deleting services to the scope of Services in Schedule A may be approved by the County Administrator.

9.7 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.8 PUBLIC RECORDS: The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, _____, AT (954) 765-4400 EXT. ____, (_____@BROWARD.ORG), 2307

WEST BROWARD BLVD., SUITE 300, FORT LAUDERDALE, FLORIDA 33312; OR THE CITY CUSTODIAN OF PUBLIC RECORDS: SHERYL PAGE, BY TELEPHONE (954) 765-9900 EXT.9807, E-MAIL(SPAGE@BROWARD.ORG), OR MAIL _____.

9.9 DRAFTING: This Agreement has been negotiated and drafted by the Parties hereto and will not be more strictly construed against any party because of such party's preparation of this Agreement.

9.10 COUNTERPARTS AND MULTIPLE ORIGINALS: This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

9.11 RECORDING: This Agreement will be recorded in the Official Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969, at City's expense.

9.12 RECITALS: The truth and accuracy of each Recital set forth herein is acknowledged by the Parties as being true and correct and forms a material part of this Agreement upon which the Parties have relied.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement Between County and City for Services to be performed by the Broward County Building Code Division of the Public Works and Environmental Services Department on the respective dates under each signature: Broward County, signing by and through its County Administrator or designee, authorized to execute same by Section 31.123 of the Broward County Administrative Code, and City, signing by and through its duly authorized representative.

County

Witnesses:

Broward County, through its
County Administrator or designee

_____
Signature

By_____

_____
Print/Type Name

____ day of _____ 20___.

_____
Signature

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

_____
Print/Type Name

By_____
Maite Azcoitia
Deputy County Attorney

MA/
BCD_guarpartialsvc-OaklandPk
06/03/2026

INTERLOCAL AGREEMENT FOR GUARANTEED PARTIAL BUILDING CODE SERVICES TO BE PERFORMED BY THE BROWARD COUNTY BUILDING CODE DIVISION OF THE PUBLIC WORKS AND ENVIRONMENTAL SERVICES DEPARTMENT

City

City of Oakland Park

Attest:

By_____
Mayor-Commissioner

_____
City Clerk

____ day of _____, 20_____

____ day of _____, 20_____

By_____
City Manager

____ day of _____, 20_____

Approved as to form:

By_____
City Attorney

____ day of _____, 20_____

SCHEDULE A

TABLE TO BE PROVIDED BY BCD

Public Works and Environmental Services Department
BUILDING CODE DIVISION / ADMINISTRATION
2307 West Broward Boulevard, Suite #300, Fort Lauderdale, Florida 33312 • 954.765.4400 / 954.765.4998

April 24, 2026

VIA ELECTRONIC MAIL: DavidH@oaklandparkfl.gov

David Hebert, City Manager
City of Oakland Park
3650 NE 12 Avenue
Oakland Park, FL 33334

Dear Mr. Hebert,

In accordance with the terms of the Interlocal Agreement for Guaranteed Partial Service between the City of Oakland Park and the Broward County Building Code Division, this letter serves to report that, due to the rising inflation in the economy, effective October 1st, 2026, a rate increase in line with your current interlocal agreement will be applied to the following hourly rate structure: Building Official, Chief Building Code Inspector, Plans Examiner and Building Code Inspector. The new rates are listed below. Please note, Clerical Support will not incur a rate increase (0%) and will remain the same for Fiscal Year 2027. Therefore, the following hourly rates have been used to develop the County's budget:

Building Official…….....	*$101.30/hour*
Chief Building Code Inspector…….	*$101.28/hour*
Plans Examiner……..	*$101.27/hour*
Code/Building Code Inspector……	*$101.17/hour*
Clerical Support……..	*$39.60/hour*

We understand the need to keep hourly rates as low as possible and have implemented all measures to reduce costs. We are still committed to placing our customers' needs first and will work diligently during the development of future budgets to minimize further increases. We hope to keep your trust and build on the solid foundation that has supported our successful partnership over the years.

If I can provide additional information regarding this year's budgeting process or if you would like to discuss the City's current service levels, please contact me or my staff at your convenience. Again, thank you for your business.

Sincerely,

H. Cruz, Jr.

Hipolito Cruz, Jr., Director
Building Code Division

cc: Damaris Lugo, P.E., Assistant Director, Building Code Division
Adam Attah, Broward County Building Official (Cities), Building Code Division
Sheryl Page, Business Manager, Building Code Division
Thomas Schubert, Building Official, City of Oakland Park, thomass@oaklandparkfl.gov
Renee Shrout, City Clerk, City of Oakland Park, ReneeS@oaklandparkfl.gov

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 7

MEETING DATE: 9/9/2026

PREPARED BY: Chris Casale, Director of Parks & Leisure Services

DEPARTMENT HEAD APPROVAL: PARKS & LEISURE

SUBJECT: Renewal of Agreement with South Florida Food and Wine, Inc. for Event Management Services

1. BACKGROUND/HISTORY

Issue Statement: South Florida Food and Wine, Inc. (SFFW) has been providing event management services to the City of Oakland Park since 2015. Currently, the contractor provides services for the City's largest events, which range from one to three days in length.

The current agreement was awarded on June 16, 2021 (R-2021-071), for an initial period of three (3) years with options to renew for two (2) additional 2-year periods. The agreement was renewed for the first two-year term in 2024, and is due to expire on September 30, 2026, after which one two-year renewal remains.

Staff is satisfied with the contractor's performance and wishes to renew the agreement for the second and final two-year term. Under this renewal, the preset event fee schedule will remain the same; however, there is a proposed increase to the hourly rate for other as-needed consulting services from $47/hour to $50/hour.

Recommended Action: The City Commission adopt a resolution authorizing the proper City official to enter into the second and final two-year renewal term with South Florida Food and Wine, Inc. for Event Management Services, for the period October 1, 2026, through September 30, 2028.

2. CURRENT ACTIVITY

Ms. Christine Najac is the managing director of South Florida Food and Wine, Inc. A member of Florida Festivals and Events Association, Ms. Najac assists in developing, planning, and executing events for the City.

The City has contracted with South Florida Food and Wine, Inc. since January of 2015 to assist in creating specialized events that promote the City of Oakland Park and the

culinary activity in the Culinary Arts District. Ms. Najac has worked with City staff to grow events and has been pivotal in the success of events such as Taste of Oakland Park, Oktoberfest, Holiday Village, Dancing in the Street, Soul Fest, Latin Fest, and many others.

Ms. Najac's annual event fee structure will remain the same at $103,000 for the final two years. An increase in her hourly rate from $47/hour to $50/hour for additional consulting services is proposed.

3. FINANCIAL IMPACT

The annual cost of the contract with South Florida Food and Wine, Inc. will remain at $103,000 for the events listed in Exhibit A. Funding for these events is included in the Proposed FY 2027 budget and will become available when City Commission approves the budget in September.

Services unrelated to the events listed in Exhibit A will be billed at an hourly rate of $50 and provided only to the extent that budgeted funds are available.

4. RECOMMENDATION

The City Commission adopt a resolution authorizing the proper City official to enter into the second and final two-year renewal term with South Florida Food and Wine, Inc. for Event Management Services, for the period October 1, 2026, through September 30, 2028.

ATTACHMENTS:

Resolution
Final Renewal Agreement
Event Management Services Breakdown
R2024-161

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO THE SECOND AND FINAL TWO-YEAR RENEWAL TERM WITH SOUTH FLORIDA FOOD AND WINE, INC. FOR EVENT MANAGEMENT SERVICES, FOR THE PERIOD OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2028; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to execute a Second Renewal and Amendment of Agreement for Event Management Services between the City of Oakland Park and South Florida Food and Wine, Inc.

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper City Officials to enter into the second and final two-year renewal term with South Florida Food and Wine, Inc. for Event Management Services, for the period October 1, 2026, through September 30, 2028. A copy of the Second Renewal is attached hereto as Exhibit “A.”

SECTION 3. The appropriate City Officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

ADOPTED by the City Commission of the City of Oakland Park, Florida this 9th day of September, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC CITY CLERK

SECOND RENEWAL AND AMENDMENT
OF AGREEMENT
FOR EVENT MANAGEMENT SERVICES

WHEREAS, the City of Oakland Park, a Florida municipal corporation (the "City"), and **South Florida Food and Wine, Inc.** (the "Contractor") entered into an Agreement for Event Management Services on June 17, 2021, Resolution R-2021-071.

WHEREAS, the contract term was for three (3) years with an option to renew for two (2) additional 2-year periods; and

WHEREAS, on September 18th, 2024, the agreement was renewed for the first 2-year period October 1, 2024, through September 30, 2026; and

NOW THEREFORE, in consideration of the mutual covenants, the City and the Contractor agree to enter into this final 2-year renewal term providing that:

1 The Contractor will continue to provide Event Management Services.

2 The term of this final 2-year renewal Agreement shall be for the period October 1, 2026, through September 30, 2028, after which no renewals will remain.

3 All terms, conditions, and provisions of the Agreement are incorporated herein by reference and made a specific part hereof.

4 The renewal and Amendment will provide for annual event fee structure of $103,000., for final 2-year period.

5 Services rendered unrelated to the Events in Exhibit A; the hourly rate will increase from $47/hour to $50/hour for additional consulting services.

CITY:	**City of Oakland Park**	**CONTRACTOR:**	**South Florida Food and Wine, Inc.**
By:	_____	By:	Christine Najac
Title:	_____	Title:	Owner
Date:	_____	Date:	8/19/26

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

BEFORE ME, the undersigned authority, personally appeared **(Name of affiant)** Christine Najac, who, after being first duly sworn, deposes and states as follows:

1. **Affiant Identity:** Affiant is the **(Title)** Owner of **(Business Name)** South Florida Food + Wine which does business in the State of Florida, hereinafter called the "Contractor."
2. **Contract Purpose:** This affidavit is submitted in connection with the contract titled Event Management Services, between the Contractor and the City of Oakland Park, Florida ("City"), and is intended to comply with the requirements of Section 287.138, Florida Statutes, as amended.
3. **Statutory Background:** Section 287.138, Florida Statutes, prohibits governmental entities from entering into, extending, or renewing certain contracts with entities of concern, including:
   - Entities owned or controlled by the government of a foreign country of concern,
   - Entities organized under the laws of a foreign country of concern, or
   - Entities that are subsidiaries or affiliates of such entities, where such contracts would provide access to personal identifying information (PII) of individuals.
4. **Certification of Compliance:**
   a. Contractor is not owned or controlled by the government of a foreign country of concern, as defined in Section 287.138(1), Florida Statutes.
   b. Contractor is not organized under the laws of a foreign country of concern.
   c. Contractor is not a subsidiary or affiliate of an entity described in paragraphs (a) or (b) above.
   d. Contractor will not subcontract with, delegate to, or otherwise provide access to any entity that would violate the restrictions set forth in Section 287.138(3), Florida Statutes, in connection with this contract.
5. **Accuracy and Updates:** Contractor affirms that the representations in this affidavit are true and accurate as of the date of execution. Contractor agrees to notify the City immediately in writing if any representation becomes inaccurate during the term of the contract.

Signed and Delivered on this 19 day of August, 2026

BY: [signature]
Signature of Affiant
Christine Najac
Printed Name

State of Florida
County of Broward

On this 19 day of August, 2026, before me, the undersigned Notary Public, personally appeared Christine Najac [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. Robin Butler

Notary Public, State of Florida
(Print Name of Notary)

Commission Number: HH651382
My Commission Expires: 4/1/2029

NOTARY PUBLIC STATE OF FLORIDA
ROBIN BUTLER
Notary Public - State of Florida
Commission # HH 651382
My Comm. Expires Apr 1, 2029

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

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

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

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

Date: August 19, 2026

Entity: South Florida Food + Wine

Signed: [signature]

Name: Christine Nagel

Title: August 19, 2026

State of Florida
County of Broward

On this 19 day of August, 2026, before me, the undersigned Notary Public, personally appeared [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Robin Butler

Notary Public, State of Florida

(Print Name of Notary) Robin Butler

Commission Number: HH651382

My Commission Expires: 4/1/2029

ROBIN BUTLER
Notary Public - State of Florida
Commission # HH 651382
My Comm. Expires Apr 1, 2029

FY 2027 – event management breakdown

October 2026 – Oktoberfest

Oakland Park Oktoberfest complements the downtown Culinary Arts District with a taste of German-style food, local beer and Bavarian-style entertainment. July-October planning and event management.
July $2500
August $2500
September $2500
October $2500

October 2026 - Halloween Bash

Halloween Bash is a family-friendly community event with music, costume contests, Trunk & Treat activities, food trucks and other ghoulish surprises. September and October planning and event management.
September $2500
October $2500

November 2026 – Art & Antique Walk + Marketplace
Tour and shop the eclectic of Oakland Park by visiting Oakland Park's vintage and antique stores + Marketplace in Art Park. September - November planning and event management.
September $2000
October $2000
November $2000

December 2026 - Holiday Village

Oakland Park Holiday Village is a family-friendly weekend event at Jaco Pastorius Park. Holiday Village features Holiday Village lighting ceremony, Holiday Village Carousel, Christmas Tree decorating competition, children's activities, snow mountain, ice skating, artist & craft vendors, live entertainment, visits from Santa, photo op installations, cash bar for adults, and a Food Court. September-December planning and event management.
September *$2500*
October *$2500*
November *$2500*
December *$7500*

February 2027 – Soul Fest

Oakland Park Soul Fest is a celebration of African American culture through its history of food, drink, culture, and entertainment. November-February planning and event management.
November $2500
December $2500
January $2500
February $2500

February 2027 - TASTE of Oakland Park
TASTE of Oakland Park is a grand tasting celebration of food and drink, for the locals by the locals. November-February planning and event management.
November $3000
December $3000
January $3000
February $3000

March 2027 - Dancing in the Street
Numerous live bands, musicians and performers complement local restaurants & bars selling food & drink, mixed with family-style activities extended down Main Street from NE 36th Street to Oakland Park Boulevard. December - March planning and event management.
December
$2500 January
$2500 February
$2500 March
$2500

April 2027 - Youth Day

Youth Day is an Oakland Park tradition celebrating 60+ years of entertainment, carnival rides, fireworks and Broward County's longest running parade which leads into Oakland Park's Youth Day Celebration February – April planning and event management.
February
$2500 March
$3000 April
$1500

June 2027 – Oakland Park Pride

Oakland Park Pride is a celebration of Pride through music, song and dance. April-June planning and event.
April $3000
May $3500
June $3500

September 2027 - Latin Fest

Oakland Park Latin Fest is a celebration of Latin culture through food, drink, music, and dance. June-September planning and event.
June $2500
July $2500
August $2500
September $2500

Oakland Park Centennial 2029

Planning and development for City's Centennial in 2029 with quarterly reporting.
December 2026 - $2000
March 2027 - $2000
June 2027 - $2000
September 2027 - $2000

Rate of pay for additional services outside of the event breakdown is $50/hour.

FY 2028 – event management breakdown

October 2027 – Oktoberfest

Oakland Park Oktoberfest complements the downtown Culinary Arts District with a taste of German-style food, local beer and Bavarian-style entertainment. July-October planning and event management.
July $2500
August $2500
September $2500
October $2500

October 2027 - Halloween Bash

Halloween Bash is a family-friendly, community event with music, costume contests, Trunk & Treat activities, food trucks and other ghoulish surprises. September and October planning and event management.
September $2500
October $2500

November 2027 – Art & Antique Walk + Marketplace
Tour and shop the eclectic of Oakland Park by visiting Oakland Park's vintage and antique stores + Marketplace in Art Park. September - November planning and event management.
September $2000
October $2000
November $2000

December 2027 - Holiday Village

Oakland Park Holiday Village is a family-friendly weekend event at Jaco Pastorius Park. Holiday Village features Holiday Village lighting ceremony, Holiday Village Carousel, Christmas Tree decorating competition, children's activities, snow mountain, ice skating, artist & craft vendors, live entertainment, visits from Santa, photo op installations, cash bar for adults, and a Food Court. September-December planning and event management.
September *$2500*
October *$2500*
November *$2500*
December *$7500*

February 2028 – Soul Fest

Oakland Park Soul Fest is a celebration of African American culture through its history of food, drink, culture, and entertainment. November-February planning and event management.
November $2500
December $2500
January $2500
February $2500

February 2028 - TASTE of Oakland Park

TASTE of Oakland Park is a grand tasting celebration of food and drink, for the locals by the locals. November-February planning and event management.
November $3000
December $3000
January $3000
February $3000

March 2028 - Dancing in the Street

Numerous live bands, musicians and performers complement local restaurants & bars selling food & drink, mixed with family-style activities extended down Main Street from NE 36th Street to Oakland Park Boulevard. December - March planning and event management.
December
$2500 January
$2500 February
$2500 March
$2500

April 2028 - Youth Day

Youth Day is an Oakland Park tradition celebrating 60+ years of entertainment, carnival rides, fireworks and Broward County's longest running parade which leads into Oakland Park's Youth Day Celebration February – April planning and event management.
February
$2500 March
$3000 April
$1500

June 2028 – Oakland Park Pride

Oakland Park Pride is a celebration of Pride through music, song and dance. April-June planning and event.
April $3000
May $3500
June $3500

September 2028 - Latin Fest

Oakland Park Latin Fest is a celebration of Latin culture through food, drink, music, and dance. June-September planning and event.
June $2500
July $2500
August $2500
September $2500

Oakland Park Centennial 2029

Planning and development for City's Centennial in 2029 with quarterly reporting.
December 2026 - $2000
March 2027 - $2000
June 2027 - $2000

September 2027 - $2000

Rate of pay for additional services outside of the event breakdown is $50/hour.

FY 2027 – event management breakdown

October 2026 – Oktoberfest

Oakland Park Oktoberfest complements the downtown Culinary Arts District with a taste of German-style food, local beer and Bavarian-style entertainment. July-October planning and event management.
July $2500
August $2500
September $2500
October $2500

October 2026 - Halloween Bash

Halloween Bash is a family-friendly community event with music, costume contests, Trunk & Treat activities, food trucks and other ghoulish surprises. September and October planning and event management.
September $2500
October $2500

November 2026 – Art & Antique Walk + Marketplace
Tour and shop the eclectic of Oakland Park by visiting Oakland Park's vintage and antique stores + Marketplace in Art Park. September - November planning and event management.
September $2000
October $2000
November $2000

December 2026 - Holiday Village

Oakland Park Holiday Village is a family-friendly weekend event at Jaco Pastorius Park. Holiday Village features Holiday Village lighting ceremony, Holiday Village Carousel, Christmas Tree decorating competition, children's activities, snow mountain, ice skating, artist & craft vendors, live entertainment, visits from Santa, photo op installations, cash bar for adults, and a Food Court. September-December planning and event management.
September *$2500*
October *$2500*
November *$2500*
December *$7500*

February 2027 – Soul Fest

Oakland Park Soul Fest is a celebration of African American culture through its history of food, drink, culture, and entertainment. November-February planning and event management.
November $2500
December $2500
January $2500
February $2500

February 2027 - TASTE of Oakland Park
TASTE of Oakland Park is a grand tasting celebration of food and drink, for the locals by the locals. November-February planning and event management.
November $3000
December $3000
January $3000
February $3000

March 2027 - Dancing in the Street
Numerous live bands, musicians and performers complement local restaurants & bars selling food & drink, mixed with family-style activities extended down Main Street from NE 36th Street to Oakland Park Boulevard. December - March planning and event management.
December
$2500 January
$2500 February
$2500 March
$2500

April 2027 - Youth Day

Youth Day is an Oakland Park tradition celebrating 60+ years of entertainment, carnival rides, fireworks and Broward County's longest running parade which leads into Oakland Park's Youth Day Celebration February – April planning and event management.
February
$2500 March
$3000 April
$1500

June 2027 – Oakland Park Pride

Oakland Park Pride is a celebration of Pride through music, song and dance. April-June planning and event.
April $3000
May $3500
June $3500

September 2027 - Latin Fest

Oakland Park Latin Fest is a celebration of Latin culture through food, drink, music, and dance. June-September planning and event.
June $2500
July $2500
August $2500
September $2500

Oakland Park Centennial 2029

Planning and development for City's Centennial in 2029 with quarterly reporting.
December 2026 - $2000
March 2027 - $2000
June 2027 - $2000
September 2027 - $2000

Rate of pay for additional services outside of the event breakdown is $50/hour.

FY 2028 – event management breakdown

October 2027 – Oktoberfest

Oakland Park Oktoberfest complements the downtown Culinary Arts District with a taste of German-style food, local beer and Bavarian-style entertainment. July-October planning and event management.
July $2500
August $2500
September $2500
October $2500

October 2027 - Halloween Bash

Halloween Bash is a family-friendly, community event with music, costume contests, Trunk & Treat activities, food trucks and other ghoulish surprises. September and October planning and event management.
September $2500
October $2500

November 2027 – Art & Antique Walk + Marketplace
Tour and shop the eclectic of Oakland Park by visiting Oakland Park's vintage and antique stores + Marketplace in Art Park. September - November planning and event management.
September $2000
October $2000
November $2000

December 2027 - Holiday Village

Oakland Park Holiday Village is a family-friendly weekend event at Jaco Pastorius Park. Holiday Village features Holiday Village lighting ceremony, Holiday Village Carousel, Christmas Tree decorating competition, children's activities, snow mountain, ice skating, artist & craft vendors, live entertainment, visits from Santa, photo op installations, cash bar for adults, and a Food Court. September-December planning and event management.
September *$2500*
October *$2500*
November *$2500*
December *$7500*

February 2028 – Soul Fest

Oakland Park Soul Fest is a celebration of African American culture through its history of food, drink, culture, and entertainment. November-February planning and event management.
November $2500
December $2500
January $2500
February $2500

February 2028 - TASTE of Oakland Park

TASTE of Oakland Park is a grand tasting celebration of food and drink, for the locals by the locals. November-February planning and event management.
November $3000
December $3000
January $3000
February $3000

March 2028 - Dancing in the Street

Numerous live bands, musicians and performers complement local restaurants & bars selling food & drink, mixed with family-style activities extended down Main Street from NE 36th Street to Oakland Park Boulevard. December - March planning and event management.
December
$2500 January
$2500 February
$2500 March
$2500

April 2028 - Youth Day

Youth Day is an Oakland Park tradition celebrating 60+ years of entertainment, carnival rides, fireworks and Broward County's longest running parade which leads into Oakland Park's Youth Day Celebration February – April planning and event management.
February
$2500 March
$3000 April
$1500

June 2028 – Oakland Park Pride

Oakland Park Pride is a celebration of Pride through music, song and dance. April-June planning and event.
April $3000
May $3500
June $3500

September 2028 - Latin Fest

Oakland Park Latin Fest is a celebration of Latin culture through food, drink, music, and dance. June-September planning and event.
June $2500
July $2500
August $2500
September $2500

Oakland Park Centennial 2029

Planning and development for City's Centennial in 2029 with quarterly reporting.
December 2026 - $2000
March 2027 - $2000
June 2027 - $2000

September 2027 - $2000

Rate of pay for additional services outside of the event breakdown is $50/hour.

RESOLUTION NO. R-2024-161

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST RENEWAL AND AMENDMENT OF AGREEMENT FOR EVENT MANAGEMENT SERVICES BETWEEN THE CITY OF OAKLAND PARK AND SOUTH FLORIDA FOOD AND WINE, INC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to execute a First Renewal and Amendment of Agreement for Event Management Services between the City of Oakland Park and South Florida Food and Wine, Inc.

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper city officials to execute a First Renewal and Amendment of Agreement for Event Management Services between the City of Oakland Park and South Florida Food and Wine, Inc., and hereby authorizes expenditure up to the budgeted availability. A copy of the First Renewal is attached hereto as Exhibit "A."

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

ADOPTED by the City Commission of the City of Oakland Park, Florida this 18th day of September 2024.

CITY OF OAKLAND PARK, FLORIDA

MAYOR MITCH ROSENWALD

T. LONERGAN	YES
S. ARNST	YES
L. NEWBOLD	YES
A. GORDON	YES
M. ROSENWALD	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

FIRST RENEWAL AND AMENDMENT
OF AGREEMENT
FOR EVENT MANAGEMENT SERVICES

WHEREAS, the City of Oakland Park, a Florida municipal corporation (the "City"), and **South Florida Food and Wine, Inc.** (the "Contractor") entered into an Agreement for Event Management Services on June 17, 2021, Resolution R-2021-071.

WHEREAS, the contract term was for three (3) years with an option to renew for two (2) additional 2-year periods.

NOW THEREFORE, in consideration of the mutual covenants, the City and the Contractor agree to enter into this 2-year renewal term providing that:

1 The Contractor will continue to provide Event Management Services.

2 The term of this 2-year renewal Agreement shall be for the period October 1, 2024, through September 31, 2026, after which one (1) 2-year renewal will remain.

3 All terms, conditions, and provisions of the Agreement are incorporated herein by reference and made a specific part hereof.

4 The renewal and Amendment will provide for annual event fee structure in Exhibit A from $85,000 to $100,000, plus an annual increase of 3% for year 2 of the renewal.

5 Services rendered unrelated to the Events in Exhibit A; the hourly rate will increase from $40/hour to $47/hour for additional consulting services.

CITY:	**City of Oakland Park**	**CONTRACTOR:**	**South Florida Food and Wine, Inc.**
By:		By:	
Title:	David Hebert, City Manager	Title:	President
Date:	9-19-24	Date:	9-13-24

R.2024.161

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

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

1. The Affiant is an adult resident of the State of Florida.

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

3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

4. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: September 13th, 2024

ENTITY City of Oakland Park

NAME: Robin Greco

TITLE: Deputy City Clerk

STATE: Florida
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 13th day of September, 2024, by: Christine Majac.
Name of Person Making Statement

ROBIN GRECO
Notary Public - State of Florida
Commission # HH 469075
My Comm. Expires Feb 19, 2028
Bonded through National Notary Assn.

NOTARY SEAL

Robin Greco
Signature of Notary Public

Robin Greco
Name of Notary Public (Typed, Printed, Stamped)

Personally Known: X OR Identification Produced: _____

Type of Identification Produced: _____

"EXHIBIT A"

FY 2025 – event management breakdown

October 2024 – Oktoberfest
Oakland Park Oktoberfest complements the downtown Culinary Arts District with a taste of German-style food, local beer and Bavarian-style entertainment. July-October planning and event management.
July $2500
August $2500
September $2500
October $2500

October 2024 - Halloween Bash
Halloween Bash is a family-friendly, community event with music, costume contests, Trunk & Treat activities, food trucks and other ghoulish surprises. September and October planning and event management.
September $2500
October $2500

November 2024 – Art & Antique Walk + Marketplace
Tour and shop the eclectic of Oakland Park by visiting Oakland Park's vintage and antique stores + Marketplace in Art Park. September - November planning and event management.
September $2000
October $2000
November $2000

December 2024 - Holiday Village
Oakland Park Holiday Village is a family-friendly weekend event at Jaco Pastorius Park. Holiday Village features Holiday Village lighting ceremony, Holiday Village Carousel, Christmas Tree decorating competition, children's activities, snow mountain, ice skating, artist & craft vendors, live entertainment, visits from Santa, photo op installations, cash bar for adults, and a Food Court with food for purchase. September-December planning and event management.
September *$2500*
October *$2500*
November *$2500*
December *$7500*

February 2025 – Soul Fest
Oakland Park Soul Fest is a celebration of African American culture through its history of food, drink, culture, and entertainment. November-February planning and event management.
November $2500
December $2500
January $2500
February $2500

February 2025 - TASTE of Oakland Park
TASTE of Oakland Park is a grand tasting celebration of food and drink, for the locals by the locals. November-February planning and event management.
November $3000
December $3000
January $3000
February $3000

March 2025 - Dancing in the Street
Numerous live bands, musicians and performers complement local restaurants & bars selling food & drink, mixed with family-style activities extended down Main Street from NE 36th Street to Oakland Park Boulevard. December - March planning and event management.
December $2500
January $2500
February $2500
March $2500

April 2025 - Youth Day
Youth Day is an Oakland Park tradition celebrating 60+ years of entertainment, carnival rides, fireworks and Broward County's longest running parade which leads into Oakland Park's Youth Day Celebration February – April planning and event management.
February $2500
March $3000
April $1500

June 2025 – Oakland Park Pride
Oakland Park Pride is a celebration of Pride through music, song and dance. April-June planning and event.
April $3000
May $3500
June $3500

September 2025 - Latin Fest
Oakland Park Latin Fest is a celebration of Latin culture through food, drink, music, and dance. June-September planning and event.
June $2500
July $2500
August $2500
September $2500

Oakland Park Centennial 2029
Planning and development for City's Centennial in 2029 with quarterly reporting.
December 2024 - $1250
March 2025 - $1250
June 2025 - $1250
September 2025 - $1250

Rate of pay for additional services outside of the event breakdown is at $47/hour.

FY 2026 – event management breakdown

October 2025 – Oktoberfest
Oakland Park Oktoberfest complements the downtown Culinary Arts District with a taste of German-style food, local beer and Bavarian-style entertainment. July-October planning and event management.
July $2500
August $2500
September $2500
October $2500

October 2025 - Halloween Bash
Halloween Bash is a family-friendly, community event with music, costume contests, Trunk & Treat activities, food trucks and other ghoulish surprises. September and October planning and event management.
September $2500
October $2500

November 2025 – Art & Antique Walk + Marketplace
Tour and shop the eclectic of Oakland Park by visiting Oakland Park's vintage and antique stores + Marketplace in Art Park. September - November planning and event management.
September $2000
October $2000
November $2000

December 2025 - Holiday Village
Oakland Park Holiday Village is a family-friendly weekend event at Jaco Pastorius Park. Holiday Village features Holiday Village lighting ceremony, Holiday Village Carousel, Christmas Tree decorating competition, children's activities, snow mountain, ice skating, artist & craft vendors, live entertainment, visits from Santa, photo op installations, cash bar for adults, and a Food Court with food for purchase. September-December planning and event management.
September *$2500*
October *$2500*
November *$2500*
December *$7500*

February 2026 – Soul Fest
Oakland Park Soul Fest is a celebration of African American culture through its history of food, drink, culture, and entertainment. November-February planning and event management.
November $2500
December $2500
January $2500
February $2500

February 2026 - TASTE of Oakland Park
TASTE of Oakland Park is a grand tasting celebration of food and drink, for the locals by the locals. November-February planning and event management.
November $3000
December $3000
January $3000
February $3000

March 2026 - Dancing in the Street
Numerous live bands, musicians and performers complement local restaurants & bars selling food & drink, mixed with family-style activities extended down Main Street from NE 36th Street to Oakland Park Boulevard. December - March planning and event management.
December $2500
January $2500
February $2500
March $2500

April 2026 - Youth Day
Youth Day is an Oakland Park tradition celebrating 60+ years of entertainment, carnival rides, fireworks and Broward County's longest running parade which leads into Oakland Park's Youth Day Celebration February – April planning and event management.
February $2500
March $3000
April $1500

June 2026 – Oakland Park Pride
Oakland Park Pride is a celebration of Pride through music, song and dance. April-June planning and event.
April $3000
May $3500
June $3500

September 2026 - Latin Fest
Oakland Park Latin Fest is a celebration of Latin culture through food, drink, music, and dance. June-September planning and event.
June $2500
July $2500
August $2500
September $2500

Oakland Park Centennial 2029
Planning and development for City's Centennial in 2029 with quarterly reporting.
December 2025 - $2000
March 2026 - $2000
June 2026 - $2000
September 2026 - $2000

Rate of pay for additional services outside of the event breakdown is at $47/hour.

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 8

MEETING DATE: 9/9/2026

PREPARED BY:	John Preston Assistant Fire Chief Stephen Krivjanik Fire Chief	**DEPARTMENT HEAD APPROVAL:**	Fire Admin

SUBJECT: Second Renewal of Agreement with Keylite Power & Lighting Corp. for Fire Station Alerting System Services

1. BACKGROUND/HISTORY

Issue Statement:
The Fire Department utilizes the US Digital Designs (USDD) Phoenix G2 Fire Station Alerting System at the City's three fire stations. The system requires annual service and maintenance to maintain system reliability and provide access to software updates, technical support, and equipment repair.

The agreement provides for an initial one-year term and four additional one-year renewal terms. On November 5, 2025, the City Commission adopted Resolution No. R-2025-206 approving the first one-year renewal for the period October 1, 2025 through September 30, 2026.

The current agreement expires September 30, 2026. Staff is requesting approval of the second one-year renewal for the period October 1, 2026 through September 30, 2027. Following approval of this renewal, two additional one-year renewal options will remain.

Recommended Action:
Staff recommends the City Commission adopt a resolution approving the second one-year renewal with Keylite Power & Lighting Corp. and US Digital Designs for service and maintenance of the City's fire station alerting systems for the period October 1, 2026 through September 30, 2027, utilizing Broward County Contract No. R1426611P1, in an amount not to exceed $33,155.32.

2. CURRENT ACTIVITY

The City currently utilizes the US Digital Designs (USDD) Phoenix G2 Fire Station Alerting System, a critical component of the City's emergency dispatch infrastructure. This IP-based system provides automated, "heart-friendly" alerting tones, lighting, and clear text-to-speech dispatching to notify fire crews of incidents, which has proven to reduce response times and minimize stress on both dispatchers and first responders.

The current service agreement will expire on September 30, 2026; however, approval of the second renewal with Keylite Power & Lighting Corp. will provide continuous coverage through September 30, 2027.

3. FINANCIAL IMPACT

The annual cost to maintain the fire station alerting system is $33,155.32, as shown in the attached proposal and based on Broward County Contract No. R1426611P1. Funding is included in the Fire Rescue Department’s FY 2027 Proposed Operating Budget and will become available upon the City Commission’s adoption of the proposed budget in September.

4. RECOMMENDATION

Staff recommends the City Commission adopt a resolution approving the second one-year renewal with Keylite Power & Lighting Corp. and US Digital Designs for service and maintenance of the City's fire station alerting systems for the period October 1, 2026 through September 30, 2027, utilizing Broward County Contract No. R1426611P1, in an amount not to exceed $33,155.32.

ATTACHMENTS:

Resolution
Keylite Renewal Letter
Keylite Price Estimate
USDD End User Agreement
USSD Service Agreement
R2025-206

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE SECOND ONE-YEAR RENEWAL WITH KEYLITE POWER & LIGHTING CORP. AND US DIGITAL DESIGNS FOR SERVICE AND MAINTENANCE OF THE CITY'S FIRE STATION ALERTING SYSTEMS FOR THE PERIOD OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027, PIGGYBACKING BROWARD COUNTY CONTRACT NO. R1426611P1, IN AN AMOUNT NOT TO EXCEED $33,155.32; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the second one-year renewal with Keylite Power & Lighting Corp. and US Digital Designs for service and maintenance of the City's fire station alerting systems for the period October 1, 2026 through September 30, 2027, piggybacking Broward County Contract No. R1426611P1, in an amount not to exceed $33,155.32.

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the second one-year renewal with Keylite Power & Lighting Corp. and US Digital Designs for service and maintenance of the City's fire station alerting systems for the period October 1, 2026 through September 30, 2027, piggybacking Broward County Contract No. R1426611P1, in an amount not to exceed $33,155.32.

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

ADOPTED by the City Commission of the City of Oakland Park, Florida this 9th day of September, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC CITY CLERK

7/8/2026

Request to Renew Agreement

Troy Bailey
Vice President, Public Safety & Fire Station Alerting Division
Keylite Power & Lighting Corp.
12240 SW 128th Court
Suite 107
Miami, Florida 33186-4781

Subject: Renewal # 2, – R1426611P1 - Fire Station Alerting System

Dear Troy Bailey,

The current term of the subject agreement between your firm and the City of Oakland Park will expire on September 30, 2026, and the agreement may be renewed for three additional one-year periods. Oakland Park wishes to renew this agreement for the *second* period covering October 1, 2026, through September 30, 2027.

If you agree to renew, kindly sign and return his letter to me by July 15, 2026. Enclose any requested changes to your agreement at this time. A response by email to johnp@oaklandparkfl.gov is preferred.

Sincerely,

John L Preston
Assistant Fire Chief

✓ I will renew this agreement for the above mentioned term. Requested changes, if applicable, are attached.

I do **NOT** wish to renew this agreement.

Troy Bailey
Authorized Signature

Vice President. FSA — **Title**

7/8/2026 — **Date**

ESTIMATE

Keylite Power & Lighting Corp. - Maint.
12240 SW 128th Ct
Ste 107
Miami, FL 33186-4781

jm@teamkeylite.net
+1 (305) 232-9910
www.teamkeylite.com

Bill to
Chief John Preston
City of Oakland Park Fire Rescue
599 NE 38th St.
Oakland Park, FL 33334

Ship to
Chief John Preston
City of Oakland Park Fire Rescue
599 NE 38th St.
Oakland Park, FL 33334

Estimate details

Estimate no.: 1175
Estimate date: 07/08/2026
Expiration date: 10/08/2026

Product or service	Description	Qty	Rate	Amount
Support Service Option B	FSA Support Service Option B: Standard On-site Support - Station 9	1	$14,861.42	$14,861.42
Support Service Option B	FSA Support Service Option B: Standard On-site Support - Station 20	1	$8,073.44	$8,073.44
Support Service Option B	FSA Support Service Option B: Standard On-site Support - Station 87	1	$8,412.46	$8,412.46
Cyber Power UPS Battery	FSA UPS Battery Replacement Station 9, 20, 87	1	$1,808.00	$1,808.00

Total **$33,155.32**

Expiry date 10/08/2026

Note to customer

FY27 FSA Annual Support Services Budgetary Estimate
Coverage Period: 10/01/2026 - 09/30/2027
Increase in Station 9 due to new Station and equipment warranty has expired

Accepted date **Accepted by**

US DIGITAL DESIGNS
by Honeywell

END USER'S ACKNOWLEDGMENT AND AGREEMENT

City of Oakland Park Fire Rescue Department ("End User") has acquired the fire station alerting system ("System," as more specifically defined below) designed and manufactured in part by US DIGITAL DESIGNS, INC. ("USDD") and acquired here from Keylite Power and Lighting Corp. ("Keylite") pursuant to the System And Services Agreement Between Broward County And Keylite Power & Lighting Corp., approved October 10, 2017 ("the Broward County Contract R1426611P_1"). For purposes of the Broward County Contract and this Acknowledgment and Agreement, Keylite is a USDD authorized Reseller. USDD's obligation to provide the System and certain related services to End User through Keylite is contingent, in part, on USDD's receipt of this End User's Acknowledgment and Agreement, as set forth herein.

For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, End User agrees as follows:

1. **Definitions**.

   a. **"Hardware"** means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Keylite or End User by USDD; provided, however, that Hardware shall not include any televisions or monitors manufactured by third parties.

   b. **"Intellectual Property"** means any and all rights of USDD related to Hardware, Software, and other products and business existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

   c. **"Software"** means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data provided to End User by USDD through Keylite as part of the System.

   d. **"System"** means all USDD hardware and software purchased by Reseller for resale to End User either as part of Keylite's Broward Contract, or otherwise, and that is used exclusively by End User as part of its fire station alerting system; provided, however, that the term "System" specifically excludes any

components, hardware, or software provided by third parties, including without limitation Reseller or End User's computers, laptops, computer peripherals, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided directly by USDD.

2. **Intellectual Property**. End User hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property. End User agrees not to remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through any Hardware, Software, or other products. Nothing in this instrument, the Prime Contract, or the USDD Contract shall be deemed to give, transfer, or convey to End User any rights in the Intellectual Property other than the license to use the Software, as set forth below.

3. **License**. At all times that End User is in compliance with the terms of its agreements with Keylite, End User shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the System. All other rights to the Software and other Intellectual Property are reserved exclusively to USDD.

4. **Temporary Limitations in Use of System**. End User is dispatched by Broward County (the "County"), who is acquiring the dispatch level portion of the System from Keylite and USDD pursuant to the Broward County Contract. It is anticipated that End User's System will be installed and implemented prior to final implementation and acceptance of the System by County. Until such time as the County's System is interfaced to its CAD system and County has accepted the System, End User's System will not have certain functions available, including automated VoiceAlert announcements, other CAD-related functions, and use of the Phoenix G2 FSA Mobile Application. Notwithstanding these temporary limitations in functionality, End User's System can be installed and implemented, and used for station alerting utilizing of tone decoding until such time as the County's System is fully implemented. By its signature below, End User acknowledges the temporary limitations in the System that will apply until the County's System is fully implemented and accepted.

IN WITNESS OF THE FOREGOING, the parties execute this Agreement as follows:

CITY:

CITY OF OAKLAND PARK, FIRE RESCUE,

By_____
STEPHEN KRIVJANIK, Fire Chief

CONTRACTOR:

KEYLITE POWER & LIGHTING CORP,

By _____
TROY BAILEY, Vice President
Public Safety & Fire Station Alerting Division

WITNESS:

_____
Signature

_____
Print Name

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made by and between Keylite Power & Lighting Corp. ("Keylite"), with its principal place of business at 12312 SW 128th Court, Unit 107 Miami, FL 33187, Honeywell International Inc. through its US Digital Designs group ("USDD") with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281, and the following entity ("City"):

City of Oakland Park Fire Rescue
Stephen Krivjanik, Fire Chief
Fire Rescue Department
599 NE 38th St.
Oakland Park, FL 33334

1. **Recitals**.

   a. Keylite entered into a contract (the "Prime Contract") with Broward County, Florida, for the provision, in part, of USDD's Phoenix G2 Fire Station Alerting System (the "System" as more fully defined below) to County's Dispatch Centers and Dispatch Customers.

   b. The City acquired the System either pursuant to provisions of the Prime Contract, or independently from Keylite or other authorized reseller of the System, and will require software maintenance and hardware repair services for the System after expiration of the warranty period.

   c. USDD as the manufacturer, is the only entity able to provide the required software and hardware maintenance and repair, and has agreed to provide service System pursuant to the terms, conditions and limitations of this Agreement.

   d. Keylite has agreed to provide Enhanced Services (as defined below) that may be required under the Prime Contractor offered to City as part of an independent sale, and to provide service, maintenance and support for components that are not part of the System, but purchased in connection with the System.

   e. Keylite and USDD have agreed to provide the services to City's System pursuant to the terms, conditions and limitations of this Agreement.

   f. In consideration of the foregoing, and for other good and valuable consideration, the parties hereby agree to the terms set forth in this Agreement.

2. **Definitions**. For purposes of this Agreement, the following terms shall have the following meanings:

   a. "Additional Services" shall have the meaning set forth in Section 7, below;

b. "Annual Fee" shall mean the total of the annual fee charged by Keylite for Services.

c. "Application or App" shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.

d. "Commencement Date" shall be October 1, 2026.

e. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to City by USDD through Keylite, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;

f. "Emergency Support" means telephone access for City's "System Administrator" (as defined below) to USDD's senior staff and engineers in the event of a Mission Critical Failure.

g. "Enhanced Services" shall mean the support and maintenance services to be provided by Keylite, and more specifically set forth in Section 8 below;

h. "Mission Critical Failure" means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD's direct control does not constitute a Mission Critical Failure.

i. "Services" shall have the meaning set forth in Section 3, below;

j. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to City by USDD;

k. "System" means all Hardware and Software purchased by City either directly from USDD or authorized USDD Reseller under any contract, purchase order, or arrangement that is used exclusively by City as part of its fire station alerting system, provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation City's computers, laptops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to City directly by USDD;

l. "Term" means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 12, below.

3. **USDD Scope of Services**. During the Term of this Agreement, USDD agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;

b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;

c. Emergency Support, available 24 hours per day, for City's System Administrator in the event of a Mission Critical Failure;

d. Updates for all System Software, as and when released by USDD;

e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.

f. Advance replacement of defective or malfunctioning Hardware (not otherwise covered under USDD's warranty applicable to the Hardware) subject to USDD's Return Material Authorization ("RMA") Process described below; and

g. Ground shipping for the return of repaired Hardware.

Any services to be provided pursuant to the service option chosen by End User as set forth in Section 11 not specifically cited above to be performed by USDD, and any Enhanced Services shall be the sole responsibility of Keylite.

4. **Claims**. Prior to requesting Services, City is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, City must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. USDD's technical support contact information can be found on USDD's website: http://stationalerting.com/service-support/. City must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

5. **Advance Replacement of Hardware**. If a Hardware component requires repair during the Term, Keylite or City shall initiate the RMA process as described below. Upon approval, USDD will cause shipment of a replacement Hardware component to City prior to the defective Hardware component being returned to USDD for repair. The replacement Hardware will be a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product is exchanged, any replacement item becomes the City's property and the replaced item becomes the property of USDD. Replaced Hardware provided by USDD in fulfillment of the Services must be used in the System to which this Agreement applies.

6. **Return Material Authorization Process.** If Keylite or City makes a claim for an advanced replacement of a Hardware component during the Term, City and/or Keylite shall provide USDD with the

Hardware component model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Hardware, shipped postage paid ground shipping to the address provided by City. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the hardware that City or Keylite is returning. The original hardware must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number. The original hardware must be shipped back within 10 days of receiving the replacement. Failure to return the original hardware will cause City to incur a replacement charge equal to full market value of the replacement Hardware.

7. No Fault Found. USDD reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no fault. City understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or return because the Hardware is "old." Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. In such event, Honeywell shall invoice Customer for the full market value of the replacement Hardware.

8. **Limitations**. The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the City's misuse or neglect of the System, damage arising from City's failure to follow instructions relating to the product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized USDD representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of USDD, use with non-USDD products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at City's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in USDD's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. USDD shall not be liable to provide Services at any time when City is in breach of any obligation to USDD under this Agreement or any other contract.

9. **Additional Services by USDD**. Except for the Services, all other acts or performances requested or required of USDD by City ("Additional Services") will be charged at USDD's then current rates and will be in addition to all other fees and charges payable by City under this Agreement. Additional Services shall include (without limitation) City's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by USDD on a rush basis or during hours not included in the description of the Services set forth above. City shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.

10. **Enhanced Services**. In addition to the Services to be performed by USDD under this Agreement, in connection with the Purchase Order(s) or other purchasing documents, Keylite shall perform the following services ("Enhanced Services"):

a. Technical service work and support, mileage, and parts 24/7/365 to maintain the above equipment to its original manufacturer's specifications as long as parts and support are provided by the original manufacturer.

b. On-site support of installed hardware, assisting USDD by replacing with provided spares if available or replacement hardware from USDD as needed.

c. On-site support for radio interfaced to USDD for over-the-air dispatch notification.

11. **City Facilitation of Services**. In order to facilitate USDD's delivery of the services, City will appoint a person from its staff to consult with USDD and provide such information, access, description, and guidance as is necessary for USDD to perform its duties hereunder ("System Administrator"). The City will ensure that the System Administrator is reasonably available to USDD. USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limitation, direction to provide Additional Services. In the absence of the designated System Administrator, USDD will contact Keylite. Without limiting the foregoing, City will be responsible for the following:

a. Remote network access to the City's System, including its Communications Gateways (if applicable), Station Controllers, and other USDD-supplied equipment through VPN using Secure Shell (SSH) to perform implementation and support tasks under this Agreement. USDD will only access City's System with the knowledge and consent of City.

b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "City Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;

c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the City Equipment, including the replacement of UPS batteries as necessary;

d. The correct use of the System in accordance with USDD's operating instructions; and

e. The security and integrity of the System.

12. **Ongoing Service Term, Renewal and Termination**. The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year ("Initial Term"). Unless previously terminated as set forth in this Section, City may renew this agreement for four (4) additional one-year terms (each an "Additional Term") by giving written notice of City's intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the "Annual Fee" (as defined below).

This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. Either party may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If the Breaching party fails to cure the breach within 30 days, this Agreement may be terminated. Notwithstanding the foregoing, USDD or Keylite may terminate this Agreement immediately upon non-payment of any undisputed sum (except for any prepayment services or hardware not received) due from City under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to Keylite and to USDD shall be non-refundable.

13. **Annual Fees**. On or before the first day of the Initial Term and each Additional Term (each a "Due Date"), City shall pay Keylite an Annual Fee in advance for the Services and Enhanced Services to be delivered hereunder.

✓	Service Options, A: Premium Support; B: Standard Support; **or** C: Basic Support. Check the box to the left to indicate the level of support applicable here.
____	Option A: Premium Support includes: 24/7/365 1 hour telephone support; Includes Next Business Day priority shipping from factory replacement, field replacements; Includes 24/7/365 2 hours onsite response, +4 hours uptime guarantee; Includes all active parts and equipment supplied to repair or replace; Includes all station wiring, connectors; Includes batteries; Includes annual on-site test and optimization; Includes software maintenance. Includes onsite software upgrades as necessary; Includes annual remedial training class if necessary includes annual engineering review Includes 24 licenses G2 Mobile FSAS application (iPhone or Android) per each ATX Station Controller that is part of the System and covered under this Agreement; Includes priority restoration service, external antenna wind.
_✓	Option B: Standard Support includes 24/7/365 1 hour telephone support; Includes Next Business Day priority shipping from factory replacement, field replacements; Includes 24/7/365 2 hours onsite response, +4 hours uptime guarantee; Includes all parts and active equipment supplied to repair or replace; Includes software maintenance; Includes onsite software upgrades as necessary Includes 24 licenses G2 Mobile FSAS application (iPhone or Android) per each ATX Station Controller that is part of the System and covered under this Agreement.
____	Option C: Basic Support includes: 24/7/365 1 hour telephone support; Includes Next Business Day priority shipping from factory replacement, field replacements; Includes remote software maintenance, upgrades; Includes 24 licenses G2 Mobile FSAS application (iPhone or Android) per each ATX Station Controller that is part of the System and covered under this Agreement; On-site field labor rates per contract ($105 per hour year 1, CPI annual escalator) plus return mileage for onsite work

City shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Annual Fees are nonrefundable.

City acknowledges that the Annual Fees referenced herein covers only Hardware and Software purchased pursuant to its initial Purchase Order(s) or other purchasing documents. In the event City purchases additional Hardware and Software during the Term of this Agreement to be used with the System, upon expiration of the warranty on such additional Hardware and Software, City, USDD and/or Keylite may enter into separate Service Agreements for such additional Hardware and Software, or include the annual fee for servicing such additional Hardware and Software to the Annual Fee, as the parties may mutually agree.

14. **Limited Warranty.** USDD and Keylite warrant that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. USDD does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from City's failure to follow instructions relating to the System's use. This Agreement does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Agreement does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Agreement. This Agreement does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-USDD products or products provided by Keylite; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by USDD and Keylite; (f) damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDDD or an USDD authorized installer or service provider; (g) a Product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS AGREEMENT AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS

OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

15. ALL PRODUCT AND SERVICE CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS SERVICE AGREEMENT. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF HARDWARE UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AGGREGATE PURCHASE PRICE OF THE HARDWARE PAID BY CUSTOMER TO HONEYWELL (i) GIVING RISE TO THE CLAIM OR (ii) PROCURED BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTION OR RE-PERFORMANCE OF THE DEFECTIVE SERVICES OR REFUND OF FEES PAID FOR THE SERVICES, AT USDD'S SOLE ELECTION, IF CITY NOTIFIES USDD IN WRITING OF DEFECTIVE SERVICES WITHIN NINETY (90) DAYS OF THE DEFECTIVE SERVICES. CITY SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any hardware under this Service Agreement or make a product exchange without risk to or loss of the programs or data stored thereon.

16. **Force Majeure**. Neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission or failure arises from any cause beyond its control including acts of nature, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the date of this Agreement, fire communication line failures, power failures, earthquakes or other disasters. The party unable to fulfill its obligations due to Force Majeure will immediately:

a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and

b. Use all responsible endeavors to avoid or remove the cause and perform its obligations.

17. **Headings and Usage**. The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

18. Waiver. No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

19. Governing Law; Venue; and Parties in Interest. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and will bind and inure to the benefit of the successors and assigns of the parties. Venue for an lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

20. **Execution in Counterparts**. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any party executes this Agreement.

21. **Entire Agreement**. This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the parties.

22. **Joint Effort**. This Agreement has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this Agreement or any term thereof.

23. **Savings Clause**. In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provisions, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be remain in full force and effect.

24. Scrutinized Companies

In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

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

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

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes; or

Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the CONTRACTOR, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

In the event CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, the CITY has the right to terminate this Agreement.

25. SECTION 16 E-VERIFY

CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

"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.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, CONTRACTORS, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors/subconsultants/subcontractors) assigned by CONTRACTOR to perform work pursuant to the contract with the CITY of Oakland Park. The CONTRACTOR acknowledges and agrees that registration and 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 Oakland Park; and

c) The CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

26. **Images and Testimonials**. During the term of this Service Agreement, with advance notice and approval by City USDD may take, make or obtain images, pictures, photographs, commentary, and video and audio recordings of City's System and property and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively "Images"). In addition, USDD may request City to provide testimonials, endorsements, feedback or other written or oral comments concerning City's experience with the System (collectively "Testimonials"). Prior approval is required for any usage of the City's seal.

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

a. Keep and maintain public records required by the CITY to perform the services;

b. Upon request from the CITY's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statue, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record 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; and

d. 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 transfer 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 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.

e. The failure of Contractor to comply with the provisions of set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

CITY CLERK
City of Oakland Park
1100 NE 38th Street
Oakland Park, FL 33334

28. **City Representative**. The undersigned representative of the City hereby represents and warrants that s/he has the authority to bind City and that the execution, delivery and performance by City under this Agreement will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which City is a party.

IN WITNESS OF THE FOREGOING, the parties execute this Agreement as follows:

CITY:

CITY OF OAKLAND PARK, a Florida municipality.

By_____
STEPHEN KRIVJANIK, Fire Chief

CONTRACTOR:

KEYLITE POWER & LIGHTING CORP.

By _____
TROY BAILEY, Vice President
Public Safety & Fire Station Alerting Division

Honeywell International Inc. through its US Digital Designs group.

By _____ Signed by: Susheel Tenguria 086B02EA5EF9440... 13-Jul-2026 | 6:16:15 AM MST
Susheel Tenguria, Vice President Fire Software

RESOLUTION NO. R-2025-206

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING A 1-YEAR SERVICE AGREEMENT WITH KEYLITE POWER & LIGHTING CORP. FOR ONGOING MAINTENANCE AND AS-NEEDED REPAIRS TO THE USDD PHOENIX G2 FIRE STATION ALERTING SYSTEMS LOCATED AT ALL THREE (3) OAKLAND PARK FIRE STATIONS, FOR THE TIME PERIOD OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026, PIGGYBACKING BROWARD COUNTY CONTRACT R1426611P1_2 PRICING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize a 1-year service agreement with Keylite Power & Lighting Corp. for ongoing maintenance and as-needed repairs to the USDD Phoenix G2 fire station alerting systems located at all three (3) Oakland Park fire stations, for the time period October 1, 2025, through September 30, 2026, piggybacking Broward County Contract R1426611P1_2 pricing.

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes a 1-year service agreement with Keylite Power & Lighting Corp. for ongoing maintenance and as-needed repairs to the USDD Phoenix G2 fire station alerting systems located at all three (3) Oakland Park fire stations, for the time period October 1, 2025, through September 30, 2026, piggybacking Broward County Contract R1426611P1_2 pricing.

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of November 2025.

CITY OF OAKLAND PARK, FLORIDA

MAYOR TIM LONERGAN

S. ARNST	YES
A. GORDON	YES
L. NEWBOLD	YES
F. BUDHOO	YES
T. LONERGAN	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 9

MEETING DATE: 9/9/2026

PREPARED BY:	John Preston Assistant Fire Chief Stephen Krivjanik Fire Chief	**DEPARTMENT HEAD APPROVAL:**	Fire Admin

SUBJECT: Approval to Purchase Medical Supplies from Medline Industries, Inc. Using OMNIA Partners Cooperative Purchasing Contract #2021003157

1. BACKGROUND/HISTORY

Issue Statement: The Fire Rescue Department routinely purchases pharmaceuticals and related medical supplies for patient treatment during emergency responses. To ensure continued access to essential supplies at competitive prices, the City seeks to utilize the OMNIA Partners, Public Sector cooperative purchasing agreement to procure these items directly from Medline Industries, Inc.

Recommended Action: Staff recommends the City Commission adopt a resolution authorizing the purchase of pharmaceutical and medical supplies from Medline Industries, Inc., utilizing OMNIA Partners Public Sector Contract No. 2021003157, in an amount not to exceed the funding approved in the FY 2027 Operating Budget, subject to final budget adoption and appropriation.

2. CURRENT ACTIVITY

Medline Industries, Inc. has been awarded a cooperative purchasing agreement through OMNIA Partners, Public Sector. The lead public agency for this contract is the University of California, San Diego. The initial contract was effective from November 1, 2021, through November 2, 2026, with options to renew for three (3) 1-year periods.

On January 9, 2026, the University of California, San Diego agreed to amendment # 1 to the agreement making the following change:

"Changing Section 2 (Term of Agreement) in the Purchasing Agreement is hereby deleted in its entirety and replaced with the following: “2. Term of Agreement The initial term of the Agreement will be from November 3, 2021 through January 31, 2029 (“Initial

Term")."

