AGREEMENT FOR SALE OF POTABLE WATER

THIS AGREEMENT made and entered into this 10TH day of JUNE, 2024, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, herein called the "Seller,"

and

CITY OF TAMARAC, a municipal corporation of the State of Florida, herein called the "Consumer," collectively "Parties".

WHEREAS, Seller and Consumer entered into a 30-year agreement in 1994 for the provision of potable water from Seller to Consumer; and

WHEREAS, pursuant to Resolution No.94-178, adopted at its meeting of September 14, 1994, the City Commission of the City of Tamarac authorized the proper officials of Consumer to enter into an Agreement for the purchase of potable water from the Seller; and

WHEREAS, pursuant to Resolution No. 94-137, adopted at its meeting of September 7, 1994, the City Commission of the City of Fort Lauderdale authorized the proper officials of Seller to enter into an Agreement for the sale of potable water to the Consumer; and

WHEREAS, the Parties hereto desire to continue the relationship; and

WHEREAS, in 2021, the Consumer expressed its interest in a shorter duration Agreement due to undertaking a project to extend its infrastructure to serve the service area identified in the Agreement; and

WHEREAS, the Seller, in its proprietary capacity, owns and operates a municipal public water supply and is in a position to continue to provide service to the Consumer; and

WHEREAS, the Consumer, in its proprietary capacity, owns and operates a water distribution system, and Consumer desires to continue to purchase water from Seller to service Consumer's customers upon terms mutually agreeable

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Beginning October 18, 2024 and continuing for a period of Five-years (5) thereafter, Seller agrees to sell to the Consumer and the Consumer agrees to buy from the Seller potable water for resale to the citizens and customers of the Consumer, under the terms and conditions set forth herein. The Agreement may be extended for one additional two-year (2) term. Each Party shall notify the other regarding intention to extend or not extend two (2) years prior to the expiration date of the Agreement. After the completion of the Rate Study referred to in Section 9 of this Agreement, Consumer shall have the option to terminate the Agreement with two (2) year's notice if the water rates charged by the Seller increase by more than ten percent (10%) in any of the years covered by the Rate Study.

Notwithstanding the above, if Consumer is scheduled to complete its Eastside Water Main Project (Service Area) during the Agreement term, Consumer shall have the right to terminate the Agreement with twelve (12) months' notice in writing to Seller unless there is less than twelve (12) months remaining under the Agreement. In such case, the Agreement shall terminate at the end of the term.

2. The areas to be served by the Consumer are situated in Broward County, Florida, and are described in the City of Tamarac corporate limits as they may amended from time to time. Said Service Area is attached hereto as Exhibit "A".

3. During the term of this Agreement, the Consumer shall not purchase water from any person, firm or corporation other than the Seller for Consumer's customers within the service area boundaries so long as the Seller is able to supply the quantity and quality of water required by the consumer, except by written consent of Seller evidenced by an amendment to this Agreement. Seller shall not sell water to any person, firm, or corporation other than Consumer within the service area boundaries except as otherwise provided in this Agreement. Seller and Consumer shall each comply to the extent applicable with all laws and regulations pertaining to the delivery of potable water to the public.

4. During the term of this Agreement, the Seller will undertake to deliver water to the Consumer in such quantity and quality as are required by the Consumer for resale by the Consumer to its customers in the service areas. Water sold to Consumer hereunder will be supplied from Seller's water producing facilities and will be the same quality as the water furnished by Seller to its consumers within the city limits of Seller.

5. Consumer shall not allow any customer to connect with the Consumer's distribution system whose requirements are reasonably estimated to exceed 100,000 gallons of water per day without the prior written approval of Seller, which approval shall not be unreasonably withheld. In the event any customer, after being connected to the Consumer's distribution system, should use as much as 100,000 gallons of water per day, Consumer shall immediately notify Seller and obtain Seller's approval, which shall not be unreasonably withheld, before such customer shall be furnished water in quantities exceeding 100,000 gallons per day.

