

***Tamarac Village
Community Development District***

September 12, 2016

Tamarac Village

Community Development District

5385 N. Nob Hill Road, Sunrise, Florida 33351
Phone: 954-721-8681 - Fax: 954-721-9202

September 6, 2016

**Board of Supervisors
Tamarac Village
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Tamarac Village Community Development District** will be held on **September 12, 2016 at 2:00 p.m. at the City of Tamarac, City Hall, 7525 NW 88th Ave, Room 204, Tamarac, Florida, 33321**. Following is the advance agenda for this meeting:

1. Roll Call
2. Approval of the Minutes of the August 8, 2016 Meeting
3. Consideration of Agreement with Schnars Engineering Corporation to serve as District Engineer
4. Public Hearing to Adopt the Fiscal Year 2017 Budget
 - A. Motion to Open the Public Hearing
 - B. Public Comment and Discussion
 - C. Consideration of **Resolution #2016-02** Adopting the Final Budget
 - D. Consideration of Developer Funding Agreement
 - E. Motion to Close the Public Hearing
5. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Financial Advisor
 - D. Manager
 - 1) Consideration of Proposed Fiscal Year 2017 Meeting Schedule
 - 2) Discussion of Financial Disclosure Report from Commission on Ethics – *everyone has filed*
6. Supervisors Requests and Audience Comments
7. Financial Reports
 - A. Approval of Funding Request **#20**
 - B. Approval of Balance Sheet
8. Adjournment

Enclosed for your review is a copy of the minutes of the August 8, 2016 meeting.

The third order of business is consideration of agreement with Schnars Engineering Corporation to serve as District Engineer. A copy of the agreement is enclosed for your review.

The fourth order of business is the public hearing to adopt the fiscal year 2017 budget. Copies of the budget, **Resolution #2016-02** Adopting the Final Budget, and the developer funding agreement are enclosed for your review.

The fifth order of business is staff reports. Enclosed under the manager's report is a copy of the proposed fiscal year 2017 meeting schedule and the financial disclosure report from the Commission on Ethics indicating that all of the supervisors have filed their annual forms.

The financials and Funding Request #20 are enclosed for your review. The balance of the agenda is routine in nature and staff will present their reports at the meeting. I look forward to seeing you at the meeting, and in the meantime if you have any questions, please contact me.

Sincerely,



Rich Hans
Manager

cc: Dennis Lyles Mark Mason Mike Williams Jeffrey Larson Jon Kessler
Joseph MacLaren Alan Polin Michael Baldwin Jeff Schnars

**MINUTES OF MEETING
TAMARAC VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Tamarac Village Community Development District was held on Monday, August 8, 2016 at 2:00 p.m. at the City of Tamarac, City Hall, 7525 NW 88th Avenue, Room 204, Tamarac, Florida.

Present and constituting a quorum were:

Michael Cernech	Chairman
Whitney Boyd	Vice Chairman
Jasmine Lopez	Assistant Secretary
James Gielda	Assistant Secretary

Also present were:

Gerry Knight	District Counsel
Rich Hans	District Manager
Lisa Derryberry	Governmental Management Services
Rebecca Travis	Mathews Consulting
Mark Mason	Dir. of Financial Services, City of Tamarac

FIRST ORDER OF BUSINESS

Roll Call

Mr. Hans called the meeting to order and stated we have a quorum.

SECOND ORDER OF BUSINESS

**Approval of the Minutes of
the June 13, 2016 Meeting**

Mr. Hans: Item No. 2 is our minutes from our last meeting. If anyone has any comments on the minutes we can take those, if not we just need a motion to approve those.

Ms. Boyd: It looks like there's a couple of instances in the minutes that I think there was a little confusion between Pat Richardson and Mike Cernech as to who spoke what, I mean I really don't know how significant that is or if we want to correct that.

Mr. Hans: If you want to point them out we can fix them.

Ms. Boyd: Yes, so on page 7, the fourth paragraph where it says Mr. Richardson, and there's that long paragraph, that was actually Mike's comment.