As an active member of OMNIA Partners, the City of Oakland Park routinely leverages cooperative purchasing agreements to obtain favorable pricing and contract terms without conducting independent solicitations. This contract allows for direct purchase of medical supplies at discounted rates established through competitive procurement.

3. FINANCIAL IMPACT

No budgetary change is requested for the remainder of FY 2026.

Sufficient funding is included in the Fire Rescue Department's FY 2027 Proposed Budget for the purchase of pharmaceutical and medical supplies from Medline Industries, Inc. Purchases will be based on operational needs and available funding. Individual purchases will remain below $25,000; however, cumulative annual expenditures may exceed $25,000 but will not exceed the amount authorized in the FY 2027 Proposed Budget, unless amended by City Commission action. Funding will become available upon the City Commission's adoption of the FY 2027 Budget in September.

4. RECOMMENDATION

Staff recommends the City Commission adopt a resolution authorizing the purchase of pharmaceutical and medical supplies from Medline Industries, Inc., utilizing OMNIA Partners Public Sector Contract No. 2021003157, in an amount not to exceed the funding approved in the FY 2027 Operating Budget, subject to final budget adoption and appropriation.

ATTACHMENTS:

Resolution
Resolution No. 2025-230
OMNIA Contract Summary
University of California Purchasing Agreement # 2021003157
OMNIA Pricing
Amendment 1 to Medline agreement

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF PHARMACEUTICAL AND MEDICAL SUPPLIES FROM MEDLINE INDUSTRIES, INC. PIGGYBACKING OMNIA PARTNERS CONTRACT #2021003157 IN AN AMOUNT NOT TO EXCEED THE FUNDING APPROVED IN THE FY 2027 OPERATING BUDGET, SUBJECT TO FINAL BUDGET ADOPTION AND APPROPRIATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the purchase of pharmaceutical and medical supplies from Medline Industries, Inc. piggybacking OMNIA Partners Contract #2021003157 in an amount not to exceed the funding approved in the FY 2027 Operating Budget, subject to final budget adoption and appropriation.

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the purchase of pharmaceutical and medical supplies from Medline Industries, Inc. piggybacking OMNIA Partners Contract #2021003157 in an amount not to exceed the funding approved in the FY 2027 Operating Budget, subject to final budget adoption and appropriation.

SECTION 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 4. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

ADOPTED by the City Commission of the City of Oakland Park, Florida this 9th day of September, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC CITY CLERK

RESOLUTION NO. R-2025-230

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF PHARMACEUTICAL AND MEDICAL SUPPLIES FROM MEDLINE INDUSTRIES, INC. PIGGYBACKING OMNIA PARTNERS CONTRACT #2021003157; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the purchase of pharmaceutical and medical supplies from Medline Industries, Inc. piggybacking OMNIA Partners Contract #2021003157.

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

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SECTION 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 4. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

ADOPTED by the City Commission of the City of Oakland Park, Florida this 3rd day of December 2025.

CITY OF OAKLAND PARK, FLORIDA

MAYOR STEVEN R. ARNST

A. GORDON	YES
L. NEWBOLD	YES
F. BUDHOO	YES
T. LONERGAN	YES
S. ARNST	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

Medline Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Medical and Surgical Supplies

University of California, CA
Contract Number: 2021003157

Initial Term: November 3, 2021 through November 2, 2026
Renewal Options: Option to renew for three (3) additional one-year periods through November 2, 2029

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Disclosure of Investment Activities in Iran, Russia and Belarus

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- RFP Opening Documents

UNIVERSITY OF CALIFORNIA

Purchasing Agreement # 2021003157

As a result of Request for Proposal # 2018AO UC San Diego Medical and Surgical Supplies, the Master Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, San Diego and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

a) The initial term of the Agreement will be from November 3rd, 2021, and through November 2nd, 2026 and is subject to earlier termination as provided below. UC may renew the Agreement for 3 successive 1 -year periods (each, a Renewal Term).

b) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days' written notice.

c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 15 days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

d) This agreement shall supersede and replace all other agreements between the Parties including UCOP-186. For the avoidance of doubt, no rebates or other fees shall be due and payable to UC by Supplier under any previous agreement following the effective date of this agreement.

3. Cooperative Purchasing:

Supplier may extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outlined in the above referenced RFP (title of RFP). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

4. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

5. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards http://www.ucop.edu/procurement-services/_files/Matrix%20for%20website.pdf for the options that will be

considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below:

Invoicing Method

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location.

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: Supplier will pay FOB Destination Prepaid.

All invoices must clearly indicate the following information:

California sales tax as a separate line item;
Shipping costs as a separate line item;
UC Purchase Order or Release Number;
Description, quantity, catalog number and manufacturer number of the item ordered;
Net cost of each item;
Any pay/earned/dynamic discount;
Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms for any other campus will be as established by each campus location.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	Daniel Quach
Phone	858-246-5779
Email	dquach@ucsd.edu
Address	Information Technology Services TPC/S 3rd Fl/152 Mail Code 0928
	Mailing Address:9500 Gilman Drive #0928 La Jolla, CA 92093-0928

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Electronic Commerce:

Name	Anne Hewett
Phone	858-534-9426
Email	ahewett@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To UC, regarding contract issues not addressed above:

Name	Andrea Orozco
Phone	858-534-5730
Email	anorozco@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

Name	Antony Esquer
Phone	858-534-1479
Email	amesquer@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To Supplier:

Name	Kevin Feighery
Phone	704-975-5477
Email	kfeighery@medline.com
Address	1 Medline PI Mundelein, IL 60060

6. Intellectual Property, Copyright and Patents

/___/x The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

/___/ x The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

/___/ x Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

/___/ x Supplier is not required to pay the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) when providing the Services.

10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (*see* Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Medline Industries, Inc.

12. Service-Specific and/or Goods-Specific Provisions

a. Pandemic response
b. Stock arrangements
c. Last Mile
d. Sustainability Incentive: To support UC's zero waste goal and to improve campus waste and diversion, Medline agrees to provide an annual sustainability incentive, in the amount of $5,000 payable to the UC Regents. This incentive will be allocated to all 10 campus sustainability programs, to support campus waste and diversion programs.

Pricing Protection

Prices quoted on this solicitation must be firm for the first twelve (12) months of the initial term of any awarded agreement(s). Price changes after the initial period, if any, shall be made on an annual basis as negotiated by both parties. Any price changes require prior written notification and must follow the process outlined in Appendix B. However, in no event shall price increase on an aggregate basis exceed three (3) percent or CPI whichever is less. Price increases for any agreement renewal periods must be supported by documented evidence of manufacturers' price increases. If the supplier's catalog or list price is reduced, the University shall benefit from a corresponding price reduction.

13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

14. Piggyback UC

Supplier agrees to extend the pricing basis, terms and conditions of the Agreement to all UC Locations. Supplier will make available to any UC Location its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC Locations. All contractual administration issues (e.g. terms and conditions, extensions, and renewals), operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual UC Locations will be addressed, administered, and resolved by each UC Location. Any delay in payment or other operational issue involving one UC Location will not adversely affect any other UC Location.

15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

a. Attachment A: UC San Diego Medical and Surgical Supplies RFP #2018AO

b. Appendix A: UC Terms and Conditions of Purchase
c. Appendix B: UC Appendix—Electronic Commerce
d. Appendix C: Federal Government Contracts Special Terms and Conditions
e. Appendix D: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
f. Appendix E: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
g. Appendix F: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other responsibility Matters (First Tier Subcontractor)
h. Appendix G: UC Appendix—Data Security
i. Appendix H: UC FEMA Appendix
j. Exhibit A: Response for National Cooperative Contract
k. Exhibit F: Federal Funds Certifications
l. Exhibit G: New Jersey Business Compliance

20. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	**MEDLINE INDUSTRIES, LP.**
Todd Adams	Chris Powers
(Signature)	(Signature)
Todd Adams	Chris Powers
(Printed Name, Title)	(Printed Name, Title)
11/10/2021	11/9/2021
November 3rd, 2021	November 3rd, 2021

University of California, San Diego

REQUEST FOR PROPOSAL

RFP Summary

RFP Number:	002109-JUL2020-MED/SURG RFP 2018AO
Title:	UC San Diego Medical and Surgical Supplies
Purpose:	The University of California, San Diego is looking to award a contract(s) to one or more medical and surgical suppliers in the following categories (but not limited to) medical consumables, surgical and examination gloves, intravenous and arterial supplies, general medical and surgical supplies, and medical apparel.
RFP Due Date:	Thursday, September 24, 2020, by 4:00 p.m. (PST/PDT)
Issued By:	University of California, San Diego
RFP Administrator:	Andrea Orozco Life Science/Equipment Professional Buyer University of California, San Diego 10280 N. Torrey Pines Rd., Ste. 415 La Jolla, California 92037 Antony Michael Esquer Procurement Supervisor - Life Science University of California, San Diego 10280 N. Torrey Pines Rd., Ste. 415 La Jolla, California 92037

Table of Contents

SECTION 1: GENERAL INFORMATION....3
1.1.0 Purpose & Objectives of the RFP 3
1.2.0 About UC San Diego 4
The University of California Terms and Conditions of Purchase, Appendices, and Exhibits, unless specific exceptions are taken and alternative language or provisions are mutually agreed upon, shall be incorporated into the purchase agreement resulting from this RFP……...7
SECTION 2: MINIMUM MANDATORY REQUIREMENTS 11
SECTION 3: PRICING 12
Supplier proposals must address all of the listed requirements in the order presented with a response acknowledging an understanding of and approach to fulfilling the requirements....12
3.1.0 Price Quotation....12
3.2.0 Price Protection 12
3.3.0 Manufacturer Price Decreases 13
3.4.0 New and Discontinued Items 13
3.5.0 Balance of Line/Comprehensive Product Offering 13
3.6.0 Federal Funds Pricing …….....13

Exhibits, Appendices, Supplements and Attachments

University of California Terms and Conditions of Purchase	Appendix A
UC Appendix – Electronic Commerce	Appendix B
Cost Proposal Worksheet	Attachment 1
Federal Government Contracts Special Terms and Conditions	Appendix C
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	Appendix D
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Appendix E
Certification Regarding Debarment, Suspension, Proposed Debarment, and Other responsibility Matters (First Tier Subcontractor)	Appendix F
Data Security	Appendix G
UC FEMA Appendix	Appendix H
OMNIA Partners Documents	
Response for National Cooperative Contract	Exhibit A
Administration Agreement Example	Exhibit B
Master Intergovernmental Cooperative Purchasing Agreement	Exhibit C
OMNIA Partners Principle Procurement Agency Certificate	Exhibit D
OMNIA Partners Contract Sales Reporting	Exhibit E
Federal Funds Certifications	Exhibit F
New Jersey Business Compliance	Exhibit G
Advertising Compliance Requirement	Exhibit H

SECTION 1: GENERAL INFORMATION

1.1.0 Purpose & Objectives of the RFP

The purpose of this Request for Proposal ("RFP") is for qualified suppliers to prepare and submit a proposal to furnish Medical and Surgical Supplies in accordance with the requirements set forth in this RFP.

The overall objective of this RFP is to award multiple qualified suppliers that will assist UC San Diego in establishing a sustainable program that provides medical and surgical supplies, exceptional customer service and cost effective processes to all University of California (UC) campuses, medical centers, and laboratories on a needed basis.

Supplier agrees to make available the services to any UC location and other public agencies upon the terms, conditions and pricing set forth in an agreement awarded in response to the supplier's proposal. OMNIA Partners will be supporting our efforts to market the outcome of the solicitation nationally.

Scope of Work (SOW)

UC San Diego currently spends over $300,000 on medical, surgical and related supplies and potential spend with the UC (10 Campus) system is $3,600,000.

The intent of this solicitation is to establish the ability to purchase a comprehensive, wide variety of Medical and Surgical solutions, supplies, and services including, but not limited to, the following categories

1. Ambulatory Products;
2. Apparel and Textiles;
3. Bath Safety;
4. Beds, Equipment and Accessories;
5. Diagnostic Equipment;
6. Dietary Supplements;
7. Surgical or Examination Gloves;
8. Housekeeping Supplies;
9. Incontinent Care;
10. Infusion/IV Supplies;
11. Laboratory Supplies;
12. Medications (Over the Counter);
13. Medical Waste Disposal Supplies;
14. Needles and Syringes;
15. Ostomy and Urology Products;
16. Personal Care Products;
17. Respiratory Care;
18. Wound Care;
19. Rental of Equipment; and
20. Associated Services such as "kitting," product management, product optimization, inventory control, inventory management, etc.

The information above serves as an estimate only to assist suppliers while preparing proposals. The figures provided are indicative of the potential business volume and complexity of the account. ***However, the University does not and cannot guarantee any specific quantities or business volume during the agreement period or any extensions thereto.***

1.2.0 About UC San Diego

UC San Diego is an academic powerhouse and economic engine, recognized as one of the top public universities. Innovation is central to who we are and what we do. Students learn that knowledge isn't just acquired in the classroom—life is their laboratory. UC San Diego is dedicated to the advancement of knowledge through excellence in education and research at the undergraduate, graduate, professional school and postdoctoral levels. The campus is committed to community engagement, public service and industry partnerships in order to advance the health and well-being of our region, state, nation and the world. Our academic community of world-renowned faculty, bright students and dedicated staff is characterized by a culture of interdisciplinary collaboration and innovation which spans the globe. To foster the best possible working and learning environment, our university strives to maintain a climate of fairness, cooperation, and professionalism, which is embodied in our campus Principles of Community. UC San Diego embraces diversity, equity, and inclusion as essential ingredients of academic excellence in higher education. UC San Diego's rich academic portfolio includes seven undergraduate colleges, five academic divisions and five graduate and professional schools. The university's award-winning scholars are experts at the forefront of their fields with an impressive track record for achieving scientific, medical and technological breakthroughs.

1.3.0 About OMNIA Partners

The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The University of California is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Exhibits A through H contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and nonprofits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the supplier, OMNIA Partners provides marketing and administrative support for the supplier that directly promotes the supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the supplier's need to respond to additional competitive solicitations. As such, the supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide supplier and respond to the OMNIA Partners documents (Exhibits A, F, and G).

While no minimum volume is guaranteed to the supplier, the estimated annual volume of Medical and Surgical Supplies purchased under the Master Agreement through OMNIA Partners is approximately $50 million. This projection is based on the current annual volumes among the University of California, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the supplier and OMNIA Partners.

1.4.0 Issuing Office and Communications Regarding the RFP

This RFP and any subsequent addenda to it is being issued by the University of California, San Diego Procurement Department. The UC San Diego Procurement Department is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP; and is the only office authorized to change, modify, clarify, etc., the specifications, terms and conditions of this RFP and any agreement(s) awarded as a result of this RFP. The University shall not be responsible for the failure of any prospective supplier to receive any subsequent addenda.

All communications, including any requests for clarification, concerning this RFP should be addressed in writing to the RFP Administrator:

Andrea Orozco
Procurement Buyer – Life Science
UC San Diego IPPS

Phone: 858-534-5730

Email: pur-anorozco@mail.ucsd.edu

Antony Esquer
Procurement Supervisor – Life Science
UC San Diego IPPS

Phone: 858-534-1479

Email: amesquer@ucsd.edu

1.5.0 RFP Dates

Suppliers interested in submitting proposals in response to this RFP should do so according to the following schedule. Should suppliers fail to adhere to the dates and times (all times Pacific Time) for performance specified below, they will be disqualified.

Anticipated Action	Anticipated Action Date
Electronic RFP Issue Date	Friday, August 21, 2020
Pre-Proposal Zoom Call (Recommended)	August 26, 2020 9:00am (PST/PDT) https://ucsd.zoom.us/j/95680665355
Deadline for Supplier Q&A via Discussion Forum	August 31, 2020 at 5:00pm (PST/PDT)
University's Response to Supplier Q&A	September 9, 2020 at 5:00pm (PST/PDT)
Deadline for RFP Response	September 24, 2020 at 4:00pm (PST/PDT)
Evaluation Timeline	September 25, 2020 to September 30, 2020
Supplier's Finalist(s) Review	September 30, 2020 to October 12, 2020
Award Announced	October 13, 2020 at 4:00pm (PST/PDT)

Non-Mandatory Pre-Proposal Conference

Pre-Proposal Conference will be held on August 26th, 2020 at 9:00am PT (https://ucsd.zoom.us/j/95680665355). Attendance at this conference is not mandatory. If a supplier is unable to attend the Pre-Proposal Conference questions may be submitted in writing through the discussion board within CalUsource. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the Request for Proposal. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the University of California at this conference. The University of California will then determine the appropriate action necessary, if any, and may issue a written addendum to the Request for Proposal. Oral statements or instructions will not constitute an addendum to this Request for Proposal.

The University reserves the right to modify the above schedule of events and make changes to other provisions in this RFP. It is the supplier's responsibility to read the entire document and any addendums, and to comply with all requirements listed herein.

1.6.0 National Program

Include a detailed response to Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how the supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

The successful supplier will be required to sign Exhibit B, OMNIA Partners Administration Agreement. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

1.7.0 Instructions for Submitting Proposals

All prospective suppliers must follow the format specified in this RFP. Submit your proposal using the CalUsource Public bid site, which is the University of California fully integrated web-based procurement solution for sourcing, contracting and spend that will be used for collaboration and efficiencies for this project. The registration for CalUsource is https://calusource.net/login/. On these pages, you'll find a variety of resources to support you in using CalUsource. For technical assistance, please contact support@gep.com. Incomplete proposals are subject to disqualification. No mailed, telephone, emailed, facsimiled, or late proposals will be considered. Unless the University is notified that the CalUsource portal is equally unavailable to all UC's qualified suppliers, the supplier's inability to enter their response into CalUSource will not be accepted as reason for a late response.

1.8.0 Proposal Format Guidelines

Submit your proposals via the CalUsource Questionnaire section. Proposals must provide a complete response to all requirements stated in the RFP and comply with the specifications and all legal requirements.

1.9.0 Proposal Evaluation and Contract Award

This solicitation, the evaluation of proposals and the award of any resulting agreement shall be made in conformance with applicable University policies and California law. The University reserves the right to withdraw this RFP provided it has not already awarded a contract to one of the suppliers or began negotiations with the apparent awardee(s). The University reserves the right to accept or reject proposals in part or in whole, without further discussion. In addition, the University may make multiple awards as a result of this solicitation. All documents submitted to UC San Diego on behalf of this RFP will become the exclusive property of the University and will not be returned. Additionally, the University of California reserves the right to conduct interviews with some or all of the suppliers at any point during the evaluation process. However, the University of California may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The University of California shall not reimburse the supplier for the costs associated with the interview process.

Any agreement(s) resulting from this RFP will be awarded to the responsive and responsible supplier(s) whose proposal, in the opinion of the University, offers the greatest benefit to the University when considering the total value, including, but not limited to, the quality of products, service, total cost, trade-ins, upgrades, available volume discounts, shipping, value added items and other miscellaneous charges.

Proposals will be evaluated by an assigned UC San Diego commodity team using a multiple-step evaluation method as outlined below:

Step 1: Proposals will be reviewed to determine if they are "administratively responsive": All required items provided, all deadlines met, all forms filled out completely, proposal formatted and submitted as required. In order

to comprehensively evaluate the proposals received, the University of California, may seek additional information or clarification from one or more of the suppliers.

Step 2: Qualitative responses will be evaluated by the University using a quality points system. The evaluators will examine each supplier's narrative response through the application of uniform criteria, evidencing its ability to meet or exceed the University's program requirements for Medical and Surgical Supplies. In addition to materials provided in the proposals, the evaluators *may* request additional information from the supplier and others which may include site visits, oral presentations, product testing, additional information or references to make their determination of quality points awarded; however, UC San Diego is under no obligation to pursue or consider any additional information not included in the original proposal.

Step 3: Financial (Pricing) Proposals will be reviewed to determine Total Cost.

Step 4: Sustainability Specifications
UC San Diego has a long history of being leaders in sustainability, including environmentally and socially responsible purchasing.
For example, in 2018, the University of California expanded its UC Sustainable Practices Policy to include environmentally preferable purchasing. Among other directives, these policies advise the UC to:

- Determine the appropriate sustainability requirements to be included in RFPs,
- Recognize and value the total cost of ownership, closed-loop systems, and contribution to LEED credits when evaluating suppliers,
- Recognize recycled content and third-party certifications, and negotiate better pricing on products with these recognized criteria where opportunities exist,
- Require suppliers to report quarterly on the UC's spend on environmentally preferable products,
- Require suppliers to document their packaging practices, verify compliance with the UC's packaging criteria, and work with its suppliers to establish end-of-life reuse, recycling, or "take-back" programs at no extra cost to the University.

In addition, the UC Sustainable Practices Policy identifies green building design and operation standards, a zero-waste by 2020 target, a climate neutrality goal by 2025, and stringent water consumption reduction goals.

Step 5: The supplier(s) may be selected as a finalist and undergo further evaluation or as an apparent awardee. These supplier(s) proposals will be reviewed to determine if they are financially responsible. Exclusive or concurrent negotiations may be conducted with responsible supplier(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Supplier(s) shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing supplier(s).

The University believes that previous experience, financial capability, expertise of personnel, and related factors are important in assessing the Supplier's potential to successfully fulfill the requirements defined in this RFP. The University of California reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any supplier submitting a proposal.

Determination of Quality Points: All criteria listed in Section 2: Minimum Mandatory Requirements must be agreed to by supplier before any further response will be evaluated. Factors that will be used to evaluate proposals may include the following; however, other pertinent factors may also be considered:

Responsive proposals will be evaluated using a Best Value method. Best Value means the most advantageous balance of price/cost, quality, service performance and other elements, as defined by the University. University evaluators will determine the proposal's value by scoring the proposals based on a uniform set of weighted evaluation criteria. Each proposal's Best Value score will be the average of all evaluators' total scores awarded for the proposal. The University will then determine each proposal's price score by the following method. The University will have determined the maximum possible price score prior to the proposal due date. The proposal with the maximum possible price score will be considered the lowest responsive proposal.

All other responsive proposals will receive a proportion of the maximum possible price score equal to the quotient of the lowest proposal's cost divided by that proposal's cost. Each proposal's price score will be added to that proposal's quality point score to get that proposal's total score. The proposal with the highest total score will be considered the "Best Value". The proposal with the next highest total score will be considered the second-best value, and so on. The University will then determine if the Supplier submitting the best value proposal is responsible. The apparent RFP winner will be the responsible supplier submitting the best value proposal.

Example:

Sample Price/Cost Normalization	**Total Price/Cost Points Available -500**
Supplier #1: Low supplier at $50,000 receives maximum points	500
Supplier #2: Next lowest supplier at $55,000 receives 90.9% of max points	455
Supplier #3: Highest supplier at $60,000 receives 83.3% of max points	417

1.10.0 Proposal Preparation Costs

All costs incurred in the preparation and submission of proposals and related documentation, including supplier presentations to UC San Diego, will be borne by the supplier.

1.11.0 Errors and Omissions

If the supplier discovers any discrepancy, error or omission in this RFP or any of its Attachments, Appendices, Exhibits or Addenda; UC San Diego should be notified immediately and a written clarification/notification will be issued to all suppliers who have been furnished a copy of this RFP for proposal purposes. No supplier will be entitled to additional compensation for any error or discrepancy that appears in the RFP where UC San Diego was not notified and a response provided.

1.12.0 Proposal Acceptance Period

All proposals shall remain available for University acceptance for a minimum of 120 days following the RFP closing date.

1.13.0 Initial Contract Term and Optional Renewal Term(s)

The anticipated term of any agreement issued as a result of this RFP will be for an initial period of five (5) years. The University may, at its option, exercise three (3) additional one-year extensions for a total of eight (8) years on the same terms and conditions.

1.14.0 Disclosure of Records and Confidentiality of Information

This RFP, together with copies of all documents pertaining to any award or agreement, if issued, shall be kept for the period required by law and made part of a file or record, which shall be open to public inspection. If the supplier's response contains any trade secrets or proprietary information that should not be disclosed to the public or used by University for any purpose other than evaluation of the response, the top of each sheet of such information must be marked with the following legend: "CONFIDENTIAL INFORMATION".

All information submitted as part of a response after an award has been made, must be open to public inspection (except items marked as "Confidential Information" and considered trade secrets under the California Public Records Act). Should a request for information be made of the University that has been designated as confidential by the supplier and on the basis of that designation, University denies the request for information; the supplier shall be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

A supplier may not distribute any announcements or news releases regarding this RFP without the prior written approval of the University.

1.15.0 Marketing References

The successful supplier shall be prohibited from making any reference to the University, in any literature, promotional material, brochures or sales presentations without the express written consent of the University of California with the exception of the approved marketing methods already approved in Lead Agency Marketing Plan.

The University of California trademarks are protected by Federal Trademark and California State laws. Any use, therefore, of any UC Trademarks is prohibited, in whole or in part, without the prior written consent of UC San Diego, as applicable.

1.16.0 Reporting Requirements

Supplier agrees to provide reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

1.17.0 Service Level Requirements

During the Term of the Agreement, and any extension(s) of the Term, Supplier will strive to provide, but not limited to, the following minimum service standards:

Normal delivery	next business day
Rush delivery	within 4 hours
Pick up returns	within 2 business days
Request for reports	within 5 business days
Order fill rate	98%
Delivery accuracy	98%
Delivery, on-time	98%
Invoice/billing accuracy	98%
Customer service satisfaction	98%

1.18.0 Program Requirements

Order Packaging and Labeling. Supplier agrees that each UC order will be individually wrapped and labeled with the following information:

Purchase Order number;

Product description, quantity and catalog number of the product ordered and an open 30-character field for internal identification e.g., UC storehouse catalog numbers and/or internal customer order numbers; and

Other information, as may be requested by ordering UC Location.

Packaging slips will be attached to the outside of the package such that it can be inspected by UC at the requesting department and/or receiving dock.

Receiving Locations. Supplier agrees to provide desktop and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC.

Standard Delivery Requirements. Supplier will deliver Monday through Friday, excluding UC- and supplier-observed holidays. Supplier provides UC with a schedule on or before September 1 of the following calendar year showing holidays and other planned shutdowns (such as the annual inventory) that would impact the

supplier's ability to deliver the Goods and/or Services. Supplier agrees to deliver all UC orders received by 3:30pm Pacific Time the next business day as follows:

Campus direct (desktop delivery)	- by 3:30 pm Pacific Time
Storehouse (drop ship delivery)	- by 10:00 am Pacific Time

Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering location, as well as its cause, within two (2) hours after supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

Rush Delivery Requirements. Supplier agrees to deliver UC emergency orders within four (4) hours after receipt of order at no additional charge to UC. Rush delivery orders for same day delivery must be requested by UC prior to 1:00 pm Pacific Time. Supplier cannot guarantee, but agrees to use good faith efforts, to provide same day delivery for rush orders UC places after 1:00 pm Pacific Time.

Returns. Supplier agrees to accept Goods returned by UC if in resalable condition and if made within thirty (30) days of original shipment. Supplier must pick up returns from the ordering department location within two business days. Items under $20.00 do not need to be physically returned to the Supplier.

Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be credited at cost. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Out of Stock Items. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back-order file and will be delivered to UC when the item is in stock without a further order being submitted.

Surveys. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. UC will approve the content and be responsible for the tabulation of these surveys.

No Minimum Order. There shall be no minimum order requirement.

No Substitutions. No substitutions of alternate items for products ordered will be permitted except with the express approval from authorized UC San Diego personnel. The supplier may not substitute or exchange a different brand or generic product or package size without written authorization.

1.19.0 Changes to the Services

UC may change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to the supplier describing the changes in appropriate detail. If an Amendment does not require the supplier to incur any additional material costs or expenses, then the supplier will make the modification within ten (10) business days of supplier's receipt of UC's Amendment. If an Amendment does require that supplier incur additional material costs or expenses, then supplier will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of supplier's receipt of UC's Amendment. UC will notify supplier in writing within ten (10) business days after receipt of supplier's response to the Amendment as to whether UC wishes supplier to implement the Amendment based on the response. UC will compensate supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and supplier's response to the Amendment, if any. supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

1.20.0 Right to Cancel/Modify

The University reserves the right to change any aspect of, cancel, or delay this RFP, the RFP process and/or the program outlined within this RFP at any time. Notice shall be provided in a timely manner thereafter. The University may award the contract without further discussion or may enter into negotiations with the apparent RFP winner. Should the apparent RFP winner fail to accept the award, the University may determine that the supplier has abandoned its Proposal. The University may then enter into negotiations with the responsible supplier submitting the second best value proposal. If that supplier fails to accept the award, the University may determine that that supplier has abandoned its proposal and enter into negotiations with the responsible supplier submitting the third best value proposal and so on to each successive responsible best value supplier until an award is made and accepted.

1.21.0 Right to Make No Award

The University reserves the right to reject all proposals and to make no award. Unless stated otherwise in this RFP, the University reserves the right to make multiple awards or to award items separately or in the aggregate as the interests of the University may appear.

1.22.0 Invoicing Method

UC San Diego has partnered with Transcepta Global Network for invoice automation. Participation is free and registration and connection only takes a few minutes. Transcepta accepts invoices in the following ways: email, virtual printer, cXML, and EDI. For more information on Transcepta refer to https://ipps.ucsd.edu/supplier-resources/goods-services/invoicing/transcepta.html.

1.23.0 Payment Method and Terms

As a UC San Diego supplier payment will be issued via Virtual Credit Card. Virtual Credit Card is a card-less Visa credit card product. Credit card number and credentials are emailed to your selected Accounts Receivable contact. Terms are net 10 days. Standard credit card processing fees apply. For more information on this payment method refer to https://ipps.ucsd.edu/supplier-resources/goods-services/payments/virtual-card.html.

1.24.0 Contract Form

Any contract awarded pursuant to this RFP will be in writing and incorporate the RFP requirements and specifications, as well the contents of the supplier's proposal as accepted by the University.

1.25.0 University of California Terms and Conditions of Purchase

The University of California Terms and Conditions of Purchase, Appendices, and Exhibits, unless specific exceptions are taken and alternative language or provisions are mutually agreed upon, shall be incorporated into the purchase agreement resulting from this RFP.

SECTION 2: MINIMUM MANDATORY REQUIREMENTS

Minimum Mandatory Requirements are defined as requirements essential to UC San Diego for proposal consideration. Disqualification from the RFP process may result from supplier's failure to agree and/or be in compliance with any one or more of the following requirements. Complete the form in CalUsource. Indicate acceptance by providing your initials.

- Proposals must be submitted via CalUsource in accordance with the timeline established in the Medical and Surgical Supplies RFP. No late proposals will be accepted. Any proposal received after the specified deadline for submission shall result in automatic disqualification.
- Suppliers may not collude.
- Suppliers must operate within the guidance of all federal and state labor codes.

- Proposals must not contain any provisions reserving the right to accept or reject an award or to enter into an agreement containing terms and conditions that are contrary to those in the solicitation.
- Suppliers must be able to maintain the necessary insurance (See Article 9 of the University of California Terms and Conditions of Purchase).
- Suppliers must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.
- All suppliers must attach any business classifications and certifications.

In addition to the information required above, UC San Diego may request additional information from either the Supplier or others and may utilize site visits and Supplier presentations, as reasonably required by the University to verify the Supplier's ability to successfully meet the requirements of this RFP. The University also reserves the right to obtain Dun & Bradstreet reports, or similar independent reports for further indications of the Supplier's ability.

SECTION 3: PRICING

Supplier proposals must address all the listed requirements in the order presented with a response acknowledging an understanding of and approach to fulfilling the requirements.

3.1.0 Price Quotation

UC San Diego recognizes that each supplier may not carry exactly the same manufacturer's Medical and Surgical Supplies or lines. It is important to emphasize to all prospective suppliers that the designation/reference to any manufacturers, part numbers, product or brand trade names is NOT intended to limit proposals (be restrictive) from specific manufacturers, distributors or models, rather it is meant to convey the general style, type, character and quality desired for the intended use. If the supplier does not carry a particular brand as specified in the attachments, they are encouraged to quote a substitute with technical equivalence and equal unit of measure. Suppliers must provide the following pricing data:

1. Please complete Attachment 1, based on specified UC San Diego requirements as defined in this RFP.
2. Suppliers must provide the following pricing data:
    a. Net UC San Diego price listed by item in Attachment 1. Suppliers must quote on the exact products specified on the attached Cost Proposal Spreadsheet or quote substitute Products of equivalent quality/performance/function by completing and uploading the Cost Proposal Spreadsheet. Supplier failure to comply with the requirements specified in this Paragraph may be subject to disqualification.
    b. Net UC San Diego price, specified as a percentage discount from the published list price for Medical and Surgical Supplies not included in the Cost Proposal Worksheet, but which are available in the supplier's standard catalog. Also, at a minimum, suppliers must specify proposed discounts for the categories and related subcategories listed in section 1.1.0 Purpose & Objectives of the RFP, Scope of Work.
3. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, or any other value-added services.
4. Provide all available ordering methods – online ordering, order tracking, search options, and order history.

*Net (cost less discount) is defined as "all inclusive" including the various services to be provided. There shall be no separate charges, fees, handling or other incidental costs.

3.2.0 Price Protection

Prices quoted on this solicitation must be firm for the first twelve (12) months of the initial term of any awarded agreement(s). Price changes after the initial period, if any, shall be made on an annual basis as negotiated by both parties. Any price changes require prior written notification and must follow the process outlined in Appendix B. However, in no event shall price increase on an aggregate basis exceed three (3) percent or CPI whichever is less. Price increases for any agreement renewal periods must be supported by documented evidence of manufacturers' price increases. If the supplier's catalog or list price is reduced, the University shall benefit from a corresponding price reduction.

3.3.0 Manufacturer Price Decreases

The supplier is advised that there is no mandatory use policy at UC San Diego. The supplier still must compete with other vendors for departmental orders. Therefore, it is essential that the manufacturer price decreases be passed on to the University immediately and the supplier agrees to do so. Further, the supplier will provide notice to UC San Diego of all such price changes in a timely manner. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, supplier may conduct sales promotions involving price reductions for a specified lesser period.

Supplier may offer products and pricing specific to a Participating Entity's requirements. In the event the supplier and Participating Entity agree to a pricing structure that may contain any item on the UC market basket of items pricing list with unit pricing lower than that being offered under the Contract, the UC agrees that such pricing is allowed to be offered to that Participating Entity, and is not required to be provided to the UC's or any other Participating Entity or group of Participating Entities, only if the total cost of purchase be no less than the UC contract unit price including supporting incentives and service.

3.4.0 New and Discontinued Items

UC San Diego recognizes that product additions and deletions to the selected supplier's offerings are likely to occur during the life of any resulting agreement from this RFP.

- **New Products**: Similar products will be categorized within awarded categories as defined and agreed to by UC San Diego with respect to discount structure, net price or total cost. If the supplier offers products that are substantially different from awarded categories, UC San Diego and the Seller may enter negotiations.
- **Discontinued Products**: Supplier shall notify the University sixty (60) Days in advance of any products being discontinued. Replacement of any discontinued product(s) should be offered to the University at the same price structure or better of the original product and with the expressed consent of UC San Diego.
- **Unit of Measurement Changes**: Supplier shall notify the University sixty (60) days in advance of any UOM changes.

3.5.0 Balance of Line/Comprehensive Product Offering

Each supplier awarded an item under this solicitation may offer their complete product and service offering for Medical and Surgical Supplies. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the supplier's retail price list. The pricing percentage discount offered must be entered on the Category Discount tab in the Cost Proposal Worksheet of the supplier's response. The University of California reserves the right to accept or reject any or all balance of line items offered. Each University of California campus may choose to require a supplier to restrict particular categories with their ecommerce offering. A successful supplier may or may not be awarded complete product offering/balance of line items that are awarded as an item to another vendor as part of this solicitation.

3.6.0 Federal Funds Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide supplemental alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
D. Either party may, by written notice, terminate the Agreement for other party's breach of the Agreement, in whole or in part, at any time, if the breaching party refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within thirty (30) days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof or timely pay for such supplied Goods and/or Services. In the event of Supplier's event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby, not exceeding 110% of the Goods and/or Services purchase price under this Agreement, and thirty (30) days' usage.
E. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix – GDPR will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or Purchase Order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services delivered. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Prices are FOB destination on combined scheduled shipments of one-hundred and fifty dollars and zero cents ($150.00) for Education orders (other classes of trades or subject to Vendor's standard freight terms). Seller shall bear the risk of loss or damage to the Products until the Products are delivered to the Ship To Location. Notwithstanding the foregoing, additional freight charges will be added to: (i)special orders and non-stock product, (ii) emergency overnight shipments, (iii) Products transferred to/from another distribution center (stock transfer)and(iv) stock Products where usage is in excess of 150% of communicated forecast (if applicable). Supplier shall utilize the lowest transportation rate or classification reasonably available. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at http://www.ucop.edu/central-travel-management/resources/index.html. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income taxes. UC shall be responsible for applicable sales, use, excise, value added, services, consumption and other taxes and duties associated with UC's receipt of the goods or services. UC will

provide Supplier with a copy of UC's certificate of tax exemption, if applicable. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places timely following delivery. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances and mutually agreed upon. If Supplier is unable or refuses to correct such deficiencies within 30 days UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, UC may request that Supplier remove such personnel from providing Services and that he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; and (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:

1. It complies with California and federal disability laws and regulations; and
2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;

E. General Accessibility Requirements. Supplier warrants that:
1. It will comply with California and federal disability laws and regulations;
2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.

F. Warranty of Intellectual Property. Supplier warrants that the goods and services shall not be violate any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party.

G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.

H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing.

J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

A. Intentionally Omitted.

B. Goods and/or Services Not Involving Work Made for Hire.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables and solely for their intended purpose.
2. The Deliverables must be new.

C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all third party claims, losses, expenses (including, without limitation, actual and reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent acts or omissions, or willful misconduct of Supplier, its officers, employees, agents, sub- suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

Notwithstanding anything to the contrary herein, the UC shall not be entitled to indemnification to the extent the injury or damage is caused by (i) the negligent acts or omissions of UC; (ii) use of a product or service in any manner outside the scope of the specifications or in a manner for which the product or service was not reasonably intended, or (iii) the use of any product or service not purchased from Supplier or any product or service that has been altered without Supplier's written approval. Further, Supplier will not be liable for any punitive or exemplary damages or loss, nor any lost profits, savings or business opportunity, special, consequential, incidental or indirect damages.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
   1. Each Occurrence $ 1,000,000
   2. Products/Completed Operations Aggregate $ 2,000,000
   3. Personal and Advertising Injury $ 1,000,000
   4. General Aggregate $ 2,000,000

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)

C. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence.

D.

E. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
   1. P1 - This insurance policy must have minimum limits of $500,000 each occurrence and $500,000 in the aggregate.
   2. P2 - This insurance policy must have minimum limits of $1,000,000 each occurrence and $1,000,000 in the aggregate.
   3. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of $5,000,000 each occurrence and $5,000,000 in the aggregate.
   4. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of $10,000,000 each occurrence and $10,000,000 in the aggregate.

Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html

F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is materially reduced or cancelled, Supplier will provide UC with not less than thirty (30) days' advance written notice of such material reduction or cancellation, and will promptly obtain replacement coverage that complies with this Article.

I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A and B of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates

of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without U C ' s prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
   1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
   2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
   3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
   4. FAR 52.219-8, Utilization of Small Business Concerns;
   5. FAR 52.222-17, Non-displacement of Qualified Workers;
   6. FAR 52.222-21, Prohibition of Segregated Facilities;
   7. FAR 52.222-26, Equal Opportunity;
   8. FAR 52.222-35, Equal Opportunity for Veterans;
   9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
   10. FAR 52.222-37, Employment Reports on Veterans;
   11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
   12. FAR 52.222-41, Service Contract Labor Standards;
   13. FAR 52.222-50, Combating Trafficking in Persons;
   14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
   15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
   16. FAR 52.222-54, Employment Eligibility Verification;
   17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
   18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
   19. FAR 52.224-3, Privacy Training;
   20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
   21. FAR 52.233-1, Disputes; and
   22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.

C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

1. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
2. Clean Air Act. Supplier 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. Byrd Anti-Lobbying. Supplier 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.
4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
   1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
   2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
   3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
   4. Byrd Anti-Lobbying. Supplier 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.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's reasonable satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

A. Price Decreases Supplier shall timely notify UC as soon as reasonably possible of, and incorporate any price decreases including from manufacturers for distributed products within 30 days. .

B. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.

C. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently both parties confirming such changes in writing If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.

D. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.

E. Export Control. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

A. An investment worth $2,000 or more in Supplier or its affiliate;
B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
C. Receipt during the past 12 months of $500 in income or $440 in gifts from Supplier or its affiliate; or
D. A personal financial benefit from the Agreement in the amount of $250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable

for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.

C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
   1. Personally identifiable information,
   2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. §160.103),
   3. Medical information as defined by California Civil Code §56.05,
   4. Cardholder data,
   5. Student records, or
   6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
      a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq*.);
      b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§6801(b) and 6805(b)(2));
      c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
      d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 *et seq*.);
      e. The Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq*), and
      f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.

D. Supplier Confidential Information. UC may receive, or have access to, Supplier's information and materials that are confidential and proprietary or should reasonably be considered confidential based on the subject matter or circumstances of disclosure. UC shall not, and shall ensure that its agents, employees, officers and directors shall not, directly or indirectly disclose to anyone, except pursuant to an order of a court of competent jurisdiction, or use or otherwise exploit for its own benefit, or for the benefit of anyone other than Supplier, of any Confidential Information, which may include trade secrets, vendor or customer information, marketing or product development plans, business plans, projections, financial information, pricing and cost information, business strategies, the terms or existence of this Agreement, or any other competitive sensitive or proprietary information which is not generally known in the industry, whether or not in written or tangible form. Notwithstanding the foregoing, Supplier Confidential Information must be identified and disclosed pursuant to Article 20, Section C in order to be considered Supplier Confidential Information, and the parties expressly agree that all non-public product and pricing information is considered Supplier Confidential Information.

E. Required Disclosures of Confidential Information. If either party, as a "Recipient" of confidential information, is required by a court of competent jurisdiction or an administrative body to disclose the other party's confidential information as the "Discloser" of Confidential Information, , the Recipient will notify the Discloser in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless the Recipient prohibited by law from doing so), to give the Discloser an opportunity to oppose or otherwise respond to such disclosure. To the extent the Recipient still required to disclose Institutional Information, Recipient will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.

F. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC. Notwithstanding the foregoing, Supplier may use offshore resources outside of the United States which perform certain back office and administrative functions, including afterhours IT support

G. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.

Acknowledgement. Each party acknowledges that remedies at law would be inadequate to protect the discloser of Confidential Information ("Discloser") against any actual or threatened breach of this Section by the recipient of Confidential Information ("Recipient"), and, without prejudice to any other rights and remedies otherwise available to Discloser, Recipient agrees to the granting of injunctive relief in Discloser's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit http://www.ucop.edu/uc-whistleblower/ for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (https://policy.ucop.edu/doc/3100155) and the University of California Sustainable Procurement Guidelines:
(https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf).
In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
    1. Uses bulk packaging;
    2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
    3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
    4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
    5. Uses locally recyclable or certified compostable material.
D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
    1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
    2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
    3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.

B. If Supplier is not an Applicable Large Employer (as defined above):
   1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
   2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - Intentionally Omitted.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC

Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of $100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) in compliance with UC's required verification standards and procedures (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which $100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or (iii) intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that any Good or Medical Device is compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – EXTRAORDINARY CIRCUMSTANCES

The following provision applies for the duration of any Extraordinary Circumstance that may occur during the term of this Agreement and overrides any other conflicting provisions of this Agreement. For purposes of this provision, "Extraordinary Circumstance" means any of the following events if it causes an increase in the cost of supply of a product under this Agreement, or delays or results in a reduction in volumes of a product, and such increase in cost, delay or reduction in volumes is outside of the reasonable control of Medline, which includes: (a) acts of God; (b) flood, fire, earthquake, hurricane, tornado, volcanic eruption, tsunami, landslide, explosion, epidemic, or pandemic, including a pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) quarantine, embargo, tariff, blockade, or any other action or order by a governmental authority, including change or proposed change of laws or regulations, or declaration of a state of emergency; (e) strikes, labor stoppages or slowdowns, or other industrial disturbances; (f) disruption in the supply of adequate power, fuel, materials, components, or communications or transportation facilities, or other commercial impracticability (e.g., because performance is medically inadvisable for those persons involved); or (g) global shortages in product supply caused by (a)-(f) above or other occurrences. If an Extraordinary Circumstance occurs, then Supplier may, at its option and with written notice to UC, take any or all of the following actions:

A. Increase the pricing for the product(s) impacted by the Extraordinary Circumstance for all orders that are received or to be fulfilled during the period of the Extraordinary Circumstance to account for increased costs incurred by Supplier attributable to the Extraordinary Circumstance. After receipt of Supplier's notice of the applicable price increase, UC will have five (5) business days to terminate any pending orders for the products that are the subject of Medline's notice.

B. Allocate available quantities of the product(s) impacted by the Extraordinary Circumstance among Supplier's customers, which may involve reducing the size of CUC's pending orders.

C. Adjust delivery arrangements and timelines for pending orders for product(s) impacted by the Extraordinary Circumstance to the extent necessary as determined by Supplier acting reasonably.

D. Reject pending or new orders for the product(s) impacted by the Extraordinary Circumstance

E. The delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, UC shall have the option of terminating this Agreement upon written notice to Supplier.

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent, which will not be unreasonably withheld. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the

Agreement. This prohibition of assignment and delegation extends to all assignments and delegations that lawfully may be prohibited by Agreement; provided, however, Supplier may assign its rights, interest, and obligations hereunder to (a) any successor to Supplier or any acquirer of a material portion of the business or assets of Supplier or (b) one or more entities directly or indirectly controlling, controlled by, or under common control with Medline..

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:

A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
C. Changes in the status of the parties;
D. Changes in flow down terms from external parties; and
E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services provided by the Supplier, and such investigation or proceeding is due to Supplier's breach of this Agreement.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX-GDPR.

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; and security services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:

(a) upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) and at Supplier's expense; and

(b) ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.

UNIVERSITY OF CALIFORNIA

Appendix B – Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-out Catalog means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE

(a) e-Procurement System Responsibilities.
Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

(b) Maintenance of Hosted and Punch-out Catalogs.
Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(c) License.
Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(d) Accessibility Requirements.
Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

SECTION 5 – USER SUPPORT

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-

licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

(i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

(ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's

concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion and with Medline approval Supplier is allowed to implement both hosted and/or Punchout catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than four catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: quarterly
- Price Changes: annually on Medline Brand with the exception of extraordinary circumstances upon UC's approval.

- Allowable level of price change ($/%) will be in accordance with the terms of this agreement.
- If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must submit the catalog price file 20 working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

- Number of catalog/price file versions to be supported for this agreement: 1
- Categories allowed within Catalog:
  1. Ambulatory Products;
  2. Apparel and Textiles;
  3. Bath Safety;
  4. Beds, Equipment and Accessories;
  5. Diagnostic Equipment;
  6. Dietary Supplements;
  7. Surgical or Examination Gloves;
  8. Housekeeping Supplies;
  9. Incontinent Care;
  10. Infusion/IV Supplies;
  11. Laboratory Supplies;
  12. Medications (Over the Counter);
  13. Medical Waste Disposal Supplies;
  14. Needles and Syringes;
  15. Ostomy and Urology Products;
  16. Personal Care Products;
  17. Respiratory Care;
  18. Wound Care;
  19. Rental of Equipment; and
  20. Associated Services such as “kitting,” product management, product optimization, inventory control, inventory management, etc.

UNIVERSITY OF CALIFORNIA

Appendix C
Federal Government Contracts Special Terms and Conditions
(Non-Commercial Items or Services)

As applicable, this paragraph and the clauses identified below from the Federal Acquisition Regulations ("FAR"), the Department of Defense ("DOD") FAR Supplement ("DFARS"), and the National Aeronautics and Space Administration ("NASA") FAR Supplement ("NFS") are incorporated herein by reference to the subcontract ("Subcontract") or purchase contract ("Order") to which this Appendix is attached. The date of the prime award determines the date of the clauses that are applicable. For purposes of this Subcontract/Order in the following clauses, the term "contract" shall mean "this Subcontract/Order"; the term "Contractor" shall mean "Subcontractor/"Seller"; and the terms "Government" and "Contracting Officer" shall mean "University" (except with respect to FAR clauses 52.215-2, 52.227-2, 52.227-11, and 52.227-14, DFARS clauses 252.227-7013 and 252.227-7037, and NFS clauses 1852.227-14 and 1852.227-70, in which cases "Government" means "United States Government").

THE FOLLOWING PROVISIONS OF THE FAR APPLY REGARDLESS OF THE AMOUNT OF THIS SUBCONTRACT/ORDER:

FAR 203-3 Gratuities (Applies to Subcontracts/Orders under prime contracts with executive agencies. The coverage regarding exemplary damages applies only to Subcontracts/Orders under DOD prime contracts).

FAR 52.203-5 Covenant against Contingent Fees.

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government.

FAR 52.203-7 Anti-Kickback Procedures (Excluding subparagraph (c)(1) of the clause).

FAR 203-10 Price or Fee Adjustment for Illegal or Improper Activity.

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions.

FAR 52.203-14 Display of Hotline Poster(s) (Applies to this Subcontract/Order if performance is within the U.S. and its outlying areas).

FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

FAR 52.204-2 Security Requirements (Applies if this Subcontract/Order involves access to classified information, unless the conditions in FAR 4.404(d) apply).

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Applies if Subcontractor/Seller will have routine physical access to a federally-controlled facility or information system).

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.

FAR 52.211-5 Material Requirements (Applies to Subcontracts/Orders for supplies).

FAR 52.211-15 Defense Priority and Allocation Requirements (Applies to Subcontracts/Orders when the prime contract is a rated order).

FAR 52.215-2 Audit and Records --Negotiation (Applies to negotiated cost-reimbursement, incentive, time and materials, labor hours, or price determination Subcontracts/Orders or when Subcontractor/Seller is required to furnish certified cost or pricing data, or cost, funding or performance reports).

FAR 52.216-7 Allowable Cost and Payment (Applies to cost-reimbursement or time and materials Subcontract/Orders. For time and materials Subcontract/Orders, applies to the material portion of the work).

FAR 52.216-8 Fixed-Fee (Applies to cost plus fixed-fee Subcontracts/Orders, excluding construction).

FAR 52.216-10 Incentive Fee (Applies to cost plus incentive fee Subcontracts/Orders).

FAR 52.216-11 Cost Contract – No Fee (Applies to cost – no fee Subcontracts/Orders, excluding cost sharing Subcontracts/Orders).

FAR 52.216-12 Cost Sharing Contract – No Fee (Applies to cost sharing – no fee Subcontracts/Orders).

FAR 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (Applies if this

Subcontract/Order requires or involves the employment of laborers and mechanics, unless any of the exceptions in FAR 22.305 apply).

FAR 52.222-21 Prohibition of Segregated Facilities.

FAR 52.222-22 Previous Contracts and Compliance Reports.

FAR 52.222-37 Employment Reports on Veterans.

FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Applies if this Subcontract/Order involves hazardous material).

FAR 52.223-5 Pollution Prevention and Right-to-Know Information (Applies to Subcontracts/Orders where work is performed at a federal government facility).

FAR 52.223-6 Drug-Free Workplace (Applies to Subcontracts/Orders that are performed within the U.S. and its outlying areas).

FAR 52.223-7 Notice of Radioactive Materials (Applies to Subcontracts/Orders for supplies which are or contain covered radioactive material).

FAR 52.223-10 Waste Reduction Program (Applies to Subcontracts/Orders that require operation of a government facility or support services on a government facility).

FAR 52.223-11 Ozone-Depleting Substances (Applies if the work under this Subcontract/Order was manufactured with or contains ozone-depleting substances and was performed within the U.S. and its outlying areas).

FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving.

FAR 52.224-1 Privacy Act Notification (Applies if this Subcontract/Order requires the design, development or operation of a system of records on individuals required to accomplish an agency function).

FAR 52.224-2 Privacy Act (Applies if this Subcontract/Order requires the design, development or operation of a system of records on individuals required to accomplish an agency function).

FAR 52.225-1 Buy America Act – Supplies (Applies if the work under this Subcontract/Order contains other than domestic components and exceeds the micro-purchase threshold but does not exceed $25,000).

FAR 52.225-8 Duty-Free Entry (Applies to Subcontracts/Orders for supplies that will be imported into the Customs Territory of the U.S.).

FAR 52.225-13 Restrictions on Certain Foreign Purchases.

FAR 52.227-9 Refund of Royalties (Applies to negotiated fixed-price Subcontracts/Orders when royalties may be paid).

FAR 52.227-10 Filing of Patent Applications – Classified Subject Matter (Applies if the work under this Subcontract/Order or any patent application may cover classified subject matter).

FAR 52.227-11 Patent Rights - Ownership by the Contractor (Applies to Subcontractors/Sellers who are classified as small business concerns or domestic non-profit organizations and if this Subcontract/Order is for experimental, development or research work).

FAR 52.227-13 Patent Rights - Ownership by the Government (Applies if Subcontractor/Seller is not located in U.S. or agency head makes "exceptional circumstances" determination).

FAR 52.227-14 Rights in Data - General (With Alternate IV if Subcontractor/Seller is an educational institution. Does not apply to Subcontracts/Orders under DOD prime contracts if DFARS 252.227-7013 applies).

FAR 52.229-3 Federal, State and Local Taxes (Applies to fixed-price Subcontracts/Orders that are performed within the U.S. and its outlying areas, unless the conditions in FAR 29.401-3(b) apply).

FAR 52.232-1 Payments (Applies to fixed-price Subcontracts/Orders for supplies or services).

FAR 52.232-7 Payments under Time and Materials and Labor Hour Contracts (Applies to time and materials and labor hour Subcontracts/Orders).

FAR 52.232-20 Limitation of Cost (Applies if this is a fully funded cost-reimbursement Subcontract/Order).

FAR 52.232-22 Limitation of Funds (Applies if this is an incrementally funded cost-reimbursement Subcontract/Order).

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Applies if Subcontractor/Seller is a small business concern and the clause is contained in the prime contract).

FAR 52.237-2 Protection of Government Buildings, Equipment and Vegetation (Applies to this

Subcontract/Order if work is performed on a government installation, excluding construction).

FAR 52.242-15 Stop-Work Order (Applies to Subcontracts/Orders for supplies, services, research and development).

FAR 52.245-1 Government Property (Applies to Subcontracts/Orders that meet the requirements of FAR 45.107(a)).

FAR 52.247-63 Preference for U.S.–Flag Air Carriers (Applies if this Subcontract/Order involves international air transportation).

FAR 52.247-67 Submission of Transportation Documents for Audit (Applies to cost-reimbursement Subcontract/Orders where transportation will be reimbursed as a direct charge).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS $25,000:

FAR 52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act (Applies to Subcontracts/Orders for supplies or services involving the furnishing of supplies, excluding information technology supplies, for use within the U.S. that exceed $25,000 but do not exceed $191,000).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS $30,000:

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Applies to first-tier Subcontractors/Sellers that meet the thresholds specified in subparagraphs (d)(3) and (g)(2) of the clause).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS THE SIMPLIFIED ACQUISITION THRESHOLD, CURRENTLY $150,000:

FAR 52.203-16 Preventing Personal Conflicts of Interest (Applies to Subcontracts/Orders that require services that involve performance of acquisition functions closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department).

FAR 52.209-5 Certification Regarding Responsibility Matters.

FAR 52.215-14 Integrity of Unit Prices.

FAR 52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort (Applies if FAR 52.215-23 or 52.215-23 Alternate I apply to this Subcontract/Order).

FAR 52.215-23 Limitation on Pass-Through Charges (Applies if this is a cost-reimbursement Subcontract/Order in excess of the simplified acquisition threshold. If this is a Subcontract/Order under a DOD prime contract, then this clause applies to cost-reimbursement and fixed-price Subcontracts/Orders that exceed $750,000, except those types listed in FAR 15.408(n)(2)(i)(B)(2)).

FAR 52.222-2 Payment for Overtime Premiums (Applies to cost-reimbursement Subcontracts/Orders, unless the conditions in FAR 22.103-5(b) apply).

FAR 52.222-17 Nondisplacement of Qualified Workers (Applies to Subcontracts/Orders when services are to be performed: (1) under service prime contracts; (2) that succeed Subcontracts/Orders for performance of the same or similar work at the same location; and (3) that are not exempted by FAR 22.1203-2 or waived in accordance with FAR 22.1203-3).

FAR 52.222-40 Notification of Employee Rights under the National Labor Relations Act (Applies to Subcontracts/Orders that are preformed within the U.S. and its outlying areas, unless exempted by the Secretary of Labor).