6. The Seller shall not be required during periods of water shortage resulting from an emergency condition declared by any governmental entity with jurisdiction or resulting from an inadequacy of mains or other facilities, to do more than deliver water to Consumer's master meters in such quantities as are available for allocation by the Seller among all its consumers. In the event it should become necessary for the Seller to adopt regulations for conservation of water in case of emergency per Chapter 40E-21 of the Florida Administrative Code (FAC), the Consumer agrees that it will adopt and enforce similar regulations for conservation of water during such time of emergency.

7. There shall be one (1) or more master meters located at points mutually agreeable, through which all water supplied to customers of Consumer shall be supplied, and all water furnished by Seller shall be metered through such meters. Such meters shall be supplied and installed by the Seller at the expense of the Consumer as provided in Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale. After installation, the Seller shall, at its own expense, maintain the meters. Title to the meters shall remain with the Seller. All master meters shall be tested annually by and at the expense of the Seller. All master meters shall be adjusted to the registration accuracy as specified in the Appropriate American Water Works Association Standard for Cold Water Meters. The date and time of the test shall be coordinated with Consumer to allow Consumer to witness the test whenever possible. In addition to the annual test, the Consumer may at any time request that Seller conduct an additional test or that Seller arranges for such test by an independent qualified testing company. The request shall be made in writing and the date and time of the test shall be coordinated with Consumer to allow consumer to witness the

test whenever possible. If such test shows that the master meter has been over-registering by more than two percent (2%), there will be no charge for such test and the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly. If such test shows that the master meter has not been over-registering by more than two percent (2%), the cost of such test shall be charged to Consumer. If such test shows that the master meter has been under-registering by more than two percent (2%), the previous bill rendered based on the last reading of that master meter shall be adjusted accordingly.

8. The Consumer shall be bound by the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale, now existing or as amended from time to time, insofar as same are applicable, as well as all applicable ordinances of the City of Fort Lauderdale now existing or hereafter adopted pertaining to water service and water regulations.

9. Water rates to be charged by the Seller to the Consumer shall be the rate provided to be charged to master meters under the provisions of Sections 28-143(b)(1) and 28-143(b)(2) of the Code of Ordinances of the City of Fort Lauderdale.

Seller agrees to conduct a Comprehensive Water and Wastewater Rate Study no later than every five (5) years during the term of this Agreement. Seller agrees to Consumer's non-binding participation in such Rate Study. Seller agrees that payment of fines or penalties imposed due to non-compliance of permit conditions or spills will be borne by Seller and will not be passed on to Consumer through the Rate Study.

10. The Seller shall render monthly or bimonthly statements for water furnished and the Consumer shall pay promptly all statements furnished. Should the Consumer fail or refuse to pay the amount of such statement within thirty (30) days after same has been submitted, the Seller shall have the right to enforce the provisions of Chapter 28 of the Code of Ordinances of the City of Fort Lauderdale providing for discontinuance of service until past due indebtedness is paid in addition to any other legal remedies available to Seller.

11. During the term of this Agreement, the Consumer may purchase quantities of potable water from sources other than the Seller, after written approval by the Seller, for emergency use, only if the Seller cannot provide potable water to each metering or connection point in compliance with the applicable section of the United States Environmental Protections Agency Safe Drinking Water Act and Florida Administrative Code 62-555-350.

12. Consumer and Seller shall cooperate in obtaining from or providing to the appropriate regulatory agencies such permits, or other data, as may be required for the performance of this Agreement. Consumer shall furnish to Seller plans and specifications of the existing water distribution system of Consumer and from time to time furnish copies of plans and specifications of any additions to or extension of Consumer's water distribution system.

13. To the extent provided by law and as expressly limited by Section 768.28, Florida Statutes, as may be amended or revised, Consumer and Seller agree to indemnify and hold harmless each other from all costs, losses, and expenses, including, but not limited to, damages to persons or property, judgments, and attorneys' fees, arising out of and in connection with this Agreement.

14. This Agreement supersedes the previous agreement between the Parties dated October 18, 1994. This Agreement may not be amended, except by the mutual consent of the Parties in writing executed with the same dignity as this Agreement.

15 This Agreement shall not become effective until a Resolution has been adopted by the governing bodies of Seller and Consumer approving this Agreement and authorizing its execution.