Mr. Hans: Ok.

Mr. Cernech: Your memory is better than mine.

Ms. Boyd: Then also on the following page, we were talking about a date and it says, Mr. Cernech, I'll be out of the country, and clearly he's here, so that was Mr. Richardson who was the one who was going on vacation, so I think it was just a mix up on those two. Then where Mr. Richardson says, after Mr. Hans says, and you're available, it's Mr. Cernech that said yes I am. So that was it for that.

Mr. Hans: Alright so we'll make those changes. Does anybody else have anything else? If not, a motion approving the minutes with those changes indicated would be in order.

On MOTION by Ms. Boyd seconded by Ms. Lopez with all in favor, the Minutes of the June 13, 2016 Meeting with the indicate changes were approved.

THIRD ORDER OF BUSINESS

Ranking of Respondents to RFP to serve as District Engineer

Mr. Hans: Item No. 3, at our prior meeting there was a request that we put our engineer services out for proposals or qualifications and that was done. The respondents to the RFQ were distributed to the board members. I did get an email from Mathews Consulting about submitting.

Ms. Travis: Yes, essentially since the request was made about the RFP engineering services, Mathews decided not to pursue the RFP so therefore we needed to do a little housekeeping and request a contract termination.

Mr. Hans: Ok. So basically the contract they were terminated for convenience, I don't think there's any issue with the board.

Mr. Knight: We do have a contract with Mathews, the CDD does?

Mr. Hans: Yes and we went through the process a few years ago.

Mr. Knight: To select a District engineer previously?

Mr. Hans: Yes we did.

Mr. Knight: Ok.

Ms. Boyd: Would this terminate prior to the selection of a new engineering firm or immediately following?

Mr. Hans: It's up to Mathews but nothing is going on right now, if we didn't have an engineer on board until we got a new selected or we have qualified people here and get them to come to our next meeting, there's no worries about that, no issues.

Mr. Knight: Well what's this, 30 day or 60 day termination?

Mr. Hans: Well they're just requesting to terminate it for convenience so, typically we have a 30 day clause in all our contracts, and I'm not 100% certain but if it's shorter than 30 days I don't think that Mathews is contesting that.

Mr. Knight: So we'll just send a letter terminating that agreement consistent with whatever the terms are.

Mr. Hans: Correct, so then I guess we'll just take a motion to that nature for termination of the current engineer.

Mr. Knight: And that the new contract with the new engineer will take effect upon the termination or whenever that period expires I guess, so we don't have two District engineers at the same time.

Mr. Hans: Right. So then we're just looking for a motion to send a termination letter to Mathews Consulting consistent with the contract that we have in place with them.

On MOTION by Ms. Boyd seconded by Ms. Lopez with all in favor, authorizing staff to send a termination letter to the existing District engineer, Mathews Consulting, consistent with the terms of the agreement as stated on the record was approved.

Mr. Hans: So then we'll just move on with our item No. 3 which is our ranking of our respondents to the RFP for District engineering services. There was a packet that was sent out to everybody. There was a ranking sheet that was provided and we've got basically 4 different areas, one is familiarity with the project, prior District experience, ability of the staff personnel, work load, location, and ability to meet time and budgeting requirements.

Ms. Boyd: I just have a question and maybe for the other members of the board, I didn't receive a copy of the actual request for qualifications, so I'm trying to serve rank proposals when I haven't actually seen what we're requesting, so that is a little difficult. I don't know if that just didn't get sent out, or if it went to SPAM mail or that's not something we typically do, I don't know.

Mr. Hans: It probably did not go out, typically we don't. We have our standard, and the board is authorizing the advertisement for the qualifications, to get somebody to serve as a District engineer and is basically familiar with the services of the District engineer. I think I have a copy of the advertisement with me, and it's just very general, it's not real specific, it's just CDD related infrastructure improvements and then everyone responds basically in a standard form that we request for the engineer, so you're looking apples to apples as far as what they're submitting to us to rank them on, and if you're comfortable today doing it, and if not it can be moved, but the board is going to need to rank them as #1, and a backup of #2 if we can't negotiate with our #1 ranked firm.