FAR 52.227-1 Authorization and Consent (Applies to this Subcontract/Order only if the prime contract contains this clause).

FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Applies to this Subcontract/Order if FAR 52.227-1 applies).

FAR 52.227-3 Patent Indemnity, Alternate I (Applies to Subcontracts/Orders for noncommercial items when delivery of commercial items may occur).

FAR 52.242-13 Bankruptcy.

FAR 52.244-5 Competition in Subcontracting (Applies to Subcontracts/Orders, unless the conditions at FAR 44.204(c) apply).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS $191,000:

FAR 52.225-5 Trade Agreements (Applies to Subcontracts/Orders for supplies or services involving the furnishing of supplies, excluding information technology supplies, for use within the U.S. that are

subject to the WTO GPA or are exempt from the Buy American Act).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS $700,000:

FAR 52.219-9 Small Business Subcontracting Plan (Applies to Subcontracts/Orders that involve subcontracting possibilities and when FAR 52.219-9 applies. Does not apply to small business concerns).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS $750,000:

FAR 52.214-26 Audit and Records – Sealed Bidding (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and when the Subcontract/Order was awarded as a result of sealed bidding).

FAR 52.214-27 Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and when the Subcontract/Order was awarded as a result of sealed bidding).

FAR 52.214-28 Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and when the Subcontract/Order was awarded as a result of sealed bidding).

FAR 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and for negotiated Subcontracts/Orders).

FAR 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and for negotiated Subcontracts/Orders).

FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (Applies to this Subcontract/Order if FAR 52.215-10 applies).

FAR 52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (Applies to this Subcontract/Order if FAR 52.215-11 applies).

FAR 52.215-15 Pension Adjustments and Asset Reversions (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or when any pre-award or post-award cost determinations will be subject to FAR Part 31).

FAR 52.215-16 Facilities Capital Cost of Money (Applies if this Subcontract/Order is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor/Seller proposed facilities capital cost of money in its offer).

FAR 52.215-17 Waiver of Facilities Capital Cost of Money (Applies if this Subcontract/Order is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor/Seller did not propose facilities capital cost of money in its offer).

FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or when any pre-award or post-award cost determinations will be subject to FAR Part 31).

FAR 52.215-19 Notification of Ownership Changes (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or when any pre-award or post-award cost determinations will be subject to FAR Part 31).

FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or other than certified cost or pricing data).

FAR 52.215-21 Requirements for Certified Cost or Pricing Data or Data Other Than Certified Cost or Pricing Data – Modifications (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or other than certified cost or pricing data).

FAR 52.230-2 Cost Accounting Standards (Applies to Subcontracts/Orders covered by the Cost Accounting Standards, unless exempt).

FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Applies to Subcontracts/Orders covered by the Cost Accounting Standards, unless exempt).

FAR 52.230-5 Cost Accounting Standards -- Educational Institution (Applies to Subcontracts/Orders with educational institutions covered by the Cost Accounting Standards, unless exempt).

FAR 52.230-6 Administration of Cost Accounting Standards (Applies to this Subcontract/Order if FAR 52.230-2, 52.230-3, 52.230-4 or 52.230-5 applies).

THE FOLLOWING PROVISIONS OF THE DFARS APPLY ONLY TO SUBCONTRACTS/ORDERS FUNDED BY THE DOD:

DFARS 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Applies to first-tier Subcontracts/Orders that exceed the simplified acquisition threshold, currently $150,000).

DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights.

DFARS 252.203-7003 Agency Office of the Inspector General (Applies when FAR 52.203-13 applies to this Subcontract/Order).

DFARS 252.203-7004 Display of Hotline Posters (Applies to Subcontracts/Orders that exceed $5,500,000 and will be performed within the U.S. Applies in lieu of FAR 52.203-14).

DFARS 252.204-7000 Disclosure of Information (Applies to Subcontracts/Orders when the Subcontractor/Seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public).

DFARS 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls.

DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.

DFARS 252.204-7015 Disclosure of Information to Litigation Support Contractors.

DFARS 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (Applies if this Subcontract/Order exceeds $150,000).

DFARS 252.211-7003 Item Unique Identification and Valuation (Applies if this Subcontract/Order requires the work to contain unique item identification).

DFARS 252.211-7007 Reporting of Government-Furnished Property (Applies to Subcontracts/Orders when FAR 52.245-1 is contained in the prime contract and Subcontractor/Seller is in possession of Government Property).

DFARS 252.215-7000 Pricing Adjustments (Applies if FAR 52.215-12 or 52.215-13 applies to this Subcontract/Order).

DFARS 252.219-7003 Small Business Subcontracting Plan (DOD Contracts) (Applies if FAR 52.219-9 applies to this Subcontract/Order and if this Subcontract/Order exceeds $700,000).

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (Applies to Subcontracts/Orders that exceed $700,000 that offer subcontracting possibilities when FAR 52.219-9 and DFARS 252.219-7003 do not apply).

DFARS 252.222-7000 Restrictions on Employment of Personnel.

DFARS 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (Applies to Subcontracts/Orders that exceed $1,000,000).

DFARS 252.223-7001 Hazard Warning Labels (Applies if this Subcontract/Order requires the delivery of hazardous materials and the furnishing of hazardous materials data sheets).

DFARS 252.223-7006 Prohibition on Storage, Treatment and Disposal of Toxic or Hazardous Materials (Applies if this Subcontract/Order requires, may require, or permits access to a DOD installation).

DFARS 252.225-7001 Buy American and Balance of Payments Program (Applies if the work under this Subcontract/Order contains other than domestic components).

DFARS 252.225-7002 Qualifying Country Sources as Subcontractors (Applies to this Subcontract/Order if DFARS 252.225-7001, 252.225-7021 or 252.225-7036 applies).

DFARS 252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission after Award (Applies if this Subcontract/Order exceeds $700,000 and is performed outside the U.S.).

DFARS 252.225-7013 Duty-Free Entry (Applies in lieu of FAR 52-225-8).

DFARS 252.225-7021 Trade Agreements (Applies if the work under this Subcontract/Order contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5).

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments.

DFARS 252.225-7031 Secondary Arab Boycott of Israel (Does not apply if FAR 52.204-7 applies).

DFARS 252.225-7033 Waiver of United Kingdom Levies (Applies if this Subcontract/Order is with a United Kingdom entity and exceeds $1,000,000).

DFARS 252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program.

DFARS 252.225-7043 Antiterrorism/Force Protection for Defense Contractors outside the U.S. (Applies to Subcontracts/Orders that require performance or travel outside the U.S.).

DFARS 252.225-7048 Export-Controlled Items.

DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns (Applies to Subcontracts/Orders for services or supplies that exceed $500,000).

DFARS 252.227-7013 Rights in Technical Data - Noncommercial Items (Applies if the prime DOD contract contains this clause and only if noncommercial technical data or computer software are to be obtained under this Subcontract/Order; the same alternates or additions/deletions, if any, that are in the prime DOD contract clause also apply, suitably modified, to this Subcontract/Order. Applies in lieu of FAR 52.227-14).

DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Applies if this Subcontract/Order requires delivery of noncommercial software. Applies in lieu of FAR 52.227-14).

DFARS 252.227-7015 Technical Data--Commercial Items (Applies to Subcontracts/Orders for noncommercial items when it may also require the delivery of technical data pertaining to commercial items).

DFARS 252.227-7016 Rights in Bid or Proposal Information (Applies to this Subcontract/Order if DFARS 252.227-7013, 252.227-2014 or 252.227-2018 applies).

DFARS 252.227-7017 Identification and Assertion of Use, Release or Disclosure Restrictions (Applies to this Subcontract/Order if DFARS 252.227-7013, 252.227-7014 or 252.227-7018 applies).

DFARS 252.227-7019 Validation of Asserted Restrictions -- Computer Software (Applies if this Subcontract/Order involves delivery of computer software).

DFARS 252.227-7025 Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends (Applies to this Subcontract/Order if the government provides data marked with other contractors' restrictive legends).

DFARS 252.227-7026 Deferred Delivery of Technical Data or Computer Software (Applies to this Subcontract/Order when it is in the government's best interest to defer delivery of technical data).

DFARS 252.227-7027 Deferred Ordering of Technical Data or Computer Software (Applies to this Subcontract/Order if a firm requirement for a particular data item(s) has not been established prior to contract award but there is a potential need for the data).

DFARS 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (Applies to this Subcontract/Order if the delivery of technical data is required).

DFARS 252.227-7030 Technical Data - Withholding of Payment (Applies to this Subcontract/Order if DFARS 252.227-7013, 252.227-7014 or 252.227-7018 applies).

DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (Applies to this Subcontract/Order if DFARS 252.227-7013 applies).

DFARS 252.227-7038 Patent Rights - Ownership by the Contractor (Large Business) (Applies if: (1) Subcontractor/Seller is not a small business or non-profit organization subject to FAR 52.227-11; and (2) the Subcontract/Order is for experimental, developmental, or research work).

DFARS 252.227-7039 Patents – Reporting of Subject Inventions (Applies to this Subcontract/Order if FAR 52.227-11 applies).

DFARS 252.228-7001 Ground and Flight Risk (Applies to Subcontracts/Orders for the acquisition, development, production, modification, maintenance, repair, flight or overhaul of aircraft unless an exception listed at DFARS 228.370(b)(1) applies).

DFARS 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Applies to Subcontracts/Orders that involve the manufacture, modification, overhaul, or repair of aircraft, missiles and space launch vehicles).

DFARS 252.231-7000 Supplemental Cost Principles (Applies to Subcontracts/Orders subject to the principles and procedures described in FAR Subparts 31.1, 31.2, 31.6 or 31.7).

DFARS 252.235-7002 Animal Welfare (Applies to Subcontracts/Orders requiring research on live vertebrate animals).

DFARS 252.235-7003 Frequency Authorization (Applies if this Subcontract/Order requires developing, producing,

constructing, testing, or operating a device requiring a frequency authorization).

DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques and Services (Applies to Subcontracts/Orders which require securing telecommunications).

DFARS 252.239-7018 Supply Chain Risk (Applies if this Subcontract/Order involves the development or delivery of any information technology, whether acquired as a service or as a supply).

DFARS 252.243-7001 Pricing of Contract Modifications (Applies to fixed-price Subcontracts/Orders).

DFARS 252.246-7001 Warranty of Data (Applies to this Subcontract/Order if DFARS 252.227-7013 applies).

DFARS 252.246-7003 Notification of Potential Safety Issues (Applies if this Subcontract/Order is for: (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system).

DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Applies if this Subcontract/Order is for electronic parts or assemblies containing electronic parts).

DFARS 252.247-7023 Transportation of Supplies by Sea (Applies if this Subcontract/Order is for noncommercial items and exceeds $25,000. Applies in lieu of FAR 52.247-64 in all Subcontracts/Orders for transportation of supplies by sea.)

DFARS 252.247-7024 Notification of Transportation of Supplies by Sea (Applies to this Subcontract/Order if transportation of supplies by sea is not anticipated at contract award but later becomes necessary during contract performance).

DFARS 252.249-7002 Notification of Anticipated Contract Termination or Reduction (Applies if this Subcontract/Order exceeds $700,000 and is under a DOD prime contract for major defense systems).

THE FOLLOWING PROVISIONS OF THE NFS APPLY ONLY TO SUBCONTRACTS/ORDERS FUNDED BY NASA:

NFS 1852.203-71 Requirement to Inform Employees of Whistleblower Rights.

NFS1852.204-75 Security Classification Requirements (Applies to this Subcontract/Order if it involves access to or generation of classified information).

NFS1852.204-76 Security Requirements for Unclassified Information Technology Resources.

NFS1852.208-81 Restrictions on Printing and Duplicating (Applies to Subcontracts/Orders that require duplicating and copying in excess of the limits specified in subsection (c) of the clause).

NFS1852.209-71 Limitation on Future Contracting.

NFS1852.211-70 Packaging, Handling and Transportation (Applies to Subcontracts/Orders for components of Class I, II or III items).

NFS1852.219-75 Individual Subcontracting Reports (Applies if this Subcontract/Order includes FAR 52.219-9).

NFS1852.223-70 Safety and Health Measures and Mishap Reporting (Applies to this Subcontract/Order if any of the conditions of NFS 1823.7001(a) exist).

NFS1852.223-71 Authorization for Radio Frequency Use (Applies if this Subcontract/Order requires the development, production, test or operation of a device for which a radio frequency is required).

NFS1852.223-72 Safety and Health (Short Form) (Applies if this Subcontract/Order exceeds the micro-purchase threshold, currently $3,500, and does not contain NFS1852.223-70).

NFS1852.223-73 Safety and Health Plan (Applies to this Subcontract/Order if NFS 1852.223-70 applies).

NFS1852.223-74 Drug- and Alcohol-Free Workforce (Applies to Subcontracts/Orders exceeding $5,000,000 if work is performed by an employee of a Subcontractor/Seller in a sensitive position, or if NFS 1852.246-70 applies).

NFS1852.223-75 Major Breach of Safety or Security (Applies to Subcontracts/Orders that exceed $500,000).

NFS1852.225-70 Export Licenses.

NFS1852.227-11 Patent Rights - Ownership by the Contractor (Applies if this Subcontract/Order includes experimental, developmental, or research work and Subcontractor/Seller is a small business concern or domestic non-profit organization. This clause modifies FAR 52.227-11).

NFS1852.227-14 Rights in Data – General (Applies if the prime NASA contract contains this clause and Subcontractor/Seller is not an educational institution performing research under this Subcontract/Order. This clause modifies FAR 52.227-14).

NFS1852.227-19 Commercial Computer Software – Restricted Rights (Applies to this Subcontract/Order if the conditions at NFS 1827.409(k)(i) are met. This clause modifies FAR 52.227-19).

NFS1852.227-70 New Technology – Other Than a Small Business Firm or Nonprofit Organization (Applies if this Subcontract/Order is for experimental, developmental, or research work to be performed within the U.S. and its outlying areas by other than a small business concern or non-profit organization).

NFS1852.227-71 Requests for Waiver of Rights to Inventions (Applies to this Subcontract/Order if NFS 1852.227-70 applies).

NFS1852.227-72 Designation of New Technology Representative and Patent Representative (Applies to this Subcontract/Order if FAR 227-11 or NFS1852.227-70 applies).

NFS1852.227-85 Invention Reporting and Rights – Foreign (Applies to Subcontracts/Orders performed outside the U.S. by non-domestic contractors where the performance of research, experimental design, engineering or developmental work is contemplated).

NFS1852.227-86 Commercial Computer Software - License (Applies to the purchase of existing computer software under this Subcontract/Order in accordance with FAR 27.405(b)(2). Applies in lieu of FAR 52.227-19).

NFS 1852.227-88 Government-Furnished Computer Software and Related Technical Data.

NFS1852.228-76 Cross-Waiver of Liability for International Space Station Activities (Applies to Subcontracts/Orders that exceed the simplified acquisition threshold, currently $150,000, that involve ”Protected Space Operations” relating to the International Space Station).

NFS1852.228-78 Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station (Applies to Subcontracts/Orders that exceed the simplified acquisition threshold, currently $150,000, that involve ”Protected Space Operations” for launches and activities not related to the International Space Stations).

NFS1852.231-71 Determination of Compensation Reasonableness (Applies to cost-reimbursement or non-competitive fixed-price Subcontracts/Orders for services, not research, exceeding $750,000 and to service Subcontractors/Sellers whose aggregate Subcontracts/Orders are more than 10% of prime contract).

NFS1852.236-73 Hurricane Plan (Applies to Subcontracts/Orders for construction at sites that experience hurricanes).

NFS1852.237-70 Emergency Evacuation Procedures (Applies to Subcontracts/Orders performed on a NASA installation).

NFS1852.237-71 Pension Portability (Applies if this Subcontract/Order is for services and meets the conditions of paragraph (b) of the clause).

NFS1852.237-72 Access to Sensitive Information (Applies to Subcontracts/Orders that may involve access to sensitive information).

NFS1852.237-73 Release of Sensitive Information (Applies to Subcontracts/Orders that may involve access to sensitive information).

NFS1852.242-71 Travel Outside of the United States (Applies if this Subcontract/Order requires travel outside the U.S. that will be charged direct to the Subcontract/Order).

NFS1852.242-72 Denied Access to NASA Facilities (Applies if work under this Subcontract/Order will be performed at a NASA installation).

NFS1852.242-73 NASA Contractor Financial Management Reporting (Applies if the amount of this Subcontract/Order exceeds $750,000).

NFS1852.242-78 Emergency Medical Services and Evacuation (Applies if this Subcontract/Order requires travel outside the U.S. or to remote locations within the U.S.).

NFS1852.244-70 Geographic Participation in the Aerospace Program (Applies if the prime NASA contract exceeds $500,000 and the amount of this Subcontract/Order exceeds $100,000).

NFS1852.245-70 Contractor Requests for Government-Furnished Property (Applies to cost-reimbursement Subcontracts/Orders).

NFS1852.245-72 Liability for Government Property Furnished for Repair or Other Services (Applies to fixed-price, time and material, and labor hour

Subcontracts/Orders, except for experimental, developmental, or research work with educational or nonprofit institutions, where no profit is contemplated, for repair, modification, rehabilitation, or other servicing of government property, if such property is to be furnished to a contractor for that purpose and no other government property is to be furnished).

NFS1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors (Applies if this Subcontract/Order involves the acquisition or furnishing of property of if Subcontractor/Seller will otherwise possess NASA property).

NFS1852.245-74 Identification and Marking of Government Equipment (Applies to this Subcontract/Order if FAR 52.245-1 applies or the delivery of supplies is required).

NFS1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1 (Applies to this Subcontract/Order if accountability of government property is required).

NFS1852.245-77 List of Government Property Furnished Pursuant to FAR 52.245-2 (Applies to this Subcontract/Order if FAR 52.245-2 applies).

NFS1852.246-73 Human Space Flight Item (Applies if this Subcontract/Order is for human space flight hardware or flight related equipment).

NFS1852.247-71 Protection of the Florida Manatee (Applies if Subcontractor/Seller is involved in vessel operations, dockside work, and selected disassembly functions within the Kennedy Space Center waterways).

APPENDIX D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-- LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting his proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - -Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it

determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name Medline Industries, LP

Signature of Company Representative *Chris Powers*

Representative Name Chris Powers

Title Vice President, Government

Date 11/9/2021

APPENDIX E

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offer or, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, ---

(1) No 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 on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offer or shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Certified by:

Company Name Medline Industries, LP

Signature or Company Representative *Chris Powers*

Representative Name Chris Powers

Title Vice President, Government

Date 11/9/2021

APPENDIX F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the University if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the University may render the Offeror no responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate the contract resulting from this solicitation for default.

SIGNATURE: Chris Powers

PRINTED NAME: Chris Powers

COMPANY NAME: Medline Industries, LP

DATE: 11/9/2021

ARTICLE 1. PURPOSE AND INTRODUCTION

A. In the course of providing the Goods and/or Services contemplated by the Agreement, Supplier may gain access to the University of California's (UC) Institutional Information and/or IT Resources (both defined below). In such an event, UC and Supplier desire to appropriately protect Institutional Information and IT Resources. The purpose of this Appendix-Data Security is to specify Supplier's cybersecurity and risk management responsibilities when Supplier has access to Institutional Information and/or IT Resources.

B. Any capitalized terms used here have the meaning ascribed to such terms as set forth in the Agreement or Incorporated Documents.

C. Supplier must provide commercially acceptable cybersecurity and cyber risk management to protect Institutional Information and/or IT Resources. This must include, but is not limited to the Supplier:

1. Developing and documenting a plan that protects Institutional Information and IT Resources.
    - Supplier must responsibly execute this plan.
    - Supplier's approach must conform to a recognized cybersecurity framework designed for that purpose.[1]
    - Supplier's information security plan must be supported by a third-party review or certification. Supplier may only use an alternative to a third-party review if approved by the responsible UC Information Security Officer.
2. Conducting an accurate and thorough assessment of the potential risks to and vulnerabilities of the security of the Institutional Information and/or IT Resources. Supplier must mitigate anticipated risks effectively. This includes implementing commercially acceptable security policies, procedures, and practices that protect Institutional Information and/or IT Resources.
3. Updating its plan to effectively address new cybersecurity risks.
4. Complying with pertinent contractual and regulatory responsibilities.
5. Providing UC with evidence of compliance with Supplier's information security plan.
6. Keeping UC informed with timely updates on risks, vulnerabilities, Security Incidents, and Breaches.
7. Keeping UC informed of any measures UC must perform to ensure the security of Institutional Information and IT Resources.

[1] Examples include the latest versions of PCI DSS, NIST CSF, CIS Critical Security Controls, IS0 27002, NIST SP 800-53 and NIST SP 800-171.

D. If, in the course of providing the Goods and/or Services under the Agreement, Supplier engages in transactions with UC affiliated individuals (including but not limited to: students, staff, faculty, customers, patients, guests, volunteers, visitors, research subjects, etc.), as a benefit and result of the Agreement, Supplier must treat any data about UC affiliated individuals that Supplier creates, receives, and/or collects in the course of those transactions with the same level of privacy and security protections and standards as required of Institutional Information by this Appendix.

E. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the same terms and conditions contained in this Appendix on any sub-supplier retained by Supplier to provide or assist in providing the Goods and/or Services to UC.

F. To the extent that a requirement of this Appendix conflicts with those of any other UC Agreement or Incorporated Document, the most stringent requirement (including but not limited to: least risk to UC, shortest time, best practice, etc.) will apply.

ARTICLE 2. DEFINED TERMS

A. "Breach" means: (1) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) Unauthorized or unlawful acquisition of information that compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or (3) The acquisition, access, use, or disclosure of protected health information (PHI) or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.

B. "Illicit Code" means: (1) Any code UC would not reasonably expect to be present or operating; (2) Hidden software or functionality with adverse or undesired actions or consequences; (3) Code that replicates or transmits Institutional Information or activates operating systems or other similar services without the express knowledge and approval of UC; (4) Code that alters, damages, or erases any Institutional Information or software without the express knowledge and approval of UC; or (5) Code or apparatus that functions in any way as a: key lock, node lock, time-out, "back door," "trap door," "booby trap," "dead drop device," "data scrambling device," or other function, regardless of how it is implemented, which is intended to alter or restrict the use of or access to any Institutional Information and/or IT Resources.

C. "Institutional Information" means: Any information or data created, received, and/or collected by UC or on its behalf, including but not limited to: application logs, metadata, and data derived from such data.

D. "IT Resource" means: IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business. IT Resources include, but are not limited to: personal and mobile computing systems and devices,

mobile phones, printers, network devices, industrial control systems (including but not limited to: SCADA, PLCs, DPC, Operational Technology, etc.), access control systems, digital video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens, Internet of Things (IoT), or any other device that connects to any UC network.

E. "Major Change" means: The implementation of a change that could have an effect on the security of an IT Resource or Institutional Information. The scope includes changes to architectures, processes, tools, metrics, and documentation, as well as changes to IT services and other configuration items. These include changes related to:

1. Technology upgrades or migrations.
2. Responses to Security Incidents.
3. Modifications of scope (data elements, features, location of Institutional Information, etc.).
4. Regulatory guidance.
5. Law and legal regulations.
6. Responses to risk assessments.
7. Addressing vulnerabilities.
8. Material updates or shifts in technologies used by Supplier.

F. "Security Incident" means: (1) A material compromise of the confidentiality, integrity, or availability of Institutional Information; (2) A single event or a series of unwanted or unexpected events that has a significant probability of compromising UC business operations or threatening Institutional Information and/or IT Resources; (3) Any event involving a cyber intrusion; or (4) A material failure of Supplier's administrative, technical, or physical controls that resulted or could have resulted in an adverse impact to the confidentiality, integrity, or availability of Institutional Information or IT Resources.

ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

A. Supplier must limit its access to, use of, and disclosure of Institutional Information and IT Resources to the least invasive degree necessary required to provide the Goods and/or Services.

1. Supplier may not access or use Institutional Information and IT Resources for any purpose except to provide the Goods and/or Services.
2. For the avoidance of doubt, Supplier may not access, use, or disclose Institutional Information and IT Resources outside the scope of the Agreement for purposes of, including but not limited to: marketing, advertising, research, sale, or licensing unless expressly approved in writing by UC.

B. In the event that Goods and/or Services include the review of a specific Security Incident or a threat to or anomaly in Institutional Information or IT Resources, Supplier must limit inspection to the least invasive degree necessary required to perform the investigation.

ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES

A. Supplier acknowledges that UC must comply with information security standards as required by law, regulation, and regulatory guidance, as well as by UC's internal security program that protects Institutional Information and IT Resources.

B. Supplier must establish, maintain, comply with, and responsibly execute its information security plan.

C. Supplier's initial information security plan is attached as Exhibit 2 and incorporated by reference.

D. Updates to Exhibit 2 will occur as follows:

1. On an annual basis, Supplier will review its information security plan, update it as needed, and submit it upon written request by UC.

2. In the event of a Major Change, Supplier will review its information security plan, update it as needed, and submit it to UC as detailed herein.

E. If Supplier makes any material modifications to its information security plan that will affect the security of Institutional Information and IT Resources, Supplier must notify UC within seventy-two (72) calendar hours and identify the changes.

F. Supplier's Information Security Plan must:

1. Ensure the security (including but not limited to: confidentiality, integrity, and availability) of Institutional Information and IT Resources through the use and maintenance of appropriate administrative, technical, and physical controls;

2. Protect against any reasonably anticipated threats or hazards to Institutional Information and IT Resources;

3. Address the risks associated with Supplier having access to Institutional Information and IT Resources;

4. Comply with applicable regulations and/or external obligations listed in Exhibit 1;

5. Comply with all applicable legal and regulatory requirements for data protection, security, and privacy;

6. Clearly document the cybersecurity responsibilities of each party;

7. Follow UC records retention requirements outlined in the Statement of Work (SOW) or in UC's Terms and Conditions;

8. Prevent the sharing of passwords or authentication secrets that provide access to Institutional Information and/or IT Resources;

9. Prevent the use of passphrases (passwords) or other authentication secrets that are common across customers or multiple unrelated UC sites or units;

10. Prevent unauthorized access to Institutional Information and IT Resources;

11. Prevent unauthorized changes to IT Resources

12. Prevent the creation of new Supplier accounts to access Institutional Information and IT Resources without express written approval from UC;

13. Prevent the storing, harvesting, or passing through of UC credentials (username, password, authentication secret, or other factor); and

14. Prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request (including but not limited to: annually, after Major Changes, and/or as a result of a Security Incident), or as required by any applicable regulatory or governmental authority.

B. Supplier must respond to UC's reasonable questions related to cybersecurity controls, Security Incidents, or Major Changes, newly published vulnerabilities, and/or risk assessments within ten (10) business days.

C. UC may request a third-party attestation on an annual basis.

ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

A. Within twenty (20) business days, supplier to notify UC regarding material changes in security posture or IT infrastructure that bring Supplier out of compliance with Supplier security policy and best practices.

B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, for any vulnerability rated High or Critical.

C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

[2] Common Vulnerabilities and Exposures (CVE) is a dictionary-type list of standardized names for vulnerabilities and other information related to security exposures maintained by The MITRE Corporation. CVE aims to standardize the names for all publicly known vulnerabilities and security exposures. The goal of CVE is to make it easier to share data across separate vulnerability databases and security tools. The CVE list can be found at: cve.mitre.org

ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION

A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.

B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (https://security.ucop.edu/policies/institutional-information-disposal.html) or an alternative approved by UC.

C. Supplier will certify in writing to UC that such return and/or disposal has been completed.

D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION

A. Supplier agrees to notify UC promptly, both orally and in writing, but in no event more than seventy-two (72) calendar hours after Supplier receives correspondence or a complaint that relates to a regulation, contractual obligation, Breach, or material risk concerning Institutional Information. For purposes of this Article 8.A, a correspondence or complaint may include, but is not limited to, any communication that originates from law enforcement, regulatory or governmental agencies, government investigators, corporations, or an individual, but excludes normal customer service correspondence or inquiries.

ARTICLE 9. COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS

A. Reporting of Breach or Security Incident: If Supplier confirms a Breach and/or a Security Incident impacting Institutional Information and/or IT Resources, Supplier must promptly notify UC both orally and in writing using the contacts in the Agreement. Supplier must provide such notifications no later than (1)seventy-two (72) calendar hours after the initial confirmation of a Security Incident and/or Breach if Supplier is able to make such a confirmation. Supplier's notification must identify:

1. Contacts for both technical and management coordination;

2. Escalation and identifying information, such as ticket numbers, system identifiers, etc.;
3. The nature of the Breach and/or Security Incident;
4. The Institutional Information and/or IT Resources affected;
5. What Supplier has done or will do to mitigate any deleterious effect; and
6. What corrective action Supplier has taken or will take to prevent future Security Incidents.

B. Supplier will provide other information as reasonably requested by UC.

C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed regularly of the progress of its investigation until the incident is resolved.

D. Coordination of Breach Response or Security Incident Activities: Supplier will fully cooperate with UC's investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier's full cooperation will include, but not be limited to, Supplier:

1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;
2. Remedying the Breach and/or Security Incident as quickly as circumstances permit;
3. Promptly, but no more than seventy two (72) calendar hours after the discovery of Breach and/or Security Incident, designating a contact person to whom UC will direct inquiries and who will communicate Supplier responses to UC inquiries;
4. As rapidly as circumstances permit, assigning/using appropriate resources to remedy, investigate, and document the Breach and/or Security Incident, to restore UC service(s) as directed by UC, and undertake appropriate response activities;
5. Providing status reports to UC regarding Breach and Security Incident response activities, either on a daily basis or a frequency approved by UC;
6. Coordinating all media, law enforcement, or other Breach and/or Security Incident notifications with UC in advance of such notification(s), unless expressly prohibited by law;
7. Ensuring that knowledgeable Supplier employees are available on short notice, if needed, to participate in UC and Supplier initiated meetings and/or conference calls regarding the Breach and/or Security Incident; and
8. Ensuring that knowledgeable Supplier employees and agents participate in after-action analysis, including root cause analysis and preventive action planning.

E. Breaches and Security Incidents – Corrective And Preventive Action: As a result of a Breach and/or Security Incident impacting Institutional Information and/or IT Resources, and upon UC's request, Supplier must prepare a report detailing corrective and preventive actions. The report must include:

1. A mutually agreed upon timeline for the corrective and preventive actions based on the nature of the Breach and/or Security Incident;
2. Identification and description of the root causes; and
3. Precise steps Supplier will take to address the failures in the underlying administrative, technical, and/or physical controls to mitigate damages and future cyber risk.

F. Costs: Supplier must reimburse UC for reasonable costs related to responding to Breaches impacting Institutional Information and IT Resources caused by Supplier. This includes all costs associated with notice and/or remediation of the Breach.

G. Grounds for Termination: Any Breach may be grounds for termination of the Agreement by UC. Agreement obligations to secure, dispose, and report continue through the resolution of the Breach and/or Security Incident.

ARTICLE 10. ILLICIT CODE WARRANTY

A. Supplier represents and warrants that the Goods and/or Services do not contain Illicit Code.

B. To the extent that any Goods and/or Services have Illicit Code written into them, Supplier will be in breach of this Agreement, and no cure period will apply.

C. Supplier agrees, in order to protect UC from damages that may be intentionally or unintentionally caused by the introduction of Illicit Code, to promptly isolate or otherwise secure and then return Institutional Information and/or IT Resources.

D. Supplier acknowledges that it does not have any right to electronically hold Institutional Information or assert any claim against UC by withholding the Goods and/or Services using Illicit Code.

E. Should Supplier learn of the presence of Illicit Code, Supplier will promptly provide UC with written notice explaining the scope and associated risk.

F. Supplier represents and warrants that it will take commercially reasonable steps to promptly remove Illicit Code.

G. Supplier represents and warrants that even if Illicit Code is unintentionally installed via any method, Supplier will never utilize the Illicit Code.

H. This provision does not relate to malware or viruses that attack the running IT Resource. These are covered under ARTICLE 9 - COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS.

ARTICLE 11. BACKGROUND CHECKS

A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4[3], Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

[3] See Exhibit 1.

that the employee, sub-supplier, or agent presents a risk to Institutional Information and IT Resources.

B. Supplier must retain each employee's, sub-supplier's, or agent's background check documentation for a period of three (3) years following the termination of the Agreement.

Exhibit 1 – Institutional Information

1. Protection Level Classification[4]:

☐ Protection Level 1

☐ Protection Level 2

☐ Protection Level 3

☐ Protection Level 4

Explanation: [Optional, add detail if needed, may be covered in SOW]

The Protection Level determines the applicable cyber security insurance requirement in the Terms and Conditions.

2. Institutional Information data element descriptors:

Select all data types that apply:

A. ☐ Animal Research Data.
B. ☐ Controlled Technical Information (CTI).
C. ☐ Controlled Unclassified Information (CUI) – 800-171/NARA.
D. ☐ Defense Department: Covered Defense Information (CDI).
E. ☐ Federal Acquisition Regulations (FARS/DFAR) other than CUI.
F. ☐ GDPR personal data.
G. ☐ GDPR special data.
H. ☐ Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)
I. ☐ Health Records subject to HIPAA Privacy or Security Rule (PHI).
J. ☐ Human Subject Research Data.
    1. ☐ Identified.
    2. ☐ Anonymized.
K. ☐ Intellectual property (IP), such as patents, copyright, or trade secrets.
L. ☐ ITAR/EAR-controlled data.
M. ☐ Payment card data (PCI, PCI DSS).
N. ☐ Personally identifiable information – PII.
O. ☐ Student data, whether or not subject to FERPA.
P. ☐ Other: _____
Q. ☐ Other: _____

[4] For reference see: https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html

R. ☐ Other: _____

S. ☐ Other: _____

3. Institutional Information Regulation or Contract Requirements:

Select all regulations or external obligations that apply to inform UC and the Supplier of obligations related to this Appendix:

Privacy (* indicates data security requirements are also present)

A. ☐ California Confidentiality of Medical Information Act (CMIA) *.
B. ☐ California Consumer Privacy Act (CCPA).
C. ☐ California Information Practices Act (IPA).
D. ☐ European Union General Data Protection Regulation (GDPR)*.
E. ☐ Family Educational Rights and Privacy Act (FERPA) *.
F. ☐ Federal Policy for the Protection of Human Subjects ("Common Rule").
G. ☐ Genetic Information Nondiscrimination Act (GINA).
H. ☐ Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) *.
I. ☐ Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) *.
J. ☐ Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 Part 2).
K. ☐ The Fair and Accurate Credit Transaction Act (FACTA).
L. ☐ The Fair Credit Reporting Act (FCRA).

Data Security

M. ☐ Chemical Facility Anti-Terrorism Standards (CFATS).
N. ☐ Defense Federal Acquisition Regulations (DFARS).
O. ☐ Export Administration Regulations (EAR).
P. ☐ Federal Acquisition Regulations (FARS).
Q. ☐ Federal Information Security Modernization Act (FISMA).
R. ☐ International Traffic in Arms Regulations (ITAR).
S. ☐ Payment card data (PCI, PCI DSS).
T. ☐ Toxic Substances Control Act (TSCA).
U. ☐ Other: _____
V. ☐ Other: _____
W. ☐ Other: _____
X. ☐ Other: _____

Exhibit 2
Supplier's Initial Information Security Plan

[Supplier to provide and update per the Appendix DS requirements.]

FEMA CONTRACT ADDENDUM[1]

This Agreement and/or Purchase Order is in response to the COVID-19 pandemic, and is eligible for FEMA reimbursement under section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"). Accordingly, the following additional terms apply to this Agreement and/or Purchase Order. To the extent of any conflict between the terms set forth in this Addendum and other terms set forth in the Agreement and/or Purchase Order, the terms of this Addendum shall control.

1. Remedies. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

2. Termination for Cause or Convenience. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.

1. Clean Air Act and Federal Water Pollution Act. Supplier 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

2. Suspension and Debarment.
   a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Supplier is required to verify that none of the Supplier's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
   b. The Supplier must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
   c. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Supplier did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to UC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

[1] This addenda applies in the event UC seeks federal reimbursement from FEMA for procurements. Refer to the body of the Alert for guidance on inclusion of each term.

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

3. Byrd Anti-Lobbying Amendment. Suppliers who apply or bid for an award of $100,000 or more shall file the required certification set forth in Appendix A to 44 C.F.R. Part 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. Procurement of Recovered Materials. (i) In the performance of this contract, Supplier shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. (ii) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program. (iii) Supplier also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

5. Access to Records. The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

6. Changes. The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:
   a. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
   b. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
   c. Changes in the status of the parties;
   d. Changes in flow down terms from external parties; and

e. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

7. DHS Seal, Logo, and Flags. The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

8. Compliance with Federal Law, Regulations, and Executive Orders. Supplier acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. Supplier will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to UC, Supplier, or any other party pertaining to any matter resulting from the contract.

10. Program Fraud and False or Fraudulent Statements or Related Acts. The Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this contract.

Upon acceptance of payment and/or shipment of Goods and/or Services pursuant to this Agreement or Purchase Order, the terms of this Addendum shall be interpreted to be accepted by Supplier.]

EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

Medline agrees to respond to the RFP for UC San Diego, and extend to UC Higher Education customers. Due to previous partnerships across multiple market segments, Medline cannot support a primary go to market strategy. Medline will work with Omnia to create a marketing plan, based on customer requests, within the education market.

1.1 Requirement

The University of California, San Diego (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Medical and Surgical Supplies. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

Medline agrees to respond to the RFP with pricing for UC San Diego, and extend the pricing to UC Higher Education customers.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

Medline will reasonably cooperate with OMNIA in connection with the supply or products to UC San Diego as contemplated under this RFP. Medline will pay an administrative fee of three percent (3%) to Omnia Partners as primary GPO for UC San Diego and UC Higher Education sales.

Due to previous partnerships across multiple market segments, Medline cannot support a primary go to market strategy. Medline will work with Omnia to create a marketing plan, based on customer requests, within the education market.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $50 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

Medline agrees to respond to the RFP with pricing for UC San Diego, and extend the pricing to UC Higher Education customers. The product pricing set forth herein is specific to UC San Diego and UC Higher Education customers, and shall not be shared with any other parties or potential OMNIA customers.

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

Medline agrees to respond to the RFP with pricing for UC San Diego, and extend the pricing to UC Higher Education customers.

The product pricing set forth herein is specific to UC San Diego and UC Higher Education customers, and shall not be shared with any other parties or potential OMNIA customers.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Medline agrees to respond to the RFP with pricing for UC San Diego, and extend the pricing to UC Higher Education customers.

Medline will negotiate with USCD, in good faith, mutually agreeable terms to the Master Agreement. Medline has provided certain exceptions to the current form Master Agreement provided by USCD under this RFP.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

Medline's pricing that has been provided to UC San Diego for this proposal, and extended to UC Higher Education, is dependent on the OMNIA Partners involved and manufacturer approval of applicable Vizient contracted vendor agreements. Outside of UC Higher Education, Medline will mutually agree to contracting terms and conditions with the involved OMNIA Partners customer.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Due to previous partnerships across multiple market segments, Medline cannot support a primary go to market strategy. Medline will work with Omnia to create a marketing plan, based on customer requests, within the education market.

Medline requires additional information prior to agreeing to the above request.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

As the largest privately held manufacturer and distributor of healthcare supplies in the United States, Medline is a thriving $13.5 billion (2019 estimated) enterprise and the fastest growing Medical Surgical distributor in the country. Medline is financially sound, maintaining a Dun & Bradstreet 5A1 rating and has achieved an unprecedented record of 53 years of consecutive growth. Our continuum of care spans: acute care, higher education, research, lab, surgery centers, physician offices, long-term care, and home health/DME dealers. Medline is the only manufacturer and distributor with market presence within every Healthcare segment bringing great value to UC San Diego and OMNIA partners.

B. Total number and location of sales persons employed by Supplier.

Medline's sales team has over 1,200 direct sales reps nationwide.

C. Number and location of support centers (if applicable) and location of corporate office.

Medline currently operates over 50 distribution centers nationally, which includes Alaska, Hawaii and Puerto Rico. Medline's corporate headquarters is located at Three Lakes Drive, Northfield IL, 60093.

D. Annual sales for the three previous fiscal years.

Medline's Annual Revenue: 2017 - $10.2B, 2018 - $11.7B, 2019 - $13.8B

a. Submit FEIN and Dunn & Bradstreet report.

Medline's FEIN: 36-2596612

Medline's Dun & Bradstreet Number: 02-546-0908

E. Describe any green or environmental initiatives or policies.

Medline began its company-wide sustainability initiative nearly 15 years ago by working to conserve energy and dramatically lower greenhouse emissions within its own footprint. Medline's commitment to sustainability starts from the foundation by constructing environmentally friendly buildings to currently producing green products all while assisting our customers to become more environmentally conscious. Medline currently has two geothermal facilities, including our corporate headquarters in Northfield, IL. Additionally, all new Medline buildings throughout the world are constructed to meet LEED certification standards. As a distributor who travels more than 11 million miles a year, we recognize that we can lighten our impact on the earth most effectively through transportation initiatives. We are a E.P.A. SmartWay® Transport Carrier Partner, and have set up on-board computers in our fleet of trucks to optimize fuel efficiency, even going so far as to incentivize our drivers for higher MPGs by making it a benchmark in their bonus payout. We reduced our fuel consumption by 12.5 percent through these eco-friendly initiatives. Understanding that little actions make a big impact, Medline's "Green Team" captures and evaluates employee ideas and continually looks for more ways the company can recycle, reduce and reuse.

Additionally, Medline offers a greensmart™ line of products that must qualify under a strict internal regulatory process to be branded greensmart™. This stringent evaluation process for evaluating our environmentally-friendly requires information regarding the production and manufacturing process, as well as the product's packaging, use and disposal. Through this "life-cycle" approach we can provide our customers with environmental metrics that reflect how they are lightening their impact on the earth, such as landfill diversion, chemicals removed from the life cycle and gallons of water saved. We believe that sustainability doesn't start or end with a product. For that reason, Medline can provide consultative support to help our customers reach their sustainability goals, when applicable. The consultation is dependent on the goals and needs of the facility, as well as the alignment of their goals with Medline's capabilities, but it includes education for staff, assistance with measuring the impact of their efforts, environmental metrics on using Medline products with environmental benefits, and marketing support to help hospitals promote their successes to their community.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

At Medline, we're committed to developing relationships with small and diverse suppliers that meet the needs of our customers. Small and diverse businesses represent a cornerstone of economic development, and our goal is to strengthen that foundation by providing opportunities for high-quality, diverse businesses. Our current vendor roster includes small, minority-owned, women-owned, veteran-owned, service-disabled veteran-owned, and HUBZone

enterprises. The intent of our Vendor Diversity program is to foster the growth, sustainability and increased competitiveness of our diverse supplier base.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☒ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Medline will provide products and services without the use of subcontractors or affiliates.

I. Describe how supplier differentiates itself from its competitors.

Medline is the largest privately held national manufacturer and distributor of medical supplies and equipment in the country distributing over 550,000 individual SKUs from over 1,700 vendors; of which Medline manufacturers 150,000 of those products. As a privately held organization, Medline has the ability to take a quantitative approach to Supply Chain Management and focus on our customers' needs vs focusing on short-term balance sheet gains. Below

are a few of the many reasons UC San Diego and OMNIA Partners should feel confident selecting Medline as their long-term strategic partner:

- Medline has a flat organizational structure allowing for quick access to upper management and dedicated account teams across the continuum care to provide the resources to support our customers.
- Our OneMedline strategy allows Medline to be the only distributor that has the infrastructure and resources to provide UC San Diego and OMNIA Partners with market specific representation across the UC San Diego and OMNIA Partners continuum of care.
- Medline has 50 distribution centers that are built larger than traditional distribution centers and house 1.6-2.4 months of inventory on hand, MedTrans; Medline's owned and operated dedicated transportation fleet of over 1000 vehicles enables us to accommodate all of our customer's logistical requirements providing the highest service and fill-rates in the industry.
- Medline has committed over $1.5 billion in capital investments to our Supply Chain which include investments in ten Medical Grade DC projects comprising over 7 million ft2 (as well as new distribution centers underway in IN, MD, TN, NY, MA, KS, LA and TX with over 8 million sf in new space going live by 2021 (5M sf net addition to the network).
- Liberal stock policy of aggregated usage of ½ case per month or the product is currently stocked in Medline's DC.
- Value Added Services programs to meet our customers' clinical and supply chain needs while driving cost and operational inefficiencies out.
- Proprietary internal inventory management solution to help manage out of stock issues and support spikes in usage. External inventory management solution utilizing passive RFID technology to reduce obsolescence and expired product.
- Our online reporting tool, Medline Insight, provides our customers full data transparency regarding usage, service, and pricing/contracting and our Price Management Programs helps maintain a best in class price accuracy of 98% or better for our customers (vs. an industry average of 93%).

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Medline has litigation typical of a company of its size, none of which will have an adverse effect on the company or its ability to perform an award pursuant to this RFP.

K. Felony Conviction Notice: Indicate if the supplier

   a. is a publicly held corporation and this reporting requirement is not applicable;

   b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Medline is not owned or operated by anyone who has been convicted of a felony.

d. Describe any debarment or suspension actions taken against supplier

Medline has not had any debarment or suspension actions taken.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Medline is the largest privately held national manufacturer and distributor of medical supplies and equipment in the country distributing over 550,000 individual SKUs from over 1,700 vendors; of which Medline manufacturers 150,000 of those products. Medline currently operates over 50 distribution centers nationally, which includes Alaska, Hawaii and Puerto Rico. These distribution centers support Medline's core distribution service of both Bulk and LUM service to all classes of trade within the continuum of care.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Medline's distribution centers are capable of supplying products and services nationwide including Alaska, Hawaii, and Puerto Rico.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Upon mutual agreement Medline's pricing and contracting team will load the appropriate pricing dependent upon manufacturer approval of applicable Vizient contracted vendor agreements. The product pricing set forth herein is specific to UC San Diego and UC Higher Education customers, and shall not be shared with any other parties or potential OMNIA customers.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Medline will process and ship products via Medline's owned fleet of trucks and employed drivers (MedTrans). Depending on size of the location and freight along with proximity to distribution center, Medline could also use a FedEx or another LTL provider.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Medline currently operates over 50 distribution centers nationally with over 20 million total square feet of space.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Due to various previous partnerships across multiple market segments, Medline cannot support a primary go to market strategy. Medline will work with Omnia to create a detailed plan, based on customer request, within the public sector and education market.

Medline requires additional information prior to agreeing to the above request.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Medline requires additional information prior to agreeing to the above request.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Medline requires additional information prior to providing the above request.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing

communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Medline requires additional information regarding the terms of the logo use.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive

Medline requires additional information.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

Medline's sales team will be knowledgeable of the above aspects of a future agreement.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

   i. Executive Support
   Carrie Neault – VP, Higher Education and Research
   949-599-8504
   CNeault@medline.com
   ii. Marketing
   Stephanie Pasko- Nelson– Director of Marketing, Higher Education and Research
   847-837-2814
   SPasko@medline.com
   iii. Sales

Carrie Neault – VP, Higher Education and Research
949-599-8504
CNeault@medline.com

iv. Sales Support
Carrie Neault – VP, Higher Education and Research
949-599-8504
CNeault@medline.com

v. Financial Reporting:
Georgia Higgins – Account Receiving Supervisor
224-931-1103
GHiggins@medline.com

vi. Accounts Payable
Georgia Higgins – Account Receiving Supervisor
224-931-1103
GHiggins@medline.com

vii. Contracts
Patrick Christian – Director of Contract Sales Admin
PChristian@medline.com

Medline can provide additional information upon completion of the Master Agreement.

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Medline structures their sales force to cover all classes of trade along the continuum of care along with additional resources to supplement products and operational needs. OMNIA Partners can utilize Carrie Neault as a point of contact.

Medline currently employs over 1200 outside sales people within the United States across our continuum of care. Medline also employs 70 dedicated Education & Research sales representatives. This team is supported by a team of 12 National Accounts Executives, 30 laboratory specialists, 8 dedicated customer support members, 2 athletics specialists, and 4 Senior Vice Presidents of sales.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Medline would require additional information from OMNIA Partners.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination

of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Medline would require additional information from OMNIA Partners.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

N/A. Medline is a privately held organization.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Medline's online catalog, Medline.com, is fully integrated into our SAP ERP system to provide real time order tracking and status. Medline.com also provides the following:

- Catalog displays customer specific pricing (including visibility to contract information) and real-time stock status.
- Visibility to all orders and invoice activity for a customer.
- Delivery information for all orders, including shipment dates and carriers.
- Ability to re-print and/or e-mail pack slips.
- All invoices are available on-line for viewing, printing and e-mailing.
- Order Templates can be created to speed the re-order process.
- Medline.com supports all cXML transaction sets for catalog punch-out processes.

Medline is a certified electronic trading partner in the leading provider platforms and is a fully integrated supplier with GHX with the ability to support all EDI transactions. Medline also supports EDI direct entry through a Sterling Commerce ftp mail-slot or using an AS2 compatible solution to Medline's AS2 hub. Overall, Medline has the ability to transact with all EDI transactions which include:

- 810 – Invoice
- 832 – Price Catalog
- 850 – Purchase Order
- 855 – PO Confirmation
- 820 – Payment Remittance Advice
- 856 – Advance Ship Notice
- 997 – Functional Acknowledgement

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$ _____ in year one
$ _____in year two
$ _____ in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Contract sales are based upon UC sales and anticipated growth rate trajectory and thus cannot be not guaranteed.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Due to previous partnerships across multiple market segments, Medline cannot mandate a primary go to market strategy. Medline will work with Omnia, where applicable, to create a marketing and pricing plan based on customer requests within the education market.

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors 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 $250,000, 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 offeror agree? YES CP 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 as detailed in the terms of the contract.

Does offeror agree? YES CP 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 offeror agree to abide by the above? YES CP 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 Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (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 contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES CP Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 contractor 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES CP Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient 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 recipient 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.

Pursuant to Federal Rule (F) 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 agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES CP Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

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 offeror agree? YES CP 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 Executive Office of the President Office of Management and Budget (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. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES CP 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 offeror agree? YES CP 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 offeror agree? YES CP Initials of Authorized Representative of offeror

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 offeror agree? YES CP 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 offeror agree? YES CP Initials of Authorized Representative of offeror

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 documents, papers, or other records of offeror that are 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 offeror agree? YES CP 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 offeror agree? YES CP 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.

Offeror's Name: Medline Industries, Inc.

Address, City, State, and Zip Code:
Three Lakes Drive. Northfield, IL 60093

Phone Number: 800-633-5463 Fax Number:
847-949-2497

Printed Name and Title of Authorized Representative: Chris Powers VP of Government Sales

Email Address:
govbids@medline.com

Signature of Authorized Representative:  Date: 2/12/2021

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without

regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor 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 contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts 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.

(8) The contractor will include 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 contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the

following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor 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 workweek.

d. 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.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of

Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

6. Rights to Inventions Made Under a Contract or Agreement.

   a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

      FEMA awards under these programs do not meet the definition of "funding agreement."

   b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

   c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree 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). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

   a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

      "Clean Air Act

      (1) The contractor agrees to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients

and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

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

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

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of $100,000 or more must file the required

certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted

with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall

certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Medline Industries, Inc. **, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.**



Signature of Contractor's Authorized Official

Chris Powers, VP of Government Sales

Name and Title of Contractor's Authorized Official

2/12/2021

Date"

10. Procurement of Recovered Materials.

    a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

    b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

    c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

    d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

    "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

        (i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

    a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

    b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

    a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

    b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in

connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

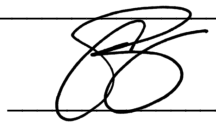
Offeror's Name:
Medline Industries, Inc.

Address, City, State, and Zip Code:
Three Lakes Drive. Northfield, IL 60093

Phone Number: 800-633-5463 Fax Number:
847-949-2497

Printed Name and Title of Authorized Representative: Chris Powers, VP of Government Sales

Email Address:
govbids@medline.com

Signature of Authorized Representative:  Date:
2/12/2021

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Medline Industries, Inc.

Street: Three Lakes Drive

City, State, Zip Code: Northfield, IL 60093

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Chris Powers *, an authorized representative of* Medline Industries, Inc. *, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
None		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

2/12/2021 — VP of Government Sales

Date — ***Authorized Signature and Title***

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Medline Industries, Inc.

Street: Three Lakes Drive

City, State, Zip Code: Northfield, IL 60093

State of Illinois

County of Cook

I, Chris Powers *of* Medline Industries, Inc.
the VP of Government Sales Northfield
Name *City*

in the County of Cook *, State of*
Illinois
of full age, being duly sworn according to law on my oath depose and say that:

I am the VP of Government Sales *of the firm of*
Medline Industries, Inc.
Title *Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Medline Industries, Inc.
Company Name

Authorized Signature & Title

Subscribed and sworn before me

this 12 day of February, 2021

"OFFICIAL SEAL"
LUCAS J MCGOVERN
Notary Public, State of Illinois
My Commission Expires 12/6/2021

Notary Public of Illinois

My commission expires December, 6th, 2021

SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Medline Industries, Inc.

Street: Three Lakes Drive

City, State, Zip Code: Northfield, IL 60093

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

2/10/2021

Date ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

A. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Medline Industries, Inc.		
Address:	Three Lakes Drive		
City:	Northfield	State: IL	Zip: 60093

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	Chris Powers	VP of Government Sales

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	N/A	N/A	$ N/A

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☑ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☑ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 12 day of February, 2021

(Notary Public) _____

My Commission expires: 12/6/2021

"OFFICIAL SEAL"
LUCAS J MCGOVERN
Notary Public, State of Illinois
My Commission Expires 12/6/2021

_____
(Affiant)

Chris Powers, VP of Gov't Sales
(Print name & title of affiant)

(Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: OMNIA Contract **Bidder/Offeror:** Medline Industries, Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury''s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Chris Powers Signature: _____

Title: VP of Govt Sales Date: 2/12/2021

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MEDLINE INDUSTRIES, INC.
Trade Name:	
Address:	THREE LAKES DRIVE NORTHFIELD, IL 60093
Certificate Number:	0092199
Effective Date:	October 01, 1983
Date of Issuance:	June 22, 2020

For Office Use Only:

20200622115351142

Certification 2858

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2019 to 15-JUN-2022

MEDLINE INDUSTRIES, INC.
THREE LAKES DRIVE
NORTHFIELD IL 60093

ELIZABETH MAHER MUOIO
State Treasurer

DocuSign

Certificate Of Completion

Envelope Id: A5D6292840404698BC6828EE571334FC
Status: Completed
Subject: Please DocuSign: Exhibit G Supplement - NJ EEO Cert Copy 2019.pdf, Medline Industries_MPA UCOP....
Source Envelope:
Document Pages: 126
Signatures: 5
Envelope Originator:
Supplemental Document Pages: 3
Initials: 0
Andrea Orozco
Certificate Pages: 5
AutoNav: Enabled
9500 Gilman Dr.
EnvelopeId Stamping: Disabled
La Jolla, CA 92093
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
anorozco@ucsd.edu
IP Address: 132.239.180.157

Record Tracking

Status: Original
11/9/2021 8:50:04 AM
Holder: Andrea Orozco
anorozco@ucsd.edu
Location: DocuSign

Signer Events	Signature	Timestamp
Chris Powers cpowers@medline.com Vice President, Government Medline Industries, LP Security Level: Email, Account Authentication (None)	Chris Powers Signature Adoption: Pre-selected Style Using IP Address: 50.220.245.226	Sent: 11/9/2021 9:01:29 AM Viewed: 11/9/2021 9:51:17 AM Signed: 11/9/2021 11:19:02 AM
Electronic Record and Signature Disclosure: Accepted: 11/9/2021 9:51:17 AM ID: ba7259ee-4cdf-4644-93b0-1454d1f2b839		
Todd Adams tdadams@ucsd.edu Director of Procurement Security Level: Email, Account Authentication (None)	Todd Adams Signature Adoption: Pre-selected Style Using IP Address: 132.239.180.157	Sent: 11/9/2021 8:56:42 AM Viewed: 11/10/2021 9:56:50 AM Signed: 11/10/2021 9:59:13 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Patrick Christian pchristian@medline.com Director, Contract Management Medline Industries, Inc. Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/9/2021 9:01:32 AM
Electronic Record and Signature Disclosure: Accepted: 11/9/2021 9:01:06 AM ID: 6ae7d36e-fe1f-42c2-95db-87130308a846		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/9/2021 8:56:42 AM
Certified Delivered	Security Checked	11/10/2021 9:56:50 AM
Signing Complete	Security Checked	11/10/2021 9:59:13 AM
Completed	Security Checked	11/10/2021 9:59:13 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, University of California San Diego (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $1.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact University of California San Diego:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@ucsd.edu

To advise University of California San Diego of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@ucsd.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from University of California San Diego
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to docusign@ucsd.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with University of California San Diego
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to docusign@ucsd.edu and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify University of California San Diego as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by University of California San Diego during the course of my relationship with you.