16. If at any time during this Agreement Consumer sells all or a portion of its utility system, then this Agreement shall be binding upon Consumer's Successor. Consumer's Successor shall have the option to terminate this Agreement, no later than two years after taking over this Agreement, upon written notice to Seller. The written notice shall provide twelve-month notice. If Consumer's Successor fails to terminate this Agreement within two years of taking over this Agreement, then Consumer's Successor shall waive this termination clause.

17. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

18. Other than as a remedy for nonpayment as provided in Paragraph 10 herein, Seller shall not totally discontinue the sale of potable water to consumer during the term of this Agreement and for a reasonable period thereafter, unless and until Consumer is able to secure an alternate source of supply.

19. **PUBLIC RECORDS**

IF THE CONSUMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONSUMER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, E-MAIL PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSUMER shall:

1. **Keep and maintain public records required by the City of Fort Lauderdale ("City") in order to perform the service.**

2. **Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.**

3. **Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consumer does not transfer the records to the City.**

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

20. **NOTICE**

Any notice required to be given hereunder shall be considered to have been properly given if the same has been sent in writing by certified mail, to the following:

CITY:	City Manager City of Fort Lauderdale 101 NE 3 Avenue, Suite 2100 Fort Lauderdale, FL 33301
With a copy to:	City Attorney City of Fort Lauderdale 1 East Broward Boulevard, Suite 1320 Fort Lauderdale, FL 33301
CUSTOMER:	CITY OF TAMARAC 7525 NW 88 Avenue Tamarac, FL 33321

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

SELLER

CITY OF FORT LAUDERDALE, a municipal corporation

By: _____
SUSAN GRANT
Acting City Manager

29 day of August, 2024

(CORPORATE SEAL)

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and Correctness:
Thomas J. Ansbro, City Attorney

By: _____
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

CONSUMER

CITY OF TAMARAC, a municipal corporation

By: _____
MICHELLE J. GOMEZ
Mayor

(CORPORATE SEAL)

ATTEST:

By: _____
KIMBERLY DILLON
City Clerk

Approved as to Legal Form:

By: _____
HANS OTTINOT, ESQ.
City Attorney

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF Agmt btw C.O.T and City of Fort Lauderdale
THE ORIGINAL OF WHICH IS ON FILE IN CITY HALL
WITNESS MY HAND AND OFFICIAL SEAL
OF THE CITY OF TAMARAC, FLORIDA.
THIS 18th DAY OF June, 2024.
Reyica Carroll
CITY CLERK

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2024-055

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A FIVE-YEAR EXTENSION OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND THE CITY OF TAMARAC FOR THE SALE OF POTABLE WATER FROM AN EXISTING INTERCONNECTION, EFFECTIVE FROM OCTOBER 18, 2024, THROUGH OCTOBER 17, 2029, UNLESS TERMINATED EARLY PER THE CONDITIONS OF THE EXTENSION; AUTHORIZING EXPENDITURES FOR POTABLE WATER PURCHASE, NOT TO EXCEED THE ANNUAL AMOUNT BUDGETED FOR SAID PURPOSE; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ADMINISTER THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac owns, operates, and maintains the water supply, treatment, and distribution systems; and

WHEREAS, currently, the City's distribution system is divided into two sections; Tamarac Utility West (TUW) extending from the western limits of the City to State Road 7 and Tamarac Utility East (TUE), extending from NW 31st Avenue to Prospect Road and NW 15th Avenue; and

WHEREAS, the water servicing TUW is supplied by the City of Tamarac, while the City of Tamarac maintains the distribution infrastructure, water servicing the TUE is supplied by the City of Fort Lauderdale to the City of Tamarac as a bulk purchasing customer; and

WHEREAS, via Resolution R-94-178, dated September 14, 1994, the City Commission of the City of Tamarac approved and authorized a thirty (30) year agreement with the City of Fort Lauderdale for the sale of Potable Water through an existing interconnection, which will expire on October 18, 2024, Resolution No. R-94-178 is incorporated herein, and is on file at the Office of the City Clerk; and