Mr. Cernech: Whitney would you be more comfortable if you got that documentation and we waited?

Ms. Boyd: Actually I would. I feel like I'm trying to evaluate something, so I would quite frankly, I'd be more comfortable to go when it says, familiarity with the project, then of the opening letters in my opinion which gave me a lot about how familiar they were with our project, and I was able to look at a lot of the work that they had done on other projects.

August 8, 2016

Tamarac Village CDD

Mr. Giolda: I think for #1 just to clarify, in terms of the three engineers who submitted their qualifications, Schnars Engineering is currently working on the project, on the private side, for the developer and they're working with city staff and the different agencies regarding water, sewer, drainage, paving, grading and all those infrastructure sort of items related to the boundaries of the District in terms of familiarity, so they do have familiarity with the project.

Mr. Cernech: And I was not sure if you wanted us to come with the proposals ranked, or if we were going to discuss them today and rank them but we've had some, I would call it some significant meetings in progress on the engineering side and specifically on the stormwater challenges with Schnars and with county staff which is why I ranked them #1 in terms of their familiarity with the project, but like I said I didn't know if we were going to rank them now or not.

Mr. Hans: It would be a consensus between the board for a ranking.

Mr. Cernech: Ok.

Mr. Hans: So a discussion now.

Mr. Cernech: Ok because I wasn't sure if we rank them and turn them in or if we were going to discuss it so that everybody had the benefit of everybody else's knowledge.

Ms. Boyd: That would probably be helpful.

Mr. Cernech: Right, I thought so too.

Mr. Hans: And being that you can't do that outside of one of these advertised meetings.

Mr. Cernech: Right.

Mr. Hans: So we don't necessarily come up with a consensus but maybe some type of discussion now to see if everyone is comfortable and maybe you will be comfortable enough to go ahead with the selection by the end of the meeting or discussion or hold off until our next meeting if necessary.

Mr. Giolda: I think another point in terms of #2 of prior District experience, I've worked with both Alvarez Engineering and Schnars, they are both good firms. Schnars

August 8, 2016

Tamarac Village CDD

I'm actively working with on two Districts right now, Alvarez I've worked on two Districts in the past with them, so I know how both firms operate and they're both good firms.

Ms. Boyd: I noticed that Alvarez, their primary experience seems to be located in Miami-Dade County.

Mr. Gielda: It is.

Ms. Boyd: Schnars, it looks like it was more Palm Beach, Calvin obviously has a lot of Broward County related experience and I'm not sure if that makes a difference in terms of dealing with the county and any of the aspects of the engineering services that they're providing.

Mr. Gielda: Personally, honestly between all three I don't think it matters.

Ms. Boyd: Ok.

Mr. Gielda: All these firms typically, their business is tri-county areas primarily, and it's CDD specific so Miami-Dade just happens to have the most CDDs out of the tri-county area, and Palm Beach has the least and Broward is somewhere in the middle. In terms of dealing with the permitting agencies, items like South Florida Water Management, FDOT, those don't change. There are some different municipalities, obviously there's different city and county review processes for all three counties, but I'm sure all three would probably be very versed on how to handle those. I know for Schnars, they are the second generation civil, and his father's firm is based in Broward County as a heads up, and I know Calvin's firm, Calvin, Giordano & Associates, is obviously probably the largest out of the three, so I'm sure they're versed in all three counties' as well.

Ms. Boyd: Does anybody know the relationship, I noticed you have Nutting listed as, is that their engineering arm of Calvin because they basically have both in their proposal that they'd be using Nutting Engineering as well?

Mr. Gielda: Sometimes they'll use them as a subcontractor.

Ms. Boyd: Right.