Medical and Surgical Supplies
Executive Summary

Lead Agency: University of California

Solicitation: 002109-JUL202-MED/SURG RFP 2018AO

RFP Issued: August 21st, 2020

Pre-Proposal Date: August 26th, 2020, 9:00am

Response Due Date: September 24th, 2020

Proposals Received: # 9

Awarded to:

The University of California San Diego Department of Procurement issued002109-JUL202-MED/SURG RFP 2018AO on August 21st, 2020, to establish a national cooperative contract for Medical and Surgical Supplies.

The solicitation included cooperative purchasing language in Section 1.1.0 Purpose & Objectives of the RFP.

> *The purpose of this Request for Proposal ("RFP") is for qualified suppliers to prepare and submit a proposal to furnish Medical and Surgical Supplies in accordance with the requirements set forth in this RFP.*
>
> *The overall objective of this RFP is to award multiple qualified suppliers that will assist UC San Diego in establishing a sustainable program that provides medical and surgical supplies, exceptional customer service and cost-effective processes to all University of California (UC) campuses, medical centers, and laboratories on a needed basis.*
>
> *Supplier agrees to make available the services to any UC location and other public agencies upon the terms, conditions and pricing set forth in an agreement awarded in response to the supplier's proposal. OMNIA Partners will be supporting our efforts to market the outcome of the solicitation nationally.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- University of California CalUsource website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA

- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- South Carolina website/newsletter (get from Chris White)
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Kennebec ME Journal

On September 24th, 2020, proposals were received from the following offerors:

- Asp Global
- Caleb Milne
- Cardinal Health
- Deepka Import
- Henry Schein Medical
- McKesson
- Medline
- Sports Brand Group
- Uweport

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Medline Industries. LP. and proceeding with contract award upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

The University of California San Diego, OMNIA Partners and Medline Industries Inc. successfully negotiated a contract, and the University of California San Diego executed the agreement with a contract effective date of November 3rd, 2021.

Diversity Certification:

Contract includes:
- 550,000 products
- Free Freight over $350

Term:

Initial agreement from November 3rd, 2021, through November 2nd, 2026, with the option to renew for three (3) additional one-year periods through November 2nd, 2029.

Pricing/Discount:
- 30% off Medline Brand Products off list price
- 25% off non-Medline/National Brand products off list price
- Market Basket

UNIVERSITY OF CALIFORNIA

Amendment #1 to Agreement #2021003157

This Amendment #1 ("Amendment") to Purchasing Agreement #2021003157, is entered into by and between The Regents of the University of California ("UC") on behalf of the University of California, San Diego and Medline Industries, LP ("Supplier") as of November 17, 2025 (the "Effective Date"). UC and Supplier may be referred to as the "Parties" in this Amendment.

AMENDMENT TO AGREEMENT

The Agreement is hereby amended as follows:

1. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

2. Section 2 (Term of Agreement) in the Purchasing Agreement is hereby deleted in its entirety and replaced with the following:

   "**2. Term of Agreement**

   The initial term of the Agreement will be from November 3, 2021 through January 31, 2029 ("Initial Term") and is subject to earlier termination as provided below."

3. The Parties hereby agree that to the extent there is any inconsistency in any terms or conditions set forth in the Agreement and this Amendment, the terms and conditions of this Amendment shall control. Additionally, the Parties hereby agree that all other terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Amendment.

This Amendment is signed by the Parties' duly authorized representatives and shall be effective as of the Effective Date.

	Medline Industries, LP	**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**
By:	Troy Lother	Antony Esquer
Name:	Troy Lother	Antony M. Esquer
Title:	Senior Director National Field Sales	Procurement Manager
Date:	12/31/2025	01/09/2026

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 10

MEETING DATE: 9/9/2026

PREPARED BY: Julie Leonard
Public Works Director

DEPARTMENT HEAD APPROVAL:

PUBLIC WORKS

SUBJECT: _Florida East Coast Railway Crossings Rehabilitation

1. BACKGROUND/HISTORY

Issue Statement: The Florida East Coast (FEC) Railway has notified the City that the railroad grade crossings at MP 337.28 (NE 36th Street) and MP 337.41 (NE 34th Street) have deteriorated and require rehabilitation. The crossings were identified in FEC's August 19, 2025, annual notification of crossings scheduled for maintenance in 2026.

In accordance with the Crossing Maintenance Agreement (CMA) between the City and FEC Railway dated February 27, 2004, the City is responsible for the cost of maintaining the crossing surface.

FEC has scheduled the maintenance work to begin on the following days:

- MP 337.28 (NE 36th Street), September 13, 2026
- MP 337.41 (NE 34th Court), September 15, 2026

Recommended Action: City Commission adopt a resolution authorizing rehabilitation of two (2) railroad crossings at MP 337.28 (NE 36 Street) and MP 337.41 (NE 34 Street) in accordance with the Crossing Maintenance Agreement between the City of Oakland Park and the FEC Railway in the estimated amount of $263,208.42 plus ten percent (10%) contingency of $26,321 for unforeseen items.

2. CURRENT ACTIVITY

The FEC has determined that the NE 36 Street railroad grade crossing (MP 337+1500', FDOT Crossing No. 272541C) and the NE 34 Court railroad grade crossing (MP 337+2160' FDOT Crossing No. 272542J) has deteriorated to the point that rehabilitation is necessary to maintain the safe operation of both rail and vehicular traffic.

Pursuant to the Crossing Maintenance Agreement executed on February 27, 2004, the City is responsible for the cost of maintaining the roadway crossing surface. FEC has provided an estimated construction cost of $263,208.42 for both crossings.

Should the existing traffic signal loop detection sensors be damaged during construction, the City will be

responsible for the cost of replacing them. FEC requires that any replacement loop detectors be installed behind the railroad crossing gate arms to better protect them during future maintenance activities. A ten percent (10%) contingency of $26,321 is requested for unforeseen items such as damage to the traffic signal loop detection sensors.

These amounts indicated in the foregoing and summarized in the following table are estimates only. The City will be invoiced for the actual cost incurred upon completion of the work. FEC provided the

estimated cost breakdown by location as follows:

Milepost	FDOT Crossing #	Location	Scheduled Work	Cost
MP 337.28	272541C	NE 36th Street	September 13, 2026	$148,567
MP 337.41	272542J	NE 34th Street	September 15, 2026	$114,641
Total Estimated Cost before Contingency Provisions				**$263,208**
Add: 10% Contingency				$26,321
Total Estimated Cost inclusive of 10% Contingency				**$289,529**

The work will be performed by FEC and its contractor, Gonzalez and Sons, and includes all labor, materials, maintenance of traffic, crossing rehabilitation, and pavement restoration associated with the project. Construction is scheduled to begin on September 13, 2026, and the contractor will coordinate with City staff regarding traffic control and scheduling to minimize disruptions to the traveling public.

Because the City is contractually responsible for the maintenance costs associated with these crossings, approval of the funding will allow both projects to proceed as scheduled and ensure the crossings remain in safe operating condition.

3.FINANCIAL IMPACT

The total estimated cost of the railway crossing rehabilitations is $263,208.42, as shown in the attached cost share sheets provided by FEC. Contingency funds of ten percent (10%) or $26,321 are also requested for unforeseen items, for a total estimated cost of $289,529. FEC Railway will bill the City for the actual cost of the work upon project completion.

Sufficient funds are available within the FY 26 Adopted Budget of the Public Works Department - Streets Division for the total estimated cost of $289,529 for the crossing rehabilitation inclusive of the 10% contingency indicated above.

The proposed expenditure is as follows:

Florida East Coast Railway Crossings Rehabilitation

Account Name & Number	Available Budget	Proposed Expenditure	Remaining Available
Repair And Maintenance 00143541.446000	$ 359,482	289,529	$ 69,953

4. RECOMMENDATION

City Commission adopt a resolution authorizing rehabilitation of two (2) railroad crossings at MP 337.28 (NE 36 Street) and MP 337.41 (NE 34 Street) in accordance with the Crossing Maintenance Agreement between the City of Oakland Park and the FEC Railway in the estimated amount of $289,529 inclusive of ten percent (10%) contingency.

ATTACHMENTS:

Resolution
Notice of Intent to Work 34 Court
Cost Share 34 Court
Notice of Intent to Work 36 Street
Cost Share 36 Street

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE REHABILITATION OF TWO (2) RAILROAD CROSSINGS AT MP 337.28 (NE 36 STREET) AND MP 337.41 (NE 34 STREET) IN ACCORDANCE WITH THE CROSSING MAINTENANCE AGREEMENT BETWEEN THE CITY OF OAKLAND PARK AND THE FEC RAILWAY IN THE ESTIMATED AMOUNT OF $263,208.42 PLUS TEN PERCENT (10%) CONTINGENCY OF $26,321.00 FOR UNFORESEEN ITEMS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the rehabilitation of two (2) railroad crossings at MP 337.28 (NE 36 Street) and MP 337.41 (NE 34 Street) in accordance with the Crossing Maintenance Agreement between the City of Oakland Park and the FEC Railway in the estimated amount of $263,208.42 plus ten percent (10%) contingency of $26,321.00 for unforeseen items.

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the rehabilitation of two (2) railroad crossings at MP 337.28 (NE 36 Street) and MP 337.41 (NE 34 Street) in accordance with the Crossing Maintenance Agreement between the City of Oakland Park and the FEC Railway in the estimated amount of $263,208.42 plus ten percent (10%) contingency of $26,321.00 for unforeseen items.

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

ADOPTED by the City Commission of the City of Oakland Park, Florida this 9th day of September, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC CITY CLERK

Florida East Coast RAILWAY

GrupoMéxico TRANSPORTES

July 14, 2026

CITY OF OAKLAND PARK: **GRADE CROSSING MAINTENANCE**
NE 34th Court - MP 337+2160'–FDOT# 272542J
NOTICE OF INTENT TO WORK

Ms. Julie Leonard
Public Works Director
City of Oakland Park
5100 NE 12th Terrace
Oakland Park, FL 33334

Dear Ms. Leonard:

This is in reference to the FEC notification letter dated August 19, 2025, listing the crossings scheduled for maintenance in the year 2026. The above-referenced grade crossing has declined to the point of requiring said maintenance. The Railway or our contractors will perform all work associated with the crossing to include maintenance of traffic and paving. We have scheduled this work to begin on **September 15, 2026**

In accordance with the terms of the agreement dated May 16, 1991, certain portions of the cost of the crossing maintenance are the responsibility of the CITY. The costs to the CITY are as outlined in the enclosed estimate, however this is an estimate only and all charges for which the CITY is responsible shall be billed on an actual cost basis. Additionally, the CITY will be responsible to replace the traffic loop sensors if they are damaged during construction. If this occurs, the new sensors must be installed behind the crossing warning device gate arm to better protect them during future crossing maintenance.

I have included the enclosed estimate for your reference and review. Upon completion, FEC will invoice the actual cost for this work. If there is a specific account or tracking number you wish to be included or noted with this invoicing, please provide that information at your earliest opportunity prior to this invoicing. In the interim, our Contractor, Gonzalez and Sons, will be in contact to coordinate the scheduling of the work. Otherwise, if you have any questions in this matter, please do not hesitate to contact me at (904) 279-3196.

Sincerely,

John Blaine

John Blaine
Public Projects Manager

Enclosure

cc: Mr. Bill Young
Mr. Markus Jansen

FLORIDA EAST COAST RAILWAY		DATE:	May 1, 2026
SURFACE EXISTING TYPE T-MODIFIED GRADE CROSSING		DISTRICT:	South
NE 34TH COURT, OAKLAND PARK		RESPONSIBLE PARTY:	City of Oakland Park
MILEPOST 337+2160'		AGREEMENT DATE:	May 16, 1991
FDOT# 272542J		CROSSING LENGTH:	64
DIVISION OF RESPONSIBILITY - SHARED COST *FEC/CITY		NUMBER OF TRACKS:	1
COST PER/FT.	$2,180.98	LENGTH OF TRACK PANEL:	124

CONTRACT SERVICES:

	Quantity		Unit	Unit Cost	Total Cost
Mobilization	1		LS	4,638.00	$4,638.00
Maintenance of Traffic	1		LS	5,046.00	5,046.00
Police Protection	1		LS	18,646.00	18,646.00
Construct New Track Panel	0	*	LS	107.88	0.00
Sawcut & Remove Asphalt	1		LS	2,683.00	2,683.00
Remove Panels	1		LS	12,059.00	12,059.00
Install Concrete Crossing Panels	1		LS	4,911.00	4,911.00
Perform Thermite Welds	0	*	LS	3,444.00	0.00
Asphalt in Place	1		LS	20,982.00	20,982.00
Install Transition Rails	0	*	LS	630.00	0.00
Milling	1		LS	2,051.00	2,051.00
Striping	1		LS	3,548.00	3,548.00
Site Cleanup & Disposal	1		LS	3,598.00	3,598.00
Miscellaneous & Contingencies	1		LS	1,729.00	1,729.00
			TOTAL CONTRACT SERVICES.....		**$79,891.00**

RAILWAY SERVICES:

Material

Includes Ballast, Timber Screw Spikes, E-Clips, Crossing Pads, Ties, and O.T.M $21,879.10

Equipment $18,277.54
Includes Gang Trucks, Mechanical & Signal Vehicles, and On-Track Equipment

Labor $12,738.68
Includes Supervisor, Mechanic, Signal Maintainer, Surfacing Gang, and Overheads

Lodging $1,500.00

Miscellaneous & Contingencies $5,296.33

TOTAL RAILWAY SERVICES..... $59,691.65

TOTAL PROJECT COST..... $139,582.65

TOTAL COST TO BE BORNE BY FEC $24,941.25
TOTAL COST TO BE BORNE BY CITY $114,641.40

NOTE: THE ABOVE IS AN ESTIMATE ONLY, ALL CHARGES WILL BE BASED ON ACTUAL COST.
THE RAILROAD IS NOT RESPONSIBLE FOR DAMAGE TO TRAFFIC LOOP SENSORS DURING CONSTRUCTION.

Florida East Coast RAILWAY

GrupoMéxico TRANSPORTES

July 14, 2026

CITY OF OAKLAND PARK: GRADE CROSSING MAINTENANCE
NE 36TH STREET - MP 337+1500'–FDOT# 272541C
NOTICE OF INTENT TO WORK

Ms. Julie Leonard
Public Works Director
City of Oakland Park
5100 NE 12th Terrace
Oakland Park, FL 33334

Dear Ms. Leonard:

This is in reference to the FEC notification letter dated August 19, 2025, listing the crossings scheduled for maintenance in the year 2026. The above-referenced grade crossing has declined to the point of requiring said maintenance. The Railway or our contractors will perform all work associated with the crossing to include maintenance of traffic and paving. We have scheduled this work to begin on **September 13, 2026**

In accordance with the terms of the agreement dated February 27, 2004, the cost of the crossing maintenance is the responsibility of the CITY. The costs to the CITY are as outlined in the enclosed estimate, however this is an estimate only and all charges for which the CITY is responsible shall be billed on an actual cost basis. Additionally, the CITY will be responsible to replace the traffic loop sensors if they are damaged during construction. If this occurs, the new sensors must be installed behind the crossing warning device gate arm to better protect them during future crossing maintenance.

I have included the enclosed estimate for your reference and review. Upon completion, FEC will invoice the actual cost for this work. If there is a specific account or tracking number you wish to be included or noted with this invoicing, please provide that information at your earliest opportunity prior to this invoicing. In the interim, our Contractor, Gonzalez and Sons, will be in contact to coordinate the scheduling of the work. Otherwise, if you have any questions in this matter, please do not hesitate to contact me at (904) 279-3196.

Sincerely,

John Blaine

John Blaine
Public Projects Manager

Enclosure

cc: Mr. Bill Young
Mr. Markus Jansen

FLORIDA EAST COAST RAILWAY		DATE:	May 1, 2026
SURFACE EXISTING TYPE T- MODIFIED GRADE CROSSING		DISTRICT:	South
NE 36TH ST, OAKLAND PARK		RESPONSIBLE PARTY:	City of Oakland Park
MILEPOST 337+1500'		AGREEMENT DATE:	February 27, 2004
FDOT# 272541C		CROSSING LENGTH:	64
DIVISION OF RESPONSIBILITY - 100% RE-COLLECTIBLE/CITY		NUMBER OF TRACKS:	1
COST PER/FT.	$2,321.36	LENGTH OF TRACK PANEL:	124

CONTRACT SERVICES:

	Quantity	Unit	Unit Cost	Total Cost
Mobilization	1	LS	4,638.00	$4,638.00
Maintenance of Traffic	1	LS	7,035.00	7,035.00
Police Protection	1	Days	18,646.00	18,646.00
Construct New Track Panel	0	TF	107.88	0.00
Sawcut & Remove Asphalt	1	TF	2,683.00	2,683.00
Remove Concrete Panels & Old Track Panel, Install New Track Par	1	TF	12,059.00	12,059.00
Install Concrete Crossing Panels	1	TF	4,911.00	4,911.00
Perform Thermite Welds	0	Each	3,444.00	0.00
Asphalt in Place	1	Tons	20,982.00	20,982.00
Install Transition Rails	0	Each	630.00	0.00
Milling	1	LS	2,051.00	2,051.00
Striping	1	LS	3,548.00	3,548.00
Site Cleanup & Debri Disposal	1	LS	3,456.00	3,456.00
Miscellaneous & Contingencies	1	LS	1,729.00	1,729.00

TOTAL CONTRACT SERVICES…….. $81,738.00

RAILWAY SERVICES:

Material $25,627.92
Includes Ballast, Timber Screw Spikes, E-Clips, Crossing Pads, Ties, and O.T.M

Equipment $21,017.23
Includes Gang Trucks, Mechanical & Signal Vehicles, and On-Track Equipment

Labor $12,738.68
Includes Supervisor, Mechanic, Signal Maintainer, Surfacing Gang, and Overheads

Lodging $1,500.00

Miscellaneous & Contingencies $5,945.18

TOTAL RAILWAY SERVICES…… $66,829.02

TOTAL PROJECT COST…… $148,567.02

TOTAL COST TO BE BORNE BY CITY $148,567.02

NOTE: THE ABOVE IS AN ESTIMATE ONLY, ALL CHARGES WILL BE BASED ON ACTUAL COST.
THE RAILWAY IS NOT RESPONSIBLE FOR DAMAGE TO TRAFFIC LOOP SENSORS DURING CONSTRUCTION.

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 11

MEETING DATE: 9/9/2026

PREPARED BY:	Christopher Cappiello Assistant Public Works Director Julie Leonard Public Works Director	**DEPARTMENT HEAD APPROVAL:**	PUBLIC WORKS

SUBJECT: Approval of Year 7 Measurement and Verification Services Payment to Energy Systems Group, LLC

1. BACKGROUND/HISTORY

Issue Statement: In November 2017, the City entered into a Guaranteed Energy Savings Performance Contract (GESPC) with Energy Systems Group, LLC (ESG) for advanced metering infrastructure and related efficiency improvements. The agreement requires annual Measurement and Verification (M&V) services during the Guarantee Term to verify project performance and guaranteed benefits.

The contractual fee for Year 7 M&V services is $25,075. Because the payment exceeds the City's $25,000 expenditure approval threshold, City Commission approval is required.

Recommended Action: Staff recommends the City Commission adopt a resolution approving payment of $25,075 to Energy Systems Group, LLC for Year 7 Measurement and Verification services pursuant to the Guaranteed Energy Savings Performance Contract approved by Resolution No. R-2017-144.

Background: Following a competitive solicitation and investment-grade energy audit, ESG identified replacement of the City's aging water meter infrastructure with advanced metering infrastructure (AMI), or "smart meters," as the most financially viable improvement measure.

On November 15, 2017, the City Commission adopted Resolution No. R-2017-144 approving the GESPC with ESG. The $6,465,296 project included replacement of approximately 8,500 water meters with smart meters. ESG began installation of the improvement measures in December 2017, and final acceptance was completed in April 2019. The Guarantee Term began May 1, 2019, and continues through April 30, 2034.

The primary objective of the project was to improve the accuracy of water consumption

measurement and billing. Water meters typically become less accurate as they age, resulting in an increasing volume of water that is consumed but not accurately measured or billed. Installation of new meters allows water consumption to be measured more precisely, improving billing accuracy and reducing unbilled water. The automated reading capabilities of the AMI system also provide operational efficiencies, support leak detection and water conservation efforts, and enhance customer service.

The GESPC requires ESG to perform annual M&V services to document project performance and determine whether the guaranteed benefits have been achieved. The annual M&V reporting fee began at $21,000 and increases by 3% annually in accordance with the contract.

2. CURRENT ACTIVITY

ESG's annual M&V report documents the results achieved under the GESPC and compares verified project benefits with the benefits guaranteed by contract. For the Seventh Guarantee Year, the contract established guaranteed benefits of $995,011. ESG calculated actual verified project benefits of $1,509,679, exceeding the Year 7 guaranteed amount by $514,668, or approximately 52%.

These results demonstrate that the project continues to provide benefits above the contractual guarantee. The benefits are attributable to the improved accuracy of the City's water meter system and the operational capabilities provided through advanced metering infrastructure, including more precise consumption data, improved billing accuracy, automated meter reading, leak detection capabilities, water conservation support, and enhanced customer service.

Continued M&V services provide the City with an annual independent contractual measurement of project results and document whether guaranteed performance levels are being achieved. The services also maintain the associated savings and water meter accuracy guarantees under the agreement.

The contractual Year 7 M&V fee is $25,075, an increase of $730 from the prior year in accordance with the contract's 3% annual escalation. Year 7 is the first scheduled annual M&V payment to exceed the City's $25,000 expenditure approval threshold and therefore requires City Commission authorization.

Under the Support Services Agreement, failure to pay the annual reporting fee within 60 days of receipt may allow ESG to terminate the agreement, ending its obligation to provide future annual reports and satisfying the associated contractual guarantee obligations.

3.FINANCIAL IMPACT

As shown in the attached invoice, the cost for Year 7 services is $25,075, consistent with the fee schedule established under the Guaranteed Energy Savings Performance Contract executed in 2017, including the contractual 3% annual escalation.

Sufficient funding is available in the FY 2026 Adopted Budget of the Public Works Department's Water Division for the annual contract with Energy Systems Group, LLC.

The proposed expenditure is as follows:

Approval of Year 7 Measurement and Verification Services Payment to Energy Systems Group, LLC			
Acct. Name & Number	Available Budget	Proposed Expenditure	Remaining Available
Other Services 40170536.434900	$ 26,159	$ 25,075	$ 1,084

4. RECOMMENDATION

Staff recommends the City Commission adopt a resolution approving payment of $25,075 to Energy Systems Group, LLC for Year 7 Measurement and Verification services pursuant to the Guaranteed Energy Savings Performance Contract approved by Resolution No. R-2017-144.

ATTACHMENTS:

Resolution
Annual Measurement and Verification (M&V) Services Report
Year 7 Invoice
Guaranteed Energy Savings Agreement

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PAYMENT OF $25,075.00 TO ENERGY SYSTEMS GROUP, LLC FOR YEAR 7 MEASUREMENT AND VERIFICATION SERVICES PURSUANT TO THE GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT APPROVED BY RESOLUTION NO. R-2017-144; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve the payment of $25,075.00 to Energy Systems Group, LLC for Year 7 Measurement and Verification services pursuant to the Guaranteed Energy Savings Performance Contract approved by Resolution No. R-2017-144.

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the payment of $25,075.00 to Energy Systems Group, LLC for Year 7 Measurement and Verification services pursuant to the Guaranteed Energy Savings Performance Contract approved by Resolution No. R-2017-144.

SECTION 3. The appropriate City Officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

ADOPTED by the City Commission of the City of Oakland Park, Florida this 9th day of September, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC CITY CLERK

Please find the attached Year 7 Energy Services Guarantee Report for the City of Oakland Park. Please sign and return a .pdf copy of this letter to Edgar Ortiz, eortiz@energysystemsgroup.com.

In accordance with the 2017 Guaranteed Energy Savings Performance Contract, Customer's Acceptance of the Savings Report is assumed if no response has been received or if signed Acknowledgement Sheet has not been returned within 30 days of Customer's receipt of the Savings Report.

Thank you.

Performance Guarantee Savings Report prepared by: Energy Systems Group	Received by: City of Oakland Park
Edgar Ortiz Edgar Ortiz	Name
Sr. Measurement & Verification Analyst	Title
Date: 8-4-2026	Date:
John M. Topmiller	
John Topmiller	
Engineering Manager – East Region	
Date: 8-5-2026	

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Energy Services Guarantee

City of Oakland Park

Oakland Park, Florida

Year 7 — Annual Report

May 2025 — April 2026

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TABLE OF CONTENTS

1. Executive Summary 4
1.1 Project Background 4
1.1.1 Project Overview 4
1.1.2 Annual Report Summary 4
1.2 Improvement Measures 5
1.3 Utility Rates 5
1.3.1 Utility Rates and Escalation 5
2. Year 7 Benefits Detail 6
2.1 Water Meter Upgrades 6
2.1.1 Water Meter Accuracy Benefits 6
2.1.2 Water Meter Accuracy Benefits by Meter Size 8
2.1.3 Operational Avoided Future and Replacement Cost Savings 9
3. Year 7 Benefits Summary 10
3.1 Benefits Summary 10

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1. EXECUTIVE SUMMARY

1.1 Project Background

The City of Oakland Park and Energy Systems Group (ESG) entered into a Guaranteed Energy Savings Performance Contract (GESPC) in November 2017. ESG began the installation of improvement measures in December 2017 and received signed final acceptance in April 2019. The Guarantee Term is a period of 20 years, from May 1, 2019, through April 30, 2034.

1.1.1 Project Overview

The key objective of this project was to install water meter upgrades throughout the City of Oakland Park. As meters age over time, they become less accurate, thus creating an increasing percentage of unbilled water volume. By replacing the meters with new, more accurate models, the volume of water is more precisely measured, and consequently, billing is more precise. Additional operational savings and enhanced customer service capabilities are realized by utilizing automated reading features.

1.1.2 Annual Report Summary

The purpose of this report is to demonstrate the results achieved to date for the GESPC. This report documents detailed savings calculations and demonstrates the level of verified savings as compared to the savings guaranteed by contract.

During the Seventh Guarantee Year, ESG calculated verified project benefits as $1,509,679. These savings are $514,668 more than the Year 7 Guaranteed Benefits of $995,011. The tables below provide a detailed breakdown of the Benefits for Year 7 by improvement measure, and a project wide benefits summary over term.

Benefits Summary by Improvement Measure						
Improvement Measure	Measured Meter Accuracy Benefits	Non-Measured Meter Accuracy Benefits	Non-Measured Operational Benefits	Total Verified Benefits	Year 7 Guaranteed Benefits	Variance
Water Meter Upgrades	$1,240,477	$39,685	$229,517	$1,509,679	$995,011	$514,668

Figure 1: ***Benefits Summary by Improvement Measure – Year 7***

Project Performance Summary over Term				
Guarantee Year	Verified Benefits	Guaranteed Benefits	Variance	Verified Benefits over Term
Year 1	$1,122,151	$827,120	$295,031	$1,122,151
Year 2	$1,154,403	$863,755	$290,648	$2,276,554
Year 3	$920,765	$920,765	$0	$3,197,319
Year 4	$908,880	$908,880	$0	$4,106,199
Year 5	$1,332,924	$937,894	$395,030	$5,439,123
Year 6	$1,536,249	$966,030	$570,219	$6,975,372
Year 7	$1,509,679	$995,011	$514,668	$8,485,051
Totals through Year 7	**$8,485,051**	**$6,419,455**	**$2,065,596**	

Figure 2: ***Project Performance over Guarantee Term to Date***

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1.2 Improvement Measures

This section provides a description of each improvement measure installed and its associated measurement and verification (M&V) method. The Measurement and Verification (M&V) methods discussed in this report are based on the signed Contract (November 2017) and specifically as discussed in Exhibit B, Section 4.2 of the GESPC.

Water Meter Upgrades

A cellular based Automated Water Metering system was installed throughout the City, both improving the accuracy of the system and providing real time meter usage data for billing and water leak detection purposes. Water meters with improved accuracy will result in an increase in revenue for the City due to the recovered billable gallons of water.

Improvement Measure	Summary of Measurement and Verification Plan
Water Meter Upgrades	**Pre M&V:** Pre-retrofit accuracy of the 5/8" x ¾", 1", 1.5", and 2" meter sizes were calculated by testing a representative sample of the population and establishing the average accuracy of the meter population. This calculated pre-retrofit accuracy was applied to the larger meters (3", 4", and 6"). This baseline meter accuracy degrades 0.25% annually, and is outlined in Exhibit B, Section 4.1, Table 4F of the GESPC. **Post M&V:** On an annual basis, a random sample of retrofitted water meters (a combination of 5/8" x ¾", 1", 1.5", and 2") are tested for post-retrofit accuracy. This accuracy is applied to the larger meters (3", 4", and 6").

Figure 3: ***Improvement Measure & Verification Summary***

1.3 Utility Rates

1.3.1 Utility Rates and Escalation

The baseline utility rates used to calculate the guaranteed annual benefits are defined in the Guaranteed Energy Savings Performance Contract, Exhibit B, Section 4.1.1. The baseline utility rate, escalated annually by 3%, shall be used to determine Verified Project Benefits.

Utility	Units	Baseline Rate	Year 7 Utility Rate
Water	kGal	$7.22	$8.88
Sewer	kGal	$5.14	$6.32

Figure 4: ***Baseline & Year 7 Utility Rates***

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2. YEAR 7 BENEFITS DETAIL

2.1 Water Meter Upgrades

2.1.1 Water Meter Accuracy Benefits

The City of Oakland Park has increased revenue potential due to the upgraded water meters. As meters age over time, they become less accurate. By increasing meter accuracy, the City is able to bill more accurately for the water used. To calculate the increased billable volume, weighted average accuracy for the baseline and post-retrofit conditions are used along with the billed volume. Baseline water meter accuracy and billed volume were stipulated in the contract for the term of this project, and sample meters are tested annually to verify meter accuracy is maintained. Baseline water meter accuracy was provided in the Contract, Exhibit B, Table 4F, and the baseline volume billed was provided in Exhibit B, Table 4C.

Year 7 Water Meter Test Results
Per contract, a random sample of 25 meters, sized 5/8" – 2", were pulled and shipped to a third-party laboratory that abides by AWWA (American Water Works Association) Standards. In accordance with AWWA Standards, meters are tested at Minimum Flow, Intermediate Flow, and High Flow, with specific gallons per minute requirements by meter size for each category. The overall meter weighted average accuracy is then determined by weighting 15% Minimum Flow, 70% Intermediate Flow, 15% High Flow for each meter.

For each size of meter tested, the weighted averaged accuracy of all meters of that size are then averaged to determine the measured accuracy by meter size. As not all meter sizes are measured, a weighted average accuracy for all meters is calculated, utilizing the weighting specified in the contract based on percentages of baseline water from each size of meter.

When initial meters pulled were being tested at the lab, many of the screens to read meters would not display, making it impossible to perform testing. ESG confirmed with the manufacturer that this is a known issue, and there is not another way to test. Through discussion with the Oakland Park staff, ESG learned this has been an ongoing issue for the City. While the City can still pull data electronically through the system to bill, it is a defect for which many meters have been replaced under warranty. Meters from the test lab were shipped back to the City, to be sent in for warranty replacement, and the City shipped additional meters to the test lab. In this 2nd round of testing, there were 2 more meters that were unable to be tested due to display issues, resulting in only 23 meters tested rather than the 25 intended.

In addition to display register defects, ESG recommends shipping some additional meters in for testing. While the overall average meter accuracy met expectations, some meters are testing below the warrantied accuracy of $100\% \pm 1.5\%$. Test values outside this range are highlighted in the detail test results. ESG recommends considering warranty claims on these meters while meters are still fully covered.

Below are a summary of the detailed test results, average accuracy results by meter size, and calculation of weighted average accuracy.

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				Minimum Flow		Intermediate Flow		High Flow		
Test Date	Manufacturer	Serial #	READING	Rate (gpm)	Accuracy (%)	Rate (gpm)	Accuracy (%)	Rate (gpm)	Accuracy (%)	WAA (%)
5/8" Meters										
5/13/2025	BADGER	18567755	1,048,668	0.13	100.0%	0.40	100.0%	15.00	99.0%	99.9%
5/13/2025	BADGER	18567039	1,118,199	0.13	101.0%	0.40	101.0%	15.00	100.0%	100.9%
5/13/2025	BADGER	18566402	NO DISPLAY							
5/13/2025	BADGER	18566384	NO DISPLAY							
5/13/2025	BADGER	18566299	NO DISPLAY							
5/13/2025	BADGER	18567745	NO DISPLAY							
5/13/2025	BADGER	18567100	NO DISPLAY							
5/13/2025	BADGER	18566642	NO DISPLAY							
5/13/2025	BADGER	18568225	NO DISPLAY							
7/28/2026	BADGER	240288190	725,484	0.13	101.8%	0.40	100.3%	15.00	99.6%	100.4%
7/28/2026	BADGER	231636805	130,106	0.13	101.9%	0.40	100.8%	15.00	100.8%	101.0%
7/28/2026	BADGER	18405195	397,208	0.13	99.2%	0.40	101.6%	15.00	100.3%	101.0%
7/28/2026	BADGER	251572968	13,268	0.13	101.1%	0.40	100.2%	15.00	98.1%	100.0%
7/28/2026	BADGER	211211614	731,341	0.13	100.4%	0.40	101.0%	15.00	97.1%	100.3%
7/28/2026	BADGER	230677466	85,469	0.13	102.4%	0.40	99.5%	15.00	100.8%	100.1%
7/28/2026	BADGER	18569458	NO DISPLAY							
Average: 5/8" meters										**100.5%**
1" Meters										
5/5/2026	BADGER	180158869	340,160	0.30	93.0%	1.50	97.0%	40.00	99.0%	96.7%
5/5/2026	BADGER	18569371	179,463	0.30	99.0%	1.50	98.0%	40.00	98.0%	98.2%
5/5/2026	BADGER	180159088	749,462	0.30	103.0%	1.50	93.0%	40.00	98.0%	95.3%
5/5/2026	BADGER	18568151	1,097,235	0.30	93.0%	1.50	97.0%	40.00	96.0%	96.3%
5/5/2026	BADGER	18569358	549,851	0.30	98.0%	1.50	99.0%	40.00	99.0%	98.9%
5/5/2026	BADGER	18568072	1,245,979	0.30	99.0%	1.50	99.0%	40.00	100.0%	99.2%
5/5/2026	BADGER	18566968	12,584,730	0.30	96.0%	1.50	95.0%	40.00	96.0%	95.3%
5/5/2026	BADGER	180158981	NO DISPLAY							
5/5/2026		18405855	NO DISPLAY							
7/28/2026	BADGER	251528545	24,801	0.30	97.5%	1.50	99.5%	40.00	93.8%	98.3%
7/28/2026	BADGER	220896164	90,468	0.30	98.6%	1.50	99.0%	40.00	99.9%	99.1%
Average: 1" meters										**97.5%**
1.5" Meters										
5/5/2026	SENSUS	18565695	640,184	0.60	100.0%	4.00	99.0%	60.00	102.0%	99.6%
5/5/2026	SENSUS	18565743	NO DISPLAY							
5/5/2026	SENSUS	18385202	NO DISPLAY							
7/28/2026	BADGER	180231869	40,150	0.60	101.0%	4.00	100.4%	60.00	101.5%	100.7%
7/28/2026	BADGER	251437276	84,784	0.60	100.0%	4.00	99.8%	60.00	101.0%	100.0%
Average: 1.5" meters										**100.1%**
2" Meters										
5/12/2026	BADGER	18430250	128,853	1.00	99.0%	5.00	100.0%	100.00	100.0%	99.9%
5/12/2026	BADGER	18335451	NO DISPLAY							
5/12/2026	BADGER	18430395	NO DISPLAY							
5/12/2026	BADGER	18430296	10,416,486	1.00	99.0%	5.00	101.0%	100.00	101.0%	100.7%
7/28/2026	BADGER	18335368	NO DISPLAY							
7/28/2026	BADGER	240032430	2,001,239	1.00	100.0%	5.00	101.5%	100.00	101.0%	101.2%
Average: 2" meters										**100.6%**

Figure 5: ***Meter Accuracy Test Results***

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Meter Test Results			
Meter Size	Quantity Tested	% Water of Annual Total that Flows via this size	Year 7 Accuracy %
5/8" and 3/4"	8	35.2%	100.5%
1"	9	16.0%	97.5%
1.5"	3	11.0%	100.1%
2"	3	34.7%	100.6%
Weighted Average Accuracy			100.00%

Figure 6: ***Meter Accuracy Test Results Summary***

Once overall weighted average accuracy is determined, the following equations are used to calculate increased billable volume of water and therefore increased billable revenue.

$$\textbf{\textit{Increased Billable kGal}} = Baseline\ Billed\ kGal * \left(\frac{Actual\ Post\ Retrofit\ Measured\ Weighted\ Average\ Accuracy}{Baseline\ Water\ Meter\ Accuracy)}\right) - Baseline\ \ Billed\ kGal$$

$$\textbf{\textit{Increased Revenue}} = Increased\ Billable\ kGal * Current\ Year\ Utility\ Rate\ (\frac{\$}{kGal})$$

Year 7 Increased Billable Volume and Revenue	
Baseline Water (kGal billed)	1,101,246
Baseline Sewer (kGal billed)	916,956
Year 7 Weighted Average Accuracy	100.00%
Year 7 Baseline Accuracy	92.40%
Year 7 Increased Billable Water Volume (kGal)	90,520
Year 7 Increased Billable Sewer Volume (kGal)	75,371
Year 7 Increased Water Revenue	$803,814
Year 7 Increased Sewer Revenue	$476,348
Total Increased Revenue	**$1,280,162**

Figure 7: ***Billed Volume and Revenue Increase Summary***

2.1.2 Water Meter Accuracy Benefits by Meter Size

To calculate the water meter benefits by size, Exhibit B, Table 4G is referenced to obtain the "% Water of Annual Total that Flows via this size". The total billable volume, calculated in Section 2.1.1 of this report, is then multiplied by the "% Water of Baseline Annual Total…". This method allows for allocation of benefits for each meter size and is shown below in a table and chart. As noted in Exhibit B, Section 5.1, the post-retrofit measured weighted average accuracy of the 2" and smaller meters are utilized to calculate savings associated with the 3", 4", and 6" meters.

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Year 7 Increased Billable Volume and Revenue						
Meter Size	% Water of Baseline Annual Total that Flows via this size	Increased Billable Volume Water (kGal)	Increased Billable Volume Sewer (kGal)	Increased Water Revenue $	Increased Sewer Revenue $	Total Increased Revenue $
5/8" and 3/4"	35.2%	31,863	26,531	$282,943	$167,674	$450,617
1"	16.0%	14,483	12,059	$128,610	$76,216	$204,826
1.5"	11.0%	9,957	8,291	$88,420	$52,398	$140,818
2"	34.7%	31,410	26,154	$278,923	$165,293	$444,216
*3", 4", 6"	3.1%	2,806	2,337	$24,918	$14,767	$39,685
Total	**100.0%**	**90,520**	**75,371**	**$803,814**	**$476,348**	**$1,280,162**

*Note: Savings for 3", 4", and 6" are considered "Non-Measured Benefits". See Exhibit B, Section 5.1 for further details

Figure 8: ***Increased Billable Volume and Revenue by Meter Size***

2.1.3 Operational Avoided Future and Replacement Cost Savings

The Operational Avoided Future and Replacement Cost Savings shown in the table below is sourced from Exhibit B, Section 5.2, Table 5B. These savings are agreed upon between the City and ESG and were considered fully satisfied upon Final Acceptance of the project.

Operational Avoided Future and Replacement Cost Savings	
Descriptions	Year 7 Savings
Labor Efficiency (Operations Efficiency)	$117,084
Vehicle Maintenance (Operations Efficiency)	$19,555
*Truck Replacement (Operations Efficiency)	$0
Material for Meter Repair & Replacement (Capital Cost Avoidance)	$92,878
*New/Replacement Handheld Device Cost (Operations Efficiency)	$0
Total Operational Savings	**$229,517**
*Note 1: Truck Replacement savings occur Guarantee Year 3, 9, and 15.	
*Note 2: New/Replacement Handheld Device Cost savings occur Guarantee Year 2, 8, and 15.	

Figure 9: ***Operational & Capital Cost Avoidance Savings***

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3. YEAR 7 BENEFITS SUMMARY

3.1 Benefits Summary

Overall, the improvement measures are performing as expected, and the project is exceeding guaranteed benefits, which provides assurance that the financial obligations undertaken in this project will be met. As described in this report, the benefits are verified using a combination of Measured and Non-Measured Benefits. The chart below represents how each improvement measure contributes to the Year 7 Total Benefits.

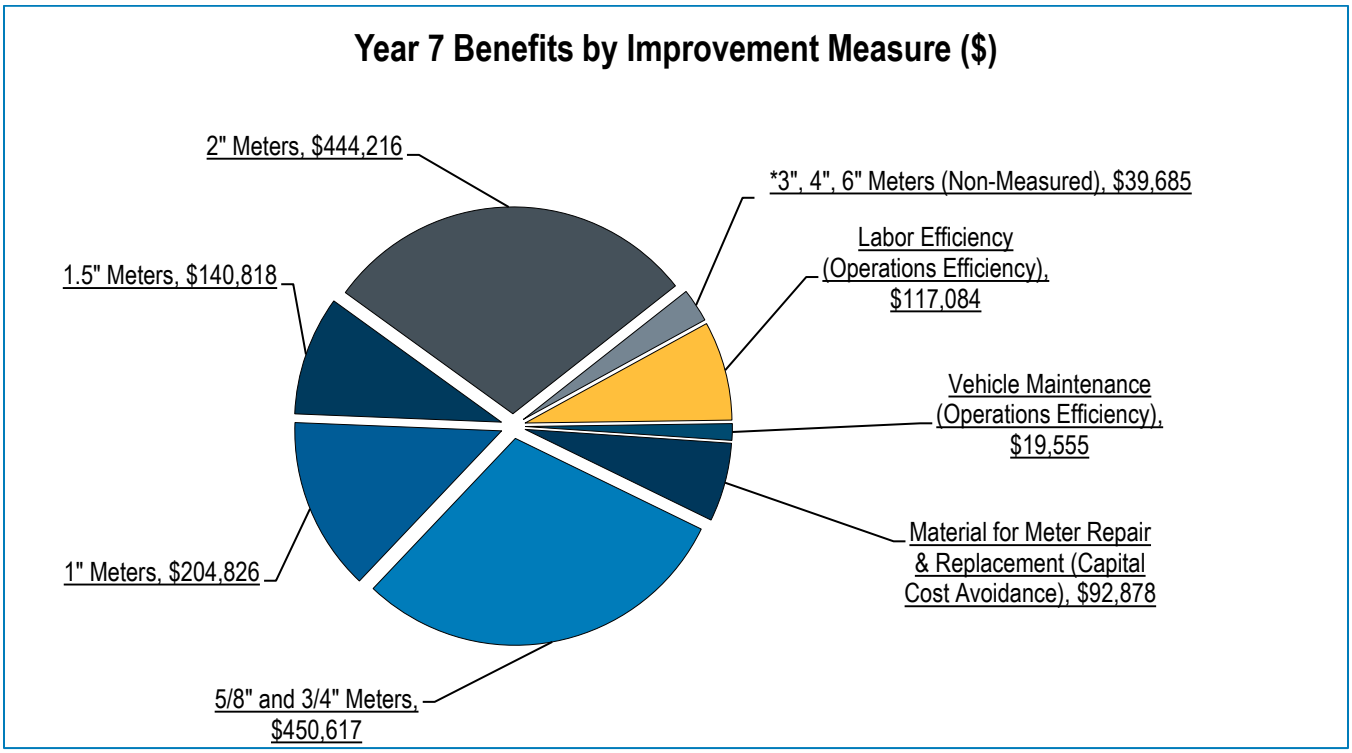


Figure 10: ***Project-Wide Benefits***

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energysystemsgroup.com

INVOICE

Invoice No:	99006380
Invoice Date:	07/02/2026
Job No:	MPPIE00403
Terms:	Net Due in 30 Days

Bill To
Oakland Park, City of (FL)
Attn: Accounts Payable
3650 NE 12th Avenue
Oakland Park, FL 33334

Balance Due
25,075.00

:

Description	Total
Oakland Park City M&V (FL Year 7 Measure & Verification	**25,075.00**

Sub-Total **25,075.00**

Balance Due **25,075.00**

Net Due in 30 Days

Remit Information:

For ACH (Automated Clearing House) transmittal:
ABA: 071006486 CIBC (Chicago, IL)
For the Benefit of Energy Systems Group LLC
Account 1070134

For Wire Transfers:
071006486 CIBC (Chicago, IL)
For the Benefit of Energy Systems Group LLC
Account 1070134

By Mail:
Energy Systems Group LLC
P.O.Box 713390
Chicago, IL 60677-1527

Cheryl Ann Baumgart, Project Accountant
Energy Systems Group, LLC
9877 Eastgate Court, Newburgh, IN 47630
T: (812) 484-4643 | F: 833-834-0326 | ap@energysystemsgroup.com

CITY of OAKLAND PARK, FL - GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT

Energy Systems Group, LLC

Table of Contents

GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT 3
SCHEDULE 1 - ACCEPTANCE CERTIFICATE OR FINAL ACCEPTANCE CERTIFICATE 23
SCHEDULE 2 - ANTICIPATED PAYMENT REQUEST DRAW SCHEDULE 24
EXHIBIT - A SCOPE OF WORK A-1
Appendix A1 – Master Meter Locations A-7
EXHIBIT B - PERFORMANCE GUARANTEE AND MEASUREMENT AND VERIFICATION PLAN B-1
Water Meter Upgrade Section B-4
Appendix B1 – Automated Water Meter Operational Savings B-23
Appendix B2 – Water and Sewer Usage Rate B-25
EXHIBIT C - SUPPORT SERVICES AGREEMENT C-1
EXHIBIT D - OPINION OF OWNER'S COUNSEL D-1
EXHIBIT E - STATE SPECIFIC STATUTORY REQUIREMENTS E-1

GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT

THIS AGREEMENT (herein sometimes "Agreement" and sometimes "Contract"), made this 15th day of November, 2017, by and between the City of Oakland Park, Oakland Park, Florida, (hereinafter called "City" or "Owner") and Energy Systems Group, LLC, an Indiana limited liability company (hereinafter called "Contractor" or "ESG"),

WITNESSETH, That:

WHEREAS, In response to the City's Request for Proposals (RFP# 071816) (the "RFP"), the Contractor submitted to Owner a proposal pursuant to Florida Statute § 489.145 for the construction and/or installation of energy related upgrades at facilities owned by Owner and located in Broward County, Florida (herein the "Facilities"); and

WHEREAS, Owner selected Contractor to perform the work and services contemplated within the RFP, and on or about November 2, 2016, approved the Contractor's performance of a certain Performance Based Contract Project Development Agreement (Contract No. R-2016-120) (the "PDA"), whereby ESG devoted resources to evaluating, assessing and auditing the City's Facilities for the purpose of developing and refining its proposal to perform an initial phase of work described within Exhibit A Scope of Work, which the City has approved ESG to perform (hereinafter the "Project"); and

WHEREAS, Owner and Contractor now desire to enter into this Agreement to memorialize their respective agreements and undertakings with respect to the Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

1. Contract Documents. The parties hereby incorporate by reference, as if fully set forth herein, the following documents and instruments, all of which together with this Agreement are herein referred to as the "Contract Documents":

Exhibit A - Scope of Work
Exhibit B - Performance Guarantee and Measurement and Verification Plan
Exhibit C - Support Services Agreement
Exhibit D - Opinion of Owner's Counsel
Exhibit E - State Specific Statutory Requirements

The Contract Documents also shall include any permissible change orders issued pursuant to this Agreement.

If there is a conflict between the provisions of this Agreement and any other Contract Document, the provisions of this Agreement shall control with respect to the subject matter hereof.

2. Scope of Project. For purposes hereof, the term "Project" shall mean and include the installation of the energy conservation measures and related upgrades ("ECMs" or "Measures") at Owner's Facilities, which are defined in Exhibit A, Scope of Work, and annual support services as outlined in Exhibit C, Support Services Agreement.

2.1 Dodd-Frank Municipal Advisor Rule Statement: ESG is retained by Owner as an engineering and energy services firm to design and deliver energy-related and other infrastructure solutions described in the Scope of Work. Owner acknowledges that ESG is not a financial advisor or municipal advisor as contemplated under the U.S. securities laws, is not providing recommendations regarding any municipal financial product or the issuance of municipal securities, and does not owe a fiduciary duty to Owner under section 15B of the Securities Exchange Act, or otherwise. Owner acknowledges that as a commercial entity ESG is influenced by its own interests, which will not always be the same as Owner's. Owner has had the opportunity to retain and consult with such financial, municipal, legal or other advisors as it may deem appropriate regarding this project.

2.2 Development of Subsequent Project Phases. Pursuant to the parties' PDA, ESG has taken a phased approach to its evaluation of the City's facilities, infrastructure, and systems. The Owner hereby reserves the right to initiate and to accept a subsequent phase of work and services ESG proposed in response to the RFP through an amendment to the PDA and, if applicable, an amendment to this Agreement or a separate guaranteed energy savings performance contract.

3. General Obligations and Rights of Contractor. Contractor shall do all acts and provide all things necessary to perform and complete the Project properly, in a good and workmanlike manner, and in compliance with all laws and regulations. Contractor shall apply for, secure, and obtain all necessary permits and licenses which may be required in connection with the Project.

3.1 Warranty. Contractor hereby warrants to Owner that all materials furnished by Contractor, if any, and all workmanship performed by Contractor in connection with the Project, shall be in accordance with the general industry standards of the construction industry; shall be performed in a competent, good and workmanlike manner and in compliance with the Contract Documents, and all pertinent laws, rules and regulations; and shall be free from any and all faults or defects in material and workmanship. Contractor shall promptly remedy any and all defective materials or workmanship furnished by Contractor or any subcontractor upon receipt of written notice thereof from Owner. If required by Owner, Contractor shall furnish satisfactory evidence as to kind and quality of materials and equipment used in connection with the Project.

The warranty set forth herein shall continue to be effective for a period of one year following Owner's acceptance or beneficial use of each ECM, acceptance of a particular Facility, or acceptance of the Project, whichever comes first. Owner shall give Contractor written notice of all defective work, specifically detailing the deficiencies to be corrected, and Contractor shall repair or otherwise remedy such defective work in an expeditious manner.

CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the extent possible, Contractor shall assign to Owner all warranties that Contractor receives from its vendors and/or subcontractors for any materials or equipment, which are or are to become permanent features of the Project, which shall be in addition to the other warranties provided herein.

3.2 Approvals. Upon completion of the Project, Contractor shall obtain all approvals of the installation of the Measures constituting the Project.

3.3 Indemnification.

3.3.1. Contractor will indemnify and save harmless the City and Broward County, its officers, agents and employees, from or because of any injuries or damages received or sustained by any person or person during or because of any operations connected with the design, planning, investigation or construction of this Project; or, by or in consequence of any intentional act, negligence (excluding negligence of City), concerning the same; or by use of any improper materials, design, work, construction by or due to any act or omission of the Contractor or its subcontractor, agents, servants or employees. The Contractor

agrees to indemnify and save harmless the City from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the City due to any claims, fees, royalties or costs for any invention, copyright, or patent, and from any and all suits and actions that may be brought against the City for the infringement of any and all patents and rights claimed by any person, firm or corporation.

The indemnification provided within this Section 3.1 will obligate the Contractor to defend, at its own expense, or to provide such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the City that may result from the operations and activities under this Contract whether the activities are performed by the Contractor, subcontractors or by anyone directly or indirectly employed by any of them.

3.3.2. Solely to the extent permitted by Florida law, Owner shall indemnify, defend and hold harmless Contractor, and the agents, officers, shareholders, directors, and employees of Contractor and any assignee of Contractor (herein the "Indemnified Contractor Parties") against all liability and loss including reasonable attorney's fees and expenses to the extent resulting from the negligence or willful misconduct in connection with the Project by Owner and agents, employees or representatives of Owner, including any injury (including death) sustained by or any damage to the property of, any person; provided, however, that Owner shall not be responsible for any injury (including death), damage or loss (including reasonable attorneys fees and expenses) which is caused by the sole negligence of an Indemnified Contractor Party, nor shall Owner be held responsible for the concurrent negligence of an Indemnified Contractor Party

As a condition precedent to the Owner's duties to indemnify above, the Indemnified Contractor Party must provide prompt notice to the indemnitor of a claim or matter for which Indemnification is sought, must allow the indemnitor to select counsel and control the defense, must cooperate with indemnitor at indemnitor's expense, and must allow the indemnitor to settle the matter at its expense.

3.3.3 **Sovereign Immunity**. The parties agree that the City is a political subdivision of the State of Florida and therefore is entitled to sovereign immunity. Nothing in this Agreement shall be construed to require the City to indemnify Energy Systems Group, LLC, or insure Energy Systems Group, LLC for its negligence or to assume any liability for Energy Systems Group, LLC. Further, any provision in this Agreement that requires the City to indemnify, hold harmless or defend Energy Systems Group, LLC from liability for any other reason shall not alter the City's waiver of sovereign immunity or extend the City's liability beyond the limits established in Section 768.28 of the Florida Statutes, as amended.

3.4 Bonds. Before entering upon the performance of this Agreement, Contractor shall execute for the benefit of Owner, a good and sufficient Performance Bond and Payment Bond, in form acceptable to Owner. Each bond shall be in an amount equal to the Contract Price (as defined below in Section 5 of this Agreement).

The Performance Bond shall also be a guarantee for the repair or replacement of any portion of the Project that is defective to and including the date of Owner's Final Acceptance of the Project. The Payment Bond shall be a guarantee for the payment for labor, materials and equipment furnished for use in the performance of Contractor's obligations hereunder. The Performance and Payment Bond will cease effective the date of Owner's Final Acceptance of the Project. Effective immediately after, a Maintenance Bond will be provided for the one-year period commencing on the date of Owner's Final Acceptance of the Project in the amount of 10% of the total Contract Price. The surety which executes the Performance Bond and Payment Bond will waive any right to independent notice under this Agreement if Contractor receives such notice, and consents to any extensions of time, modification, waiver, forbearance, or change which may be made in any of the terms and conditions of the Agreement by the parties or by their successors or assigns. Notwithstanding any other provision of this Agreement or the bonds, in no event and in no manner shall coverage under the Performance Bond and Payment Bond extend to Section 3.5, Energy Savings Guarantee, as set forth in Exhibit B Energy Savings Guarantee and Measurement and Verification Plan, or any related provisions.

3.5 Guaranteed Savings. The Project will result in meter accuracy benefits in the total amount of $11,907,609, and operational savings and capital cost avoidance in the total amount of

$3,609,691, as outlined in Exhibit B - Performance Guarantee and Measurement and Verification Plan, during the first 15 year period following Final Acceptance of the Project (herein the "Total Guaranteed Savings"). Contractor represents and warrants that such Total Guaranteed Savings exceeds Owner's total cost of the Project. Contractor represents and warrants that term of the contract, 15 years from Owner's Final Acceptance of all Measures, is less than the average life expectancy of the Measures.

If Owner does not achieve actual savings equal to or greater than the guaranteed energy savings then Contractor hereby agrees to annually reimburse Owner the difference between the annual guaranteed energy savings in the amount indicated on Table 3A in Exhibit B – Performance Guarantee and Measurement and Verification Plan and the actual annual energy savings realized by Owner in that year, as calculated in accordance with Exhibit B – Performance Guarantee and Measurement and Verification Plan. The Savings Guarantee shall extend for a 15 year period following Owner's Final Acceptance of the Project. The parties agree that Exhibit B Performance Guarantee and Measurement and Verification Plan shall control the rights and responsibilities of each party with respect to the Savings Guarantee. In the event of any conflict between this Section 3.5 and Exhibit B, Exhibit B shall control.

It is agreed that the Contractor's obligation to deliver the operational savings described in Table 3A of Exhibit B will be fully satisfied upon Owner's Final Acceptance of the Project based on the documentation and data approved by Owner and included herein. Contractor represents and warrants the requirements set forth in Exhibit E, State Law Requirements, will be met.

3.6 Limitation of Liability. The total liability of Contractor on all claims, whether in contract, warranty, tort, strict liability, indemnity, or otherwise, arising out of the performance of this Agreement, shall not exceed the Contract Price. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, SPECULATIVE, PUNITIVE, OR REMOTE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, AND DOWN TIME COST.