WHEREAS, the City of Tamarac's Eastside Water Main Extension Project, which will deliver drinking water to the TUE, is currently under design, and estimated to be approximately three (3) years from final completion; and

WHEREAS, the City of Fort Lauderdale has agreed to extend the Agreement with the City of Tamarac for the Sale of Potable Water for five (5) years, effective October 18, 2024, and the City of Tamarac shall have the right to terminate this Agreement with a twelve (12) months' notice in writing, a copy of the Extension Agreement is hereto attached as "Exhibit 1"; and

WHEREAS, available funds exist in the Utilities Fund for said purpose; and

WHEREAS, it is the recommendation of the Director of Public Services and the Director of Financial Services, to approve the Five-Year Extension of the Agreement between the City of Tamarac and the City of Fort Lauderdale for the Sale of Potable Water, and to authorize the appropriate City Officials to execute and administer the Agreement, attached hereto as "Exhibit 1"; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve the

Five-Year Extension to the Agreement between the City of Tamarac and the City of Fort Lauderdale for the Sale of Potable Water, and to authorize the appropriate City Officials to execute and administer the Agreement.

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

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

SECTION 2: The City Commission of the City of Tamarac does hereby approve the Five-Year Extension to the Agreement between the City of Tamarac and the City of Fort Lauderdale for the Sale of Potable Water, and to authorize the appropriate City Officials to execute and administer the Agreement, and the appropriate City Officials are HEREBY authorized to execute and administer said Agreement effective through October 17, 2029, unless terminated early by the City of Tamarac per the conditions of the Extension, a copy of the Agreement is attached hereto as "Exhibit 1".

SECTION 3: Funding for said purpose is available in the Utilities Fund, and expenditures for said purpose, not to exceed the annual budgeted amount or as may be amended by the City Commission, are HEREBY approved.

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

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

"The remainder of this page is left blank intentionally"

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

PASSED, ADOPTED AND APPROVED this 10th day of JUNE, 2024.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	YES
DIST 1: COMM. BOLTON	YES
DIST 2: V/M WRIGHT, JR.	YES
DIST 3: COMM. VILLALOBOS	YES
DIST 4: COMM. DANIEL	YES

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

HANS OTTINOT
CITY ATTORNEY

EXHIBIT A

CITY OF TAMARAC SERVICE AREA

THE AREA TO BE SERVICED BY CONSUMER ARE SITUATED IN BROWARD COUNTY, FLORIDA, AND ARE DESCRIBED AS FOLLOWS:

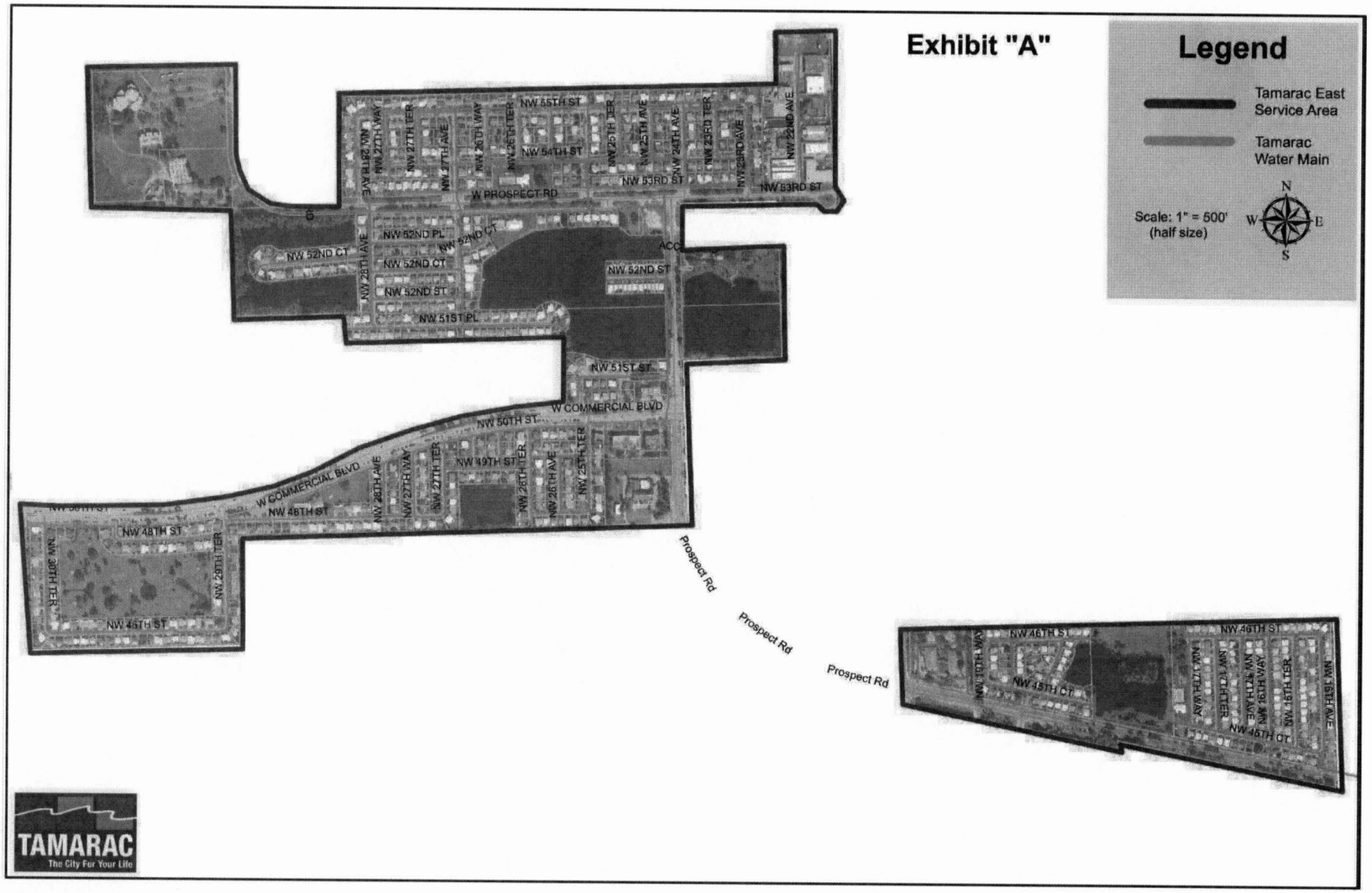
THAT PART OF THE SOUTH HALF (S½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 16, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LYING NORTH OF PROSPECT ROAD.

TOGETHER WITH:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "S", "TAMARAC LAKES SOUTH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 62, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID PARCEL "S" TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF PROSPECT ROAD; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF THE NORTH LINE OF THE SOUTH HALF (S½)OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 17, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; ; THENCE EASTERLY ALONG SAID NORTH LINE TO THE WEST BOUNDARY OF THE EAST HALF (E½) OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 17; THENCE NORTHERLY ALONG SAID WEST BOUNDARY TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH BOUNDARY THEREOF TO THE WEST BOUNDARY OF THE EAST HALF (E½) OF THE EAST HALF (E½) OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 17 SAID POINT ALSO BEING THE INTERSECTION OF THE EAST BOUNDARY OF THE PLAT, "TAMARAC INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE FOLOWING SAID PLAT BOUNDARY NORTHERLY, WESTERLY AND SOUTHERLY TO THE NORTHWEST CORNER OF LOT 6, "TAMARAC INDUSTRIAL PARK", SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 55, BLOCK 27 "TAMARAC LAKES NORTH THIRD SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 7, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE WESTERLY ALONG SAID NORTH PLAT BOUNDARY TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER

(NE¼) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 7; THENCE SOUTH ALONG SAID WEST LINE AND SOUTHERLY PROLONGATION TO THE SOUTH RIGHT OF WAY LINE OF PROSPECT ROAD; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF PARCEL "B", "PROSPECT ROAD PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 154, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL "B" TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF PARCEL "C" OF SAID PLAT; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID OF PARCEL "C" AND THE SOUTHERLY PROLONGATION THEREOF TO THE NORTH HALF (N½) OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH BOUNDARY THEREOF TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST BOUNDARY THEREOF TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH BOUNDARY THEREOF TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST BOUNDARY THEREOF TO THE NORTHWEST CORNER OF THE SOUTH THREE-QUARTERS (S¾) OF THE SOUTHEAST QUARTER (SE¼) OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 17; THENCE EASTERLY ALONG THE NORTH BOUNDARY THEREOF AND ALONG THE NORTH BOUNDARY OF THE SOUTH THREE-QUARTERS (S¾) OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 17 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST BOUNDARY THEREOF TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST COMMERCIAL BOULEVARD; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 17; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW¼) OF THE SOUTHWEST QUARTER (SW¼) OF SAID SECTION 17; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW¼) OF THE SOUTHWEST QUARTER (SW¼) OF SAID SECTION 17 TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 56, BLOCK 16, "TAMARAC LAKES SOUTH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 62, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY AND EASTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID PLAT TO THE SOUTHEAST CORNER OF PARCEL "S" OF SAID PLAT AND THE POINT OF BEGINNING.

Exhibit "A"


Legend
Tamarac East Service Area
Tamarac Water Main
Scale: 1" = 500' (half size)
N
W
E
S
NW 55TH ST
NW 54TH ST
NW 53RD ST
NW 53RD ST
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NW 27TH WAY
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NW 27TH AVE
NW 26TH WAY
NW 26TH TER
NW 25TH TER
NW 25TH AVE
NW 24TH AVE
NW 23RD TER
NW 23RD AVE
NW 22ND AVE
Prospect Rd
Prospect Rd
Prospect Rd
NW 46TH ST
NW 45TH CT
NW 45TH CT
NW 16TH WAY
NW 15TH AVE
NW 15TH TER
NW 14TH AVE
NW 13TH TER
NW 13TH WAY
NW 12TH WAY
TAMARAC
The City For Your Life

COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

JL

Today's Date: 8/27/24

DOCUMENT TITLE: Agreement for Sale of Potable Water - COFL and City of Tamarac

COMM. MTG. DATE: 8/20/24 **CAM #:** 24-0678 **ITEM #:** R-4 **CAM attached:** ☒YES ☐NO

Routing Origin: ____ **Router Name/Ext:** Glynis B/x5091 **Action Summary attached:** ☐YES ☐NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

---

1) Dept:____ **Router Name/Ext:** _____ **# of originals routed:** __ **Date to CAO:** _____

---

2) City Attorney's Office: Documents to be signed/routed? ☒YES ☐NO # of originals attached: ___

Is attached Granicus document Final? ☒YES ☐NO Approved as to Form: ☒YES ☐NO

Date to CCO: 8/27/24 Rhonda Montoya Hasan (Attorney's Name) RMH (Initials)

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3) City Clerk's Office: # of originals: 2 **Routed to:** Donna V./Amber C./CMO **Date:** 8-28-2024

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4) City Manager's Office: CMO LOG #: Aug 42 Document received from: _____

Assigned to: SUSAN GRANT ☐ (Acting City Manager) ANTHONY FAJARDO ☐ (Assistant City Manager)
LAURA REECE ☐ (Acting Assistant City Manager) BEN ROGERS ☐ (Acting Assistant City Manager)
CHRIS COOPER ☐ (Acting Assistant City Manager)

SUSAN GRANT as Acting CRA Executive Director ☐

☐ APPROVED FOR S. GRANT'S SIGNATURE ☐ N/A FOR S. GRANT TO SIGN

PER ACM: Anthony Fajardo _____ (Initial/Date)
PER AACM: Laura Reece _____ (Initial/Date) Ben Rogers _____ (Initial/Date)
Chris Cooper _____ (Initial/Date)

☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions:_____

Forward ___ originals to ☐ Mayor ☒ CCO **Date:** 8/29

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5) Mayor/CRA Chairman: Please sign as indicated.
Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____

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6) City Clerk: Scan original and forwards 2 originals to: Rafeela Persaud Returned 8.30.24 cminott

Attach 2 certified Reso # ☐YES ☐NO **Original Route form to Glynis Burney/CAO** 2 copies

TM#24-0456

Rev. 5/14/2024