August 8, 2016

Tamarac Village CDD

Mr. Gielda: So they would subcontract out certain aspects to Nutting. For Schnars, they won't subcontract and I know Alvarez won't subcontract typically.

Mr. Knight: If there is surveying work they might.

Mr. Gielda: Surveying, yes, but Schnars has an in house survey company. Alvarez, I don't know if they have in house survey.

Mr. Knight: He doesn't, but they have a surveyor they use.

Mr. Gielda: Ok.

Ms. Boyd: I think both Alvarez and Calvin looks like they have a wealth of people. Schnars looks like it's a smaller firm in terms of the work load, location, ability to meeting time and budget requirements, and I don't know what they've got in the hopper but that's just another thing.

Mr. Gielda: Personally I've used them on all sorts of projects and I'm comfortable with them, and yes they're a smaller firm, but you do get the attention of the principal as opposed to the third or fourth person down the ladder, which can be a benefit at times.

Mr. Cernech: And I'm not familiar with Alvarez, but I'm very familiar with Calvin, Giordano & Associates, and the services that they provide which are pretty extensive. Schnars, I'm not that familiar with but I know that our engineering staff is very familiar with Schnars and I think one of the things that our engineering staff liked about Schnars as opposed to Calvin, Giordano was that they work directly with Jeff Schnars on things, they don't work with a series of people, there aren't any communication issues, and I'm not trying to be critical of Calvin, Giordano it's just that they are a larger firm and they do have more resources which is a good thing, but when I look at these things I tend to talk to our professional staff who deals with the issues on a day to day basis and they had very positive things to say about Calvin, Giordano & Associates. They had very positive things to say about Schnars also, but I think if you ask them, they would be leaning towards working with Schnars, just based on past experiences. I thought everybody had a lot of good District experience.

Mr. Gielda: Yes everyone is well versed on District work.

August 8, 2016

Tamarac Village CDD

Mr. Hans: Alright so would you like some time to come back or do we have a consensus about the engineer?

Mr. Cernech: What do you want to do Whitney? I know who I liked and I know who I ranked, but everybody should be comfortable with their choice.

Ms. Boyd: Well I think the discussion has helped, getting input from Jim and you, and other stuff, I don't know if Jasmine, she and I aren't quite in the nitty gritty of the development on the daily basis like the two of you are. So I think the discussion helped, how about you, what do you think Jasmine?

Ms. Lopez: Yes, it definitely has helped, but I don't think I'm ready today.

Ms. Boyd: No? What do you think, would it be helpful if you got the actual request to see what they put out there and the questions that were asked?

Ms. Lopez: Yes.

Mr. Hans: This is the extent of the advertisement.

Ms. Lopez: Ok.

Mr. Hans: It was really just a paragraph on it.

Ms. Boyd: And that was all that was requested, they didn't have any other additional questions that they were to provide?

Mr. Hans: No one requested any additional information or questions, that was the extent of it.

Mr. Giolda: For this process, if I remember correctly this is, when we decided to do the ranking we basically just do the ranking sheets and give them to you, and you announce the ranking.

Mr. Hans: Well we can come up with the consensus between the board.

Mr. Giolda: But if you would do it by motion.

Mr. Hans: Well you have to come up, or we'll come up with a motion from the board to rank whatever firm it is as #1, and someone else is #2, and #3, just so it would be in order based on your discussion and the criteria, so if you have a ranking and everyone agrees with it.

Ms. Boyd: So do we need to complete the sheets or we can just do it as consensus?

August 8, 2016

Tamarac Village CDD

Mr. Hans: As a consensus, we'll just take one sheet, and see if we can get a consensus.

Mr. Cernech: Right and when I went through the proposals, obviously they're all very qualified, they're all very competent and professional firms and I thought they were very closely matched but I had ranked Schnars first with 85 points, and then both Alvarez and Calvin, Giordano ending up getting 75 points each, which shows you how basically close they are, but for me, based on the strength of what our engineering staff had to say about who they were, who they felt would be the best to work with, I gave Schnars some extra points. Schnars is also already working on the project which for the District's sake I think brings some economy of scale to the District, we're not being duplicative with tasks and things which with engineers can get expensive when they get into some of this stuff.