3.7 Insurance.

3.7.1 Obtaining Proper Insurance. Contractor shall not commence performance hereunder until (i) it has obtained and Owner has approved all insurance coverage required

by this Section 3.7; and (ii) Owner has been furnished with a certificate of insurance properly evidencing and confirming that Owner is an additional insured on Contractor's public liability and automobile liability policies. In the event that subcontractors are not covered by Contractor's policies of insurance, each subcontractor shall secure policies of insurance which meet the requirements of this Section 3.7, taking into consideration the nature of the subcontracted Work and the amount of the relevant subcontract; provided, however, that all subcontractors must provide statutorily compliant insurance in accordance with section 3.7.2(A), below.

3.7.2 Amount of Insurance. Contractor shall take out and maintain, at its sole cost and expense, the following insurance coverage during the term of this Agreement and all other times during which Contractor, its employees, agents, or subcontractors shall be present at the Facilities, whether performing or correcting any portion of the Project:

(A) Worker's Compensation, Employer's Liability, and Occupational Disease Insurance. Statutorily required worker's compensation insurance, including employer's liability and occupational disease coverage, to the extent mandated by applicable Florida state law, on all of Contractor's employees engaged in the Project;

(B) Public Liability. Commercial general liability insurance (including contractual, independent contractors, explosion, and product/completed operations coverages) against damage because of bodily injury, including death, or damage to property of others, such insurance to afford protection to the limit of not less than One Million Dollars ($1,000,000.00) in one occurrence, and to the limit of not less than Two Million Dollars ($2,000,000.00) annual aggregate;

(C) Business Automobile Liability. Business automobile liability insurance against damage because of bodily injury, including death, or damage to property of others as the result of the operation of any automobile owned or hired by Contractor, with such insurance to afford protection to the limit of not less than Five Hundred Thousand Dollars ($500,000.00) for any one person, not less than One Million Dollars ($1,000,000.00) in respect to any one accident, and not less than One Hundred Thousand Dollars ($100,000.00) for property damage.

4. All Risk Insurance. Prior to Contractor's commencement of performance, Owner shall provide Contractor a certificate of insurance evidencing that Owner has in place an "All Risk" insurance policy on all its Facilities that will provide coverage for all installed Measures. If any of the Measures are damaged or destroyed after they are installed to Owner's Facilities, but prior to Final Acceptance of the Project, the proceeds of such insurance shall be provided to Contractor, and Contractor shall repair or replace such equipment, materials or Measures. If the proceeds of such insurance are insufficient to fully pay Contractor for its costs incurred to repair or replace such equipment, materials, or Measures, Owner shall promptly pay to Contractor such shortfall.

In addition, if any of the Measures are damaged or destroyed after Final Acceptance of the Project and during the Savings Guarantee period, Owner shall be obligated to promptly repair or replace the damaged or destroyed Measures.

Owner agrees to maintain in full force and effect the All Risk policy during the entire term of this Agreement.

4.1. Title and Risk of Loss. Risk of Loss for all equipment and materials provided by Contractor or any subcontractor shall transfer to Owner upon installation of such equipment and materials to Owner's Facilities. Title to a Measure shall vest with Owner upon installation and payment to Contractor. It is the intent of all parties that any transfer of title to Owner pursuant to this Agreement shall occur automatically without the necessity of any bill of sale, certificate of title, or other instrument of conveyance.

Owner shall be responsible for operating and maintaining all Measures that are installed. Owner shall also be responsible for any real or personal property taxes related to the Measures.

4.2 Waiver of Subrogation. Owner and Contractor hereby release each other and each other's employees, agents, and subcontractors from any and all liability for any loss of or damage or injury to person or property arising during the Project by reason of fire or other casualty or any other risk or cause which is or which is required to be insured against under this Agreement, regardless of cause, including the negligence of Owner or Contractor and their respective employees, agents, and subcontractors, and agree that all insurance carried by either of them shall contain a clause whereby the insurer waives its right of subrogation against the other party. Because the provisions of this paragraph are intended to preclude the assignment of any claim mentioned herein by way of

subrogation or otherwise to an insurer or any other person, each party to this Agreement shall give to each insurance company which has issued to it one or more policies of insurance required by this Agreement notice of the provisions of this paragraph and have such insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance by reason of the provisions of this paragraph.

5. Contract Price and Payments.

5.1 Contract Price. In consideration of Contractor's performance of the work necessary for the completion of the Project, Owner shall pay Contractor the sum of Six Million Four Hundred Sixty-Five Thousand Two Hundred Ninety-Six Dollars ($6,465,296) (herein the "Contract Price"), in accordance with the provisions of this Section 5.

5.2 Concerning Payment of the Contract Price. The following provisions shall apply to payment of the Contract Price:

5.2.1 Applications for Payment. Payment of the Contract Price shall be made in monthly installments based upon Contractor's progress in completing the installation of the Project, except that Contractor shall be paid an initial amount which is intended to reflect the work and services performed by Contractor prior to execution of this Agreement, including the work and services Contractor performed pursuant to the PDA, which amount shall equal 10% of the Contract Price (the "Initial Payment"). Contractor's request for the Initial Payment shall be submitted to Owner upon the execution and delivery of this Agreement. With respect to monthly progress payments, Contractor shall submit to Owner each month, an application for payment on a form mutually agreeable to Contractor and Owner. Owner shall pay or cause to be paid invoice for such payments within 30 days of receipt. For payments not timely made, interest shall accrue at 10% per annum.

5.2.2 Completion and Inspection; Acceptance. When Contractor reasonably believes that an ECM, a Facility or the entire Project is complete, it shall notify Owner that such ECM, Facility or the entire Project is ready for inspection and acceptance. Within five business days following such notification, Owner shall commence to conduct such inspections as it deems necessary or appropriate in order to determine that the ECM, Facility, or the entire Project, as the case may be, is free from defects and that the installation

of the ECM, Facility, or the entire Project, as the case may be, has been completed in conformity with the Contract Documents. If any aspect of the ECM, Facility, or the entire Project, as the case may be, shall be incomplete as of the date of such inspection, Owner shall notify Contractor in writing as to the items that render the ECM, Facility, or the entire Project, as the case may be, incomplete (such writing herein referred to as the "Punch List").

Contractor shall, at its expense and without further cost to Owner, undertake to perform such work as will complete the Punch List in compliance with the Contract Documents as soon as practicable. Contractor retains the right to dispute that an item or items on the Punch List is required by the Contract Documents. If Contractor does not satisfactorily complete the Punch List by a date 30 days following Owner's submission of the Punch List (herein the "Completion Date"), Owner shall have the right to order Contractor to stop any further work in respect of the particular ECM, Facility, or the entire Project, as the case may be, and Owner shall be entitled to complete the Punch List. In such event, Contractor shall be responsible for all costs incurred by Owner in completing the Punch List and Owner shall have the right to deduct all costs from any payment then or thereafter due to Contractor. If such cost exceeds the balance of the Contract Price then or thereafter due Contractor, Contractor shall pay such excess to Owner within 10 days following Owner's demand therefor.

Owner will give Contractor prompt written notice of acceptance of a particular ECM, Facility or the entire Project, as the case may be, in the form of Schedule 1 (herein the "Final Acceptance"), when the following conditions have been met:

A. Contractor shall have completed the Punch List to Owner's reasonable satisfaction and Contractor shall have corrected any other non-conforming items or condition, if any, reported to it by Owner;
B. Contractor shall have furnished to Owner's reasonable satisfaction, evidence that all equipment and labor costs incurred or accrued in connection with a particular ECM or Facility have been paid; and
C. Contractor shall have delivered to Owner all drawings and documents required to be furnished by Contractor pursuant to the Contract Documents.

If Owner is required to complete the Punch List, the date of Final Acceptance shall be extended to the date upon which the Project is completed by Owner, or any person retained by Owner, in accordance with the Contract Documents.

5.2.3 Final Payment. Any sums due and owing in respect of the Contract Price shall be payable to Contractor within 10 calendar days after the date Owner gives written notice of its Final Acceptance of the entire Project.

6. Independent Contractor. It is understood and agreed by the parties hereto that Contractor shall perform the Project according to its own means and methods and shall for all purposes be an independent contractor. All persons employed by Contractor in connection with the Project shall be paid directly by Contractor, and shall be subject to Contractor's orders and supervision.

7. Inspection; Defective Work. Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Owner. It shall, within forty-eight hours after receiving written notice from Owner to that effect, proceed to remove from the Facilities all materials that fail to conform to the Contract Documents.

8. Termination.

8.1 Owner's Right to Terminate.

8.1.1. Termination for Cause. Any misrepresentation by the Contractor of its ability to perform the Work described in Exhibit A places the Contractor in default and shall be just cause for termination of the Contract. In such case, the City may award the remaining, unperformed portions of the Contract to the next lowest responsible Contractor who can demonstrate the ability to perform the Work, for the remainder of the Contract period, or may rebid as the City may decide. In the event of such default and termination, any completed services performed by the Contractor under the Agreement shall, at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any Work completed to the reasonable satisfaction of the City. In such instance, the Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of Agreement by the Contractor, and the City

may withhold any payments to the Contractor for the purposes of set-off until such time as the amount of damage due to the City from the Contractor can be determined.

8.1.2. Termination for Convenience. The City may terminate the Contract, in whole or in part at any time for any reason by giving 30 days prior written notice, when it is in the best interest of the City. If the Contract is terminated by the City, as provided herein, the Contractor will be paid for the Work completed as of the date of termination. Upon receipt of the notice of termination issued under this section, the Contractor shall discontinue all work, cease any deliveries, shipment or carriage of goods, and make available to City's Project Manager any and all reports, data, specifications, photos, estimates, summaries, and information as are required by the Contract.

8.2 Contractor's Right to Terminate or Stop Work. Should Owner fail to perform any material term or condition of the Contract Documents, Contractor shall be at liberty, after 30 days written notice to Owner and Owner's failure to remedy the problem within that time period, to terminate this Agreement or stop work. If Contractor elects to stop work, Contractor shall not be required to recommence work until such time as Owner has completely remedied its breach.

8.3 Contingency. This Agreement is expressly contingent upon the Owner successfully securing financing that, in its reasonable commercial judgment, is sufficient to fund the Project. The Owner shall use its best reasonable efforts to secure such financing. The Agreement may be terminated by Contractor upon written notice to the Owner in the event that this contingency is not satisfied within sixty (60) days of the date of this Agreement, and in such event the Parties shall have no further obligations hereunder, nor shall either party be liable for any damages alleged to have occurred as a result of the termination of this Agreement; provided, however, in the event Owner does not secure financing, it shall none the less be obligated to Contractor in the amount of the December 2016 PDA Fee.

9. Delays. Should Contractor be obstructed or delayed in the prosecution or completion of the Project by the act, negligence, delay, or default of Owner or by any other damage, act or cause beyond the reasonable control of Contractor or any subcontractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of such event. If Contractor is delayed by actions or inactions of Owner or its agents or employees, Owner shall be required to reimburse Contractor for its additional costs incurred as a result of such delay.

10. Contractor to Furnish Required Statements. Contractor shall provide all statements, affidavits, waivers, and other instruments required by state or federal law or regulation or by local ordinances or rules, at such times and in the form required by said laws, regulations, ordinances, or rules, and Contractor hereby acknowledges receipt of notice from Owner to furnish same.

11. Nondiscrimination Equal Employment Opportunity and Americans with Disabilities Act. Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (or, the "ADA") in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of Work and services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 1/2), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

12. Domestic Partner Benefits Requirement. Contractor shall comply with City Ordinance No. O-2012-028, § 2, 11-7-2012 (the "Domestic Partner Benefits Ordinance"), by providing benefits to domestic partners on the same basis as it provides benefits to its employees' spouses and the children of spouses, with certain exceptions as provided by the Ordinance to domestic partners. For purposes of this provision, the term "domestic partners" shall mean any two (2) adults of the same or opposite sex, who have registered as domestic partners with Broward County pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one (1) of the domestic partners."

By entering into this Agreement, Contractor agrees to incorporate the following terms associated with the Domestic Partner Benefits Ordinance:

12.1. The Contractor certifies and represents that it will comply with this section during the entire term of this Contract;

12.2. The failure of the Contractor to comply with this section shall be deemed to be a material breach of the Contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law;

12.3. The City may terminate this Contact if the Contractor fails to comply with this section.

12.4. The City may retain all monies due tor to become due until the Contractor complies with this section.

12.5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

13. Miscellaneous Provisions.

13.1. Governing Law; Venue. This Agreement shall be construed in accordance with and 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.

13.2. Notices. Unless otherwise specifically provided herein, any notice, consent, request, demand, report or statement (herein "Notice"), which is required or permitted to be given to or served upon either party hereto by the other party hereto under any of the provisions of this Agreement shall be in writing and deemed to be duly delivered when (i) personally delivered to Contractor, or personally delivered to Owner in the case of a Notice to be given to Owner, or (ii) deposited in the United States mail, registered or certified, postage prepaid, and properly addressed as follows:

If to Owner:
Albert Carbon, Public Works Director
City of Oakland Park
3650 Northeast Avenue
Oakland Park, Florida 33334

If to Contractor:
Gregory F. Collins, President
Energy Systems Group LLC
4655 Rosebud Lane
Newburgh, Indiana 47630

Either party may change its address or its designated representative for receipt of notices by submitting a notice in compliance with this Section.

If Owner has questions about billing, invoices or any other accounting or related administrative issues, it can make contact (which will not constitute Notice) with:

Drew Bailey, Vice President, Finance & Accounting
Energy Systems Group, LLC
4655 Rosebud Lane
Newburgh, IN 47630
(812) 492-3754
dbailey@energysystemsgroup.com

13.3. Claims for Damages. Any claims by either party hereto for bodily injury or damage to personal property caused by any act or omission of the other party hereto or by any of such party's employees or agents or others for whose acts it is legally liable shall be made in writing to such other party within a reasonable time after the occurrence or first knowledge of such injury or damage.

13.4. Assignment. Neither party shall assign, transfer, pledge, or grant any security interest in, or otherwise dispose of, this Agreement or the equipment or any interest in this Agreement or the Equipment without first obtaining the other party's written consent. Subject to the foregoing, this Agreement shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

13.5. Waivers. The failure of either party hereto to insist upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provision or the relinquishment of any such rights unless such waiver is in writing and signed by both parties.

13.6. Remedies Cumulative. Each remedy provided for by the Contract shall be cumulative and in addition to every other remedy provided for herein, by law or in equity. Upon the occurrence of a default, hereunder, either party, or its assignee, may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Agreement, and (ii) recover damage for breach of this Agreement. Notwithstanding the exercise of any right, remedy or privilege, the parties shall remain liable for all covenants and indemnities under this Agreement.

13.7. Tests. If the Contract Documents or the laws, ordinances, rules, or regulations of any public authority having appropriate jurisdiction require inspection, testing, or approval of any of the work, Contractor shall give Owner timely notice of Contractor's readiness for such inspection, testing, or approval and of the date thereof so that Owner may be present to observe such inspection, testing, or approval by such public authority. Contractor shall be responsible for and pay all costs for any such inspection, testing, or approval unless otherwise provided for herein. All required licenses, permits, or certificates applicable to any such inspection, testing, or approval shall be obtained by Contractor and promptly delivered to Owner.

13.8 Hazardous Materials. If during the performance of the services related to the Project, the presence of Hazardous Materials is discovered or reasonably suspected, Contractor shall notify Owner of such discovery or suspicion and shall be permitted to immediately cease all work that may require contact with or exposure to such hazardous materials until Owner has inspected the same and Owner has made arrangements for the removal of the same at its expense. Contractor shall be entitled to an extension of the time fixed for the completion of the work equivalent to the time required to remediate such Hazardous Material. "Hazardous Materials" includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities. Including without limitation, asbestos, mold, lead paint and soil or water contamination of any kind, unless expressly included within the Scope of Work.

13.9. Amendments. No amendment, supplement, or modification hereof shall be effective for any purpose unless the same is in writing and signed by both parties hereto.

13.10. Headings. The headings of sections and subsections of this Agreement are for convenience of reference only and shall not affect the meaning or construction of any provision hereof.

13.11. Public Records Compliance. Contractor shall comply with Florida's Public Records Law provided in Chapter 119, Florida Statutes. In particular, Contractor shall, in the performance of this Agreement:

13.11.1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

13.11.2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Florida Statues, or as otherwise provided by law;

13.11.3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

13.11.4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and return or destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the requesting agency.

13.11.5

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

Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298
renees@oaklandparkfl.gov

13.12. Scrutinized Companies Prohibited from Performing Work. Contractor shall not, in accordance with Florida Statute § 287.135, as amended, engage, enter into a subcontract with or otherwise hire subcontractors to perform Work or to provide goods or services pursuant to this Agreement in an amount equal to or greater than $1 million that: (a) are on the boycott Israel List; (b) are on the Scrutinized Companies with activities on the Sudan List; are on the Scrutinized Companies with activities in Iran Petroleum Energy Sector List; (c) or are engaged in business operations in Syria or Cuba.

13.13. Non-Appropriation. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account therefor shall be incurred beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Agreement.

13.14 Taxes. The Contractor will pay all applicable sales, consumer use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.

13.15 Entire Agreement. This Agreement, together with the Contract Documents, represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements whether written or oral.

[Remainder of page intentionally left blank; signature page to follow.]

13.16 Authority to Execute Contract. This Contract is executed by Owner pursuant to a resolution of Owner duly adopted at its regular meeting called and held on the 15th day of November, 2017.

CITY OF OAKLAND PARK, FLORIDA

By _____
Tim Lonergan

Its City Mayor

ATTEST:

By _____

Its _____

ENERGY SYSTEMS GROUP, LLC

By _____
Gregory F. Collins

Its President

ATTEST:

By _____
Angela L. Rawlinson

Its Contracts Manager

SCHEDULE 1
ACCEPTANCE CERTIFICATE OR FINAL ACCEPTANCE CERTIFICATE

(This is a sample form and will be modified, completed and signed after installation of an ECM, Facility or the entire Project, as the case may be)

Energy Systems Group, LLC
4655 Rosebud Lane
Newburgh, IN 47630

Re: Guaranteed Energy Savings Performance Contract, dated as of November 15, 2017 (the "Agreement"), between Energy Systems Group, LLC (the "Contractor") and the City of Oakland Park, Florida (the "Owner").

Ladies and Gentleman:

In accordance with the Agreement, Owner hereby certifies and represents to, and agrees with, Energy Systems Group, LLC as follows:

The ECM (or ECMs), Facility (or Facilities), or the entire Project, as the case may be, (as defined in the Agreement) have been delivered, installed, and accepted as of November 15, 2017 (the "Acceptance Date").

Owner has conducted such inspection and/or testing of the ECM (or ECMs), Facility or the entire Project, as the case may be, as it deems necessary and appropriate and hereby acknowledges that it accepts the ECM (or ECMs), Facility, or the entire Project, as the case may be, for all purposes.

No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Sincerely,

CITY OF OAKLAND PARK, FLORIDA

By: _____

Its: Mayor

Date: November 15, 2017

SCHEDULE 2
ANTICIPATED PAYMENT REQUEST DRAW SCHEDULE

Start Date	Amount
Contract Approval	10%
Monthly Progress Payments	On Going Monthly
Job Final	5%

EXHIBIT A
SCOPE OF WORK

The project is broken out into two separate funds that pertain to City operations:

- **Enterprise Fund (EF)**
- **General Fund (GF)**

*The Scope of Work herein relates solely to the EF and is currently included as a part of the parties' November 15, 2017 Agreement. City acknowledges and reserves the right to direct ESG to take a phased approach (first phase being the EF items included currently, and subsequent phases that may include additional EF and GF items) in implementation of ESG's proposed Measures. This Scope of Work document, therefore, may be utilized for subsequent project phases that are developed. The acceptance of any subsequent phased implementation stage will be handled as an amendment to this Contract; provided, however, that implementation of a subsequent phase shall not delay the City's acceptance of Work previously performed and completed or the initiation of ESG's Performance Guarantee. Furthermore, the City reserves the right to implement future Work or services proposed by ESG following the City's Final Acceptance of Work performed pursuant to this Contract through a subsequent guaranteed energy savings performance contract(s).

EF includes the following Departments and Facilities and Measures that pertain to them:

EF Departments and Facilities:

- EF-A Water/Sewer Utility Department

EF Measures:

- EF-1 – Water Meter Upgrade

The following indicates the measure that applies:

EF-1 – Water Meter Upgrade that pertain to the EF-A Water/Sewer Utility Department

Enterprise Fund (EF)

EF-1 Water Meter Upgrade

ESG will complete the documented scope of work at the following facility:

- EF-A Water/Sewer Utility Department

This measure is to install a fully functional cellular based Automated Water Meter (Badger E-Series Meters) installation to improve accuracy of the system and provide real time meter use data for billing and water leak purposes.

The following table identifies the quantities and sizes of pre-existing water meters to be replaced with new Badger E-Series Ultrasonic meters with cellular radio.

Meter Quantity by Size	
Meter Size	Quantity
5/8"	6,422
3/4"	137
1"	1,483
1.5"	297
2"	420
Total	8,862

Retrofit the following E-series meters that were exchanged during the testing phase, with cellular radios – (41) 5/8x3/4", (41) 1", (19) 1.5", and (2) 2".

ESG has included in the above list, a total of 100 meters (100 – 5/8" x 3/4") with integral shutoff valves for remote operation of valve. City to provide ESG with addresses during installation phase regarding the services that these will need to be installed at.

The following table identifies the quantities and sizes of pre-existing water meters to be replaced with new Badger compound meters (CSM Series) with cellular radio.

Meter Quantity by Size	
Meter Size	Quantity
3"	2
4"	6
6"	8
Total	16

IN addition to the above listed meters, ESG will include an additional total of fifty (50) meters to serve as stock for the City. The stock meters included is as follows – (30) – 5/8", (3) – ¾", (7) – 1", (5) – 1.5", and (5) – 2".

Based on City's direction, ESG will include in scope replacing (14) Interconnect Master Meters that are part of the water supply from neighboring City/County Utilities with Badger M5000 Mag meters with cellular radios. (8) 6" meters plus (6) 8" meters, total of (14), based on City's input. (12) of these meters are owned by Ft. Lauderdale Water Utility, and (2) are owned by Broward County Water Utility. Location information of these meters is included in Appendix-A1 Master Meter Locations of this exhibit based on information provided by the City and information available on the City website. These are currently not included in scope and price. The City will arrange for permission to replace these meters from the respective utilities that currently own these, and arrange for access.

The new system shall include the following:

- Software Engagement for hosted solution via Badger's Beacon system.
- The City will require to enter into a 10 yr cellular service agreement for hosted meter read/data. This includes wireless transmission and software.
- During the pre-deployment phase, ESG conducts a data analysis to ensure we have all of the existing system information. ESG will also work closely with the City's utility billing vendor to define a mass meter change out interface, used to send change out data back into the billing system.
- Network data collection - Interface with City's Tyler Munis system for electronic billing data interface and validation. Meter reading for the new meters will be collected via the Badger's Beacon System via the cellular transmission, and transmitted to the City's Tyler Munis system.
- Account data is uploaded into the handheld devices utilized by installation field crews. Installation teams proceed in route sequence order, verifying current data, collecting old meter data, and recording data for the new meter and transmitter.
- New meter and transmitter data will be evaluated by data analysts twice a week for upload to the billing system.
- Mass Meter Export to update Tyler Billing system.
- Field Order Management – Capture old meter final reading, and new meter serial/transmitter/ID numbers.

ESG also includes:

- Installation of a total of 8,124 double check valves on the 5/8", 3/4", and 1" services. Double check valves will be provided by the City to ESG, and scope includes only the installation of the double check valves.
- Composite meter lids on existing meter boxes for the 8,878 services.
- GPS location log of the 8,878 meters and photographs that indicate installation

ESG will return all existing meters and lids that are removed by ESG or its subcontractors to the City. Removed equipment will be placed on pallets. Details will be worked out between ESG and Oakland Park stake holders during installation regarding location of delivery. ESG assumes that the City will be responsible for the proper disposal of all meter-related equipment, lids, and materials returned from the field

ESG will coordinate route installations working closely with the city's billing department to execute the project in a planned and organized manner. ESG will provide additional training for City personnel, over and above manufacturers training, to develop skill, expertise, and comfort with the new system.

Project Assumptions

- ESG assumes that all residential meters will be released in route read order. ESG further assumes that the utility will provide a meter-reading/black out schedule prior to the project start date.
- Space to park trailer or storage unit will be provided by City to ESG at the Utility Facility
- ESG assumes old meters, lids or materials will be returned to the utility facility for disposal or relocation by the Utility.
- ESG assumes it will not be responsible for sorting, palletizing, labeling or packaging of old meters.
- ESG includes door hangers (will be left on door knobs of customers) for customer notification of both completed installations and uncompleted attempts requiring customer contact.
- ESG assumes a seamless flow of work. ESG further assumes there will be no work stoppages other than designated holidays and weather days.
- The price proposal is based on a five-day work week; however, ESG requests the right to work Saturdays and evenings as necessary in the event of delays or to meet customer appointment needs.
- ESG assumes that if tampering or an unsafe condition is found requiring the technician to wait for a utility employee to arrive, the response time will not exceed 30 minutes.
- ESG assumes all meters are located outside and are readily accessible by technician and work vehicle. ESG further assumes that the City will provide keys where meters are located behind locked gates. In case of hard to access meters, ESG will notify City and City will make arrangements for access. Rescheduling of appointment for the hard to access meters is included once and within 5 days of proving notification to the City. The meters for which the exchange cannot be accomplished within this timeframe will be turned over to City for installation at a later date.
- Guarantee of network performance to transmit meter readings to Badgers Beacon system based on manufacturer's warranty, which ESG hereby assigns to the City, is included.

Water Meter Installation

- Water meter installation will involve either complete exchange of existing meter with new meter, encoder register, and endpoint or retrofit of the existing meter register with new endpoint.
- ESG assumes meters are not located in a confined space as defined by OSHA.
- ESG assumes that the Utility will provide assistance with unsafe meter installations or other special circumstances.
- ESG assumes that water meter exchanges are like for like, same lay and length, and no major plumbing is required.
- ESG assumes it will not be responsible for the disposal of lead seals or other hazardous waste.

- ESG will not be responsible for the repair of pre-existing conditions such as excessive corrosion, plumbing irregularities, and code violations.
- ESG assumes that it will only be responsible for the repair of damages caused directly by ESG and its subcontractor services.
- ESG will not be held responsible for damages occurring more than 18" on either side of the water meter, unless directly attributable to the negligence of a ESG or its subcontractors installation technician.
- ESG assumes that water meters are on setters or equipped with standard meter connections that can be reused during installation activities.
- Scope does not include additional labor or groundwork needed to access meters (including but not limited to excessive digging and the cutting, removal, and replacement of asphalt or concrete).
- ESG assumes curb stops and valves are in good working condition.
- ESG assumes it will return all removed material including water meters, rubber washers, etc. to a single location for sorting and removal by the Utility.
- The cellular endpoints will be attached and installed through the new lids, and the top of the end point will be located on the upper surface (outside surface) of the lid.
- Scope does not include testing of new or removed meters
- Pricing does not include repair or replacement of meter boxes or meter vaults.

The following list of additional work that may be required and is beyond the scope of this project.

- Piping repair beyond what is included in scope
- Replacement, relocation, or height adjustment of meter box/vault
- Double check valve/backflow prevention on service sizes 1" and above
- Tarmac and Concrete related work
- Remote location and wiring of cellular radio/endpoints
- Meter setters

Training

ESG will interface between the manufacturers software system (Badgers Beacon) and City during commissioning and setup stages. Technology training is included. Daily verification and exceptions of installation, and troubleshooting software issues is included. A total of 20 hours of training spread over multiple days, is included on the Badgers Beacon system.

Appendix A1 – Master Meter Locations

City of Oakland Park

3/15/16

Fort Lauderdale Meters

Meter #1 Stations 4300 ne 12 terr

1. B-2 (B2-A. 12 grinder pump stations)
2. B-3
3. Ls#1
4. Ls#2
5. LS#3

Meter #2 Stations Ne 12 Ave & 38 St

1. C-1 (Millstead. C-3. farmstore.C-4)
2. B-1
3. C-2
4. D-3 (D-5)

Meter #5 Stations Ne 38 St & 20 Ave

1. Ls#5
2. Ls#6 (LS#7)
3. LS#4
4. A-2

Meter #11 Nw 9 Terr & Commercial Blvd

1. D-12

Meter#12 Nw 19 Ave & 27 St

1. Rock Island

Broward County Meter 441 & Nw 35 st

1. D-11 (D-6)
2. D-13
3. D-4
4. D-1
5. D-7 (D-8, D-9, D-10)
6. D-2

No Meter

D4-A

D-14 Repump in Parenthesis

Oakland Park (OKP) Master Meter Connections
With Fort Lauderdale (FTL)

OKP Meter #	FTL ID #	FTL Account #	Meter Size	Location of Master Meters
1	7200284	370-3800-7002	6"	1001 East Oakland Park Blvd
2	635595	370-40003007	6"	2054 East Oakland Park Blvd
3	70685360	370-4500-2004	6"	1601 NE 45 Street
4	700961700	370-3000-2006	8"	4500 NW 31 Avenue
5	706321-40	370-5250-3001	8"	3500 NW 31 Avenue
6	4210594000	370-6200-7001	6"	1690 West Prospect Road
7	10722622	370-6300-5004	6"	1600 NW 41 Street
8	6906501	370-6500-0003	6"	499 West Prospect Road
9	802680100	370-7000-0006	6"	2 NE 38 Street
10	72230820	370-7800-3002	8"	2604 NW 21 Avenue
11	72359770	370-8000-9005	6"	2610 NW 26 Avenue
12	49504078	370-3700-9009	8"	1300 NE 38 Street

The City has many interconnections with the City of Fort Lauderdale and two interconnections with Broward County. The interconnections with Broward County are located near the addresses below:

- N.W. 29th Street, near N.W. 30th Avenue off Oakland Park Boulevard
- South of Oakland Park Blvd. between N.W. 29th Avenue and N.W. 31st Avenue

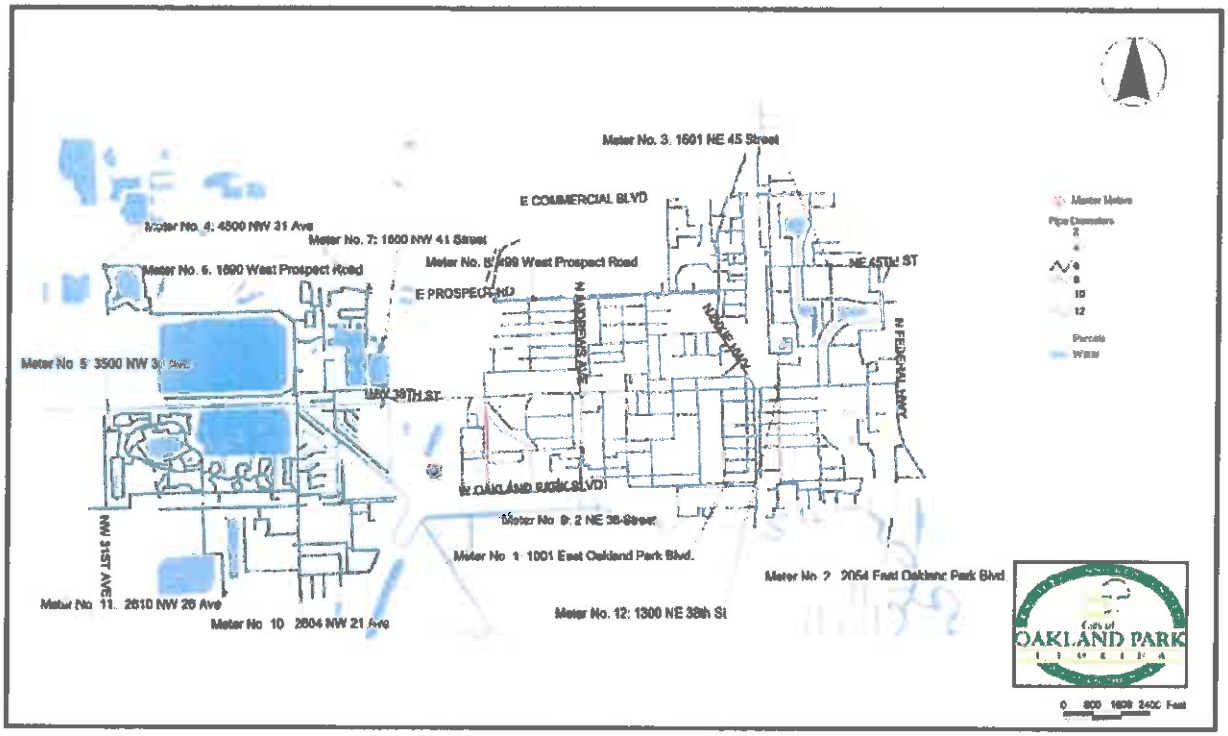


Figure 3-2 Transmission and Distribution System Including Fort Lauderdale Interconnection Locations

EXHIBIT B
PERFORMANCE GUARANTEE AND MEASUREMENT AND VERIFICATION PLAN

Measurement and Verification (M&V) is required to verify the achievement of energy savings and meter accuracy benefits as required for the project. Properly applied M&V accurately assesses energy savings, allocates risks to the appropriate parties, reduces uncertainties to reasonable levels, monitors equipment performance, finds additional savings, improves operations and maintenance, verifies that the savings are met, and allows for future adjustments as needed.

This M&V plan is prepared by ESG to help both parties agree on the methodologies to justify savings for energy conservation measures covered in the project. This M&V plan specifies the approach to monitor the actual energy savings associated with the project, provides sample energy savings calculation documents, and describes the methodology, measurement, and monitoring format of actual energy savings.

1.0 DEFINITIONS

When used in this Agreement, the following words in bold font shall have the meanings ascribed to them below:

"Acceptance of Installation" means an authorized representative of the CITY has inspected and accepted that ESG installed Improvement Measures are operational and comply with contract performance requirements and specifications. The CITY'S acceptance shall not relieve ESG from responsibility for continued compliance with contract requirements during the contract term. The Acceptance of Installation shall occur after Substantial Completion.

"Annual Project Benefits" is defined as the portion of the Guaranteed Measured Project Benefits to be achieved in any one Guarantee Year of the performance Guarantee Term.

"Annual Project Benefits Realized" are the Project Benefits actually realized for any one year of the Performance Guarantee Term.

"Annual Project Benefits Shortfall" are the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Performance Guarantee Term.

"Annual Project Benefits Surplus" are the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Performance Guarantee Term.

"Approval" means the CITY has completed review of submittals, deliverables or administrative documents (e.g., insurance certificates, installation schedules, planned CITY interruptions, etc.) and has determined that the documents conform to contract requirements. The CITY's approval shall not relieve ESG from responsibility for complying with contract requirements.

"Baseline" is the mutually agreed upon data and/or water usage amounts that reflect conditions prior to the installation of the Improvement Measures comprising the Project as detailed in this contract.

"Baseline Period" The Baseline for the Water Meter portion of the project is the calendar year 2016.

"Construction Period" is the period of time beginning with commencement of ESG's performance of the Work and ending the day prior to the first day of the First Guarantee Year.

"Energy Baseline" shall be the energy consumption and costs prior to the installation of the energy conservation measures at the facilities. The baseline will consist of all base year energy bills applicable to the meters in the project. It may also consist of any estimated usage for unmetered energy consumption.

"Energy Conservation Measure (ECM)" is defined as the installation of new equipment/facilities, modification and/or alteration of existing equipment/facilities or rate structures or revised operations and maintenance procedures intended to reduce energy consumption of facilities/energy systems, improve equipment efficiency or provide equipment that complies with existing standards.

"Energy and Operational Savings" or **"Energy and Operational Cost Savings"** is the sum of the Energy Savings and Operational Savings as defined herein. Such term(s) shall be read consistently with the term "Energy, water, or wastewater cost savings," as defined within FLA ST § 489.145(3)(c).

"Energy Costs" shall mean charges for fuel adjustments, base services, transmission, tariffs, and distributions. The Energy Costs will normally be derived or imputed from the facility's utility bills. This method allows for updating savings calculations with changing rate schedules. In the event of a utility rate decrease, the utility rate(s) used to assign dollar cost will not drop below that of the escalated Baseline Period.

"Energy Savings" means a measurable reduction in Energy Costs and includes, but is not limited to, water meter accuracy benefits.

"Facilities" shall mean those buildings, utility systems, and mechanical equipment from which the water meter accuracy and other savings will be realized.

"Final Acceptance Date" shall mean the date all Improvement Measures comprising the Project (as defined in the Agreement) have been delivered, installed, and accepted by the CITY.

"First Guarantee Year" is defined as the period beginning on the first (1st) day of the month following the Final Acceptance Date and ending on the day prior to the first (1st) anniversary thereof.

"Guarantee Period" or **"Guarantee Term"** is defined as the period beginning on the first (1st) day of the First Guarantee Year and ending on the last day of the Term.

"Guarantee Year" is defined as each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Year throughout the Term of this Agreement.

"Guaranteed Savings" or ESG's **"Performance Guarantee"** is defined as the sum of all Energy and Operational Cost Savings.

"Improvement Measure" is defined as the installation of new equipment/facilities/water meters/technology, modification and/or alteration of existing equipment, facilities or rate structures or revised operations and maintenance procedures intended to improve water meter accuracy, or provide new equipment that complies with existing standards.

"Measured Project Benefits" are certain water meter accuracy benefits calculated in accordance with the methodologies detailed in the Performance Guarantee sections 4.0.

"Non-Measured Project Benefits" have been "mutually agreed to" by City and will be deemed achieved in accordance with the Sum of Project Benefits Table 3A. The City and ESG agree that the Non-Measured Project

Benefits may include, but are not limited to large water meter accuracy benefits, operational savings, and avoided future capital costs as a result of the project implementation. The Non-Measured Project Benefits shall not be measured by ESG at any time during the Support Services and Guarantee Term, but rather ESG's duty to deliver such benefits shall be considered fully satisfied upon the City's Final Acceptance of the Project.

"**Operational Costs**" shall include the "mutually agreed to" costs associated with operating and maintaining the facilities or servicing water meters. Operational Cost Savings shall not be measured or monitored by ESG at any time during the Support Services and Guarantee Term, but rather shall be considered fully satisfied upon the City's Final Acceptance of the Project. Examples include the cost of inside and outside labor to repair and maintain systems and equipment, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.

"Operational Savings" means a measurable reduction in Operational Costs, including identified capital savings. Operational Savings are stipulated based upon information supplied by the City and/or its utility service provider and parties' discussions with respect to reasonable predictions of future costs during the Guarantee Term.

"**Project Benefits**" are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved during the term of this agreement.

"**Performance Guarantee Term**" or **"Guarantee Term"** shall commence on the first day of the first month following the Final Acceptance Date and continue for fifteen (15) years.

"Retrofit Isolation Method" (if applicable to this Project) refers to energy audit methodologies that require pre-retrofit and post-retrofit measurements to isolate energy consumption and costs of specific facility equipment and systems impacted exclusively by this Agreement.

"**Support Services Agreement Term**" shall commence on the one-year anniversary of the Final Acceptance Date and continue annually until terminated by the City as outlined in the Support Services Agreement (Exhibit C).

"**Term**" shall be **15** years.

"**Total Guarantee Year Savings**" is defined as the amount of Energy and Operational Savings realized by Facilities in each Guarantee Year as a result of the Work.

"Total Project Benefits" is defined as the total amount of Measured Project Benefits (Meter Accuracy Benefits) plus the Non-Measured Project Benefits (Operational Savings and Avoided Future Cost Savings) realized over the 15-year term by the City as a result of the project implementation.

"Water Meter Accuracy Baseline" has been initially established by physical removal and certified independent testing of existing water meters, and incorporates normal wear and tear criteria. City and ESG stipulate and agree the test results provided by a third party are accurate and were in accordance with AWWA water meter testing standards and further agree to the baseline used to calculate increased billable water usage to be achieved by City.

"**Water Meter Accuracy Benefits**" are defined as the increased billable water usage/volume attributable to the implementation of the new, more accurate, water meters.

Water Meter Upgrade Section

SECTIONS 2 THROUGH 5 PERTAIN TO MEASURE - EF-1 – Water Meter Upgrade

2.0 PERFORMANCE GUARANTEE TERM AND TERMINATION

The Term of this Performance Guarantee shall commence on the first (1st) day of the first month following the Final Acceptance Date of the Work installed pursuant to this Agreement. The Performance Guarantee Term is fifteen (15) years, with support services provided annually unless terminated by the City as outlined in the Support Services Agreement (Exhibit C).

3.0 PERFORMANCE GUARANTEE

ESG guarantees to the City Measured Project Benefits will be realized in each Guarantee Year as shown in Table 3A - Sum of Project Benefits. Non-Measured Project Benefits will be considered fully satisfied at Final Acceptance of the Project.

Table 3A - Sum of the Project Benefits

	METER ACCURACY BENEFITS		NON MEASURED PROJECT BENEFITS		
PERIOD	MEASURED (a)	NON-MEASURED (b)	OPERATIONS EFFICIENCIES (c)	CAPITAL COST AVOIDANCE (d)	TOTAL
CONSTRUCTION	$ -		$ -	$ -	$ -
1	$ 615,221	$ 19,682	$ 114,433	$ 77,784	$ 827,120
2	$ 635,215	$ 20,322	$ 128,100	$ 80,118	$ 863,755
3	$ 655,860	$ 20,982	$ 161,402	$ 82,521	$ 920,765
4	$ 677,175	$ 21,664	$ 125,044	$ 84,997	$ 908,880
5	$ 699,184	$ 22,368	$ 128,795	$ 87,547	$ 937,894
6	$ 720,159	$ 23,039	$ 132,659	$ 90,173	$ 966,030
7	$ 741,764	$ 23,730	$ 136,639	$ 92,878	$ 995,011
8	$ 764,017	$ 24,442	$ 153,325	$ 95,665	$ 1,037,448
9	$ 786,937	$ 25,175	$ 192,722	$ 98,534	$ 1,103,370
10	$ 810,545	$ 25,931	$ 149,309	$ 101,490	$ 1,087,276
11	$ 834,862	$ 26,709	$ 153,788	$ 94,082	$ 1,109,441
12	$ 859,908	$ 27,510	$ 158,402	$ 87,214	$ 1,133,033
13	$ 885,705	$ 28,335	$ 163,154	$ 80,847	$ 1,158,041
14	$ 912,276	$ 29,185	$ 168,049	$ 74,945	$ 1,184,455
15	$ 939,644	$ 30,061	$ 245,601	$ 69,474	$ 1,284,780
TOTALS	$11,538,473	$ 369,136	$ 2,311,423	$1,298,268	$15,517,300

(a) Column A: These values are calculated utilizing the mutually agreed upon Measured Water Meter Accuracy Baseline for the 5/8", 3/4", 1", 1.5", and 2" meters. See Section 4.0. Additional explanation found below.

(b) Column B: These values are calculated utilizing the mutually agreed upon Water Meter Accuracy Baseline for the 3", 4", and 6" meters. See Section 4.0. Additional explanation found below.

(c) Column C: These Operational Cost Savings values are based on additional Non-Measured Project Benefits associated with Meter Reading fully discussed and agreed upon between City and ESG. See Section 5.2.

(d) Column D: These Operational Cost Savings values (specifically, stipulated capital savings) are based on additional Non-Measured Project Benefits fully discussed and agreed upon between City and ESG. See Section 5.2.

* Columns A and B assume an annualized inflation escalation rate of 3%, plus meter degradation factored in as described in section 4.1.3 and table 4F . Column C includes an annual inflation escalation rate of 3%, with a 10% decrease year over year for Guarantee Years 11 through 15. Inflation escalation rates were discussed by and between the parties and are based their mutual agreement.

** Water Meter Accuracy benefits will result in increased billable water usage/volume which logically yields some level of additional billable water revenue. There are many variables beyond ESG's control which may impact the results. Many of these variables are under the control of the City. Others, such as weather and demographics, are mutually uncontrollable variables. Within the context of the benefits projection, any variables not expressly assumed herein may warrant an adjustment to the Baseline.

3.1 Additional Project Savings and Benefits.

ESG may identify additional Project Benefits or Savings opportunities during the Construction Period or during any Performance Guarantee Year. Additional Savings and Benefits that can be demonstrated as a result of ESG efforts that result in no additional costs to the City beyond the costs identified in this Agreement may be credited towards achievement of the Performance Guarantee.

3.2 Project Savings and Benefits Prior during Construction Period

All Additional Savings and Benefits realized by the City that result from activities undertaken by ESG during the Construction Period as a direct result of the installed improvement Measures provided by ESG will be applied toward the overall Performance Guarantee.

3.3 Performance Guarantee.

The performance guarantee will be provided per the descriptions found in the following sections:

4.0 WATER METER ACCURACY BENEFITS

Support Services for Water Meter Accuracy Benefits will be provided as a component of the Support Services Agreement (Refer to Exhibit C). These Support Services will include:

- Executive Overview of the Project's Performance and Measured Project Benefits achieved to date.
- Testing of a Mutually Agreed Upon Representative Sample of Water Meters.
- Summary of the Measured Project Benefits accounting and calculations.

Within ninety (90) days following the anniversary of beginning of the First Guarantee Year, ESG will conduct Support Services for the post-retrofit Water Meter Accuracy Benefits associated with this Project. Such services shall continue on an annual basis throughout Guarantee Term unless terminated by the City as outlined in the Support Services Agreement (Exhibit C).

Water Meter Accuracy Benefits will begin to accrue following Final Acceptance of the water meter replacement portion of the performance based project. There is no expected substantial meter accuracy degradation of new meters installed by ESG for the first twenty (20) years the meters are in service. The meter manufacturer, however, only provides a 98.5% accuracy guarantee of new meters. The 5/8", 3/4" and 1" meters have an accuracy guarantee by the City's selected manufacturer for 20 years. The 1.5" and 2" meters have accuracy guarantee for 5 years. As a result, ESG bases its Measured Water Meter Accuracy Benefits and guarantee calculations on the new meter accuracy based on these conditions.

The City will cooperate with ESG in providing Support Services by authorizing ESG access to the City's relevant accounting records and facilities to monitor any installed equipment relating to such Measured Water Meter Accuracy Benefits pertaining to the Performance Guarantee. In the event that ESG is not provided immediate access to the relevant data from the City, ESG will contact a representative from the City to obtain this information. If there is a delay in receiving the information the ninety (90) day period will be reasonably extended to gain necessary access.

4.1 Water Meter Accuracy Benefits Methodology.

Water/sewer revenue is billed by metered water usage. Any applicable sewer charges are based on water consumption. If a water meter is not 100% accurate, all of the delivered water is not billed to the consumer by the City. As meters age over time, they become less accurate, thus creating an increasing percentage of unbilled water volume. By replacing the meters with new, more accurate models, the volume of water is more precisely measured, and consequently, billing is more precise. Additional operational savings and enhanced customer service capabilities are realized by utilizing automated reading features.

Based upon ESG's and City's investigation of the existing condition of certain City's water meters, City has concluded that a significant percentage of such water meters do not accurately measure billable consumption, and the City is losing potential billable consumption revenue due to this inaccuracy. By replacing inaccurate water meters with more accurate meters, it is expected that City will increase the volume of water registered by such meters and thereby increase measured billable consumption, assuming the same consumption levels prior to and after the Work has been performed. City recognizes, however, that actual revenues may differ from billable

revenues and that the amount of actual revenues achieved in future periods will depend on other factors besides improved meter accuracy such as, by way of example, collections ratio, consumption, and utility rates, among others.

The pre-retrofit accuracy of the 5/8" X 3/4", 1", 1.5", and 2" meter sizes has been calculated by testing a representative sample of the population and establishing the average accuracy of the meter population set forth in the Scope of Work. This calculated pre-retrofit accuracy has been applied to the larger meters (3", 4", and 6").

4.1.1 Baseline. The rates used for calculating increased billable water volume are the established Baseline Water/Sewer Rates, shown below in Table 4B-A, plus the agreed upon escalation rate of 3% annually. This rate will be used throughout the project savings guarantee term to calculate the benefit from the new more efficient meters.

Table 4B - Baseline Water / Sewer Usage Rates

Rate	$/kGal (1000 Gal) (Weighted Average over all Service Sizes)
Water	$7.2182
Sewer	$5.14

Table 4B-A Water/Sewer Usage Rates over the term of the Guarantee

Rates Used in Benefits Calculation/Baseline Usage Rate		
Usage Rate Water ($/1000 Gal)	$	7.22
Usage Rate Sewer ($/1000 Gal)	$	5.14

Usage Rates during Measurement and Verification Gaurantee Term			
	Projected Rate Increase	$/1000 Gal - Water	$/1000 Gal - Sewer
Implementation Phase	NA	$ 7.22	$ 5.14
Yr-1	3%	$ 7.43	$ 5.29
Yr-2	3%	$ 7.66	$ 5.45
Yr-3	3%	$ 7.89	$ 5.62
Yr-4	3%	$ 8.12	$ 5.79
Yr-5	3%	$ 8.37	$ 5.96
Yr-6	3%	$ 8.62	$ 6.14
Yr-7	3%	$ 8.88	$ 6.32
Yr-8	3%	$ 9.14	$ 6.51
Yr-9	3%	$ 9.42	$ 6.71
Yr-10	3%	$ 9.70	$ 6.91
Yr-11	3%	$ 9.99	$ 7.11
Yr-12	3%	$ 10.29	$ 7.33
Yr-13	3%	$ 10.60	$ 7.55
Yr-14	3%	$ 10.92	$ 7.77
Yr-15	3%	$ 11.25	$ 8.01

The following baseline of billable water usage was established based on information provided by the City to ESG. The City and ESG fully discussed and agreed to the following baseline of billable water usage. This data is shown below in Tables 4C - Baseline of Billable Water and Sewer Usage.

Table 4C - Baseline of Billable Water and Sewer Usage

	2016
Water (kGal Billed)	1,101,246
Sewer (kGal Billed)	916,956

4.1.2 Adjustments. Many factors determine actual water usage, such as; weather, local economy, population shifts, etc. ESG and the City have agreed on a Baseline Water Usage to calculate the financial benefit to the City.

4.1.3 Water Meter Test Results: The water accuracy model includes pre-replacement accuracy results for 5/8" x 3/4", 1", 1.5", and 2" size meters and is applied to the entire meter replacement population. Larger meters (3", 4" and 6") have not been included in testing due to the small number of larger size meters (16 total) that are present in the meter population, and also since these meters represent a very small percentage of the total water billed in the system.

The following table reflects the individual meter accuracy test results of our randomly selected and customer approved test batch.

Table 4D - AWWA Standard Test Results

0.625" x 0.75" Positive Displacement Meter

Ref #	Manufacturer	Serial #	Reading (kgal)	Minimum Flow		Intermediate Flow		High Flow		Weighted Average Accuracy (%)
				Rate (gpm)	Accuracy (%)	Rate (gpm)	Accuracy (%)	Rate (gpm)	Accuracy (%)	
1	Badger	16273759	399223.9	0.25	99.40%	2	100.50%	15	99.23%	100.1%
2	Badger	35610180	1020355	0.25	99.40%	2	101.49%	15	100.23%	101.0%
3	Badger	36404279	600350.6	0.25	97.39%	2	101.49%	15	99.83%	100.6%
4	Badger	32717905	105256.1	0.25	97.39%	2	100.50%	15	99.73%	99.9%
5	Badger	35842725	524626.7	0.25	99.40%	2	99.50%	15	99.63%	99.5%
6	Badger	36217153	352328.7	0.25	99.40%	2	100.50%	15	99.93%	100.2%
7	Badger	29012895	1488339.9	0.25	93.37%	2	98.51%	15	96.63%	97.5%
8	Badger	19178341	739815.2	0.25	99.40%	2	100.50%	15	99.63%	100.2%
9	Badger	16630316	1000506.5	0.25	99.40%	2	100.50%	15	99.33%	100.2%
10	Badger	99849965	1844051.1	0.25	99.40%	2	100.50%	15	99.53%	100.2%
11	Badger	16225945	637347.7	0.25	98.39%	2	100.50%	15	99.39%	100.0%
12	Badger	15932834	1.2	0.25	0.00%	2	0.00%	15	0.00%	0.0%
13	Badger	32717863	454059.8	0.25	99.40%	2	100.50%	15	99.79%	100.2%
14	Badger	14691757	61456.8	0.25	0.00%	2	100.50%	15	99.79%	85.3%
15	Badger	15676638	1079284.2	0.25	98.39%	2	100.50%	15	99.59%	100.0%
16	Badger	32074260	1010040.9	0.25	98.39%	2	101.49%	15	99.69%	100.8%
17	Badger	32762253	1002359.4	0.25	90.36%	2	100.50%	15	100.09%	98.9%
18	Badger	16630376	1009780.8	0.25	99.40%	2	101.49%	15	100.09%	101.0%
19	Badger	16479388	1004877.2	0.25	1.00%	2	1.99%	15	99.99%	16.5%
20	Badger	99143639	1004979.3	0.25	1.00%	2	100.50%	15	98.89%	85.3%
21	Badger	15676705	2631601	0.25	0.00%	2	0.00%	15	3.90%	0.6%
22	Badger	10417741	311805.7	0.25	96.58%	2	100.60%	15	99.33%	99.8%
23	Badger	32718095	481382.4	0.25	97.59%	2	101.59%	15	100.13%	100.8%
24	Badger	97553371	999434.2	0.25	99.60%	2	100.60%	15	100.53%	100.4%
25	Badger	32385571	1159812.2	0.25	95.57%	2	99.60%	15	98.93%	98.9%
26	Badger	40413999	442189.2	0.25	97.59%	2	100.60%	15	99.53%	100.0%
27	Badger	32213812	1021747.1	0.25	96.58%	2	99.60%	15	99.33%	99.1%
28	Badger	18807805	999407.4	0.25	97.59%	2	100.60%	15	99.63%	100.0%
29	Badger	29426217	660583.9	0.25	0.00%	2	100.60%	15	99.93%	85.4%
30	Badger	12539202	217857.2	0.25	96.58%	2	100.60%	15	99.93%	99.9%
31	Badger	13685362	246828.3	0.25	100.50%	2	101.49%	15	99.60%	101.1%
32	Badger	18052898	680614.6	0.25	95.48%	2	98.51%	15	97.20%	97.9%
33	Badger	36626031	326808.9	0.25	99.50%	2	100.50%	15	100.00%	100.3%
34	Badger	29699379	561577.4	0.25	99.50%	2	101.49%	15	100.30%	101.0%
35	Badger	1274658	310954.2	0.25	97.49%	2	99.50%	15	98.60%	99.1%
36	Badger	1251881	1518690.7	0.25	100.50%	2	100.50%	15	100.20%	100.5%
37	Badger	201702161	3630468	0.25	0.00%	2	1.00%	15	88.60%	14.0%
38	Badger	201702162	5764467.3	0.25	59.30%	2	94.53%	15	96.70%	89.6%

1" Positive Displacement Meter

1	Badger	35844500	1475485.7	0.75	98.00%	4	101.09%	40	99.49%	100.4%
2	Badger	32719482	739770.9	0.75	96.00%	4	101.09%	40	99.89%	100.1%
3	Badger	98094392	1478143.6	0.75	94.00%	4	101.09%	40	99.69%	99.8%
4	Badger	35844498	355888.6	0.75	99.00%	4	100.10%	40	99.49%	99.8%
5	Badger	19043543	1662141.2	0.75	99.00%	4	100.10%	40	99.49%	99.8%
6	Badger	19263102	1530562.2	0.75	85.00%	4	99.11%	40	99.49%	97.1%
7	Badger	32362411	1109817.5	0.75	99.00%	4	99.11%	40	99.89%	99.2%
8	Badger	99865001	1467062	0.75	95.10%	4	100.60%	40	99.33%	99.6%
9	Badger	17358383	1492304.4	0.75	10.01%	4	100.60%	40	100.33%	87.0%
10	Badger	201702171	2779959	0.75	0.00%	4	97.61%	40	99.73%	83.3%
11	Badger	35726870	868885.4	0.75	92.09%	4	100.60%	40	99.03%	99.1%
12	Badger	16787661	21405.6	0.75	97.10%	4	100.60%	40	99.73%	99.9%
13	Badger	36217114	266063.2	0.75	96.10%	4	100.60%	40	99.63%	99.8%
14	Neptune	35855093	2687756.6	0.75	100.10%	4	101.59%	40	100.83%	101.3%
15	Badger	15170734	60434.8	0.75	98.90%	4	99.90%	40	99.83%	99.7%
16	Badger	19263113	1319157.4	0.75	99.90%	4	100.90%	40	99.23%	100.5%
17	Badger	17104713	1521743.7	0.75	98.90%	4	101.90%	40	99.93%	101.2%
18	Badger	19535956	2027654.1	0.75	98.90%	4	100.90%	40	99.23%	100.3%
19	Badger	15170708	227283.7	0.75	98.90%	4	99.90%	40	99.73%	99.7%
20	Badger	12095964	1572535.9	0.75	96.90%	4	99.90%	40	99.63%	99.4%
21	Neptune	31440132	4608528	0.75	96.90%	4	99.90%	40	97.13%	99.0%
22	Badger	15170716	480737.1	0.75	99.00%	4	100.00%	40	99.73%	99.8%
23	Badger	16307133	12888.7	0.75	99.00%	4	101.00%	40	99.53%	100.5%
24	Badger	18807950	3803615.4	0.75	96.00%	4	101.00%	40	99.43%	100.0%
25	Badger	15771442	114858.4	0.75	99.00%	4	101.00%	40	99.83%	100.5%
26	Badger	32719535	75533.1	0.75	97.00%	4	101.00%	40	100.03%	100.3%
27	Badger	10580131	531189.8	0.75	97.00%	4	100.00%	40	99.53%	99.5%
28	Badger	32719515	1969225.7	0.75	96.00%	4	101.00%	40	99.93%	100.1%
29	Badger	29431342	1488239.4	0.75	95.90%	4	102.00%	40	100.00%	100.8%
30	Badger	29431347	2222797.5	0.75	98.90%	4	102.00%	40	99.70%	101.2%
31	Badger	29113380	1456645.2	0.75	96.90%	4	101.00%	40	99.10%	100.1%
32	Badger	10560145	454935.8	0.75	99.90%	4	101.00%	40	99.30%	100.6%
33	Badger	19240211	2388280.1	0.75	93.91%	4	101.00%	40	99.50%	99.7%
34	Badger	19263083	928956.8	0.75	95.90%	4	103.00%	40	99.30%	101.4%
35	Neptune	30536810	1763521.8	0.75	94.91%	4	102.00%	40	99.50%	100.6%
36	Badger	97195835	6399998.9	0.75	0.00%	4	0.00%	40	0.00%	0.0%
37	Badger	83488906	1491561.8	0.75	97.00%	4	100.90%	40	99.26%	100.1%
38	Badger	32763232	1489118.9	0.75	96.00%	4	101.90%	40	99.56%	100.7%
39	Badger	32362070	224334	0.75	96.00%	4	100.90%	40	99.96%	100.0%
40	Badger	32214135	5906684.6	0.75	94.00%	4	99.90%	40	99.66%	99.0%
41	Badger	15377055	31140.2	0.75	99.00%	4	100.90%	40	99.56%	100.4%

1.5" Positive Displacement Meter

1	Badger	35736072	9527989	1.5	100.10%	8	101.06%	50	101.30%	101.0%
2	Badger	14901640	340660	1.5	100.10%	8	101.56%	50	100.80%	101.2%
3	Badger	34054517	3886709	1.5	101.05%	8	102.36%	50	99.69%	101.8%
4	Badger	43060847	2251752	1.5	100.05%	8	101.35%	50	100.69%	101.1%
5	Badger	89431508	28840722	1.5	81.06%	8	95.28%	50	96.78%	93.4%
6	Badger	89431517	24219630	1.5	86.06%	8	98.29%	50	97.78%	96.4%
7	Badger	34051790	2346969	1.5	98.99%	8	101.29%	50	101.68%	101.0%
8	Badger	35756123	574170	1.5	100.99%	8	101.80%	50	101.19%	101.6%
9	Neptune	31807993	1206682	1.5	101.02%	8	99.31%	50	100.71%	99.8%
10	Badger	30062084	4192494	1.5	100.02%	8	100.31%	50	100.71%	100.3%
11	Neptune	31589559	6685250	1.5	93.01%	8	99.30%	50	96.72%	98.0%
12	Badger	14496695	241606	1.5	100.01%	8	100.70%	50	100.71%	100.6%
13	Badger	34057569	4846585	1.5	103.99%	8	101.31%	50	100.72%	101.6%
14	Badger	34060202	1869920	1.5	102.99%	8	101.31%	50	100.72%	101.5%
15	Neptune	20472464	12531652	1.5	93.37%	8	102.81%	50	100.96%	101.1%
16	Badger	97334777	26031066	1.5	99.40%	8	100.80%	50	98.96%	100.3%
17	Badger	17843819	27978311	1.5	0.00%	8	0.00%	50	0.00%	0.0%

2" Positive Displacement Meter

1	Badger	19089559	25367489	2	97.01%	15	99.60%	100	98.50%	99.0%
2	Badger	35726537	66564	2	0.00%	15	88.65%	100	89.54%	75.5%
3	Badger	29116278	1370651	2	98.01%	15	99.79%	100	99.73%	99.5%
4	Badger	14901709	1168790	2	99.01%	15	100.79%	100	100.73%	100.5%
5	Badger	14287681	469441	2	100.01%	15	100.79%	100	100.73%	100.7%
6	Badger	35747287	9372944	2	100.01%	15	99.79%	100	100.73%	100.0%
7	Badger	18886696	41182928	2	95.02%	15	99.92%	100	98.86%	99.0%
8	Badger	97223147	64190793	2	93.02%	15	99.92%	100	98.86%	98.7%
9	Badger	14814436	5513074	2	99.02%	15	100.92%	100	99.86%	100.5%
10	Badger	94194650	39083379	2	95.02%	15	99.92%	100	99.86%	99.2%
11	Badger	34060191	43158174	2	79.98%	15	98.93%	100	96.90%	95.8%
12	Badger	32344157	13632543	2	100.98%	15	100.93%	100	99.90%	100.8%
13	Badger	99676202	8695239	2	102.98%	15	101.93%	100	101.90%	102.1%
14	Badger	29116277	1703106	2	99.98%	15	100.93%	100	99.90%	100.6%
15	Neptune	31591933	9079815	2	20.00%	15	92.96%	100	98.95%	82.9%
16	Badger	13040577	6302577	2	98.00%	15	100.96%	100	99.95%	100.4%
17	Badger	35728679	9594048	2	99.00%	15	100.96%	100	100.95%	100.7%
18	Badger	19091435	9111701	2	96.00%	15	100.96%	100	99.95%	100.1%
19	Neptune	26117329	44764165	2	99.01%	15	99.99%	100	99.99%	99.8%

The Water Meter Accuracy Benefits have been calculated utilizing the accuracy analysis data provided by an independent 3rd party firm using AWWA (American Water Works Association) recommended testing procedures.