Ms. Boyd: I do appreciate that they enclosed their certificates of insurance.

Mr. Cernech: Yes, right.

Ms. Boyd: I like that.

Mr. Giolda: Now for me it's, I have similar feelings as Mike, my main criteria I guess for ranking Schnars in the first position would be familiarity with the project and the amount of knowledge they have about it to this point between working with city staff, Broward County in multiple different ways and the other permitting agencies, the state permitting agencies, so for me they would be my first choice as well.

Mr. Hans: And I don't know if Gerry wants to add to that at all but as far as having the engineer working for the developer, and also being a CDD engineer it's not a conflict of interest on the project for us.

Mr. Knight: No, it's not uncommon for the project engineer to also be the CDD engineer, it's done quite a bit. There's also Districts where the project engineer is different from the CDD engineer it just depends on the circumstances. I would say this, if you want to go ahead today and if everybody agrees with Mike's numbers, then you would just adopt that as your rankings and then authorize staff to go ahead and

August 8, 2016

Tamarac Village CDD

negotiate a contract with whoever is ranked #1, and bring it back to the board at the next meeting for approval.

Mr. Gielda: I would make that motion to adopt Mike's rating, ranking the table for the District engineering and ranking Schnars as the first position.

Mr. Hans: Alright so we do have a motion by Jim.

On MOTION by Mr. Gielda seconded by Ms. Boyd with all in favor, ranking Schnars Engineering Corporation as the #1 ranked respondent to the RFP to serve as District Engineer was approved.
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Mr. Hans: So we will bring a contract back to the next board meeting. Thank you.

FOURTH ORDER OF BUSINESS

Staff Reports

Mr. Hans: Moving on to item No. 4 which is our Staff Reports, Mr. Knight anything new?

A. Attorney

Mr. Knight: Nothing to report.

Mr. Hans: Ok.

B. Engineer

Mr. Hans: Anything under engineering, Rebecca?

Ms. Travis: Not in addition to what we already discussed.

Mr. Hans: Ok.

C. Financial Advisor

Mr. Hans: No financial advisor here today.

D. Manager - Discussion of Financial Disclosure Report from the Commission on Ethics

Mr. Hans: Under Manager's report, discussion of our financial disclosure report, everybody should have had their renewal sent to them. So we do an update just to make

sure everyone has sent theirs in because they will fine you and you don't want to get fined.

FIFTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Mr. Hans: Any supervisors requests today? Not hearing any we can just let the record reflect there's no audience here today for any comments.

SIXTH ORDER OF BUSINESS

Financial Reports

A. Approval of Funding Request #19

B. Approval of Balance Sheet

Mr. Hans: Item No. 6 is our financial reports. We have our funding request #19 and our balance sheet. If there are any discussions on that we can take those. If not, a motion approving those would be in order.

On MOTION by Mr. Giolda seconded by Ms. Boyd with all in favor, Funding Request #19 was approved.

Mr. Hans: Then the balance sheet, if there are no questions we would just need a motion on that.

Mr. Giolda: I just had one question, are we and this is for District manager, and it's not on the financials, it's a different item, but are we I guess going to be in compliance with some of the changes coming in October in terms of the website and posting the specific information on the website and all of those?

Mr. Hans: Yes, you will be. There's a website up there already, with the older standards, but it's been updated and we're on top of it and we'll be in compliance, so if not already, we will be by October 1st.

Mr. Giolda: Ok.

Mr. Hans: So just a motion to accept the balance sheet would be in order.

August 8, 2016

Tamarac Village CDD

On MOTION by Ms. Lopez seconded by Mr. Gielda with all in favor, Balance Sheet was approved.

SEVENTH ORDER OF BUSINESS

Adjournment

Mr. Hans: If there is no other District business, a motion to adjourn would be in order.

On MOTION by Mr. Gielda seconded by Ms. Lopez with all in favor, the Meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

DISTRICT ENGINEER AGREEMENT

THIS DISTRICT ENGINEER AGREEMENT, made and entered into this ____ day of _____, 2016 (the "Effective Date"), by and between:

TAMARAC VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes, and the laws of the State of Florida, whose address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District")

and

SCHNARS ENGINEERING CORPORATION, a Florida corporation, whose address is 947 Clint Moore Road, Boca Raton, Florida 33487 (the "Engineer").

RECITALS

WHEREAS, District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes; and

WHEREAS, District has completed the process of soliciting for proposals for a District Engineer in accordance with Sections 190.033 and 287.055, Florida Statutes; and

WHEREAS, at the conclusion of the solicitation of proposals, the District Board of Supervisors authorized District staff to negotiate an agreement with Engineer, and has agreed to serve as District Engineer with respect to the District's public infrastructure project; and

WHEREAS, District intends to utilize Engineer to perform engineering, surveying, planning, landscaping, environmental management and permitting, financial and economic studies as provided herein and as defined in separate work authorizations; and

WHEREAS, Engineer has submitted an hourly rate and reimbursable expense schedule, which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, Engineer shall also serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to District during the performance of his services.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained the act and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE 1- SCOPE OF SERVICES

- A. The Engineer shall provide professional engineering services on a continuing basis, and as requested by the District for planning, preparing reports and plans, surveying, designs, specifications and construction administration for water management facilities, water, wastewater, and irrigation facilities, bridges or culverts, roadways, landscaping, conservation and mitigation areas, and other public improvements and community facilities authorized pursuant to Chapter 190, Florida Statutes, which general engineering services include, but are not limited to:
1. Prepare any necessary reports and attend meetings of the District's Board of Supervisors.
 2. Assistance in meeting with necessary parties pertaining to bond issues, special reports, feasibility studies, construction budgets, assessment methodology, or other tasks.
 3. Performance of any other duties related to the provision of infrastructure and services, as requested by the Board of Supervisors.
- B. The Engineer shall prepare construction drawings and specifications for the type of work as directed by the Board of Supervisors of the District. This may include rendering assistance in the drafting of forms, proposals and contracts, issuance of certificates of construction and payment, assisting and supervising the bidding processes, and any other activity required by the Board of Supervisors.
- C. The Engineer shall provide general services during the construction phase including:
1. Periodic visits to the site, or full time services, as directed by the District.
 2. Processing of contractors' pay estimates.
 3. Final inspection and requested certificates for construction including the final certification of construction.
 4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which Engineer is named as owner's representative or "Engineer".
 5. Any other activity related to construction as authorized by the Board of Supervisors.

ARTICLE 2. – METHOD OF AUTHORIZATION

Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work,

compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District and as agreed to by the Engineer.

ARTICLE 3. – COMPENSATION

A. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods shall be utilized:

1. Lump Sum Amount – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.

2. Hourly Personnel Rates – For services or projects where scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in Exhibit “A”. On the third (3rd) yearly anniversary of this Agreement, the parties may renegotiate the fee schedule for the following contract year.

B. Payments and Invoicing.

1. Invoices shall be submitted by Engineer to District on no more than a monthly basis for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. District may request reasonable changes to Engineer’s standard invoice format. Invoices shall be submitted monthly based on a percentage completed for lump sum contracts unless specifically agreed otherwise.

2. In the event of any dispute concerning the accuracy of content contained in any invoice, District will notify Engineer in writing of the exact nature and amount of the dispute within five (5) days of the Meeting of the District Board of Supervisors in which the invoice was considered by said Board. Any invoice not questioned within the time period referenced herein shall be deemed payable. In the event an invoice or portion of an invoice is timely disputed, District shall be obligated to pay the undisputed portion of the invoice.