A first year baseline is mutually agreed upon and was established following the analysis of existing meters. That data is shown below in Table 4E - Summary of AWWA Standard Test Results. For the meters identified in Table 4E, the pre-retrofit water meter tests were performed on meters selected at random by ESG and approved by the City.

Table 4E - Summary of AWWA Standard Test Results

Meter Quantity by Size			
A	B	C	D
Meter Size	Quantity Tested	% Water of Annual Total that Flows via this size	First Year Accuracy %
5/8" and 3/4"	38	35.2%	88.80%
1"	41	16.0%	96.90%
1.5"	17	11.0%	94.10%
2"	19	34.7%	97.70%
Weighted Average Accuracy			**93.93%**

For each meter size, the measured accuracies indicated in Table 4D have been averaged and included under column D.

The Weighted Average Accuracy has been calculated as follows from Table 4E:

Weighted Average Accuracy = Sumproduct (column C and column D)/Sum (column C)

The first year baseline accuracy for 5/8" x 3/4", 1", 1.5", and 2" size meters can be seen in Table 4E above. At subsequent years of operation, the baseline meter accuracy is assumed to degrade at a rate of 0.25% annually. For the proposed system meter accuracy, the accuracy remains at 98.5% for the first five years and then degrades by 0.25% annually to take into account manufacturer accuracy warranty of five years on the 1.5" and 2" meters. The 5/8", 3/4" and 1" meters have accuracy guarantee from the manufacturer for 20 years. This is indicated in Table 4F - Baseline System Water Meter Accuracy Degradation and Table 4G - Post-Retrofit Guaranteed Weighted Average Meter Accuracy

Table 4F - Baseline System Water Meter Accuracy Degradation

Year	Baseline Accuracy
	All Sizes
1	93.9%
2	93.7%
3	93.4%
4	93.2%
5	92.9%
6	92.7%
7	92.4%
8	92.2%
9	91.9%
10	91.7%
11	91.4%
12	91.2%
13	90.9%
14	90.7%
15	90.4%

4.2 Performance Guarantee Approach

4.2.1 Water Meter Accuracy Benefits.

Increased Water Meter Accuracy Benefits do not include water being conserved or saved in a physical sense. The meter accuracy benefit is "Increased Billable Water Volume/Usage" as a result of the water meter replacement.

Post-retrofit water meter accuracy will be determined by an independent, third-party firm using American Water Works Association (AWWA) recommended analysis. The testing will be performed in accordance with AWWA

guidelines and will include a mutually agreed upon representative sample of water meters. This sample size will be a minimum 25 meters comprising of a combination of 5/8", 3/4", 1", 1.5", and 2" meters. Testing of larger meters (3", 4" and 6") is not included, and accuracy measurement from the sample of smaller meters tested will be applied on the larger meters.

- City will be responsible with supplying ESG with replacement meters for the meters that are pulled for sampling, and safe storage of meters tested and subsequently returned to the City and kept in safe storage annually to be used as the replacement meters for the next year's performance verification testing.

Only the actual accuracy of the water meter is guaranteed as outlined in Table 4G – Post-Retrofit Guaranteed Weighted Average Meter Accuracy below, as all other relevant factors are variables outside of the control of ESG. This testing will be performed once per year following the Final Acceptance Date of the project, unless terminated by the City as outlined in the Support Services Agreement (Exhibit C).

Table 4G – Post-Retrofit Guaranteed Weighted Average Meter Accuracy

Year	Guaranteed Accuracy
	All Sizes
1	98.5%
2	98.5%
3	98.5%
4	98.5%
5	98.5%
6	98.3%
7	98.0%
8	97.8%
9	97.5%
10	97.3%
11	97.0%
12	96.8%
13	96.5%
14	96.3%
15	96.0%

The following table indicates the accuracy testing sample size and the calculation methodology, for post retrofit water meter accuracy:

Table 4G – A Meter Testing

Meter Testing Quantity by Size			
A	B	C	D
Meter Size	Quantity Tested	% Water of Annual Total that Flows via this size	First Year Accuracy %
5/8" and 3/4"	9	35.2%	x
1"	9	16.0%	x
1.5"	3	11.0%	x
2"	4	34.7%	x
Weighted Average Accuracy			x

For each meter size, the measured accuracies will be averaged and included under column D.

The Weighted Average Accuracy has been calculated as follows:

Weighted Average Accuracy = Sumproduct (column C and column D)/Sum (column C)

This accuracy applies to the following baseline consumption and increased revenue as detailed in Table 4H below.

Table 4H - Year 1 Increased Volume and Revenue

Meter Size	Qty	Increased Billable Volume Water kGal	Increased Billable Volume Sewer kGal	Increased Water Revenue ($)	Increased Sewer Revenue ($)
All	8,878	53,610	44,639	$398,577	$236,326

The water and sewer billable volume increase and revenue increase are calculated as follows:

Increased Billable Volume (Water kGal) = Baseline Water Billed (kGal) x (Actual Post-Retrofit Measured Weighted Average Accuracy / Baseline Water Meter Accuracy)- Baseline Water Billed (kGal)

Increased Billable Volume (Sewer kGal) = Baseline Sewer Billed (kGal) x (Actual Post-Retrofit Measured Weighted Average Accuracy / Baseline Water Meter Accuracy)- Baseline Sewer Billed (kGal)

Increased Water Revenue = Increased Billable Volume (Water kGal) x Baseline Water Usage Rate ($/kGal)

Increased Sewer Revenue = Increased Billable Volume (Sewer kGal) x Baseline Sewer Usage Rate ($/kGal)

During the term of the contract, if the meter accuracy measurements (based on annual testing) fall below the guaranteed meter accuracy as indicated in table 4G, losses will be calculated for both water and sewer as follows, and this will be the amount of shortfall that ESG will owe the City :

Losses (Water) = (Expected Increased Billable Volume
*- Actual Increased Billable Volume) * Usage Rate ($/kGaL)*

Losses (Sewer) = (Expected Increased Billable Volume
*- Actual Increased Billable Volume) * Usage Rate ($/kGaL)*

Total Losses = Losses (Water) + Losses (Sewer)

Throughout the Term the Usage Rate will be the rate defined in Table 4B-A both water and sewer.

ESG's performance guarantee relating to water meters is limited solely to the accuracy of the meters as listed in Table 4G, operating under normal conditions, which have been replaced pursuant to this Contract. No guarantee, expressed or implied, is provided with respect to any other matters, including and without limitation to the following items (and the effects thereof that are outside ESG's reasonable control):

- Water system revenue
- Water usage/consumption trends
- Water rationing programs
- Demographic and/or population shifts
- Changes in the industrial or commercial base
- Regulatory changes
- Droughts, floods, rainfall, or other weather or climactic conditions
- Water system pressure variations
- Non-metered water usage
- Failure to collect amounts due for billable consumption
- Changes to water and sewer rate schedules
- Water quality
- Failure of the water system to meet governmental requirements
- Improper maintenance or unsound or neglectful usage of any equipment.
- Battery life of equipment or water meters
- Performance of new water meters and associated automatic meter reading equipment (warranty provided by manufacture).

4.2.2 Performance Guarantee • Project Benefits Shortfalls or Surpluses.

1. **Project Benefits Shortfalls**. If an Annual Project Benefits Shortfall occurs for any one Guarantee Year of the Performance Guarantee Term, ESG shall, at its discretion and in any combination, (1) offset the amount of such shortfall against any unpaid balance City then owes to ESG, (2) consistent with Section

3.2, above, offset the amount of such shortfall against documented Construction Period savings identified by ESG, (3) pay to City the amount of such shortfall or, with the consent of the City, or (4) increase the next year's amount of Annual Project Benefits Guarantee Amount by the amount of such current shortfall.

2. **Additional Project Improvement Measures**. When an Annual Benefits Shortfall has occurred, ESG may, subject to City's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to City, which may generate additional Project Benefits in future years of the Performance Guarantee Term.

3. **Rate Schedules** – City agrees to the rates used for the accuracy benefits, and to the rates escalated over the term of the guarantee. City further agrees that changes to the actual rates which are different from an equivalent rate schedule as indicated in this exhibit, will produce meter accuracy benefits that are different from those stated in this exhibit. Any reduction in monthly base charges, monthly allowable minimum base consumption, or monthly volume charges may reduce the anticipated project benefits to be recovered from improving meter accuracy. ESG understands that the City purchases water from sends sewer to neighboring Utilities (located in neighboring City/County), and there are factors outside of City's control that can affect the usage rates. Meter accuracy benefits calculations are based on rates indicated in Table 4B-A. Losses calculations are based on rates indicated in Table 4B-A, and not on actual future usage rates.

4.2.3 City Responsibilities with Respect to Water Meter Accuracy Benefits.

The City acknowledges and agrees to the following responsibilities in order for full Water Meter Accuracy Benefits and associated project benefits to be realized. ESG assumes no liability, and Water Meter Accuracy Benefits Guarantee is void, if the following items are not strictly adhered to.

1. **Systems Maintenance** - Ongoing care and maintenance of the **utility** system, including all meters, AMR equipment and systems, meter boxes, and meter vaults at or above manufacturers' specifications and recommendations beginning at route acceptance.

2. **Credits** - Any credits to water bills are the full responsibility of the City. Should the City choose to provide credits in the form of forgiveness or reduction of water bills as a service to its citizens, the City accepts responsibility for the decreased billable water volume. ESG will not be responsible for any type of monetary payment to the City based on credits.

3. **Rationing Programs** - The City acknowledges that the implementation of any water rationing programs will serve to decrease consumption and therefore decrease water revenue.

4. **Access** - The City is responsible for providing access to designated ESG employees for the purpose of verifying, adjusting and/or maintaining the facility improvement measures employed at the various Facilities.

5. **Damage** - The City assumes responsibility for any damage to the water meters by foreign objects as well as any intentional damage to the water meters by parties other than ESG personnel or their subcontractors.

6. **Non-metered Usage** - The City assumes responsibility for authorizing any non-metered water usage.

7. **Water Quality** - The City assumes responsibility for maintaining water quality. Any water quality issues that affect the water meter manufacturers' warranty are the responsibility of the City.

8. **System Pressure** - The City assumes responsibility for maintaining the average system pressure that was present during the baseline consumption period. A decrease in system pressure may cause subsequent decreases in both billed consumption and water revenue.

9. **Weather** - The City acknowledges that weather may effect water consumption. Changes in the number of degree-days and/or annual rainfall amounts may serve to either increase or decrease billed consumption and its associated water revenue.

10. **Demographics** - The City acknowledges that demographic shifts (population growth or shrinkage) and changes in commercial business, industrial business and wholesale accounts may affect water consumption and its associated water revenue.

11. **Vandalism** - The City assumes responsibility for any damage resulting from acts of vandalism.

5.0 OTHER PROJECT BENEFITS (NON-MEASURED)

Additional Non-Measured Meter Accuracy Savings identified in Section 3, Table 3A, have been identified and have been reviewed thoroughly with the City and are incorporated in the 15 year financial "modeling" of the overall project. These additional meter accuracy benefits have been identified, are agreed on by the parties and shall be considered **fully** satisfied upon Final Acceptance of the Project.

5.1 Large Commercial and Industrial Water Meter Savings

Large commercial and industrial water meters 3" or greater in size were not tested for accuracy during project engineering & development as there are too few meters to determine and establish an average aggregate accuracy of the large water meter population. Additionally, the meters would have to be tested in-ground which would have significantly increased the development costs incurred by the City. Subsequently, the City and ESG have agreed to assign a baseline accuracy for the larger meters of **93.93%** accuracy to be used in calculating large water meter accuracy savings in year 1, and calculation methodology similar as stated in Section 4.1.3 and Table 4F, for the term of the project. This accuracy figure is equivalent to the average accuracy of the meters smaller than 3" that were tested. By applying accuracy increases to the agreed on consumption usage for the larger water meters, it is expected that the impact of increased billable water usage will result in significant meter accuracy benefits.

Table 5A - Large Water Meter Accuracy Benefits shows non-measured meter accuracy benefits for the larger commercial and industrial water meters that **will** be replaced as part of the performance based contract.

Table 5A - Large Water Meter Accuracy Benefits

Large Water Meter Accuracy Benefits (Non-Measured)		
Meter Size	"Agreed Upon" Baseline Accuracy %	Guaranteed Weighted Average Accuracy %
3", 4", 6"	93.93%	98.5%

It must be noted that the post-retrofit measured weighted average accuracy of the 2" and smaller meters will be utilized to calculate savings associated with the 3", 4", and 6" meters during the Guarantee Term. For purposes of clarity, the 3", 4" and 6" meters will not be measured specific, and, therefore, are considered Non-Measured Benefits for purposes of ESG's Performance Guarantee.

5.2 Operational & Avoided Future Cost Savings

Operational and Avoided Future Meter Cost Project Savings have been identified throughout project and scope development, have been reviewed thoroughly with the City, have been vetted and accepted by the City, and have been incorporated in the financial "modeling" of the overall project.

The total Operational Savings values are included in Table 3A -Sum of Project Benefits. A 3% inflation escalation rate is applied to each Performance Guarantee Year for all columns, and a 10% decrease year over year for years 11 thru year 15 for Material column, in Table 5B below. A breakout of these benefits is shown below in Table 5B - Operational & Avoided Future Cost Avoidance Savings.

The City and ESG stipulate and agree that all Operational Savings and Future Cost Avoidance Savings, shall be considered fully satisfied upon Final Acceptance of the Project.

Table 5B - Operational Avoided Future and Replacement Cost Savings

	Existing Meter Readers Cost Avoidance			Meter Repair & Replacement Cost Reduction	New Handheld Devices	
Contract Year	Labor Efficiency (Operations Efficiency)	Vehicle Maintenance (Operations Efficiency)	Truck Replacement (Operations Efficiency)	Material (Capital Cost Avoidance)	New / Replacement Cost (Operations Efficiency)	Total Operational Savings
Install	$ -	$ -	$ -	$ -	$ -	$ -
1	$ 98,056	$ 16,377	$ -	$ 77,784	$ -	$ 192,217
2	$ 100,998	$ 16,868	$ -	$ 80,118	$ 10,234	$ 208,218
3	$ 104,028	$ 17,374	$ 40,000	$ 82,521	$ -	$ 243,923
4	$ 107,148	$ 17,896	$ -	$ 84,997	$ -	$ 210,041
5	$ 110,363	$ 18,432	$ -	$ 87,547	$ -	$ 216,342
6	$ 113,674	$ 18,985	$ -	$ 90,173	$ -	$ 222,832
7	$ 117,084	$ 19,555	$ -	$ 92,878	$ -	$ 229,517
8	$ 120,597	$ 20,142	$ -	$ 95,665	$ 12,587	$ 248,989
9	$ 124,214	$ 20,746	$ 47,762	$ 98,534	$ -	$ 291,257
10	$ 127,941	$ 21,368	$ -	$ 101,490	$ -	$ 250,800
11	$ 131,779	$ 22,009	$ -	$ 94,082	$ -	$ 247,870
12	$ 135,732	$ 22,670	$ -	$ 87,214	$ -	$ 245,616
13	$ 139,804	$ 23,350	$ -	$ 80,847	$ -	$ 244,001
14	$ 143,999	$ 24,050	$ -	$ 74,945	$ -	$ 242,994
15	$ 148,318	$ 24,772	$ 57,030	$ 69,474	$ 15,480	$ 315,075
TOTAL	$ 1,823,735	$ 304,594	$ 144,793	$ 1,298,268	$ 38,301	$3,609,691

Note: Basis for values in Table 5B: Please refer to the information in Appendix B2

End of Water Meter Accuracy Benefits Section

6.0 GLOBAL ASSUMPTIONS

6.1. Schedule of Verification Reporting Activities.

Item	Time for Submission	Owner's Review & Acceptance Period
Annual Report	Annual Report 90 days following the end of the First Guarantee Year	* 30 days

* Owner's Acceptance becomes automatic if not provided by the end of the Owner's Review & Acceptance Period.

7.0 DOCUMENTATION FOR SECTION 179D TAX DEDUCTION

As a result of ESG's design and implementation of this Project, a federal income tax deduction under Section 179D of the Internal Revenue Code ("IRC 179D") may become available to ESG as the party primarily responsible for designing energy efficiency improvements implemented at Customer's Facilities. Congress provided in IRC 179D(d)(4) for government owners, which do not pay income tax and are thus ineligible to use this deduction, to allocate the deduction to the party primarily responsible for designing the energy efficiency improvements, here ESG. Owner hereby agrees to allocate to ESG such deduction and any similar deduction enacted by Congress to replace IRC 179D. Owner agrees to cooperate with ESG by executing annually during the construction of the Measures, and promptly returning to ESG, a written allocation and declaration required by IRC 179D. ESG will prepare and is responsible for the accuracy of any allocation documents and all accompanying documentation supplied for Customer's signature. Notwithstanding anything to the contrary herein, Customer makes no representation concerning the availability or applicability of any such tax deduction benefits or of their ability to be allocated to or claimed by ESG. ESG assumes all risk related to such allocation and deduction.

8.0 ASSIGNMENT OF ENVIRONMENTAL ATTRIBUTES

As a result of the implementation of this Project, certain Environmental Attributes may be available, either now or in the future. This section specifies the process whereby the Owner will assign such Environmental Attributes to ESG.

"Environmental Attributes" means any and all credits, deductions, benefits, emission reductions, incentives, offsets, and allowances, howsoever entitled, attributable to and arising from the implementation of this Project, whether such Environmental Attributes now exist or are developed in the future. Environmental Attributes include but are not limited to: (1) Any avoided emissions of pollutants to the air, soil, or water; (2) Any avoided emissions of carbon dioxide (CO_2), methane (CH_4) and other greenhouse gases (GHGs); (3) Section 45 credits; (4) green tags; (5) renewable energy credits; and (6) The reporting rights to these avoided emissions such as White Tag Reporting Rights. Environmental Attributes also include any energy, capacity, reliability, or other energy reduction attributes that result from the implementation of this Project.

All Environmental Attributes arising from the implementation of this Project shall be owned by ESG. Owner agrees to execute all required documentation to assign all Environmental Attributes to ESG. If any filings are required with the Internal Revenue Service or some other governmental entity to obtain the benefits of the Environmental Attributes, Owner hereby instructs ESG to prepare and file such documents.

9.0 PROJECT INFORMATION:

ESCO Name: Energy Systems Group (ESG)
ESG Contact Person for M&V: Donna Wicks

Street Address: 4655 Rosebud Lane, Newburgh, IN 47630

Phone: (812) 492-3714 Fax: (812) 492-8461
E-mail: Dwicks@EnergySystemsGroup.com

Customer Contact for M&V:

Customer Name: City of Oakland Park, FL
Customer Contact for M&V: Albert Carbon, Public Works Director

Address of Customer: 3801 NE 5th Ave., Oakland Park, FL -33334

Phone: (954-630-4458) Fax: () E-mail: albertc@oaklandparkfl.gov

10.0 DISPUTE RESOLUTION

The M&V plan has been reviewed and accepted by Owner. It is the primary document for the M&V process. If a dispute arises under this M&V agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. If not settled by negotiation, this M&V plan will be referred to as the means to solve related disputes.

11.0 POST-INSTALLATION DATA COLLECTED

Owner will provide access to site locations at reasonable times to perform on-site tests to verify performance, changes in use, and to verify modification of facilities as necessary. ESG will not unreasonably interfere with Owner's operation at the Facilities.

ESG will collect the appropriate utility billing data from Customer or appropriate Utility Providers for all ECMs being measured.

12.0 COST OF M&V ACTIVITIES

For Customer's project, the M&V plan is intended to continue throughout the term of financing. Customer, at its discretion may choose to discontinue the M&V plan. Proper notification procedures must be followed if such action is considered. Please refer to Exhibit C details regarding Owner's cancellation option.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services, (iii) fails to fulfill any of its responsibilities necessary to enable ESG to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Guarantee shall automatically terminate and ESG shall have no liability hereunder.

The amount to be paid annually by Customer for the M&V services provided by ESG is outlined in the Support Services Exhibit C of this contract. Please refer to Support Services exhibit for details on invoicing and payment procedures.

CITY OF OAKLAND PARK, FLORIDA

By _____
Tim Lonergan

Its City Mayor

ENERGY SYSTEMS GROUP, LLC

By _____
Gregory F. Collins

Its President

Appendix B1 – Automated Water Meter Operational Savings

Labor Efficiency and Vehicle Maintenance

Current Operations Costs		Description	Notes
Total Number of Meters	3	**City employees**	**Provided by City**
Cost Per Meter Read	$0.00	City employees	
Total Cost of Meter Reads Per Month	$0	Monthly cost	Provided by City
Total Cost of Meter Reads Per Year	$142,800	Yearly Cost	Provided by City
Meter Reading Contract Escalation	3%	Annual Meter Reading Service cost increase	Assumed
Efficiency Generation via Project in Labor Costs	$95,200.00	Meter reading wont be required	One reader to remain in current position for maintenance
Efficiency Generation in Meter Reader Vehicle (annual maintenance cost) Miles	$15,900.00	Gas and Maintenance costs included in contract	$0.53/mile (IRS Rate)

Truck Replacement

Trucks replaced every six years – Year 3 at $40,000 for two trucks, and escalated at 3% every year for the remainder two replacements during the term

Meter, Lid, and Double Check Valves

Monthly Meter Replacements		Notes
Annual Meter Replacements	457	From City
Annual Meter Replacement Cost	$ 75,000	From City
Estimated Reduction	95%	Assumed
Meter Replacement Cost Reduction	$ 71,250	
Monthly Meter Repair (Lid Replacements)	10	From City
Annual Meter Repair (Lid Replacement)	120	
Cost per Meter Lid Replacement	$ 17	Assumed
Annual Meter Repair Cost	$ 2,040	
Estimated Reduction	99%	Assumed
Meter Repair Cost Reduction	$ 2,020	
Monthly Meter Repair (Double Check Install)		
Annual Meter Repair (double check)	228	From City
Cost per double check Replacement	$ 20	Estimate
Annual Repair Cost	$ 4,560	
Estimated Reduction	99%	Assumed
Meter Repair Cost Reduction	$ 4,514	

Handhelds

Total Number of Existing Handheld Devices	3	From City
Handheld Device Price (Each)	$ 3,312	Assumed
Replacement Frequency	Every 6 Yrs	Assumed

Appendix B2 – Water and Sewer Usage Rate

Water Rates

Residential Base	**15.05**	
Consumption (per thousand gal)		
0 – 3,000	5.84	first 3 gals 17.52
4,000 – 8,000	6.62	next 5 gals 33.10
9,000 – 14,000	7.67	next 6 gals 46.02
15,000 +	8.71	
Multi-Family Base (Per Unit)	**12.04**	
Consumption (per thousand gal)		
0 – 3,000	5.84	first 3 gals 17.52
4,000 – 8,000	6.62	next 5 gals 33.10
9,000 – 14,000	7.67	next 6 gals 46.02
15,000 +	8.71	
Commercial Base		
3/4 - inch	15.05	
1 - inch	37.63	
1 1/2 - inch	75.25	
2 - inch	120.39	
3 - inch	240.79	
4 - inch	376.23	
6 - inch	752.44	
8 - inch	1,203.91	
10 - inch	1,730.62	
Hotel/Motel Base (Per Unit)	**12.04**	
Consumption (per thousand gal)		
Commercial / Hotel/Motel	6.16	
Irrigation Base (per acre)	**15.05**	
Consumption		
0 – 8,000	6.62	first 8 gals 52.96
9,000 – 14,000	7.67	next 6 gals 46.02
15000 +	8.71	
Fire Service Line	**21.76**	
Hydrant Meter	**42.01**	6.25 per 1,000 gals

Sewer Rates

Residential Base	**17.83**
Consumption (per thousand gal)	5.14
cap on 15,000 gallons	94.93
base bill without usage	34.39
Multi-Family Base (Per Unit)	**14.26**
Consumption (per thousand gal)	5.14
Commercial Base	
3/4 - inch	17.83
1 - inch	44.59
1 1/2 - inch	89.18
2 - inch	142.69
3 - inch	285.39
4 - inch	445.91
6 - inch	891.84
8 - inch	1,426.94
10 - inch	2,051.21
Hotel/Motel Base (Per Unit)	**14.26**
Consumption (per thousand gal)	
Commercial / Hotel/Motel	5.14

Water Deposit

Based on size of metered service

Owner	Tenant
100.00	150.00
100.00	150.00
290.00	435.00
460.00	690.00
750.00	1,125.00

Meter Installation

Meter Size	Tap	Set	Total
5/8" or 3/4	360.00	100.00	460.00
1"	360.00	150.00	510.00
1 1/2"	500.00	250.00	750.00
2"	500.00	350.00	850.00
Hydrant	All taps and services larger than two (2) inches by agreement		

Additional charges may apply for new meter installation

Dumpster Rates

Size	Frequency of Collection Per Week				
	1	2	3	4	5
2 Cubic Yards	53.43	106.86	160.30	213.73	267.16
3 Cubic Yards	80.15	160.30	240.44	320.59	400.74
4 Cubic Yards	106.86	213.73	320.59	427.46	534.32
6 Cubic Yards	160.30	320.59	480.89	641.19	801.48
8 Cubic Yards	213.73	427.46	641.19	854.92	1068.64

Dumpster Deposit

Owner		Tenant	
1-2 pickups	3+3 pickups	1-2 pickups	3+3 pickups
270.00	540.00	540.00	1080.00
270.00	540.00	540.00	1080.00
270.00	540.00	540.00	1080.00
450.00	900.00	900.00	1800.00
450.00	900.00	900.00	1800.00

Cart Rates

Residential

Refuse service per unit per month	17.08	90-gal carts
Additional cart over the maximum	8.55	
Commercial		
Refuse service per unit per month	24.50	
Additional cart over the maximum	16.00	

Delinquent turn off	40.00
Delinquent cart fee	100.00
Delinquent dumpster fee	275.00

Cart Deposit

	Owner	Tenant
Residential	60.00	120.00
Commercial	60.00	200.00
Multi-Family	60.00	120.00

Additional Cart

Owner	Tenant
17.00	34.00
17.00	34.00

XDUMP

2 Cubic Yards	12.34
3 Cubic Yards	18.51
4 Cubic Yards	24.68
6 Cubic Yards	37.02
8 Cubic Yards	49.36

EXHIBIT C
SUPPORT SERVICES AGREEMENT

ENERGY SERVICES GUARANTEE AND AUTOMATED METER READ ASSURANCE REPORTING

As part of the Energy Guarantee, Energy Systems Group, LLC will provide its Energy Services Guarantee Report, which includes annual automated meter read performance assurance reporting, for the sum of $21,000 for the first Guarantee Year report, which fee shall escalate at an annual rate of 3% through the 15 year Guarantee Term. The initial annual fee will be billed upon Final Acceptance of the Project, and subsequently billed annually thereafter throughout the 15 year Guarantee Term.

During the term of the Agreement, Owner may cancel the annual Reporting by providing written notice to ESG at least 30 days prior to the beginning of the next annual guarantee period. If Owner makes such request to cancel the annual Reports, the parties agree that ESG will no longer be obligated to perform the remaining annual Reporting, and the energy savings and water meter accuracy guaranteed by ESG during the term of the Agreement shall be considered fully satisfied and the Agreement will terminate.

Additionally, if Owner fails to pay the annual Reports fee within 60 days of receipt of the Reports fee invoice, ESG has the right to terminate this Support Services Agreement. In this event, both parties agree that the energy savings and water meter accuracy guarantee provided by ESG during the term of the Agreement shall be considered fully satisfied. Both parties further agree that upon this occurrence ESG will no longer be obligated to perform the remaining annual Reports, and the guarantee contained in the Agreement will be considered satisfied in full and the Agreement will terminate. The cost of the annual fee will be escalated at three percent per year.

Agreed to by the Owner and Contractor this 15th day of November 2017.

The following table depicts the annual sum for Measurement and Verification for the term of the project:

Years	Measurement and Verification
1	$ 21,000
2	$ 21,630
3	$ 22,279
4	$ 22,947
5	$ 23,636
6	$ 24,345
7	$ 25,075
8	$ 25,827
9	$ 26,602
10	$ 27,400
11	$ 28,222
12	$ 29,069
13	$ 29,941
14	$ 30,839
15	$ 31,764

[remainder of this page left intentionally blank; signature page to follow]

CITY OF OAKLAND PARK, FLORIDA

By_____
Tim Lonergan

Its City Mayor

ENERGY SYSTEMS GROUP, LLC

By_____
Gregory F. Collins

Its President

EXHIBIT D
OPINION OF OWNER'S COUNSEL
(TO BE TYPED ON COUNSEL'S LETTERHEAD)

Energy Systems Group, LLC
And Its Assignee
4655 Rosebud Lane
Newburgh, IN 47630

Ladies and Gentlemen:

I am counsel for the City of Oakland Park ("Owner"). In order to render this opinion I have reviewed the Guaranteed Energy Savings Performance Contract (the "Agreement"), dated as of November 15, 2017, between Owner and Energy Systems Group, LLC ("Contractor"), and other documents and instruments related to the Agreement or otherwise necessary to render this opinion, as well as all proceedings taken by Owner in connection with the Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Based upon the foregoing it is my opinion that:

1. Owner is a duly organized and validly existing political subdivision of the State of Florida and is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and related regulations and rulings.

2. Owner has the power and authority to execute and perform the Agreement and to purchase ECMs from Contractor thereunder.

3. The Agreement and related instruments and documents:
   (a) Have been duly authorized by appropriate resolutions;
   (b) Do not contravene and will not violate or result in a default under any charter, certificate of incorporation, by-laws, indenture, or any other agreement or instrument by which Owner or its property is bound or to which Owner is a party;
   (c) The Agreement has been duly executed by the duly authorized officers of Owner, and do and will constitute the legal, valid, and binding obligations of Owner enforceable against Owner in accordance with their respective terms.

4. No approval or consent is required from any governmental authority with respect to the entering into or performance by Owner of the Agreement and the transactions contemplated thereby or if any such approval is required it has been duly obtained.

5. No litigation or other proceedings are pending or, to the best of my knowledge, threatened against Owner which would adversely affect Owner's legal title to the ECMs or, if decided adversely to Owner, would materially affect its financial condition.

This opinion is for the benefit of the addressee and any Assignee, and you and such Assignee and any counsel engaged by you or such Assignee shall be entitled to rely hereupon, including such counsel's reliance hereupon in giving its opinion addressed to other persons.

Very truly yours,

EXHIBIT E
STATE SPECIFIC STATUTORY REQUIREMENTS
FOR FLORIDA STATE AGENCIES, CITIES AND COUNTIES

The Owner and the Contractor agree that the following statutory requirements shall be applicable to this Agreement:

1. Florida Statutes 489.145 regarding guaranteed energy, water, and wastewater performance savings contracts shall apply to this Agreement.

2. The Contractor represents and warrants (i) that the Project constitutes the installation of one or more "energy, water, and wastewater efficiency and conservation measure" as defined in Florida Statutes 489.145(3)(b), and (ii) that this Agreement is a "guaranteed energy, water, and wastewater performance savings contract" as defined in Florida Statutes 489.145(3)(d). The Contractor further represents and warrants that it is a "guaranteed energy, water, and wastewater performance savings contractor" as defined in Florida Statutes 489.145(3)(e).

3. Pursuant to Florida Statutes 489.145(3)(d), the Contractor guarantees that the actual annual savings shall meet or exceed the total annual contract payments made by the Owner under the Agreement, and the savings may include allowable cost avoidance if determined appropriate by the Chief Financial Officer.

4. The Contractor represents and warrants it has provided to Owner the report that is required pursuant to Florida Statutes 489.145(4)(b).

5. The Owner has made the necessary findings to support this Agreement as is required by Florida Statutes 489.145(4)(c).

6. Pursuant to Florida Statutes 489.145(5)(a), the Contractor guarantees to the Owner that the annual cost savings realized as a result of this Agreement will meet or exceed the amortized cost of energy, water, and wastewater efficiency and conservation measures.

7. Pursuant to Florida Statutes 489.145(5)(b), all payments under this Agreement by the Owner, except obligations on termination of the Agreement before its expiration, may be made over time, but not to exceed twenty years from the date of complete installation and acceptance by the Owner, and that the annual savings are guaranteed to the extent necessary to make annual payments to satisfy this Agreement.

8. Pursuant to Florida Statutes 489.145(5)(f), payments of not less than one-twentieth of the Contract Price are to be paid within two years of the date of the complete installation and acceptance by the Owner using straight-line amortization for the term of the loan, and the remaining costs are to be paid at least quarterly, not to exceed a twenty year term, based on life cycle cost calculations.

9. Pursuant to Florida Statutes 489.145(5)(g), the term of this Agreement may extend beyond the fiscal year in which it becomes effective; however, the term of this Agreement expires at the end of each fiscal year and may be automatically renewed annually for up to twenty years, subject to the Owner making sufficient annual appropriations based upon continued realization of energy, water, and wastewater savings.

10. Pursuant to Florida Statutes 489.145(5)(h), this Agreement does not constitute a debt, liability, or obligation of the Owner.

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 12

MEETING DATE: 9/9/2026

PREPARED BY:	Charlene Montgomery Assistant Director Engineering and Community Development Brad Ostroff Interim Director Engineering and Community Development	**DEPARTMENT HEAD APPROVAL:**	ECD - Engineering/Construction

SUBJECT: Approval of the Surtax Funding Agreement (SFA) between the City of Oakland Park and Broward County for the NE 13th Avenue Sidewalk and Drainage Improvements Project (OAKL-22-004).

1. BACKGROUND/HISTORY

Issue Statement: In November 2018, Broward County voters approved a 30-year, one percent sales surtax to fund transportation initiatives. Broward County and the cities of Broward County entered into a Transportation System Surtax Interlocal Agreement (ILA), providing a cooperative and organized process for municipalities to submit transportation projects for funding with surtax proceeds.

The ILA was subsequently amended, and in 2025 Broward County and participating municipalities approved the Third Amendment and Restatement of the Transportation System Surtax Interlocal Agreement. The amended ILA establishes the framework for administering municipal surtax funding and the requirements applicable to eligible municipal transportation projects.

The NE 13th Avenue Sidewalk and Drainage Improvements Project (OAKL-22-004) is an approved Municipal Capital Project programmed to receive Transportation Surtax funding for construction in Fiscal Year 2027. The City was originally awarded $471,137 in surtax funding for the project.

On October 20, 2025, the City requested authorization from Broward County to proceed with construction prior to receiving the programmed FY 2027 surtax funding and to subsequently seek reimbursement. Broward County approved the City's reimbursement request on November 26, 2025.

The City also requested the maximum allowable 25 percent cost escalation funding due to increased construction costs and market conditions. Broward County subsequently approved an additional $117,784.24 in cost escalation funding, increasing the maximum surtax funding available for the project from $471,137 to $588,921.24.

Recommended Action: Staff recommends the City Commission adopt a resolution approving the Surtax Funding Agreement between the City of Oakland Park and Broward County for the NE 13th Avenue Sidewalk and Drainage Improvements Project (OAKL-22-004), in a maximum amount of $588,921.24, and authorize the appropriate City officials to execute the Agreement and all documents necessary to implement the Agreement..

2. CURRENT ACTIVITY

Construction of the NE 13th Avenue Sidewalk and Drainage Improvements Project (OAKL-22-004) is currently underway. The project includes improvements to pedestrian and drainage infrastructure along NE 13th Avenue and sidestreets to enhance accessibility, pedestrian safety, stormwater management, and neighborhood connectivity.

The City requested authorization from Broward County to proceed with the construction phase in advance of receiving the Transportation Surtax funding programmed for Fiscal Year 2027. Broward County approved the City's request on November 26, 2025, allowing the City to proceed with construction and subsequently seek reimbursement for eligible project costs, subject to compliance with applicable surtax requirements.

The proposed Surtax Funding Agreement formalizes the funding arrangement between the City and Broward County and provides a maximum of $588,921.24 in Transportation Surtax funding for the project. This amount consists of the City's original award of $471,137 and an additional $117,784.24 in approved cost escalation funding.

Under the agreement, the City may request reimbursement of eligible non-surtax funds expended on the project no earlier than Fiscal Year 2027, subject to compliance with the agreement and submission of the required project and financial documentation. The approved cost escalation funding is also payable on a reimbursement basis after construction has been completed and all other project funding has been expended, as documented through final invoices and certification of completion.

Approval of the Surtax Funding Agreement will formalize the City's eligibility to receive the programmed Transportation Surtax funding and establish the requirements for

reimbursement, reporting, and project closeout as construction progresses toward completion.

3. FINANCIAL IMPACT

There is no financial impact in FY 2026 as the Surtax funds for the NE 13th Avenue Sidewalk and Drainage Improvements Project (OAKL-22-004) is programmed for Fiscal Year 2027. The City may seek reimbursement for eligible non-surtax funds expended on the ongoing project, subject to the terms and conditions of the Surtax Funding Agreement.

The Surtax Funding Agreement provides a maximum of $588,921.24 in Broward County Transportation Surtax funding for the NE 13th Avenue Sidewalk and Drainage Improvements Project (OAKL-22-004). This amount consists of the original $471,137 award plus $117,784.24 in approved cost escalation funding.

4. RECOMMENDATION

Staff recommends the City Commission adopt a resolution approving the Surtax Funding Agreement between the City of Oakland Park and Broward County for the NE 13th Avenue Sidewalk and Drainage Improvements Project (OAKL-22-004), in a maximum amount of $588,921.24, and authorize the appropriate City officials to execute the Agreement and all documents necessary to implement the Agreement.

ATTACHMENTS:

Resolution
Surtax Funding Agreement for NE 13th Avenue Sidewalk and Drainage Improv.

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE PROJECT SPECIFIC INTERLOCAL AGREEMENT AND ALL DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT BETWEEN THE CITY AND BROWARD COUNTY FOR THE NE 13TH AVENUE SIDEWALK AND DRAINAGE IMPROVEMENTS PROJECT (OAKL-22-004), IN A MAXIMUM AMOUNT OF $588,921.24; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate City Officials to execute the project specific Interlocal Agreement and all documents necessary to implement the Agreement between the City and Broward County for the NE 13th Avenue Sidewalk and Drainage Improvements Project (OAKL-22-004), in a maximum amount of $588,921.24.

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the appropriate City Officials to execute the project specific Interlocal Agreement between the City and Broward County for the NE 13th Avenue Sidewalk and Drainage Improvements Project (OAKL-22-004), in a maximum amount of $588,921.24. A copy of the Interlocal Agreement is attached hereto as Exhibit "A".

SECTION 3. The appropriate City Officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

ADOPTED by the City Commission of the City of Oakland Park, Florida this 9th day of September, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON _____
L. NEWBOLD _____
F. BUDHOO _____
T. LONERGAN _____
S. ARNST _____

ATTEST:

_____
RENEE M. SHROUT, CMC CITY CLERK

MAP Broward
Mobility Advancement Program
Brought to you by the
Penny For Transportation

FY2027 Project Cover Sheet

Surtax Funding Agreement (SFA) for City of Oakland Park

This Cover Sheet and the attached Standard Terms and Conditions shall operate as the Surtax Funding Agreement ("SFA") between Broward County, a political subdivision of the State of Florida ("County"), and City of Oakland Park, a municipality of the State of Florida ("Municipality"), for the Municipal Project summarized in the table below. The term of this SFA shall begin on the date it is fully executed by the Parties and end one hundred twenty days after the last deadline date listed below. All construction work and final inspections associated with each project must be completed by the applicable deadline specified below.

MAP ID	Project	Maximum Funding Amount	CBE Goal %	Completion Deadline
OAKL-22-004	NE 13th Avenue Sidewalk and Drainage Improvements	$588,921.24 (Total includes original award of $471,137 plus $117,784.24 in approved CE*)	0%	[__]

***** "CE" means Cost Escalation. CE amounts are payable on a reimbursement basis and may only be paid to Municipality after all work has been completed and all other Project funding has been expended, as documented and verified by final invoices and certification of completion from Municipality. The CE Amount may not exceed 25% of the Maximum Funding Amount, excluding the CE Amount.

Reimbursement Funding. Section 5.1.5 of the 2025 ILA permits a municipality to request reimbursement after the municipality has expended non-Surtax funds on an Eligible Municipal Project. Pursuant to the Reimbursement Request Response dated November 26, 2025, attached as Exhibit A, County provided formal approval for Municipality to proceed with the construction of the Municipal Project before receiving Surtax funding. Subject to appropriation by the Board of County Commissioners, the Project is programmed in the current Five-year Plan to receive Surtax funding in Fiscal Year 2027 for construction of the Project. No earlier than Fiscal Year 2027, Municipality may submit a request for reimbursement of non-Surtax funds expended by Municipality on this Municipal Project, provided that Municipality is in compliance with all the terms and conditions of this SFA, including, without limitation, that Municipality has: (1) provided County the Final Project Documents and all documentation required under Section 6.2 of the Standard T&Cs; and (2) obtained all required written approvals from County.

General. Without limiting Section 2.5 of the Standard T&Cs, Municipality shall provide Contract Administrator with a copy of all solicitations and subsequent vendor agreements for the Project prior to publication (for the solicitation) or execution (for agreements) for the purposes stated in the Standard T&Cs. Capitalized terms used in this Cover Sheet shall have the same definitions as used in the Standard T&Cs unless expressly provided for herein. For this SFA, all references to "Application" in the Standard T&Cs shall mean this Cover Sheet. In the event of an express conflict between the Standard T&Cs and this Cover Sheet, the Cover Sheet shall govern, provided, however, that nothing in this Cover Sheet shall be construed to limit Municipality's obligations under the Standard T&Cs or the 2025 ILA unless expressly stated.

Notices. For notice to a Party to be effective, it must be sent in accordance with Section 11.3 of the Standard T&Cs. The addresses for notice are as follows:

FOR COUNTY:
Broward County Administrator
Attn: Monica Cepero
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

With a copy to:
Broward County Attorney's Office:
Attn: Nathaniel Klitsberg
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: nklitsberg@broward.org

FOR MUNICIPALITY:
David Hebert, City Manager
1100 Park Lane East
Oakland Park, FL 33334
Email address: davidh@oaklandparkfl.gov

With a copy to:
Municipal SPOC (Surtax Point of Contact)
Sierra Marrero
(954) 630-4479
Email address: sierra.marrero@oaklandparkfl.gov

City of Oakland Park

By: _____ _____ _____
Municipal Authorized Signatory Title Date

Return a signed copy to the MAP Administration office by email at map@broward.org.

Broward County

By: _____ _____
Laurette Jean Date
Assistant County Administrator

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____ _____
Gavin Rynard (Date)
Assistant County Attorney

By: _____ _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

EXHIBIT A
REIMBURSEMENT APPROVAL

MAP Broward
Mobility Advancement Program
Brought to you by the
Penny For Transportation

MEMORANDUM

TO:	David Hebert, City Manager, City of Oakland Park
FROM:	Gretchen Cassini, Municipal Transportation Surtax Project Contract Administrator
RE:	*OAKL-022-004* – Reimbursement of Programmed Construction Funds
DATE:	November 26, 2025

Broward County's Mobility Advancement Program Administration (MAP Admin) received communication from the City of Oakland Park (City) requesting approval to seek reimbursement of $471,137, currently programmed in fiscal year (FY) 2027 in the municipal surtax project Five-Year Plan. The programmed surtax funds are for the construction phase of ***OAKL-022-004: NE 13th Avenue Improvements***, a municipal capital project recommended for surtax funding by the Broward Metropolitan Planning Organization under its Surtax Services agreement with Broward County in Cycle 3.

As set forth in Section 5.1.5. of the Third Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement, the City may proceed with the construction-phase of this project without being under a surtax funding agreement. However, to receive surtax funds when they are appropriated (expected in FY 2027), the City must:

- Provide any updates to previously submitted documentation detailing other funding sources associated with the project and the origination of funds (federal or state)
- Enter into a Surtax Funding Agreement (SFA);
- Comply with all terms and conditions of an SFA, even while not under an SFA;
- Provide financial and programmatic reports (detailed in an SFA) throughout construction, and;
- Submit closeout documents upon project completion detailing eligible surtax expenses

The City has successfully submitted the checklist documents to start drafting the SFA at the maximum not-to-exceed award amount of $471,137. The City also requested approval for cost escalation of $117,784.25 (25% of surtax award) based on bids received. At this time, the County has not budgeted funds for municipal project contingency/cost escalation. If funds are budgeted that allow the County to entertain the cost escalation request, the County will evaluate the request at that time. If approved, the City will be alerted and guided on how to amend its SFA to incorporate additional funds.

Simultaneously, the Office of Economic and Small Business Development (OESBD) will evaluate the CBE Goal request submitted by the City, along with the agreements indicating there are federal and state funds included in the project's funding. OESBD will issue a memo to memorialize the CBE evaluation, as applicable, and in accordance with Broward County's Code of Ordinances.

If you have any questions, please feel free to contact us.

C: Sierra Marrero, Engineering and Community Development Director, City of Oakland Park
Maribel Feliciano, Director, Office of Economic and Small Business Development
Kelton Harvey, Finance Manager, MAP Administration
Lina Silva, Surtax Grant Contract Contact, MAP Administration

BROWARD COUNTY FLORIDA
c/o Mobility Advancement Program Administration
1 N University Drive, FL 33324
Phone: 954-357-9501
mapbroward.broward.org

EXHIBIT B
STANDARD TERMS AND CONDITIONS FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT INTERLOCAL AGREEMENTS (REHABILITATION & MAINTENANCE PROJECTS, MICROTRANSIT, CAPITAL PROJECTS, AND GRANT MATCH PROGRAM)

These Standard Terms and Conditions ("Standard T&Cs") shall apply to all approved Eligible Municipal Projects as provided for in the 2025 Transportation System Surtax Interlocal Agreement (Third Amendment) ("2025 ILA") entered into between certain Broward County municipalities (each a "Municipality" and collectively, "Participating Municipalities") and Broward County, a political subdivision of the State of Florida ("County"). County and the applicable Municipality may also be identified individually as a "Party" and collectively referred to as the "Parties."

RECITALS

A. Municipality has submitted one or more requests to County to allocate annual available Transportation Surtax funding ("Funding") for one or more Eligible Municipal Projects as provided for in the 2025 ILA (each Municipality's request is referred to as an "Application" and includes the cover sheet to these Standard T&Cs with each applicable Party's address of record and signature).

B. Pursuant to the terms of the 2025 ILA, County has reviewed each such Application and approved the funding of the identified Eligible Municipal Projects, which, combined with these Standard T&Cs (and documents referenced or incorporated herein), constitute the Surtax Funding Agreement (as defined in the 2025 ILA) between the applicable Municipality and County.

C. The purpose of these Standard T&Cs is to set forth the terms and conditions (in addition to those stated in the 2025 ILA) associated with County providing Municipality with funding for its Eligible Municipal Projects.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS (ALL ELIGIBLE MUNICIPAL PROJECTS)

Capitalized terms used in these Standard T&Cs shall have the same definitions as used in the 2025 ILA unless expressly provided for herein. In addition to the defined terms, the terms below shall have the following meanings as used in these Standard T&Cs.

1.1. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and/or inspection, or other professional services for the applicable Eligible Municipal Project.

1.2. **Contract Administrator** means the County Administrator, or such other person designated by the County Administrator in writing.

1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the construction or performance of an Eligible Municipal Project.

1.4. **Grant Match Program** means the program described in Section 4.5 of the 2025 ILA.

1.5. **Maximum Funding Amount** means, as applicable, the maximum funding amount provided to each Municipality for its annual formula-based funding for Eligible Municipal Projects or the maximum amount referenced in County's approval of an Application for Grant Match Program funding.

1.6. **Project Manager** means Municipality's project manager for the Eligible Municipal Project(s) as identified in Municipality's contracts for such Projects or as provided in writing to the Contract Administrator.

1.7. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Eligible Municipal Project(s). The term "Subcontractor" includes subconsultants.

ARTICLE 2. MUNICIPAL R&M PROJECTS, MUNICIPAL CAPITAL PROJECTS, AND MCP TAILS

This Article 2 only applies to Municipal R&M Projects, Municipal Capital Projects, and Municipal Capital Project Tails (unless such tails are governed under a prior Surtax Funding Agreement that is being amended to address funding for the "tail"), and does not apply to On-demand Transportation Services.

2.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Eligible Municipal Project(s) in accordance with a written Project description and schedule for each Eligible Municipal Project included within its Application, which description and schedule must be provided in writing by Municipality to the Contract Administrator and is subject to final County approval of the Project(s).

2.2. Municipal Responsibility for its Eligible Municipal Project(s). Municipality is solely responsible for the timely solicitation of vendors, obtaining permits, securing applicable property rights, and the performance and/or completion of each Eligible Municipal Project. Unless County has elected to deliver an Eligible Municipal Project as provided for in these Standard T&Cs or the 2025 ILA, County has no responsibility of any kind in connection with any element associated with the performance and/or completion of such Projects. Further, nothing contained herein shall create any contractual relationship between County and any Contractor, Consultant, Subcontractor, vendor, or supplier.

2.3. Compliance with Law; Competitive Procurement of Public Construction Works; Consultants' Competitive Negotiation Act. Municipality must comply with Applicable Law, including, if applicable, Sections 255.20 and 287.055, Florida Statutes, in the procurement of any

services or materials relating to the Eligible Municipal Project. If any applicable state or federal procurement requirement is stricter than any County requirement, Municipality shall be obligated to meet the stricter requirement.

2.4. Modifications to Eligible Municipal Project. No proposed modification by a Municipality that will materially modify an approved Eligible Municipal Project under a Surtax Funding Agreement (e.g., shifting Formula-based Funding between approved Projects, start/completion date outside of the Fiscal Year for which funding is provided, change in geographic location, reduction in scope of work for the Project, addition of decorative elements and/or functional public art as described in Section 2.10 of the 2025 ILA that was not identified in Municipality's initial submissions regarding the Project) shall be made unless Municipality first obtains written approval by the Contract Administrator. Municipality shall cooperate with the Contract Administrator's review of any proposed material modification by providing any documentation requested by the Contract Administrator associated with the Eligible Municipal Project. Except for cost escalation and contingency expressly authorized in the 2025 ILA or these Standard T&Cs, any requested modification that would increase the Maximum Funding Amount for a Municipal Capital Project, a Municipal Capital Project Tail, Grant Match Program, and remaining Cycle 1 Municipal R&M Projects requires approval by the County Commission. Nonmaterial changes to an Eligible Municipal Project (i.e., changes not requiring Contract Administrator approval pursuant to this section and the 2025 ILA) may be approved by the Project Manager and must be included in Municipality's next required Project reporting to the Contract Administrator.

2.5. Contractor and Consultant Contracts; County-Approved Provisions.

2.5.1. Prior to Solicitation Publication. At least 20 days prior to publication of any solicitation by Municipality for an Eligible Municipal Project, Municipality shall provide Contract Administrator with:

(a) the proposed solicitation;
(b) the proposed contract(s); and
(c) a written certification ("Compliance Certification"), executed by Municipality through its counsel and/or head of procurement, confirming to the Contract Administrator that:
    (i) the proposed solicitation and proposed contract(s), if published and executed, will comply with Applicable Law and the Surtax Funding Agreement, including without limitation, Sections 8.1, 10.1, 10.5, 10.6, 11.4; and
    (ii) the proposed contract(s) either (i) includes the County-Approved Provisions, (as defined in Section 2.5.5), with only such changes as are necessary to give full effect to those provisions; or (ii) does not include the County-Approved Provisions.

2.5.2. Municipality shall not enter into any contract (including entering into an amendment or work authorization under an existing agreement) for an Eligible Municipal

Project where the solicitation has not been provided in Section 2.5.1 above or utilizes a contract with a Contractor or Consultant that omits the County-Approved Provisions (as defined in Section 2.5.5) unless Municipality first obtains written approval from the Contract Administrator and the County Attorney's Office.

2.5.3. Prior to Award. Prior to Municipality awarding a contract to a Contractor or Consultant for an Eligible Municipal Project (including entering into an amendment or work authorization under an existing agreement), or otherwise procuring work for an Eligible Municipal Project, Municipality shall provide the Contract Administrator with, as applicable, (a) the responsive submission by the proposed Consultant or Contractor, subject to Section 11.4, and (b) if the documents listed in Section 2.5.1 were not previously provided to County or were changed in any material respect after issuance of the solicitation, the applicable documents listed in Section 2.5.1, including a new Compliance Certification addressing the modified documents.

2.5.4. Municipality agrees and acknowledges that County's review or approval of any Municipal contract, or any provision thereof, is solely for the purpose of protecting County's interests, that County review or approval thereof should not be relied on by Municipality, and that such review or approval does not constitute a legal opinion by the County Attorney's Office for the benefit of Municipality or any third party, including without limitation as to the legal sufficiency of the contract, and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under the Surtax Funding Agreement.

2.5.5. For purposes of this Section 2.5, "County-Approved Provisions" means the provisions (as amended from time to time) in effect on the effective date of the Surtax Funding Agreement, available at https://mapbroward.org/municipal-partners/municipal-surtax-program/ or provided to Municipality upon request.

2.6. Coordinated Surtax Project Delivery; Funding Withholding; Other Delayed Funding. To avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of Projects with other Projects (which may include another Municipality, County, and/or the Florida Department of Transportation) that affect the same or nearby transportation elements (collectively, "Coordinated Delivery"). The Contract Administrator shall provide prompt notice to Municipality if County determines that Municipality's schedule requires adjustment to facilitate Coordinated Delivery. Upon receipt of such a notice, Municipality shall use its best efforts and take all reasonable steps to suspend performance of any additional work pending an agreed adjustment to the Eligible Municipal Project's schedule, and the Parties shall cooperate to mutually approve any adjustments required in any applicable funding schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator). County may withhold any scheduled Funding, including without limitation, withholding permitted under Section 6.6 below, until such adjustments are mutually approved in writing by the Parties. To the extent some or all of an Eligible Municipal Project's costs increase as a direct result of a timing

adjustment to accommodate a Coordinated Delivery, and provided cost escalation/contingency funds are or were appropriated, such increased costs will be addressed consistent with Section 4.4.4 of the 2025 ILA via an amendment to the funding schedule (if any) or via an amendment to the Surtax Funding Agreement.

2.7. Project Delivery by Another Entity. County may elect at any time, and with the consent of the applicable Municipality or Municipalities (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the applicable Municipalities of the intent County or FDOT to perform some or all work associated with an Eligible Municipal Project. In such event, pursuant to Section 5.4 of the 2025 ILA, the Funding that would have been provided to Municipality for that Project will be retained by County and/or paid to the entity delivering the Project. Notwithstanding the delivery of an Eligible Municipal Project by an entity other than the requesting Municipality, Funding for the Project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

ARTICLE 3. ON-DEMAND TRANSPORTATION SERVICES

Any Municipality seeking Funding for On-demand Transportation Services shall strictly comply with all requirements contained in Section 4.3.6 of the 2025 ILA including, without limitation, providing a copy of Municipality's contract with the service provider to the Contract Administrator prior to execution (unless the contract was executed prior to the effective date of the 2025 ILA), as well as a copy of all insurance certificates. If Municipality is continuing a contract with an On-demand Transportation Services provider that was effective prior to the effective date of the 2025 ILA, Municipality shall ensure that an amendment is entered into with that provider to bring the contract into compliance with the requirements of the 2025 ILA and provide a copy of same to the Contract Administrator prior to obtaining or expending Funding for such service. Municipality shall further ensure that at all times during each Fiscal Year where Funding is utilized for On-demand Transportation Services that the contract with the service provider remains in full compliance with the 2025 ILA.

ARTICLE 4. GRANT MATCH PROGRAM ADDITIONAL TERMS AND CONDITIONS

In accordance with Section 4.5 of the 2025 ILA, to the extent there is any preemption or express, direct conflict between the terms of these Standard T&Cs or the 2025 ILA and the requirements contained in any state or federal grant or appropriation (e.g., compliance with County ordinance, etc.) for which Funding is being provided to Municipality under the Grant Match Program, the requirements of any state or federal grant or appropriation shall govern, but only to the minimum extent required to comply with such state or federal requirements. Unless otherwise permitted pursuant to Applicable Law, no CBE goal will be assigned to the Project for which Funding is being provided to Municipality under the Grant Match Program.

ARTICLE 5. TIME OF PERFORMANCE (ALL ELIGIBLE MUNICIPAL PROJECTS)

5.1. Time of Performance. These Standard T&Cs (along with the 2025 ILA) shall govern through completion of the Eligible Municipal Project(s) as described and identified in the Application.

5.2. Fiscal Year. The continuation of a Surtax Funding Agreement beyond the end of any Fiscal Year is subject to both the appropriation and the availability of Transportation Surtax funds in accordance with Chapters 129 and 212, Florida Statutes.

5.3. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under the Surtax Funding Agreement and these Standard T&Cs.

ARTICLE 6. FUNDING (ALL ELIGIBLE MUNICIPAL PROJECTS)

6.1. Surtax Funding. All Funding provided to Municipalities for Eligible Municipal Projects shall be paid exclusively from and subject to the availability of proceeds from the Transportation Surtax, and County shall not have any obligation to provide, nor shall County provide, any funding from County's general revenue or any other County source. Municipality agrees and stipulates that Funding provided by County to Municipality for an Eligible Municipal Project must only be utilized by Municipality for purposes permitted under Section 212.055(1), Florida Statutes.

6.2. Method of Billing and Payment. Upon Municipality's request, Formula-based Funding will be paid to Municipality in a lump sum upon the Effective Date of the Surtax Funding Agreement unless Municipality and Contract Administrator approve a different funding schedule. Each request for Funding (whether for the lump sum or pursuant to a funding schedule) must comply with any requirements established in writing by the Contract Administrator and be accompanied by a certification by the chief administrative officer and the chief financial officer of Municipality (or other written designee), that all funds received or utilized to date by Municipality for Eligible Municipal Projects were, or will be, utilized only for Eligible Municipal Projects subject to Surtax Funding Agreements. If Municipality is receiving Funding pursuant to a funding schedule rather than as a lump sum in advance, the funding schedule may be changed if approved in writing by the Contract Administrator.

6.3. Cost Escalation; Contingency. Except for cost escalation or contingency approved by the Contract Administrator, Municipality acknowledges that the Maximum Funding Amount for Eligible Municipal Projects funded through Formula-based Funding or the Grant Match Program is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for applicable Eligible Municipal Project(s). Other than the initial approved Maximum Funding Amount (inclusive of cost escalation or contingency provided for in the 2025 ILA), County shall have no liability to provide additional Funding regardless of the basis for any claim or the basis for increased cost, including without limitation, differing site conditions, delays, weather, or any other reason. Municipality shall be solely responsible for funding all such additional amounts to complete each Eligible Municipal Project as well as for all costs to operate, support, and maintain its Eligible Municipal Project(s) in perpetuity or until the

end of the Eligible Municipal Project(s) useful life unless otherwise agreed in writing by the Parties and consistent with the Broward County Code of Ordinances.

6.4. Overpayments; Refunds.

6.4.1. If Formula-based Funding provided by County exceeds the actual amounts expended by Municipality for approved Municipal R&M Projects or On-demand Transportation Services, subject to the Contract Administrator's prior written approval, Municipality may elect to add new Municipal R&M Project(s) or additional On-demand Transportation Services in the current or next Fiscal Year and have such funding applied to that supplemental Project (with the supplemental Projects subject to the same application and approval processes as the annual Application submitted by Municipality).

6.4.2. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or On-demand Transportation Services provider in connection with an Eligible Municipal Project paid for with Formula-based Funding shall first be utilized by Municipality to complete the applicable Eligible Municipal Project for which such amounts relate. Any such funds not needed to complete such Project(s) shall either be added to the next Fiscal Year's Funding to be received by Municipality from County or paid by Municipality to County within 30 days after County has given written notice of the requirement to pay, as elected by the Contract Administrator. Municipality shall promptly notify County of any amount of proceeds received by or credited to Municipality, and of any claims filed or asserted relating to an Eligible Municipal Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any proceeds are first credited or repaid to the benefit of County before any other allocation.

6.4.3. Any unspent Funding or refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor or Consultant, for Eligible Municipal Projects other than those being completed with Formula-based funding (e.g., MCP Tails, Grant Match Program Projects, Municipal R&M Projects funded prior to FY 2026, etc.) are not subject to this Section 6.4 and shall be included in the Annual True-Up provided for in Section 5.1 of the 2025 ILA and utilized by County in accordance with the provisions of the 2025 ILA.

6.5. Separate Accounting. Subject to prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for each Eligible Municipal Project other than as provided in Section 6.2 of the 2025 ILA, provided the accounting method permits a full and complete audit of the funds (and any interest earned thereon) as required in the 2025 ILA and these Standard T&Cs.

6.6. Withholding by County. County may withhold, in whole or in part, payment to a Municipality to the extent necessary to ensure utilization of the Funding in accordance with the

2025 ILA, the Surtax Funding Agreement, these Standard T&Cs, Applicable Law, and the County Commission-approved transportation surtax program. Failure by Municipality to comply with the reporting requirements as described in these Standard T&Cs may also be a basis to withhold or limit future funding by County under the 2025 ILA in future Fiscal Years (or, to the extent a Municipality is being paid pursuant to a funding schedule, in the same Fiscal Year), as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly provided otherwise, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of the 2025 ILA or Surtax Funding Agreement, and County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance is cured to the reasonable satisfaction of Contract Administrator.

6.7. Ineligible Expenses. In addition to any items that are identified as ineligible for funding in the 2025 ILA, the following expenses are also ineligible for Funding: (a) costs incurred by Municipality prior to the execution of the Surtax Funding Agreement (unless approved in writing by the Contract Administrator, in their sole discretion); (b) amounts that Contractor or Consultant are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project's schedule, costs associated with correcting defective work, audit costs, etc.); (c) audit costs incurred by Municipality; (d) legal and accounting fees and expenses; (e) interest expenses incurred by Municipality as a result of a failure to timely pay a vendor in connection with an Eligible Municipal Project or as a result of unsuccessful litigation relating to an Eligible Municipal Project, and (f) Municipality's staff or other personnel costs associated with the direct work performed by such in-house personnel on an Eligible Municipal Project except as may be expressly approved by the Contract Administrator for time expended by City personnel on Projects performed in-house by a Municipality (e.g., design, CEI, or construction work performed by a Municipality's public works division, etc.).

6.8. Project Closeout. Municipality must submit any final invoicing and the final financial and Project reports for each Eligible Municipal Project ("Final Project Documents") to the Contract Administrator no later than 120 days after the completion of each Eligible Municipal Project. The Final Project Documents must be accompanied by a complete summary of all expenses incurred and all amounts paid for each Eligible Municipal Project, all funding, proceeds, interest earned by Municipality on Funding, or other amounts received relating to each Eligible Municipal Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Project Closeout"). Municipality shall also provide further backup or additional documentation as may be requested by the Contract Administrator. If County or Municipality identifies any error or omission in the Final Project Documents, Municipality shall resubmit corrected documents. To the extent any Funding is being paid to a Municipality on a reimbursement basis after completion of an Eligible Municipal Project, County shall have no obligation to pay such funds until receipt and written approval of the Final Project Documents by the Contract Administrator.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the Surtax Funding Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality or any of its officers, employees, or agents, arising from, relating to, or in connection with an Eligible Municipal Project subject to a Surtax Funding Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of the applicable Surtax Funding Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under the applicable Surtax Funding Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the "Audited Entities") that are related to its Eligible Municipal Projects (the "Project Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this section may include, but are not limited to, on-site visits, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Eligible Municipal Project(s) subject to the applicable Surtax Funding Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make the same available in written form at no cost to County and in electronic form (including in original form) if requested by County.

8.2. Project Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under an Eligible Municipal Project. Project

Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Municipal Project, whether by Contractor or Subcontractors, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

a) Compliance with contract
b) Compliance with the Code (including County's code of ethics)
c) Compliance with contract provisions regarding the pricing of Change Orders
d) Accuracy of Contractor representations regarding the pricing of invoices
e) Accuracy of Contractor representations related to claims submitted by Contractor, including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to County, in order to facilitate efficient use of County resources when reviewing or auditing Contractor's billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer-readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours, and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, Subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Eligible Municipal Project or the Surtax Funding Agreement until the later of five years after expiration or termination of the Surtax

Funding Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. Each Eligible Municipal Project and all expenditures relating to the Eligible Municipal Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of each Eligible Municipal Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within 30 days after the presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with every Audited Entity (and ensure that Contractors and Consultants include such requirements in agreements with Subcontractors). Municipality shall further include in its contracts with Contractors and Consultants the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted):

> "Contractor shall refund any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges, in addition to refunding the overcharged amount and the cost of the audit, Contractor shall pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by Municipality and/or County due to the overcharge, including, but not limited to, administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of any such audit must be made within 30 days after presentation of County's findings to Contractor."

8.3. Performance Audits. For the duration of the Project and continuing until five years after the later of Project completion, expiration or termination of the applicable Surtax Funding Agreement, or resolution of any previous audit findings, the Oversight Board or County (whether through the County Auditor or other representative), at County's expense, and subject to reimbursement by Municipality pursuant to this article, may conduct a performance audit and/or review of each Eligible Municipal Project, and all Funding received, maintained, or expended by Municipality for each such Project. Municipality shall fully cooperate and provide all requested Project Records as may be requested by the Oversight Board. Each Eligible Municipal Project and all funds received, maintained, or expended relating to each Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

9.1. The Surtax Funding Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt of written notice from the aggrieved Party identifying the breach. The Surtax Funding Agreement may also be terminated by the County Commission upon 60 days' prior written notice if the County Commission determines that one or more Eligible Municipal Projects subject to a Surtax Funding Agreement cannot be funded with surtax funding under Applicable Law, including Section 212.055, Florida Statutes. In addition, the Surtax Funding Agreement may be immediately terminated by written notice by the County Administrator if the Transportation Surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal, or if the Transportation Surtax statute is materially modified by the Florida Legislature in a manner that results in a reduction of funding or requires an offset from County's general revenue or other funds in order to provide the full Funding otherwise contemplated under the 2025 ILA or a Surtax Funding Agreement.

9.2. The Surtax Funding Agreement for an Eligible Municipal Project may be terminated for cause by County for reasons including but not limited to the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the applicable Eligible Municipal Project in accordance with the requirements of the Surtax Funding Agreement within the time period stated in the Application (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of the Surtax Funding Agreement by Municipality, Contractor, or Consultant;

9.2.4. If the Business Opportunity Act applies to the Surtax Funding Agreement, Contractor's or Consultant's act or omission that violates any applicable requirement of the Business Opportunity Act; or

9.2.5. Utilization of the funding provided by County under a Surtax Funding Agreement in a manner that violates Applicable Law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided to Municipality at the address of its City/Town/Village Manager and its municipal attorney.

9.4. If a Surtax Funding Agreement is terminated by County, (a) for Funding provided in arrears, Municipality shall be paid from proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s), if funding is available, for any work

on the Eligible Municipal Project(s) properly performed through the termination date specified in the written notice of termination ("Pre-termination Work"), subject to any right of County to retain any sums otherwise due and payable, and (b) for Funding provided in advance, Municipality shall return to County any proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s) in excess of the amount of the Pre-termination Work.

9.5. In addition to any right of termination, County and Municipality shall be entitled to seek any or all available remedies, whether stated in the Surtax Funding Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate a Surtax Funding Agreement upon 30-days' prior written notice to County if Municipality does not intend to proceed with the Eligible Municipal Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County for the Eligible Municipal Project, or (b) prior to the effective date of termination, Municipality returns all funding received from County for the Eligible Municipal Project, including any interest earned by Municipality on any funds provided by County.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of the Surtax Funding Agreement. Municipality shall ensure that similar language is included in all its agreements with Contractors, Consultants, and Subconsultants in connection with the Eligible Municipal Project(s). To the extent that an Eligible Municipal Project subject to the Surtax Funding Agreement is being paid, in part, by U.S. Department of Transportation funds or other federal funds, Municipality shall also comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26 and all other applicable federal law.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of Section 1-81, et seq., Broward County Code of Ordinances ("Business Opportunity Act"), in the award and administration of any contract or agreement regarding each Eligible Municipal Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of the Surtax Funding Agreement, which shall permit County to terminate or exercise any remedy available under the Surtax Funding Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for each Eligible Municipal Project by utilizing (or requiring the utilization of) CBE firms for at least the CBE Goal stated in the OESBD memorandum relating to each Eligible Municipal Project, except that no CBE commitment shall apply to On-demand Transportation Services agreements, agreements that are subject to other participation

goals required by Applicable Law (e.g., Grant Match Program Funding where there are or federal law state law limitations, federal DBE programs, SBE reserves, etc.), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible to have an CBE Goal by state or federal law, and agreements to which goals are not assigned by County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

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

10.5. Municipality shall include the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted) in all contracts with Contractors and Consultants:

> "The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, et. seq. Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to 50% of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by the Contract Administrator, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality or must be paid by Contractor to Broward County within 30 days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that

such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment."

10.6. Municipality shall provide written monthly reports (prepared by Contractor or Consultant, as applicable) to OESBD and the Contract Administrator no later than 10 business days after the end of the month regarding Contractor's and Consultant's compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor's and Consultant's progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS – APPLICABLE TO ALL ELIGIBLE MUNICIPAL PROJECTS

11.1. Reporting Requirements. Municipality shall provide the following written reports to the Contract Administrator relating to each Eligible Municipal Project: (i) on a monthly basis, Monthly Utilization Reports (each an "MUR" regarding applicable CBE utilization (sent to OESBD with a copy to the Contract Administrator); (ii) on a calendar quarterly basis throughout the Fiscal Year, the Quarterly Municipal Projects Report using the form available at https://mapbroward.org/municipal-partners/municipal-surtax-program/; and (iii) on a calendar quarterly and annual basis, a Municipal Surtax Project Financial Report using the form available at https://mapbroward.org/municipal-partners/municipal-surtax-program/.

11.2. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of Municipality's Surtax Funding Agreement(s). Any determination by the Contract Administrator that is authorized under the Surtax Funding Agreement shall be binding on the Parties. Unless expressly stated otherwise in the Surtax Funding Agreement (including in these Standard T&Cs) or otherwise set forth in an applicable provision of the Broward County Code of Ordinances or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of the Surtax Funding Agreement. In the event of a dispute regarding performance of the Surtax Funding Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that has not yet been resolved by their respective staff despite diligent good faith efforts, the Contract Administrator and Project Manager (or such other appropriate representative(s) for each Party as may be designated in writing by that Party) shall meet in person or via videoconference within 10 business days after notice of the unresolved dispute and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies or such other authorized representatives for consideration. If either Party provides written notice of impasse, the Mayors or Vice-Mayors of County and Municipality shall meet in person or via videoconference within 10 business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration. Any resolution may only be approved in accordance with the applicable ordinances or policies of each Party (e.g., by the respective governing board(s) or chief administrator of the Party, etc.) to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed

to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.3. Notice. Unless otherwise stated herein, for notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses identified in the Application to these Standard T&Cs and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

11.4. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with the same. At the request of County, Municipality shall, in accordance with Applicable Law, respond to any request for public records received by County relating to the Surtax Funding Agreement. Any other public records request shall be responded to by the receiving Party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, or other Applicable Law, including Section 119.071(1)(f), Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.5. Independent Contractor. Each Party acknowledges and agrees that nothing in the 2025 ILA or the Surtax Funding Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. No Party or its agents are authorized to act as officers, employees, or agents of any other Party. No Party shall have the right to bind any other Party to any obligation not expressly undertaken by that Party under a Surtax Funding Agreement.

11.6. Sovereign Immunity. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes. Except to the extent sovereign immunity is deemed waived under Applicable Law by the mere act of entering into the Surtax Funding Agreement, neither County nor Municipality is intending to waive any claim or defense of sovereign immunity. It is each Party's intent that they retain all immunities and defenses provided under Section 768.28, Florida Statutes.

11.7. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by these Standard T&Cs or any other aspect of the Surtax Funding Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries and that no third party shall be entitled to assert a right or claim against either of them based upon the Surtax Funding Agreement or these Standard T&Cs.

11.8. Assignment. The Surtax Funding Agreement and any right or interest therein may not be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the Surtax Funding Agreement, these Standard T&Cs, and permit County to immediately terminate these Standard T&Cs, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in the Surtax Funding Agreement (inclusive of these Standard T&Cs) was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation stated in the Surtax Funding Agreement is substantial and important to the formation of that agreement, and each is, therefore, a material term. County's or Municipality's failure to enforce any provision of the Surtax Funding Agreement or 2025 ILA shall not be deemed a waiver of such provision or modification. A waiver of any breach of a provision of the Surtax Funding Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification. To be effective, any waiver must be in writing, signed by an authorized signatory of the Party granting the waiver.

11.10. Compliance with Laws. Municipality and all Eligible Municipal Projects undertaken pursuant to a Surtax Funding Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.11. Representation of Authority. The Parties represent and warrant that the Surtax Funding Agreement (inclusive of these Standard T&Cs) constitutes the legal, valid, binding, and enforceable obligation of each Party, that entering into the Surtax Funding Agreement is within each Party's legal powers, and that each individual entering into the Surtax Funding Agreement on behalf of a Party is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.12. Severability. If any part of these Standard T&Cs is found to be unenforceable by any court of competent jurisdiction, or contrary to Applicable Law, that part shall be deemed severed from these Standard T&Cs and the balance of these Standard T&Cs shall remain in full force and effect.

11.13. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including but not limited to signage prominently acknowledging the surtax funding source of Eligible Municipal Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County will be fully funded by County. Provided Municipality cures any nonperformance within 30 days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this section shall not be a basis for withholding or nonpayment of Funding by County under a Surtax Funding Agreement.

11.14. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure each Eligible Municipal Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County will be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within 30 days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this section shall not be a basis for withholding or nonpayment of funding by County under these Standard T&Cs.

11.15. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under a Surtax Funding Agreement to private ownership without prior written approval from County, which may be withheld in its sole discretion. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within 90 days after the sale, transfer, or disposal, an amount equal to the greater of County's share of the fair market value or the straight-line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

11.16. Joint Preparation. These Standard T&Cs have been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.17. Interpretation. The titles and headings contained in these Standard T&Cs are for reference purposes only and shall not in any way affect the meaning or interpretation of these Standard T&Cs. All personal pronouns used in these Standard T&Cs shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. The terms "herein" and "hereof" refer to these Standard T&Cs 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 these Standard T&Cs, 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.

11.18. Priority of Provisions. Unless otherwise expressly stated in these Standard T&Cs, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in these Standard T&Cs (other than the 2025 ILA) and any provision of these Standard T&Cs, the Standard T&Cs shall prevail and be given effect. In the event of a conflict between these Standard T&Cs and the 2025 ILA (as the same may subsequently be amended), the 2025 ILA shall govern unless expressly stated otherwise in these Standard T&Cs with respect to a particular Eligible Municipal Project, in which case these Standard T&Cs shall prevail and be given effect.

11.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. Section 7.5 of the 2025 ILA shall apply to any dispute between Parties associated with these Standard T&Cs, as well as in connection with any Eligible Municipal Project.

11.20. Amendments. Except for modifications to the Surtax Funding Agreement that may be administratively made as expressly provided for in these Standard T&Cs (e.g., non-material modifications that can be made with notice to the Contract Administrator and other modifications that can be made with Contract Administrator written approval, etc.), no modification, amendment, or alteration of an Application or these Standard T&Cs shall be effective unless contained in a written document executed by duly authorized representatives of County and Municipality.

11.21. Prior Agreements. These Standard T&Cs, the Application(s), and the 2025 ILA represent the final and complete understanding of the Parties regarding the applicable Eligible Municipal Projects and supersede all prior and contemporaneous negotiations and discussions regarding such matters. There is no commitment, agreement, or understanding concerning the relationship between County and Municipality relating to the applicable Eligible Municipal Project(s) identified in the Application submitted each Fiscal Year that are not contained in the aforementioned documents.

11.22. Payable Interest. County shall not be liable to pay any interest to any Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof

Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with these Standard T&Cs. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to Applicable Law. If this waiver of liability for interest is inapplicable or determined to be invalid or unenforceable, the Parties agree that the annual rate of interest for which County may be liable (whether as prejudgment interest or for any other purpose) shall be, to the fullest extent permitted by Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.23. Incorporation by Reference. All Recital clauses stated above are true and correct and are incorporated in these Standard T&Cs by reference. All hyperlinked documents identified in these standard T&Cs are also incorporated into and made a part of these Standard T&Cs.

11.24. Survivability. Notwithstanding any expiration or termination of these Standard T&Cs, the following provisions shall survive expiration and termination: Section 2.2 (Municipal Responsibility for its Eligible Municipal Projects); Section 6.4 (Overpayments; Refunds); Section 6.8 (Project Closeout); Article 7 (Indemnification); Article 8 (Auditing); Section 11.4 (Public Records); Section 11.19 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.22 (Payable Interest).

11.25. Approvals. To be effective, any approval under these Standard T&Cs made by or on behalf of County, County Administrator, Contract Administrator, Project Manager, or other representative of any Party must be in writing.

1211878.2

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 13

MEETING DATE: 9/9/2026

PREPARED BY:	Lisa Bishop, Project Manager II	**DEPARTMENT HEAD APPROVAL:**	ECD - Engineering/Construction
	Brad J. Ostroff, Interim Director of Building Engineering and Community Development		

SUBJECT: Approval of Additional Professional Services with Currie Sowards Aguila Architects for Architectural and Engineering Services for City Centennial Park

1. BACKGROUND/HISTORY

Issue Statement:
The City is requesting approval of additional professional services with Currie Sowards Aguila Architects (CSA) to expand the ongoing City Centennial Park Phase II design to incorporate the originally contemplated Phase III improvements and additional improvements to the existing Park Maintenance Building.

City Centennial Park was originally planned as a three-phase redevelopment project. Phase I has been completed, and Phase II is currently in design. To advance the remaining park improvements as a coordinated project, the City has determined that the improvements previously identified as Phase III should be incorporated into the ongoing Phase II design effort.

On April 2, 2025, the City Commission adopted Resolution No. R-2025-052 approving a Continuing Professional Services Work Authorization with CSA for architectural and engineering services for City Centennial Park Phase II in an amount not to exceed $806,825.

Recommended Action:
Staff recommends the City Commission adopt a resolution approving additional professional services with Currie Sowards Aguila Architects for architectural and engineering services for City Centennial Park in an amount not to exceed $281,150, and

authorize the appropriate City officials to execute the Additional Services Authorization, and approving the Budget Amendment.

2. CURRENT ACTIVITY

CSA is currently advancing the design of City Centennial Park Phase II. To provide a coordinated design for the remaining park improvements, the City requested that the area previously identified as Phase III be incorporated into the current design effort.

CSA has provided a proposal/work authorization request for additional services totaling $281,150 for the expanded scope. The detailed scope of services is included in the attached Additional Services Authorization and Work Authorization.

3. FINANCIAL IMPACT

As outlined in the attached Work Authorization from Currie Sowards Aguila Architects (CSA), the professional services fee for additional architectural and engineering services is $281,150. This coordinated design work for the remaining City Centennial Park improvements is not included in the Adopted FY 26 Budget. Attached is the proposed Budget Amendment to provide funds for the expanded design services.

The proposed expenditure is as follows:

Approval of Additional Professional Services with Currie Sowards Aguila Architects for Architectural and Engineering Services for City Centennial Park

Acct. Name & Number	Available Budget	Proposed Expenditure	Remaining Available
Capital Outlay IOTB 34041572.463200 CITYPARK2.DESIGN.PARKS.GOBOND	$ 281,150	$ 281,150	$ -

4. RECOMMENDATION

Staff recommends the City Commission adopt a resolution approving additional professional services with Currie Sowards Aguila Architects for architectural and engineering services for City Centennial Park in an amount not to exceed $281,150, and authorize the appropriate City officials to execute the Additional Services Authorization, and approving the Budget Amendment.

ATTACHMENTS:

Resolution
R-2025-052, Original Approval of Phase II Work Authorization

Additional Services Proposal
Proposed Budget Amendment

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE ADDITIONAL PROFESSIONAL SERVICES WITH CURRIE SOWARDS AGUILA ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR CITY CENTENNIAL PARK IN AN AMOUNT NOT TO EXCEED $281,150.00; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ADDITIONAL SERVICES AUTHORIZATION, AND APPROVING THE BUDGET AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve the additional professional services with Currie Sowards Aguila Architects for architectural and engineering services for City Centennial Park in an amount not to exceed $281,150.00; authorize the appropriate City officials to execute the Additional Services Authorization, and approving the Budget Amendment.

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the additional professional services with Currie Sowards Aguila Architects for architectural and engineering services for City Centennial Park in an amount not to exceed $281,150.00, and authorizes the appropriate City Officials to execute the Additional Services Authorization, a copy of which is attached hereto as Exhibit “A”.

SECTION 3. The City Commission of the City of Oakland Park, Florida hereby approves the Proposed Budget Amendment attached hereto as Exhibit “B”.

SECTION4. The appropriate City Officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 6. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 7. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 9th day of September, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON _____
L. NEWBOLD _____
F. BUDHOO _____
T. LONERGAN _____
S. ARNST _____

ATTEST:

_____
RENEE M. SHROUT, CMC CITY CLERK

RESOLUTION NO. R-2025-052

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A CONTINUING PROFESSIONAL SERVICES WORK AUTHORIZATION BETWEEN THE CITY AND CURRIE SOWARDS AGUILA ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR PHASE II OF CITY CENTENNIAL PARK IN AN AMOUNT NOT TO EXCEED $806,825.00; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute a Continuing Professional Services Work Authorization between the City and Currie Sowards Aguila Architects for architectural and engineering services for Phase II of City Centennial Park in an amount not to exceed $806,825.00.

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes a Continuing Professional Services Work Authorization between the City and Currie Sowards Aguila Architects for architectural and engineering services for Phase II of City Centennial Park in an amount not to exceed $806,825.00. A copy of the Work Authorization is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

ADOPTED by the City Commission of the City of Oakland Park, Florida this 2nd day of April 2025.

CITY OF OAKLAND PARK, FLORIDA

MAYOR TIM LONERGAN

S. ARNST	YES
A. GORDON	YES
L. NEWBOLD	YES
F. BUDHOO	YES
T. LONERGAN	YES

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK

CITY OF OAKLAND PARK

CONTINUING PROFESSIONAL SERVICES WORK AUTHORIZATION

This Work Authorization is solely for the processing of agreements under the Consultants' Competitive Negotiation Act (CCNA) and is issued to authorize the Consultant to perform professional services for the City of Oakland Park in accordance with the terms and conditions of the Continuing Professional Services Agreement, RFQ-100323, and Resolution No. R2024-057. This Work Authorization incorporates all applicable provisions of the Agreement and establishes the specific scope of work, associated compensation, and project-specific requirements.

PROJECT INFORMATION

PROJECT TITLE:	City Centennial Park – Phase II
PROJECT MANAGER:	Sierra Marrero, Director
CONSULTANT:	Currie Sowards Aguila Architects
CONSULTANT ADDRESS:	185 NE 4 Avenue Delray Beach, FL 33483

COMMISSION AUTHORIZATION (Expenditures of $25,000 or greater require City Commission Approval)

Commission Approval Required? ☒ Yes ☐ No Resolution No. (if approved) R.2025.052

Schedule Commission Date (if pending) April 2, 2025

Note: If Commission approval is required and not yet obtained, this Work Authorization shall not be deemed valid until such approval is granted.

SCOPE OF WORK & COMPENSATION

Consultant shall perform the following professional services as directed by the City in accordance with the Agreement and this Work Authorization. The total amount or the limiting amount of the compensation is outlined below, unless additional services are authorized by the City in writing.

TASK NO.	DESCRIPTION	METHOD OF COMPENSATION	AMOUNT ($)
1	Schematic Design Phase	LS	$94,650
2	Site Plan Approval and Regulatory Agency Permitting	LS	$57,900
3	Design Development and Construction Documents	LS	$406,250
4	Bidding, Permitting, Construction Administration, & FBC Commissioning	LS	$193,025
5	Reimbursable Expenses	Reimbursable	$5,000
6	Contingency	As Authorized	$50,000
		TOTAL COMPENSATION	**$806,825**

ACKNOWLEDGEMENT & EXECUTION

The undersigned acknowledges and agrees to comply with all requirements, conditions, and responsibilities associated with this Work Authorization, which is issued pursuant to the Continuing Professional Services Agreement (RFQ-100323) and Resolution No. R2024-057, both of which are incorporated herein by reference as if fully set forth. The Consultant agrees to perform all services in accordance with the standards and requirements established in the Agreement, this Work Authorization, and all applicable laws, codes, and regulations. No modification or amendment to this Work Authorization shall be valid unless made in writing and signed by all parties.

CONSULTANT:

Keith A. Beal, Principal — Keith Beal — 04/01/2025

AUTHORIZED REPRESENTATIVE — SIGNATURE — DATE

CITY OF OAKLAND PARK APPROVAL

Sierra Marrero — Sierra Marrero (Apr 1, 2025 15:43 EDT) — 01/04/2025

DIRECTOR OF ENGINEERING & COMMUNITY DEVELOPMENT — SIGNATURE — DATE

David Hebert — 4/7/25

CITY MANAGER — SIGNATURE — DATE

UPDATED: JANUARY 2025

CURRIE SOWARDS AGUILA architects

Jess M. Sowards, AIA, LEED AP,Principal
José F. Jaramillo, AIA, LEED AP,Principal
Keith A. Beal, Principal

March 20, 2025

Ms. Sierra Marrero, Director of Engineering & Community Development
City of Oakland Park
5399 N. Dixie Highway, Suite #3
Oakland Park, Florida 33334

sierra.marrero@oaklandparkfl.gov

Project Name: City Centennial Park – Phase II
Project No: 231003

Dear Ms. Marrero:
I accordance with your request, herein please find our proposal for professional services under our CCNA contract with the City of Oakland Park, executed on February 7, 2024.

Following our initial meeting of October 31, 2023 and site meeting on January 16, 2024, along with other information provided by the city and the conceptual design plans and renderings provided by this office to the city (See Exhibit B). The community center renovation is being performed under a previous work order. We are pleased to present the following proposal for Architectural and Engineering Services for the new Amphitheater and subject site at City Park as well as the inclusion of the remodeled design of the old Fire Station 9 of approximately 7,000 SF that exists on the parcel into Public Works storage and office to bring the facility into the second century design vocabulary. The amphitheater is being designed to accommodate approximately 1,000 attendees. Also on the site are walkways, a large water feature, shade structure for the terraced lawn seating as well as new on grade parking facilities.

Professional **fees** for services described herein will be on a fixed fee basis as follows:

A. **Schematic Design Phase:** The Architect and its team will commence preparation of a Schematic Design Drawing Package consisting of Architectural, Structural, MEP, Civil, Acoustic/AV Systems and Landscape disciplines. This phase will be performed for a fixed fee amount of **Ninety-Four Thousand Six Hundred Fifty Dollars and No Cents ($94,650.00).**

B. **Site Plan Approval and Regulatory Agency Permitting Phase:** This phase includes permit assistance and preparation of applications and submittal packages to the agencies – Broward County Environmental Protection and Growth Management Department (BCEPGMC) – Surface Water Management License/ERP and Sanitary Sewer Collection System Permit. Also, the City of Oakland Park – Engineering and Utilities Permit. Also included is coordination with the client's stormwater quality

consultant, Hazen & Sawyer. This phase will be performed as a fixed fee amount of **Fifty-Seven Thousand Nine Hundred Dollars and No Cents ($57,900.00).**

C. **Design Development Phase:** The Architect will commence preparation of a Design Development Drawing Package consisting of Architectural, Structural, MEP, Civil, Acoustic/AV Systems and Landscape disciplines. This phase to be performed for a fixed fee amount of **One Hundred Ninety-Five Thousand One Hundred and Fifty Dollars and No Cents ($195,150.00).**

D. **Construction Document Phase:** Upon completion of the Design Development Package and approval to proceed from the client, the Architect will commence the preparation of final bid, permit, and construction documents consisting of architecture, structural design, and MEP disciplines, civil, landscape and Acoustic/AV Systems. The Architect will coordinate as needed with the Owner's other project consultants as required. This phase to be performed on a fixed fee amount of **Two Hundred Eleven Thousand One Hundred Dollars and No Cents ($211,100.00).**

E. **Bidding Phase:** This phase is to assist with the bidding process. The Architect and it's consultants will respond and coordinate any pre-bid RFI's. This phase will be performed as a fixed fee amount of **Twelve Thousand Dollars and No Cents ($12,000.00).**

F. **Permitting Phase:** This phase is for reviewing, coordinating and responding to building department permitting comments. This phase will be performed as a fixed fee amount of **Thirteen Thousand Dollars and No Cents ($13,000.00).**

G. **Construction Administration:** This phase includes Shop Drawing reviews, responses to RFI's, Pay Application and Change Order Reviews. It is anticipated that site visits and OAC meetings will not exceed 24 visits based on bi-monthly meetings. A maximum of 2 punch lists will be performed and contractor provided as-built reviews (not to exceed 3 reviews). This phase to be performed on a fixed fee amount of **One Hundred Thirty-Eight Thousand Twenty Five Dollars and No Cents ($138,025.00).**

H. **Reimbursable Expenses:** This portion of the contract is an allowance to include direct project expenses as listed later in the contract. This phase will be billed as needed with a not to exceed amount of **Five Thousand Dollars and No Cents.($5,000.00).**

I. **FBC Commissioning:** This phase will provide the required Florida Building Code Commissioning of the MEP systems as required. This phase will be provided as a fixed fee in the amount of **Thirty Thousand Dollars and No Cents ($30,000.00)**

J. **Contingency:** This portion of the project is setting aside money's for scope of work changes or unknown/concealed conditions within the limit of Work. The contingency

DOC040125

Final Audit Report 2025-04-01

Created:	2025-04-01
By:	Richard Nixon (richard.nixon@oaklandparkfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA25LQ9ZtCnxsGH3AQw9qnqAZfsxw7QYR9

"DOC040125" History

Document created by Richard Nixon (richard.nixon@oaklandparkfl.gov)
2025-04-01 - 2:38:19 PM GMT

Document emailed to Keith A. Beal (keith@csa-architects.com) for signature
2025-04-01 - 2:38:25 PM GMT

Email viewed by Keith A. Beal (keith@csa-architects.com)
2025-04-01 - 2:41:41 PM GMT

Document e-signed by Keith A. Beal (keith@csa-architects.com)
Signature Date: 2025-04-01 - 2:43:27 PM GMT - Time Source: server

Agreement completed.
2025-04-01 - 2:43:27 PM GMT

Adobe Acrobat Sign

CSA
CURRIE SOWARDS AGUILA
ARCHITECTS

Jess M. Sowards, AIA, LEED AP, Principal
José (JJ) F. Jaramillo, AIA, LEED AP, Principal

August 21, 2026

City of Oakland Park
1100 Park Lane East
Oakland Park, Florida 33334

Project: City Centennial Park – Phase II

Architect Project No: 250304
City RFQ Number: RFQ-100323
Resolution Number: R2024-057

ADDITIONAL SERVICES AUTHORIZATION – 001

This Additional Services Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement dated March 20, 2025, between CITY OF OAKLAND PARK (the Client) and CURRIE SOWARDS AGUILA ARCHITECTS (the Architect).

I. SCOPE OF SERVICES

The scope of services is generally described as updating construction drawings to include merging the area referred to by the client as "Phase #3" site area of work (approximately 79,000 S.F., See hatched area in Exhibit 'A' attached to this document) to the original contract's Phase #2 site area of work. Engineering services will be provided for Civil, Landscape, Architectural, Electrical & Site Lighting. Additionally, evaluation of NE 5th Avenue roadway width, incorporation of associated drainage improvements for NE 5th Avenue, private lift station design, and updates to the overall site plan to align with the City's programming needs have been included as part of this scope of services. Also included is the updating of the Maintenance Building's latest construction drawings for additional renovation of the remaining interior spaces not covered by the original agreement.

II. FEES

Fees for the above-described services will be Two Hundred Eighty-One Thousand One Hundred and Fifty Dollars and No Cents ($281,150.00), plus reimbursable expenses as listed in the base Agreement.

III. SCHEDULE

No changes to the overall schedule, barring any external factors or unforeseen delays.

If agreeable, please sign and return a copy of this Additional Services Authorization in order for us to proceed with the work.

ARCHITECT (Signature)	Client (Signature)
Jess Sowards, AIA, LEED AP, Principal	
(Printed name and title)	(Printed name and title)

Proposed Budget Amendment

9-Sep-26

APPROVAL OF ADDITIONAL PROFESSIONAL SERVICES WITH CURRIE SOWARDS AGUILA ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR CITY CENTENNIAL PARK

Recommended Budget Amendment

Type	Acct. Name & Number	Revised Budget	Recommended Amendment	Adjusted Budget
Expenditure	Capital Outlay IOTB 34041572.463200	$ 13,977,957	$ 281,150	$ 14,259,107
Revenue	Other Sources 3405050.391000	$ 1,843,324	$ 281,150	$ 2,124,474

THE ABOVE LINES ARE TO PROVIDE ADDITIONAL FUNDING FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR CURRIE SOWARDS AGUILA ARCRHITECTS (CRA) ASSOCIATED WITH THE CITY CENTENINIAL PARK PHASE II. THIS FUNDING UTILIZES AVAILABLE GENERAL OBLIGATION (G.O.) BOND FUNDS.

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 14

MEETING DATE: 9/9/2026

PREPARED BY:	Robin Greco, Deputy City Clerk Renee M. Shrout, City Clerk	**DEPARTMENT HEAD APPROVAL:**	CITY CLERK

SUBJECT:
Code Enforcement Board Appointment - Two (2) Regular Members

1. BACKGROUND/HISTORY

Issue Statement: Board members Dennis Buchta and Sandy "Sal" Gatanio's terms expire September 2026. Both members been contacted and wish to continue to serve another three (3) year term. There is one additional application from Mr. Michael Walsh attached for consideration.

Recommended Action: The City Commission, by consensus, appoint two (2) members with a term ending September 2029.

Sec. 24-234. Code enforcement board.
(A) Declaration of intent. (1) It is the intent of this article to promote, protect and improve the health, safety and welfare of the citizens and residents of the City of Oakland Park by authorizing the creation of an administrative board and the use of special masters, each having the authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective and inexpensive method of enforcing any codes and ordinances in force in the City of Oakland Park where a pending or repeated violation continues to exist.

Code Enforcement Board consistent with Florida Statutes 162 consists of seven (7) Members and two (2) Alternates, who each serve a term of three (3) years. This Board meets the 2nd Thursday of the month at 6:30 p.m.

Current Board Members

Board Members	Expires
Karl Albertson	04/2027

Dennis Buchta	***09/2026***
Paul Burns	08/2027
Debbie Loparo	04/2028
Sandy "Sal" Gatanio	***09/2026***
Dawn Whittenberg	08/2027
Felicia Strode	04/2028
Barry Wylie (Alt)	04/2028
DJ Karni (Alt)	04/2028

2. CURRENT ACTIVITY

Board members Dennis Buchta and Sandy "Sal" Gatanio's terms expire September 2026. Both members have been contacted and wish to continue to serve another three (3) year term. There is one additional application from Mr. Michael Walsh attached for consideration.

Current application on file.

Applicant	Currently Serving	Contact
Michael Walsh	No	walsh2653@yahoo.com

3. FINANCIAL IMPACT

N/A

4. RECOMMENDATION

Staff requests the City Commission, by consensus, appoint two (2) regular members to the Code Enforcement Board and adopt the resolution.

ATTACHMENTS:

Resolution
Current Member Application
Additional Applicant
Attendance Log

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA APPOINTING TWO (2) MEMBERS TO FILL THE VACANT SEATS WITH A TERM ENDING SEPTEMBER 30, 2029 TO SERVE ON THE CODE ENFORCEMENT BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Code Enforcement Board consists of seven (7) members and two (2) alternates who serve a term of three (3) years; and

WHEREAS, Board Members Dennis Buchta and Sandy "Sal" Gatanio's terms expires September 30, 2026, creating two vacant terms ending September 30, 2029; and

WHEREAS, the City Commission deems it to be in the best interests of the City to appoint two (2) members to fill the vacant seats with a term ending September 30, 2029 to serve on the Code Enforcement Board.

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

SECTION 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida hereby appoints the following individuals to serve on the Code Enforcement Board for the identified term:

Board Member	Term Expiration
_____	September 30, 2029
_____	September 30, 2029

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to effectuate this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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

ADOPTED by the City Commission of the City of Oakland Park, Florida this 9th day of September, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON	_____
L. NEWBOLD	_____
F. BUDHOO	_____
T. LONERGAN	_____
S. ARNST	_____

ATTEST:

_____
RENEE M. SHROUT, CMC CITY CLERK

CITY OF OAKLAND PARK
APPLICATION FOR ADVISORY BOARD APPOINTMENTS

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the City of Oakland Park. U.S. citizens living in the city are encouraged to apply for appointment to a city board by the City Commission. Applications are valid for three (3) years.

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

- ☐ Art and Cultural Board
- ☐ Beautification Advisory Board
- ☐ Board of Adjustment*
- ☐ Civil Service Board
- ☑ Code Enforcement Board*
- ☐ Historic Preservation Board
- ☐ Planning and Zoning Board*
- ☐ Police/Fire Pension Board*
- ☐ Program for Public Information Board
- ☐ School Advisory Board
- ☐ Unsafe Structures Board*
- ☐ Local Government Academy (Eight Week Course)

Application is for: ☐ New Appointment ☒ Re-submission ☐ If you currently serve on a Board, please state which Board Code Enforcement

** Per Section 112.317 Florida Statutes, Members of Some Boards are required to file a Financial Disclosure Report.*

Please type or print information.

PERSONAL:

Name: Dennis Buchta E-Mail Address: go72 gator@aol.com

Residential Address: 4680 NE 3Terrace Oakland Park, Zip: 33334 Telephone Number: 954 772-5647

Business Number: ( ) Cell Number: 954 695-0880

(You must use your Oakland Park home address on this application.) Voting Precinct Number: D004

EDUCATION:

Name of High School: Northeast High School Location: Oakland Park

College (if applicable): University of Florida Location: Gainsville Florida

Years Completed: 1972 Degree: BSBA Field of Study: Business Management

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

EMPLOYMENT:

Current or last employer: Broward Tool Repair Address: 3547 North Dixie Hwy Oakland Park

Position: Owner Years of Service: 45 yrs Retired

Duties:

OTHER QUALIFICATIONS: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board:

Been a part of this community since 1958, married with 3 children, all educated in Oakland Park

MEMBERSHIPS: Oakland Park Organization(s) Years in Membership Office Held (if any)

Oakland Park Kiwanis 21 yrs., current President

Outside City

ACKNOWLEDGMENT (Check Below:)

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

☒ **I understand that appointment to any of the positions indicated above is a voluntary service.**

☒ **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, County, and State of Florida, particularly those pertaining to the conduct of public office and the financial disclosure requirements, if applicable, to my position.**

☒ **I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.**

☒ **I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.**

☒ **I understand that I may sit on only one Commission appointed board.**

D Buchta — **Signature of Applicant**

8-19-2026 — **Date**

Please Completely Fill Out & Return this Application to the City Clerk's Office for Processing.
City of Oakland Park · 1100 Park Lane East · Oakland Park, FL 33334 · (954)630-4300
Applications will be valid for a period of three years

Advisory Board/Committee Member
Confirmation of Request for Appointment

Name: Dennis Buchta

Address: 4680 NE 3 Terrace

Email: go72gator@aol.com

Phone: 954_695-0880

Current Oakland Park Resident: ☑ Yes ☐ No

Advisory Board/Committee: code board

☐ Original Appointment ☑ Request Re-Appointment ☐ Do Not Wish to Be Reappointed

Please Fill in Your Qualifications/Interest in Board:
continue serving the City

By completing this form, I certify the following information:

☑ I want to serve/continue to serve.

☑ I meet all legal requirements to serve (residency, etc.)

☑ I am aware of duties and other obligations as a board member (legal & ethical).

☑ I understand that should I fail to abide by the rules and obligations of this position, or fail to continue to meet the conditions of membership (relocate out of city), I must disclose to the CityClerk.

☑ I confirm the board member application attached is current, including contact information.

☑ I have no intention at this time to relocate outside of the City limits and understand that should this change, I will immediately provide notice to the City Clerk.

Signature

8-19-2026
Date

To be completed by staff

Appointed by: Consensus *Date Appointed:* 9/20/23
Board Expiration Date: September 2026

All information has been reviewed and confirmed *Date:* 8/19/26
Reviewed by: R Green

Rpt 4/16/25

R2025-069

CITY OF OAKLAND PARK
APPLICATION FOR ADVISORY BOARD APPOINTMENTS

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the City of Oakland Park. U.S. citizens living in the city are encouraged to apply for appointment to a city board by the City Commission. Applications are valid for three (3) years.

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

- ☐ Art and Cultural Board
- ☐ Beautification Advisory Board
- ☐ Board of Adjustment*
- ☐ Civil Service Board
- ☑ Code Enforcement Board*
- ☐ Historic Preservation Board
- ☐ Planning and Zoning Board*
- ☐ Police/Fire Pension Board*
- ☐ Program for Public Information Board
- ☐ School Advisory Board
- ☐ Unsafe Structures Board*
- ☐ Local Government Academy (Eight Week Course)

Application is for: ☐ New Appointment ☐ Re-submission ☐ If you currently serve on a Board, please state which Board _____

** Per Section 112.317 Florida Statutes, Members of Some Boards are required to file a Financial Disclosure Report.*

Please type or print information.

PERSONAL:

Name: Sandy Sal Gatanio E-Mail Address: sgatanio@gmail.com

Residential Address: 1810 NE 42 st Oakland Park, Zip: 33308 Telephone Number: ( )

Business Number: ( ) Cell Number: 954-439-5756

(You must use your Oakland Park home address on this application.) Voting Precinct Number: _____

EDUCATION:

Name of High School: Bayside High School Location: Bayside, New York

College (if applicable): Bergen Community College Location: Paramus, New Jersey

Years Completed: 3 Degree: Ass Field of Study: Business Management Wilk

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

EMPLOYMENT:

Current or last employer: Willis Towers Watson Address: _____

Position: Customer Service Years of Service: 2

Duties: Funding for Health Reimbursement Plans

OTHER QUALIFICATIONS: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board:

Sales and Marketing of specialty items from Central and South America/Distribution national wide

MEMBERSHIPS: Oakland Park Organization(s) **Years in Membership Office Held (if any)**

Outside City

ACKNOWLEDGMENT (Check Below:)

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

☑ **I understand that appointment to any of the positions indicated above is a voluntary service.**

☑ **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, County, and State of Florida, particularly those pertaining to the conduct of public office and the financial disclosure requirements, if applicable, to my position.**

☑ **I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.**

☑ **I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.**

☑ **I understand that I may sit on only one Commission appointed board.**

Sal Gatanio — **Signature of Applicant**

04/04/2025 — **Date**

Please Completely Fill Out & Return this Application to the City Clerk's Office for Processing.
City of Oakland Park · 3650 NE 12 Avenue · Oakland Park, FL 33334 · (954)630-4300

Applications will be valid for a period of three years

Advisory Board/Committee Member
Confirmation of Request for Appointment

Name: Sandy Sal Gatanio

Address: 1810 NE 42 ST Oakland Pk. FL 33308

Email: sgatanio@gmail.com

Phone: 954-439-5756

Current Oakland Park Resident: ☑ Yes ☐ No

Advisory Board/Committee: Code Enforcement

☐ Original Appointment ☑ Request Re-Appointment ☐ Do Not Wish to Be Reappointed

Please Fill in Your Qualifications/Interest in Board:
Future Board member, Former Nuisance Abatement Bd Chair/Ft Lauderdale
Former Chair Police & Fire Pension Bd Oakland Park.

By completing this form, I certify the following information:

☑ I want to serve/continue to serve.

☑ I meet all legal requirements to serve (residency, etc.)

☑ I am aware of duties and other obligations as a board member (legal & ethical).

☑ I understand that should I fail to abide by the rules and obligations of this position, or fail to continue to meet the conditions of membership (relocate out of city), I must disclose to the CityClerk.

☑ I confirm the board member application attached is current, including contact information.

☑ I have no intention at this time to relocate outside of the City limits and understand that should this change, I will immediately provide notice to the City Clerk.

Signature

8-18-26
Date

To be completed by staff

Appointed by: consensus *Date Appointed:* 4/16/25
Board Expiration Date: September 2026

All information has been reviewed and confirmed
Reviewed by: RC *Date:* 8/18/26

CITY OF OAKLAND PARK
APPLICATION FOR ADVISORY BOARD APPOINTMENT

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the City of Oakland Park. U.S. citizens living in the city are encouraged to apply for appointment to a city board by the City Commission. Applications are valid for three (3) years.

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

- ☐ Art and Cultural Board
- ☐ Beautification Advisory Board
- ☒ Board of Adjustment*
- ☐ Civil Service Board
- ☒ Code Enforcement Board*
- ☐ Historic Preservation Board
- ☒ Planning and Zoning Board*
- ☒ Police/Fire Pension Board*
- ☒ Program for Public Information Board
- ☐ School Advisory Board
- ☐ Unsafe Structures Board*
- ☐ Local Government Academy (Eight Week Course)

Application is for: ☒ New Appointment ☐ Re-submission ☐ If you currently serve on a Board, please state which Board _____

** Per Section 112.317 Florida Statutes, Members of Some Boards are required to file a Financial Disclosure Report.*

Please type or print information.

PERSONAL:

Name: Michael Walsh E-Mail Address: Walsh2653@yahoo.com

Residential Address: 1099 NE 37th St Oakland Park, Zip: 33334 Telephone Number: (973 557-0922

Business Number: ( ) Cell Number: (973) 557-0922

(You must use your Oakland Park home address on this application.) Voting Precinct Number: 23

EDUCATION:

Name of High School: Saddle Brook Location: Saddle Brook NJ 07662

College (if applicable): Bergen Community Location: Bergamus NJ.

Years Completed: 1 1/2 Degree: — Field of Study: Business

Other professional or technical training (Name of school, course name, etc.): Kovas Real Estate School Paramus NJ

EMPLOYMENT:

Current or last employer: Publix Address: Dixie Hwy / Commercial Blvd

Position: Liquor Clerk Years of Service: 10

Duties: Retail Sales / stocking

OTHER QUALIFICATIONS: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board:

Real Estate Owner/Broker for 20 yrs in N.J.

MEMBERSHIPS: Oakland Park Organization(s) Years in Membership Office Held (if any)

Outside City Rotary Club 20yrs / Boy Scout Leader Cub Master 8yr Charter Rep 10yr Elks 15 yr / West Milford Economic Development Community Passaic Cty Board of Realtors

ACKNOWLEDGMENT (Check Below:)

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

☒ **I understand that appointment to any of the positions indicated above is a voluntary service.**

☒ **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, County, and State of Florida, particularly those pertaining to the conduct of public office and the financial disclosure requirements, if applicable, to my position.**

☒ **I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.**

☒ **I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.**

☒ **I understand that I may sit on only one Commission appointed board.**

RECEIVED
JUN 23 2026
CITY CLERK

Michael Walsh
Signature of Applicant

June 23, 2026
Date

Please Completely Fill Out & Return this Application to the City Clerk's Office for Processing. City of Oakland Park · 1100 Park Lane East · Oakland Park, FL 33334 · (954)630-4300

Applications will be valid for a period of three years

Advisory Board/Committee Member
Confirmation of Request for Appointment

Name: Michael Walsh

Address: 1099 Ne37 Th St OaklandPark Fl 33334

Email: walsh2653@yahoo.com

Phone: 973-557-0922

Current Oakland Park Resident: ☑ Yes ☐ No

Advisory Board/Committee: Code enforcement or Board of adjustment

☑ Original Appointment ☐ Request Re-Appointment ☐ Do Not Wish to Be Reappointed

Please Fill in Your Qualifications/Interest in Board:

30 years+ real estate experience. Appointed to boards when in New Jersey

By completing this form, I certify the following information:

☑ I want to serve/continue to serve.

☑ I meet all legal requirements to serve (residency, etc.)

☑ I am aware of duties and other obligations as a board member (legal & ethical).

☑ I understand that should I fail to abide by the rules and obligations of this position, or fail to continue to meet the conditions of membership (relocate out of city), I must disclose to the CityClerk.

☑ I confirm the board member application attached is current, including contact information.

☑ I have no intention at this time to relocate outside of the City limits and understand that should this change, I will immediately provide notice to the City Clerk.

Michael Walsh — 8-19-2026

Signature — Date

To be completed by staff

Appointed by: _____ *Date Appointed:* _____

Board Expiration Date: _____

All information has been reviewed and confirmed

Reviewed by: _____ *Date:* _____

2026	Code Enforcement Board (7 members / 2 for one year, 3 for two years, 2 for three years)														
		2026													
	NAME	APPOINTED	EXPIRATION	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT.	NOV.	DEC
				1/8/2026			4/9/2026			7/9/2026			10/8/2026		
	Albertson	4/1/2021	4/1/2027				Present			Pesent					
	Gatanio	4/16/2025	9/30/2026				Present			Present					
	Buchta	9/1/2020	9/30/2026				Present			Absent					
	Burns	8/7/2024	8/30/2027				Present			Present					
	Karni Alt.	4/13/2026	4/30/2028	Cancelled	No Meeting		N/A	No Meeting		Present	No Meeting			No Meeting	
	Loparo	2/1/2019	4/30/2028				Present			Present					
	Strode	4/16/2025	4/30/2028				N/A			Present					
	WylieAlt.	4/16/2025	4/30/2028				Absent			Absent					
	Whitenberg	8/1/2021	8/30/2027				Absent			Absent					

2025	Code Enforcement Board (7 members / 2 for one year, 3 for two years, 2 for three years)														
		2025													
	NAME	APPOINTED	EXPIRATION	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT.	NOV.	DEC
					2/8/2025		4/10/2025			7/10/2025			10/9/2025		
	Albertson	4/1/2021	4/1/2027				Present			Present			Present		
	Gatanio	4/16/2025	9/30/2026				Not Yet Appointed			Present			Present		
	Buchta	9/1/2020	9/30/2026				Present			Present			Present		
	Burns	8/7/2024	8/30/2027				Present			Present			Present		
	Karni Alt.	4/13/2026	4/30/2028		Cancelled		Not Yet Appointed	No Meeting		Not Yet Appointe	No Meeting		Not Yet Appointe	No Meeting	
	Loparo	2/1/2019	4/30/2028				Absent			Present			Absent		
	Strode	4/16/2025	4/30/2028				Not Yet appointed			Not Yet Appointe			Not Yet Appointe		
	~~Pierce~~	~~9/1/2020~~	~~9/19/2025~~				Absent			Absent			Resigned		
	WylieAlt.	4/16/2025	4/30/2028				Not Yet Appointed			Absent			Absent		
	Whitenberg	8/1/2021	8/30/2027				Present			Present			Absent		

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 15

MEETING DATE: 9/9/2026

PREPARED BY:	Ana Alvarez Chief Planning Officer Sierra Marrero Assistant City Manager	**DEPARTMENT HEAD APPROVAL:**	CITY MANAGER

SUBJECT: Request for Increase in Aggregate Expenditure Authority for Due Diligence Professional Services Related to the Potential Acquisition of Real Property from the State of Florida, Department of Commerce

1. BACKGROUND/HISTORY

Issue Statement: On August 5, 2026, the City Commission adopted a Resolution of Support authorizing the City Manager to negotiate the potential acquisition of nine (9) parcels totaling approximately five (5) acres along West Oakland Park Boulevard from the State of Florida, Department of Commerce ("Commerce").

The City Commission also authorized the City Manager to procure and execute agreements for professional services necessary to conduct due diligence associated with the potential acquisition, including individual procurements that may exceed the $25,000 purchasing threshold. These services include environmental assessments, surveys, title review, and other professional services necessary to evaluate the Property before a definitive Purchase and Sale Agreement is presented to the City Commission. During consideration of the item, the City Commission established a maximum aggregate expenditure authority of $75,000 for due diligence activities.

As due diligence has progressed, $65,100 of the existing $75,000 authorization has been committed. Additional environmental investigation has now been recommended, and other due diligence expenditures may be identified as the evaluation of the Property continues. Staff is therefore requesting an increase in the aggregate expenditure authority from $75,000 to $100,000.

Recommended Action:
Staff recommends the City Commission adopt a Resolution increasing the aggregate expenditure authority for professional services related to due diligence for the potential

acquisition of the State of Florida, Department of Commerce Property from $75,000 to an amount not to exceed $100,000.

2. CURRENT ACTIVITY

Following the August 5, 2026 authorization, staff initiated due diligence on the Property. To date, the following professional services have been procured:

Current City Commission Authorization	$ 75,000
Less: Due Diligence Services procured since 8/6/2026	
Phase I Environmental Site Assessment (Langan Engineering and Environmental)	5,500
Site Survey (Craig A. Smith & Associates)	59,600
Total Procured to Date	65,100
Remaining Funds Under Current Authorization	**$ 9,900**

During the environmental review, Langan Engineering & Environmental identified conditions associated with adjoining properties that warranted further evaluation. Based on its review, Langan recommended a limited Phase II Environmental Site Assessment to evaluate whether environmental conditions from adjoining properties may have affected the subject Property. The estimated cost of the limited Phase II investigation is $12,000.

The Phase II investigation alone would exceed the remaining authorization by $2,100. In addition, further expenditures may be necessary as environmental, survey, title, legal, and other due diligence activities continue.

Increasing the aggregate authorization to $100,000 would provide an additional $25,000 in expenditure authority. After the currently anticipated $12,000 Phase II investigation, approximately $22,900 would remain available for additional due diligence that may be necessary to complete the City's evaluation of the Property.

3. FINANCIAL IMPACT

The City Commission previously authorized aggregate due diligence expenditures not to exceed $75,000. To date, the City has committed $65,100, consisting of $5,500 for the Phase I Environmental Site Assessment and $59,600 for the survey. This leaves $9,900 available under the existing authorization.

Due Diligence Authorization Summary	**Amount**
Existing Authorization	
Existing City Commission Authorization	$75,000
Total Committed to Date	($65,100)
Available Under Existing Authorization	**$9,900**
Revised Requested Authorization	
Phase II Environmental Site Testing	($12,000)

Due Diligence Authorization Summary	Amount
Amount Above Existing Authorization	**($2,100)**
Proposed Revised Authorization	**$100,000**
Remaining Authority After Phase II	**$22,900**

The proposed limited Phase II Environmental Site Testing is $12,000. As a result, an additional $2,100 in expenditure authority is required to fully fund the Phase II work.

Staff is requesting an increase of $25,000 in the aggregate due diligence expenditure authority, or a total of $100,000. After funding the Phase II work, approximately $22,900 in additional authority would remain available for other due diligence that may be identified as the environmental, survey, title, and property review continues. As identified in the August 5, 2026 agenda report, due diligence costs associated with the proposed acquisition may include environmental assessments, surveys, title, legal, and other related professional services.

These expenditures do not obligate the City to acquire the Property. Any acquisition remains subject to separate City Commission consideration and approval of a definitive Purchase and Sale Agreement and other required acquisition actions.

Sufficient funds are available within the professional services account of the Engineering and Community Development.

4. RECOMMENDATION

Staff recommends the City Commission adopt a Resolution increasing the aggregate expenditure authority for professional services related to due diligence for the potential acquisition of the State of Florida, Department of Commerce Property from $75,000 to an amount not to exceed $100,000.

ATTACHMENTS:

Resolution
Phase 1 Environmental Work Authorization
Survey Work Authorization
Phase II Proposal

RESOLUTION NO. R-2026-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE ADDITIONAL PROFESSIONAL SERVICES WITH CURRIE SOWARDS AGUILA ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR CITY CENTENNIAL PARK IN AN AMOUNT NOT TO EXCEED $281,150.00; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ADDITIONAL SERVICES AUTHORIZATION, AND APPROVING THE BUDGET AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve the additional professional services with Currie Sowards Aguila Architects for architectural and engineering services for City Centennial Park in an amount not to exceed $281,150.00; authorize the appropriate City officials to execute the Additional Services Authorization, and approving the Budget Amendment.

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the additional professional services with Currie Sowards Aguila Architects for architectural and engineering services for City Centennial Park in an amount not to exceed $281,150.00, and authorizes the appropriate City Officials to execute the Additional Services Authorization, a copy of which is attached hereto as Exhibit “A”.

SECTION 3. The City Commission of the City of Oakland Park, Florida hereby approves the Proposed Budget Amendment attached hereto as Exhibit “B”.

SECTION4. The appropriate City Officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 6. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 7. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 9th day of September, 2026.

CITY OF OAKLAND PARK, FLORIDA

_____
MAYOR STEVEN R. ARNST

A. GORDON _____
L. NEWBOLD _____
F. BUDHOO _____
T. LONERGAN _____
S. ARNST _____

ATTEST:

_____
RENEE M. SHROUT, CMC CITY CLERK

LANGAN

Technical Excellence
Practical Experience
Client Responsiveness

05 August 2026

Ana Alvarez
City of Oakland Park
1100 Park Lane East
Oakland Park, Florida 33334
anaa@oaklandparkfl.gov

Re: Proposal for a Phase I Environmental Site Assessment
Florida Commerce Parcels
2350 to 2690 West Oakland Park Boulevard
Oakland Park, Florida
Langan Project No. 330135306

Dear Ana:

Langan Engineering and Environmental Services, LLC (Langan) is pleased to provide the City of Oakland Park (the "Client") with this proposal for environmental due diligence services for the Florida Commerce Parcels located at 2350 to 2690 West Oakland Park Boulevard in Oakland Park, Florida (the "subject property"). Langan understands that Client requested these services for a potential property acquisition. The project background and scope of services are discussed below

SUBJECT PROPERTY DESCRIPTION

The approximately five-acre subject property consists of nine parcels owned by the State of Florida Agency for Workforce Innovation, bound by residential properties and a lake to the south, Oakland Park Boulevard to the north and Northwest 27th Avenue to the west. The parcels are located at 2350 to 2690 West Oakland Park Boulevard as shown below.



Label	Parcel Number	Lot Size (square feet)	Parcel Address
1	4942 29 29 0010	28,903	2530 West Oakland Park Boulevard
2	4942 29 29 0020	40,586	2550 West Oakland Park Boulevard
3	4942 29 29 0030	15,148	2600 West Oakland Park Boulevard

4	4942 29 29 0031	6,618	West Oakland Park Boulevard
5	4942 29 29 0040	17,165	2610 West Oakland Park Boulevard
6	4942 29 33 0010	64,718	2626 West Oakland Park Boulevard
7	4942 29 33 0020	6,893	2680 West Oakland Park Boulevard
8	4942 29 33 0021	4,560	Northwest 27 Avenue
9	4942 29 33 0030	30,993	2690 West Oakland Park Boulevard

SCOPE OF SERVICES

We will complete the Phase I ESA using the guidelines of the ASTM International Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-21), and the United States Environmental Protection Agency's (US EPA's) All Appropriate Inquiries (AAI) Rule (40 CFR Part 312). The purpose of this Phase I ESA is to identify, to the extent feasible pursuant to the processes prescribed herein, recognized environmental conditions (RECs) in connection with the subject property. The Phase I ESA will include reviewing physical setting resources, government records and historical records; completing a site reconnaissance; interviewing owners/operators/occupants of the subject property; and evaluating the information obtained. We will provide the findings, opinions, and conclusions of the Phase I ESA in a report signed by an environmental professional.

The detailed scope of services for the Phase I ESA is provided in Attachment A.

Excluded Non-ASTM Considerations

Considerations outside of the scope of ASTM E1527-21 are excluded from this Phase I ESA unless specifically requested by the Client and listed above. Such non-scope considerations include, but are not limited to: asbestos-containing building materials (unrelated to releases into the environment); biological agents; cultural and historical resources; ecological resources; endangered species; health and safety; indoor air quality (unrelated to releases of hazardous substances or petroleum products into the environment); industrial hygiene; lead-based paint (unrelated to releases into the environment); lead-in-drinking water; mold or microbial growth conditions; polychlorinated biphenyl (PCB)-containing building materials (for example, fluorescent light ballasts, paint, and caulk); naturally occurring radon; regulatory compliance; substances not defined as hazardous substances (including some substances sometimes generally referred to as emerging contaminants); and wetlands.

Third-Party Reliance

The Phase I ESA will name the Client as the sole user and intended beneficiary of the Phase I ESA. If an additional party requires reliance on the Phase I ESA, the Client must submit a written request for a reliance letter to Langan. Langan will prepare our standard reliance letter for a lump sum fee of $500. If the relying party requires revisions to Langan's standard reliance letter, additional fees may apply.

Client-Provided Information

We assume that the names and contact information for current and prior owners, operators, and occupants of the subject property will be provided by Client, if available. We request that the following information be provided to Langan upon authorization to proceed:

- Pertinent documents as described in Attachment A, Task 2;
- A completed User Questionnaire as provided in Attachment B;
- The findings of tasks defined as user responsibilities (e.g., title search, environmental lien search, etc.); and
- All previous environmental reports (e.g., previous Phase I ESA reports).

FEE AND SCHEDULE

We will complete the Phase I ESA for a lump sum fee of **$5,500**, which includes $500 in reimbursable expenses. Langan's services will be performed in accordance with our Continuing Professional Services Agreement, RFQ-100323, and Resolution No. R2024-057

We will provide a draft of our Phase I ESA report approximately two to three weeks following authorization to proceed. We will provide a final Phase I ESA report approximately two business days after receipt of your comments, if any.

ASSUMPTIONS

Langan based the above fee on the information made available to us at the time we prepared this proposal. Langan assumes that:

- Subject property size and operations are consistent with the description provided above.
- Langan will submit Freedom of Information Act (FOIA) requests at our discretion. In-person agency records reviews are excluded, and we assume records will be available online for review.
- Langan will not complete tasks that are defined as a user responsibility unless specifically requested by Client. Such tasks include searches for land titles records back to 1980, environmental liens, and activity and use limitations (AULs). If Client requests that Langan complete user responsibilities, additional fees will apply.
- Client will provide or facilitate obtaining previous environmental reports and relevant environmental and regulatory documents for Langan's review prior to the site reconnaissance. This proposal assumes that no more than three previous reports are available for the subject property. If a more extensive prior report review is required, additional fees may apply and the review will not be completed until authorized by the Client in writing.
- Langan will coordinate the site reconnaissance with a knowledgeable individual who will accompany Langan (if required) and provide free, clear and continual access to the subject property during the site reconnaissance. Knowledgeable representative(s) will be made available by the Client for interviews with Langan either during the site reconnaissance or by telephone.
- The site reconnaissance will not exceed one day, including travel time from the nearest Langan office.

- Client will provide one round of comments/ proposed revisions to the draft report; addressing comments will not require more than one hour.
- Deliverables will consist of a draft and a final Phase I ESA provided in electronic format;
- Langan will participate in one call with Client not to exceed 30 minutes to discuss report findings and conclusions; and
- If the Client requests written recommendations, we will provide them in a separate letter or memorandum for no additional fee.

LIMITATIONS

This proposal assumes that access to the subject property is not restricted, and your authorization of our proposal grants us access to the subject property. Any deviation from the scope of services outlined in this proposal will be cause for an additional services change order, unless you direct us to proceed immediately in which case we will invoice on a time-spent basis.

Langan's services will be provided according to generally accepted environmental science, geosciences, and engineering practices at the time the services are performed. No expressed or implied representation or warranty is included or intended in our reports, except that our services were performed within the limits prescribed by the Client and with customary thoroughness and competence of our profession

CLOSING

Thank you for the opportunity to work with you on this project. If this proposal is acceptable, please sign and return a copy for our files. Please call us with any questions.

Sincerely,
Langan Engineering and Environmental Services, LLC

Michael Spievack, P.E.
Associate

Vincent D. Yarina

Vincent Yarina, P.G., CEM
Principal

cc: Steven Sherman, P.E. / Langan

Enclosures: Attachment 1 – ASTM E1527-21 Scope Details
Attachment 2 – User Questionnaire

AUTHORIZATION

Receipt of this Proposal, including the Schedule of Fees and General Terms and Conditions annexed hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted.

Ana Alvarez
City of Oakland Park
1100 Park Lane East
Oakland Park, Florida 33334

Re: Langan Engineering and Environmental Services, LLC
05 August 2026 Proposal for a Phase I Environmental Site Assessment
Florida Commerce Parcels ("The Project")
2350 to 2690 West Oakland Park Boulevard
Oakland Park, Florida
Langan Project No.: 330135306

Company: City of Oakland Park ("Client")

By/Title: _____
(Authorized representative)

Signature: _____

Date: _____

Attachment A Scope Details

ATTACHMENT A

ASTM E1527-21 Scope Details

Langan will complete a Phase I Environmental Assessment (ESA) using the guidelines of the ASTM International Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process (ASTM E1527-21). The Phase I ESA will be completed for the "subject property" as defined in the proposal. Client (or user) acknowledges one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability is completing an environmental site assessment consistent with all appropriate inquiries (AAI) pursuant to 40 Code of Federal Regulations (CFR) Part 312 (AAI rule).

SCOPE OF SERVICES

The objective of the Phase I ESA is to attempt to identify recognized environmental conditions (REC). A REC is defined as (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. Langan will seek to gather reasonably ascertainable information regarding the subject property through records review, a site reconnaissance and interviews. Information obtained during completion of the tasks described below will be used in concert to identify findings, formulate opinions and make conclusions regarding RECs for the subject property. The tasks included in our scope of services are described in detail below.

1. User-Provided Information

The AAI rule requires that:

- The user complete certain tasks and inquiries required by ASTM E1527-21. The user should report the findings of such tasks and inquiries to the environmental professional completing the Phase I ESA. Langan will state in the Phase I ESA report whether the information was shared.
- In addition to satisfying the AAI rule, the user must comply with certain continuing post-acquisition obligations to satisfy the CERCLA liability defenses. These post-acquisition obligations include, among other things, taking reasonable steps to stop any continuing releases, prevent any threatened future releases, and prevent or limit human, environmental or natural resource exposure to any hazardous substance released on or from the subject property.

ASTM E1527-21 describes the responsibilities of the user. Langan presumes the Client will complete these tasks and share relevant findings with Langan.

Upon authorization to proceed, Langan will contact the user regarding:

- Reason for conducting the Phase I ESA;
- Whether there are environmental cleanup liens against the subject property;

- The user's specialized knowledge of the subject property and adjoining properties or any other relevant expertise of the user;
- The relationship of the purchase price to the market value of the subject property;
- Commonly known or reasonably ascertainable information about the subject property; and
- The degree of obviousness of the presence or likely presence of contamination and the ability to detect the contamination by conducting appropriate investigation.

The AAI rule defines this information as the "additional inquiries." Some of these inquiries, e.g., commonly known information and obviousness of contamination must be performed by both user and Langan. Langan will not complete additional inquiries that are defined as user responsibilities in Section 6 of ASTM E1527-21 unless specifically requested by the Client in writing. If Client requests that Langan complete user responsibilities (e.g., title search), additional fees will apply. Langan will request and review information gathered by the Client during completion of the user responsibilities. Langan will also review previous environmental reports provided by the user.

2. Pre-Reconnaissance Preparations

Langan will contact the representative for the subject property, as designated by the Client, to schedule the site reconnaissance and to discuss general conditions, operations, and any previously identified areas of environmental concern prior to the site reconnaissance. Langan assumes that prior to the site reconnaissance, the Client will provide contact information for a person with knowledge of the uses and physical characteristics of the subject property (i.e., the key site manager).

As part of this Phase I ESA, Langan requests information from the Client pertaining to the following: prior environmental reports; previous environmental assessments; subject property plans, drawings, and building layouts; ages and construction details of subject property building(s); regulatory permits; registrations and licenses; underground and aboveground storage tanks, tank closure reports; monitoring data; recent regulatory agency visit records, inspections and correspondence; solid and hazardous waste manifests; annual hazardous waste generation reports; draft or final consent orders; notices of violation; and other pertinent documents.

3. Site Reconnaissance

Langan will conduct a site reconnaissance for the subject property to collect information and make observations to assist in the identification of potential RECs in connection with the subject property. The site reconnaissance will be completed by an environmental professional or an individual working under the environmental professional. The person completing the site reconnaissance will complete a visual survey of the interior and exterior areas of the subject property and surrounding properties (to the extent possible from the subject property or public rights-of-way). The visual survey will attempt to identify the features, activities, uses and conditions specified in Section 9.4 of ASTM E1527-21 (e.g., current use of the subject property, current use of the adjoining properties, roads, water supply, hazardous substances, petroleum products, storage tanks, odors, and stressed vegetation). Langan assumes that a knowledgeable key site manager will be made available to accompany us during the site reconnaissance and provide free, clear and continuous access to all areas of the subject property.

Langan will document the methods of the site reconnaissance and any limitations to the site reconnaissance may be considered data gaps under ASTM.

4. Interviews

Langan will interview the key site manager during the site reconnaissance or by telephone if the key site manager cannot attend the site reconnaissance. Langan will also make reasonable attempts to interview current and past owners, operators and occupants of the subject property who are likely to have information regarding the potential for contamination at the subject property to the extent that contact information for such individuals is provided to Langan by the Client.

Langan will attempt to contact a representative of the state or local fire department and at least one other agency (health agency, agency with jurisdiction over hazardous waste disposal or other environmental matters or agencies responsible for issuance of building permits or groundwater use permits). Langan will complete the interviews by phone or email with a questionnaire. In-person interviews are not included in this scope of services, unless conducted during the site reconnaissance, and additional fees may apply if in-person interviews are deemed necessary.

5. Government Records Review

Langan will review an environmental database search report obtained through a third-party vendor. The database report will include standard physical setting sources as defined in ASTM E1527-21 Section 8.2.1 and a search of standard government environmental record sources within the approximate minimum search distances established in ASTM E1527-21 Table 2. If the subject property or adjoining properties are identified in the database search, Langan will evaluate the listings to determine whether additional agency file or record review may be required to conclude if the listings represent a REC for the subject property. If so, Langan will complete the additional reviews. If the agency files/records are not reasonably ascertainable within the established schedule for the project, the report may identify data gaps.

6. Review Of Historical Sources of Information

Langan will obtain standard historical information sources including aerial photographs, fire insurance maps, local street directories, and topographic maps from a third-party vendor. Langan will review building department records, property tax files and zoning/land use records, to the extent that such records are reasonably ascertainable online. Other reasonably ascertainable historical resources may be consulted if deemed useful. Langan will attempt to document obvious uses of the subject property in approximately five-year intervals to the first developed use of the subject property or 1940, whichever is earlier. Uses of the adjoining properties will also be identified from review of aerial photographs, fire insurance maps, local street directories and topographic maps to the extent that these sources were reviewed for the subject property and are likely to be useful in satisfying the objective of identifying RECs for the subject property. Uses of the surrounding properties will also be evaluated and discussed to the extent that information about the surrounding properties is relevant and reasonably ascertainable.

7. Reporting

Langan will prepare a Phase I ESA report that will present our findings, opinions and conclusions as to the presence of recognized environmental conditions, controlled recognized environmental conditions, historical recognized environmental conditions, de minimis conditions, and significant

data gaps at the subject property. The report excludes an evaluation of non-ASTM scope considerations unless the Client requests consideration of specific non-ASTM scope considerations in writing. The report will meet the reporting requirements outlined in ASTM E1527-21 Section 12, and will include a site plan and photographs documenting RECs and de minimis conditions. Langan will provide draft and final reports in electronic, .pdf format.

The report excludes recommendations. Written recommendations may be provided in a separate memorandum for an additional fee if requested by the Client.

CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

PROFESSIONAL SURVEYING SERVICES

FLORIDA COMMERCE PARCELS
CITY OF OAKLAND PARK, FLORIDA
ALTA/NSPS LAND TITLE SURVEY

DATED: August 12, 2026

CRAIG A. SMITH & ASSOCIATES
Consulting Engineers•Planners•Surveyors
1425 E. Newport Center Drive, Deerfield Beach, Florida 33442
954-782-8222
bkeener@craigasmith.com

CRAIG A. SMITH & ASSOCIATES

PROPOSED SCOPE OF SERVICES AND PROPOSED FEE

FOR

PROFESSIONAL SURVEYING SERVICES

PROJECT NAME: Florida Commerce Parcels

PROPOSAL NUMBER: OCASA-0984

PROJECT DESCRIPTION: Map of Boundary Survey (with ALTA/NSPS options)

CLIENT: City of Oakland Park

Attention: Ana Alvarez
Chief Planning Officer

Address: 1100 Park Lane East
Oakland Park, Florida 33334

Phone: 954-630-4273
E-Mail: anaa@oaklandparkfl.gov

GENERAL:

Craig A. Smith and Associates proposes to accomplish the professional surveying services for the above project as outlined in this proposal. When the parties have agreed upon the details of the services to be provided, the fees to be paid for the services, and sign this proposal, this proposal will become a formal written agreement. **It is estimated the survey will be complete by the first week of September, 2026, barring unforeseen circumstances. Access to the property must be provided to the Surveyor's Agents prior to the commencement of field work.**

PURPOSE:
The City of Oakland Park is in negotiations to acquire property along Oakland Park Boulevard West, consisting of Tracts 1 through 3 of Rainbow Plaza as recorded in Plat Book 77, Page 29, Public Records of Broward County, Florida and Tract A of Bates Commercial Park, as recorded in Plat Book 85, Page 4, Public Records of Broward

County, Florida. The City has requested a proposal to survey the Properties as one overall Parcel.

Craig A. Smith & Associates proposes to accomplish the services as follows:

S01 **MAP OF BOUNDARY SURVEY (ALTA/NSPS OPTION)**
Field surveying to produce a Map of Boundary Survey relative to the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys as adopted by the American Land Title Association. The survey will address items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(b)(c), 8, 9, 13, 14. 16, 17 and 19 of Table A, thereof (attached). (Clarifications relating to certain ALTA Items listed above have been provided below). A title commitment, provided by the client, will be reviewed and exceptions to title which affect the subject parcel will be graphically indicated or noted on the Map of Survey. The Map of Boundary Survey adhering to Florida Statutes Chapter 472.027, Florida Administrative Code 5J-17 (Standards of Practice for Surveying in the State of Florida) will be represented on 24" X 36" or 11" X 17" sheets at an appropriate scale. A digitally signed and sealed .PDF of the survey will be provided.

This proposal does not include adherence to any standards other than those indicated above.

Item 6(a)(b): Documentation addressing zoning requirements must be provided to the Surveyor.

Item 17: Street right of way changes will be based on physical evidence only.

Item 20: Professional Liability Insurance will be limited to $1,000,000 and $2,000,000 in the aggregate.

$59,600.00

FEE TOTAL

Craig A. Smith & Associates proposes to accomplish the services listed for a total lump sum fee of **Fifty-Nine Thousand Six Hundred and 00/00 Dollars ($59,600.00).**

PAYMENT OF FEE

Craig A. Smith & Associates proposes to invoice monthly based upon percent completion. Payment is due within thirty days of receipt of the invoice. If CLIENT has not made

payment within forty-five (45) days after receipt of the invoice, interest at the rate of 1½% per month will be added to the invoice. If no payment has been made forty-five (45) days after receipt of invoice, services will be suspended until Craig A. Smith & Associates has been paid in full. CLIENT agrees to pay Craig A. Smith & Associates all reasonable costs, charges, expenses and attorney fees expended or incurred to enforce any provisions hereof.

ADDITIONAL SERVICES

Any service not specifically included in the final Agreement will be considered as an Additional Service. Craig A. Smith & Associates will accomplish Additional Services upon proper written authorization of the CLIENT.

CRAIG A. SMITH & ASSOCIATES

Robert D. Keener

Robert D. Keener, P.S.M.
Vice President

ACCEPTED BY:

City of Oakland Park
Corporation Name

Signature

Sierra Marrero
Name of Authorized Representative

Assistant City Manager
Title

8/13/26
Date

LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, LLC.
110 East Broward Boulevard, Suite 1500
Fort Lauderdale, Florida 33301
(954) 320-2100

CONTRACT CHANGE ORDER FOR ADDITIONAL SERVICES

DATE: 2 September 2026
CHANGE ORDER NO: 1
CONTRACT: Professional Services Agreement, RFQ-100323, and Resolution No. R2024-057
PROJECT NO.: 330135306
PROJECT TITLE: Florida Commerce Parcels
ORDER BY: Ana Alavarez
COMPANY: City of Oakland Park (the City)

STATEMENT OF WORK

This change order has been prepared to complete a Phase II Environmental Site Assessment (ESA) for the Florida Commerce Parcels at 2530 to 2690 West Oakland Park Boulevard in Oakland Park, Florida (the "subject property" or "project"). This change order has been prepared based on the following Recognized Environmental Conditions identified in Langan's Phase I ESA, dated 1 September 2026:

- Supreme Cleaners (2619 W Oakland Park Boulevard) adjoining the subject property to the north, with a documented history of dry-cleaning operations and a reported discharge with no records of assessment or cleanup.
- BP Oil Co #02445 / KSM-BJ Fuel, LLC (2699 West Oakland Park Boulevard) adjoining the subject property to the north. Although the facility received a Site Rehabilitation Completion Order (SRCO) from the Florida Department of Environmental Protection (FDEP) in 2009, the facility was reported as major out of compliance during a March 2024 inspection but there is no documentation from the FDEP indicating the violations have been closed, and groundwater monitoring or sampling activities have not been completed since 2009.

The following scope of services has been prepared to evaluate if groundwater impacts from the adjoining facilities have migrated onto the subject property and have the potential to impact future redevelopment.

SCOPE OF SERVICES

Langan will complete the following scope of services.

Task 1 – Phase II ESA

Methodology

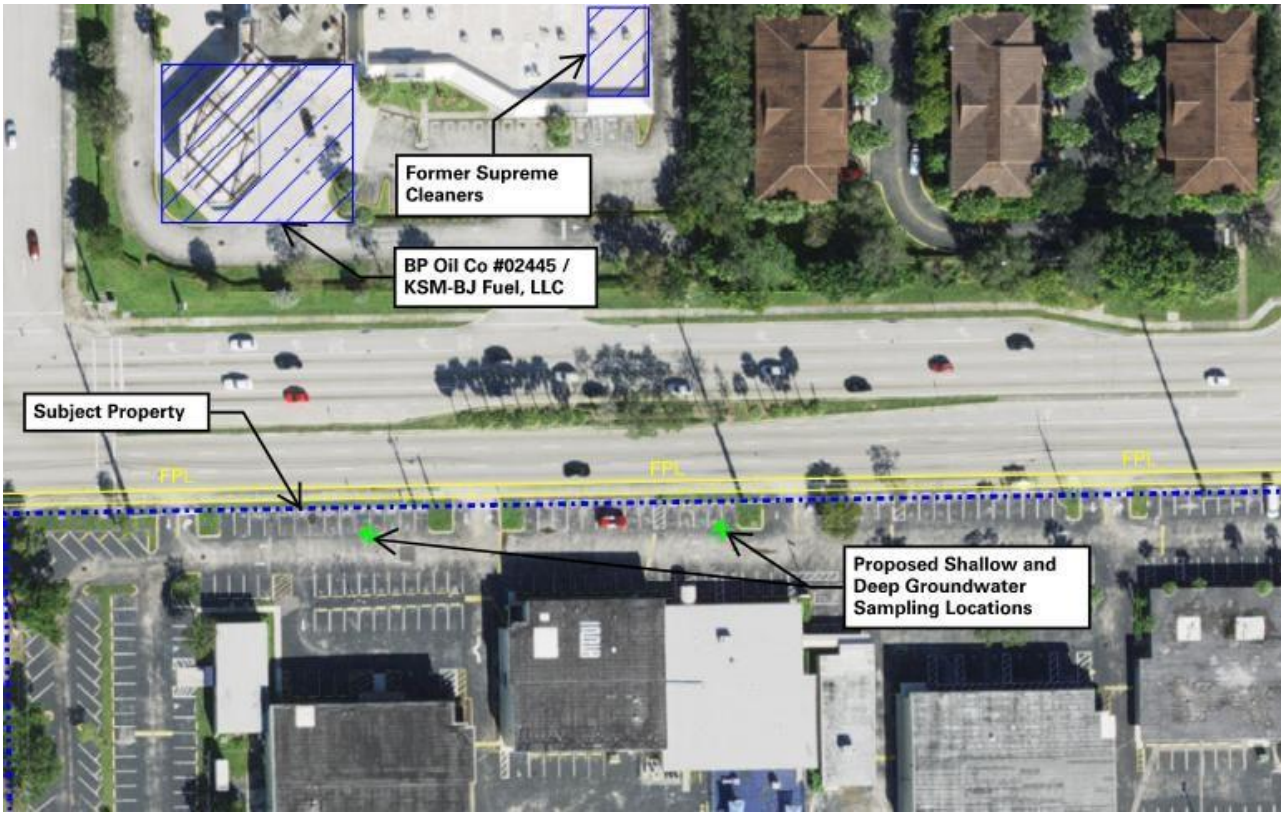
Langan will conduct all field work according to the Chapter 62-160, FAC and Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (effective May 2026). We will subcontract a licensed drilling contractor to provide direct-push drilling services, an environmental laboratory certified by the National Environmental Laboratory Accreditation Program to provide analytical services. Langan will initiate a public utility clearance through Sunshine State One-Call and subcontract a private utility locator to mark the utilities at proposed boring locations before drilling. We will also soft dig each location to five feet below land surface (bls). If available, we request that you provide us with drawings or other documentation of subsurface utilities.

Overhead transmission power lines with an estimated voltage between 200 and 350 kilovolts (kV) are located along the northern property boundary. Langan will place the drilling and groundwater sampling points at a minimum distance of 20 feet from the power lines in accordance with Occupational Safety

and Health Administration (OSHA) guidelines. Actual sampling locations will be determined in the field and coordinated with the current property owner.

Groundwater Sampling

Langan will collect two sets of shallow and deep groundwater samples (four samples total) near the northern boundary of the subject property. The groundwater samples will be collected from temporary points using a Geoprobe® drill rig equipped with Direct-Push Technology and a Geoprobe® sampler advanced to approximately 12 and 35 feet bls or shallower if refusal is encountered. The proposed locations are shown below.



Following installation, the temporary points will be developed with a centrifugal pump and high-density polyethylene (HDPE) tubing to remove sediment and promote hydraulic communication with the surrounding aquifer. After the well has been purged, we will collect groundwater samples from the two shallow points for the laboratory for analysis of volatile organic aromatic (VOA) and volatile organic halocarbons (VOH) by EPA method 8260, polycyclic aromatic hydrocarbons (PAH) by EPA method 8270, and total recoverable petroleum hydrocarbons by the FLPRO method. We will collect groundwater samples from the two deep points for analysis of VOH only, because dry cleaning compounds are denser than water and known to migrate downward vertically in groundwater.

Upon completion of sampling the boreholes will be backfilled, and the surface will be restored with asphalt patches.

Data Evaluation and Reporting

Langan will compare the groundwater analytical results to the Groundwater Cleanup Target Levels (GCTL) in Chapter 62-777, Florida Administrative Code (FAC). We will review the laboratory reports to evaluate that the detection limits do not exceed cleanup target levels, quality control samples and recoveries are within acceptable limits, and the data are properly flagged. Following our evaluation of the data, we will discuss the results with you. The fees below reflect up to one hour of meetings with the City.

Langan will prepare a Phase II ESA report. The report will include maps depicting the sample locations, analytical data tables containing a summary of the laboratory analytical data, well sampling logs, laboratory analytical reports, and conclusions and recommendations, if applicable.

FEES:

The additional services included herein will be invoiced time-and-materials based upon the fee estimate summarized below.

Task	Fee
Phase II ESA:	
Langan fee (field preparation and groundwater sampling)	$ 3,000
Driller and Geophysical Survey (subcontracted)	$ 4,000
Laboratory Analysis with 48-hour Rush Analysis (subcontracted)	$ 1,250
Reimbursable Expenses (equipment, mileage, etc.)	$ 250
Report Preparation	$ 3,500
Total:	**$12,000**

CHANGE ORDER TOTAL: $12,000

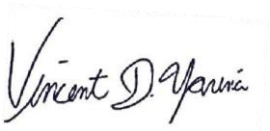
SCHEDULE:

We will collect groundwater samples within one week of authorization or the driller's soonest availability. We will request the laboratory analyze the groundwater samples on a two-day rush turnaround that begins once samples are received at the laboratory. Upon Langan's receipt of the laboratory data, we will provide the client with a verbal or email update within one business day and prepare a Phase II ESA report within two weeks.

LIMITATIONS

Langan's services will be provided according to generally accepted environmental science, geosciences, and engineering practices at the time the services are performed. No expressed or implied representation or warranty is included or intended in our reports, except that our services will be performed within the limits prescribed by the client and with customary thoroughness and competence of our profession.

LANGAN is proceeding with the above-described scope of services based on the authorization signature shown below. If notified to stop work on these services, the client agrees to pay Langan for all work completed up to the stop-work notification.



Agreement Authorized By: _____ for Langan: Vincent D. Yarina, PG, CEM

cc: Steven Sherman, P.E; Michael Spievack, P.E./ Langan

\\langan.com\data\FTL\data3\330135306\Management\Proposals\ASR\Florida Commerice Parcels Change Order No. 1 - Phase II ESA.docx

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 17

MEETING DATE: 9/9/2026

PREPARED BY: Michele Johnson, Comptroller, Financial Services

Rhea Rivera, CGFM, Director, Financial Services

DEPARTMENT HEAD APPROVAL: FINANCIAL SERVICES

SUBJECT:
Financial Activity Report for the Period Ended July 31, 2026

1. BACKGROUND/HISTORY

The Monthly Financial Report is an unaudited snapshot of the City's performance.

2. CURRENT ACTIVITY

3. FINANCIAL IMPACT

4. RECOMMENDATION

For informational purposes only.

ATTACHMENTS:

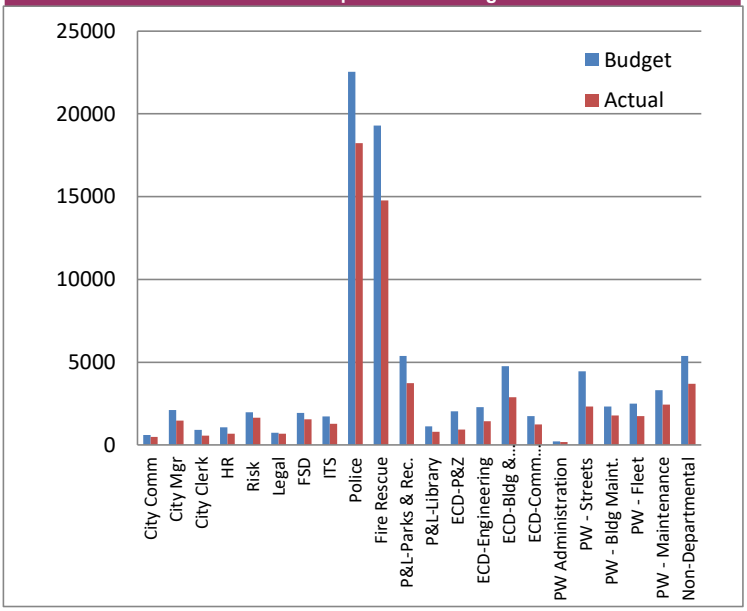
Financial Activity Report for the period ended July 31,2026

City of Oakland Park, Florida

Financial Activity Report as of July 31, 2026

(83% of year elapsed)

YTD-General Fund Expenditures- Budget to Actual



General Fund Revenues

Revenues	Budget	Year-to-Date	YTD %
Property Taxes	$ 33,989,596	$ 34,185,277	100.6%
Other Taxes	9,654,430	6,770,126	70.1%
Permits & Assessments	8,985,071	4,928,103	54.8%
Intergovmental	5,981,344	4,372,208	73.1%
Charges for Services	18,302,299	17,425,656	95.2%
Fines & Forfeitures	371,000	531,900	143.4%
Misc. Revenue	2,111,158	2,014,224	95.4%
Other sources	330,783	123,791	37.4%
Prior year fund balance	8,695,801	-	0.0%
Total Revenues	$ 88,421,482	$ 70,351,285	79.6%

General Fund Expenditures

Expenditures	Budget	Year-to-Date	YTD %
City Commission	$ 606,453	$ 493,773	81.4%
City Manager	2,114,047	1,480,264	70.0%
City Clerk	919,957	554,936	60.3%
Human Resources	1,076,314	686,580	63.8%
Risk Management	1,967,948	1,653,242	84.0%
Legal	739,500	676,346	91.5%
Financial Services	1,932,651	1,551,454	80.3%
Information Technology	1,732,788	1,276,844	73.7%
Police	22,524,391	18,227,087	80.9%
Fire Rescue	19,286,788	14,770,015	76.6%
Parks & Recreation	5,371,039	3,742,963	69.7%
Library and Cultural Services	1,129,117	794,394	70.4%
ECD- Planning & Zoning	2,033,591	926,656	45.6%
ECD- Engineering & Const. Mgmt	2,292,320	1,442,562	62.9%
BCS- Building & Permitting	4,757,645	2,894,740	60.8%
BCS- Community Enhancement	1,742,667	1,238,425	71.1%
Public Works Administration	226,194	193,111	85.4%
Public Works - Streets	4,460,124	2,326,359	52.2%
Public Works - Bldg Maint.	2,320,429	1,781,587	76.8%
Public Works - Fleet	2,503,440	1,757,200	70.2%
Publc Works - Parks Maintenance	3,311,196	2,455,824	74.2%
Non-Departmental	5,372,883	3,692,888	68.7%
Total Expenditures	88,421,482	64,617,249	73.1%
Excess(deficiency)	$ -	$ 5,734,036	

YTD-Total Citywide Expen. Budget

Expenditures	Budget	Year-to-Date	YTD %
Total Citywide Budget	$ 200,687,939	$ 117,990,882	58.8%

Selected Other Funds

Debt Service Fund	Budget	Year-to-Date	YTD %
Ad Valorem - Debt Service	$ 3,048,260	$ 3,046,984	100.0%
Interfund Transfers	2,741,356	2,690,630	98.1%
Total Revenues	5,789,616	5,737,614	99.1%
Total Expenses	5,789,616	5,737,614	99.1%
Excess(deficiency)	$ -	$ -	

CRA Fund	Budget	Year-to-Date	YTD %
Revenues	$ 47,322	$ 43,570	92.1%
Other sources	569,177	474,314	83.3%
Prior Year Fund Balance	449,901	$ 73,362	16.3%
Total Revenues	1,066,400	591,246	55.4%
Expenses- Personal	364,144	264,603	72.7%
-Operating	555,238	305,642	55.0%
-Capital Outlay	-	-	0.0%
-Other	147,018	21,000	14.3%
Total Expenses	1,066,400	591,246	55.4%
Excess(deficiency)	$ -	$ -	

Water & Sewer Fund	Budget	Year-to-Date	YTD %
Revenues - Water	$ 14,603,675	$ 13,056,295	89.4%
-Sewer	11,147,000	9,799,108	87.9%
-Other	540,000	720,089	133.3%
-Other sources	15,000	-	0.0%
Prior Year Fund Balance	6,051,485	-	0.0%
Total Revenues	32,357,160	23,575,492	72.9%
Expenses:			
Water-Personal	1,486,734	1,115,616	75.0%
-Operating	10,497,875	7,616,924	72.6%
-Capital Outlay	1,558,375	161,736	10.4%
-Debt Service	1,478,735	776,557	52.5%
-Other	256,000	2,422	0.9%
Total Water Expenses	15,277,718	9,673,254	63.3%
Sewer-Personal	1,373,000	989,628	72.1%
-Operating	10,934,484	7,501,029	68.6%
-Capital Outlay	3,043,224	1,751,861	57.6%
-Debt Service	1,478,735	776,557	52.5%
-Other	250,000	-	0.0%
Total Sewer Expenses	17,079,442	11,019,074	64.5%
Water/Sewer Expenses	32,357,160	20,692,328	63.9%
Excess(deficiency)	$ -	$ 2,883,164	

Solid Waste Fund	Budget	Year-to-Date	YTD %
Revenues - Residential	$ 3,703,987	$ 3,692,894	99.7%
-Commercial	6,283,600	6,129,141	97.5%
-Other	211,500	373,766	176.7%
PY Fund Balance	1,601,163	-	0.0%
Total Revenues	11,800,250	10,195,801	86.4%
Expenses-Personal	2,633,273	2,119,016	80.5%
-Operating	6,270,163	4,671,952	74.5%
-Capital Outlay	2,184,376	1,957,735	89.6%
-Debt Service	512,438	461,370	90.0%
-Other	200,000	-	0.0%
Total Expenses	11,800,250	9,210,074	78.0%
Excess(deficiency)	$ -	$ 985,727	

Stormwater Fund	Budget	Year-to-Date	YTD %
Revenues - Stormwater	$ 5,676,698	$ 5,772,335	101.7%
-Other	5,380,402	249,262	4.6%
-Other sources	7,537,170	548,313	7.3%
Prior Year Fund Balance	4,355,995	-	0.0%
Total Revenues	22,950,265	6,569,910	28.6%
Expenses -Personal	1,068,184	743,349	69.6%
-Operating	2,362,877	1,609,686	68.1%
-Capital Outlay	17,860,317	1,579,948	8.8%
-Debt Service	1,107,238	896,814	81.0%
-Other	551,649	-	0.0%
Total Expenses	22,950,265	4,829,797	21.0%
Excess(deficiency)	$ -	$ 1,740,114	

City of Oakland Park, Florida

Financial Activity Report as of July 31, 2026

General Fund Expenditure Detail

Dept/Division	Budget	YTD $	ENC $	YTD+ENC %
City Commission				
Personal	190,125	150,364	-	79.1%
Operating	416,328	343,409	24,667	88.4%
Capital Outlay	-	-	-	0.0%
Total City Comm.	$ 606,453	$ 493,773	$ 24,667	85.5%
City Manager				
Personal	1,796,844	1,310,544	-	72.9%
Operating	317,203	169,720	28,422	62.5%
Capital Outlay	-	-	-	0.0%
Total City Manager	$ 2,114,047	$ 1,480,264	$ 28,422	71.4%
City Clerk				
Personal	449,124	330,745	-	73.6%
Operating	470,833	224,191	55,555	59.4%
Capital Outlay	-	-	-	0.0%
Total City Clerk	$ 919,957	$ 554,936	$ 55,555	66.4%
Human Resources				
Personal	734,984	506,795	-	69.0%
Operating	341,330	179,785	14,854	57.0%
Capital Outlay	-	-	-	0.0%
Total HR	$ 1,076,314	$ 686,580	$ 14,854	65.2%
Risk Managmt				
Operating	$ 1,967,948	$ 1,653,242	$ -	84.0%
Legal				
Operating	$ 739,500	$ 676,346	$ 60,763	99.7%
Financial Services				
Personal	1,563,602	1,224,948	-	78.3%
Operating	369,049	326,507	11,251	91.5%
Capital Outlay	-	-	-	0.0%
Total Financial Ser.	$ 1,932,651	$ 1,551,454	$ 11,251	80.9%
Info. Tech.				
Personal	759,110	650,490	-	85.7%
Operating	883,678	588,813	115,153	79.7%
Capital Outlay	90,000	37,541	48,128	95.2%
Total Information Tech.	$ 1,732,788	$ 1,276,844	$ 163,281	83.1%
Police				
Personal	325,000	-	-	0.0%
Operating	22,199,391	18,227,087	3,712,399	98.7%
Total Police	$ 22,524,391	$ 18,227,087	$ 3,712,399	97.4%
Fire Rescue				
Personal	17,328,368	13,850,615	-	79.9%
Operating	1,334,023	824,022	212,798	77.7%
Capital Outlay	624,397	95,378	487,549	93.4%
Total Fire Rescue	$ 19,286,788	$ 14,770,015	$ 700,347	80.2%
Parks & Rec.				
Personal	2,383,775	1,840,356	-	77.2%
Operating	2,446,900	1,829,683	410,889	91.6%
Capital Outlay	504,243	49,060	416,449	92.3%
Grants & Aids	36,121	23,864	521	67.5%
Total Parks & Recr.	5,371,039	3,742,963	827,859	85.1%
Non-Departmental				
Operating	752,420	140,715	9,300	19.9%
Capital Outlay	-	-	-	0.0%
Grants & Aids	170,000	100,000	20,000	70.6%
Other Uses	4,450,463	3,452,173	-	77.6%
Total Non-dept	$ 5,372,883	$ 3,692,888	$ 29,300	69.3%
Total General Fund	$ 88,421,482	$ 64,617,249	$ 9,290,835	83.6%

Dept/Division	Budget	YTD $	ENC $	YTD+ENC %
Library and Cultural Services				
Personal	754,836	561,619	-	74.4%
Operating	374,281	232,775	42,715	73.6%
Capital Outlay	-	-	-	0.0%
Total P&L-Library	$ 1,129,117	$ 794,394	$ 42,715	74.1%
ECD- Plan. & Zoning				
Personal	926,375	657,880	-	71.0%
Operating	1,107,216	268,776	317,677	53.0%
Capital Outlay	-	-	-	0.0%
Total Plan/Zoning	$ 2,033,591	$ 926,656	$ 317,677	61.2%
ECD- Engineering & Const. Mgmt				
Personal	1,269,341	1,033,052	-	81.4%
Operating	1,022,979	409,510	412,733	80.4%
Capital Outlay	-	-	-	0.0%
Total Engineering	$ 2,292,320	$ 1,442,562	$ 412,733	80.9%
BCS- Bldg & Permitting				
Personal	2,554,440	1,801,985	-	70.5%
Operating	2,053,205	978,517	613,526	77.5%
Capital Outlay	150,000	114,237	-	0.0%
Total Bldg/Permits	$ 4,757,645	$ 2,894,740	$ 613,526	73.7%
BCS- Community Enhancement				
Personal	1,227,104	975,633	-	79.5%
Operating	505,563	262,792	83,169	68.4%
Grants & Aids	-	-	-	0.0%
Capital Outlay	10,000	-	-	0.0%
Total Comm. Enhancement	$ 1,742,667	$ 1,238,425	$ 83,169	75.8%
Public Works Admin.				
Personal	202,682	175,883	-	86.8%
Operating	23,512	17,229	2,692	84.7%
Capital Outlay	-	-	-	0.0%
Total PW-Admin	$ 226,194	$ 193,111	$ 2,692	86.6%
Public Works - Streets				
Personal	617,363	383,616	-	62.1%
Operating	3,415,649	1,619,366	1,195,206	82.4%
Grants & Aids	3,000	-	-	0.0%
Capital Outlay	424,112	323,376	11,676	79.0%
Total PW-Street	$ 4,460,124	$ 2,326,359	$ 1,206,881	79.2%
Public Works - Bldg Maint.				
Personal	985,001	821,485	-	83.4%
Operating	1,217,022	868,846	202,365	88.0%
Capital Outlay	118,406	91,256	-	77.1%
Total Building Maint.	$ 2,320,429	$ 1,781,587	$ 202,365	85.5%
Public Works - Fleet				
Personal	772,680	617,839	-	80.0%
Operating	1,706,627	1,115,228	487,942	93.9%
Capital Outlay	24,133	24,133	-	0.0%
Total Fleet	$ 2,503,440	$ 1,757,200	$ 487,942	89.7%
Public Works - Parks Maintenance				
Personal	1,187,893	916,973	-	77.2%
Operating	1,680,412	1,240,184	154,249	83.0%
Capital Outlay	442,891	298,666	138,190	98.6%
Total PW- Parks Maint.	$ 3,311,196	$ 2,455,824	$ 292,439	83.0%

CITY OF OAKLAND PARK, FLORIDA
CITY COMMISSION AGENDA ITEM REPORT

AGENDA ITEM NO. 18

MEETING DATE: 9/9/2026

PREPARED BY: City Attorney **DEPARTMENT HEAD APPROVAL:** CITY CLERK

SUBJECT: City Attorney Report - 09-09-26

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

3. FINANCIAL IMPACT

4. RECOMMENDATION

ATTACHMENTS:

CA Report

CITY ATTORNEY ACTIVITY REPORT

CITY COMMISSION AGENDA

September 9 2026
6:30 PM

AGENDA PREPARATION

RESOLUTIONS/AGENDA ITEMS:

1. Adoption of the Tentative, FY27 Millage Rate and Operating Budget. Advertising for this public hearing appeared on the TRIM notice.

2. Tentative FY27 Millage Operating and Debt Service Rates Adoption

3. FY27 Tentative Annual City Budget Adoption

4. Case #CD26-09CU | 3600 NE 5 Avenue, Outdoor Storage Use | Conditional Use: An Application for Conditional Use approval to allow a 17,261 sq. ft. Outdoor Storage Yard as an ancillary use to an existing 2-story 10,434 sq. ft. flex warehouse office building on property located at 3600 Northeast 5 Avenue and identified with parcel identification number 4942-22-00-0630.

5. Emergency Procurement – Environmental Cleanup and Waste Disposal Associated with Illicit Chemical Discharge on NE 3rd Avenue

6. Interlocal Agreement with Broward County for Building Plan Review and Inspection Services

7. Renewal of Agreement with South Florida Food and Wine, Inc. for Event Management Services

8. Keylite Fire Station Alerting System Service Agreement

9. Approval to purchase medical supplies from Medline Industries, Inc. using OMNIA Partners cooperative purchasing contract #2021003157

10. Florida East Coast Railway Crossings Rehabilitation

11. Approval of Year 7 Measurement and Verification Services Payment to Energy Systems Group, LLC

12. Approval of the Surtax Funding Agreement (SFA) between the City of Oakland Park and Broward County for the NE 13th Avenue Sidewalk and Drainage Improvements Project (OAKL-22-004).

13. Approval of Additional Professional Services with Currie Sowards Aguila Architects for Architectural and Engineering Services for City Centennial Park

14. Code Enforcement Board Appointments - Two (2) Regular Members

15. Request for Additional Expenditure Authority for Due Diligence Professional Services Related to the Potential Acquisition of Real Property from the State of Florida, Department of Commerce

16. CRA- Tentative Budget for FY 2027.

ORDINANCES

N/A

LITIGATION/ADMINISTRATIVE PROCEEDINGS:

1. Oakland Park Dixie v. School Board Broward County, et al. Case No.: CACE 26-003633
2. Father Robert Caudill, All Saints Catholic Mission, Inc. v. City of Oakland Park, Florida
3. Power Financial Credit vs. 4900 Powerline LLC , City of Oakland Park et al (Foreclosure)
4. Space Coast Union (Richard Smith/ Derick Bolinder) vs. City of Oakland Park (Foreclosure)
5. NewRez LLC vs. Bolinder, Derick, City of Oakland Park et al (Foreclosure)
6. Aleksandr Veksler Plaintiff vs. Anthony Younglove, et al Defendant (Foreclosure)
7. Newtek Small Business Finance vs DYC, LLC, City of Oakland Park Florida et al (Foreclosure)

LITIGATION (monitoring)

1) Jerson Velazquez Ordonez vs. City of Oakland Park et al
2) Coty Dean Griffiths v. Oakland Park (Auto Negligence)
3) Michelle Garcia v Cypress Lakes Owner, LLC (Trip and Fall/Negligence)
4) Allan Sendel vs. Oakland Park (Negligence)
5) Personal Injury Claim - Gregory Yusaf
6) Charles Payne vs. City of Oakland Park (Negligent Retention)
7) Maria Bernadette Garguilo v. City of Oakland Park Case: 2025 CA 00531 (Auto Negligence claim)
8) Joseph DiMarco v. City of Oakland Park et. al. (Personal Injury claim)
9) Dallas Pralle v. City of Oakland Park (Personal Injury claim)

MUNICIPAL PROSECUTIONS

- No cases pending.

MISCELLANEOUS

1. Oakland Park p/f Department of Commerce
2. CODE202608000022019 (100 NW 54 CT) - Notice Disputed and Contested; Public Records Request; Request for Case File
3. Oakland Park/Oakland 95 Settlement- Review Draft ILA
4. Prepare for closing Horizon project
5. City of Oakland Park/ Oakland Storage
6. Community Enhancement/ Code Lien Reduction Policy
7. Oakland Park Storage Builders, LLC

BOARDS

- Code Enforcement Board
- Unsafe Structures Board
- P&Z Board
- Board of Adjustment
- GEPP Board