3. If District fails to make payment due Engineer for services and expenses within thirty (30) days from the date the invoice is received by District, the amount shall then accrue interest at the rate of eight (8%) percent. In the event any invoice or portion thereof remains unpaid for more than ninety (90) days following the invoice date, Engineer may, following seven (7) days prior written notice to District, initiate legal proceedings to collect the same.

4. Invoices shall be sent by Engineer to the District Manager of the District.

ARTICLE 4. – REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses listed as follows:

- A. Expenses of transportation and living when traveling outside of Broward County and Palm Beach County in connection with the Project, for long distance calls and facsimiles, and fees paid for securing approval of authorities having jurisdiction over the Project. All Expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District's travel policy and approval of the District Manager. See Exhibit "A."
- B. Expense of reproduction, postage and handling of drawings and specifications except those use for in-house purposes by Engineer.

ARTICLE 5. – PROFESSIONAL STANDARDS

All work performed by Engineer shall be in accordance with the industry professional standards and with applicable governmental regulations. Engineer shall endeavor to assist District with obtaining all governmental approvals contemplated under this Agreement. However, Engineer does not warrant or represent that any governmental approval will be obtained.

ARTICLE 6. – SPECIAL CONSULTANTS

When authorized in writing by District, additional special consulting services shall be paid for on a cost plus fee basis to be determined on a case-by-case basis.

ARTICLE 7. – ACCOUNTING RECORDS

Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. Engineer acknowledges that the provisions of Articles 13 and 15 of this Agreement may apply to such records. Notwithstanding the foregoing, the District's right to inspect, copy and audit shall not extend to the composition of the Engineer's rate and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

ARTICLE 8. – OWNERSHIP OF PLANS

Upon payment in full to the Engineer, any plans produced by the Engineer shall become property of the District.

ARTICLE 9. – REUSE OF DOCUMENTS

All original documents including drawings, sketches, specifications, maps, as-built drawings, reports, test reports, etc., furnished by Engineer pursuant to this Agreement are instruments of service, but upon payment therefore shall be the property of the District. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District’s sole risk and without liability or legal exposure to Engineer. Photographs of any completed project embodying the services of Engineer provided hereunder may be made by Engineer and shall be considered the property of Engineer and may be published by the Engineer.

ARTICLE 10. – ESTIMATE OF COST

Since Engineer has no control over the cost of labor, materials or equipment or over a contractor’s(s’) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his or her experience and qualifications and represent his or her reasonable judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by contractor. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

ARTICLE 11. – INSURANCE

Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including contractual)	\$1,000,000 / \$1,000,000
Property Damage (including Contractual)	\$1,000,000 / \$1,000,000
Automobile Liability (If Applicable)	
Bodily Injury	\$1,000,000 / \$1,000,000
Property Damage	\$100,000
Professional Liability for Errors and Omissions	\$1,000,000

Engineer shall provide District with a certificate evidencing compliance with the above terms and naming the District as an additional insured on General Liability and Automobile Liability. Engineer shall provide the District with thirty (30) days notice of cancellation. At no time shall Engineer be without insurance in the above amounts.

ARTICLE 12. – CONTINGENT FEE

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

ARTICLE 13. – AUDIT

The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement. At the end of said time period, the Engineer shall turn over District records to the District and will be reimbursed for the actual costs to do so. Notwithstanding the foregoing, the District's right to inspect, copy and audit shall not extend to the composition of the Engineer's rate and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

ARTICLE 14. – INDEMNIFICATION

A. To the extent permitted by Florida law, the Engineer agrees to indemnify, defend, and hold the District, its officers, agents and employees, harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the wrongful, intentional or negligent acts, errors or omissions of the Engineer, its agents or employees, arising out of or in any way connected with the performance of professional services under this Agreement.

B. To the extent permitted by Florida law, the District agrees to indemnify, defend, and hold the Engineer, its officers, agents and employees, harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the wrongful, intentional or negligent acts, errors or omissions of the District, its agents or employees, arising out of or in any way connected with the performance of professional services under this Agreement.

C. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, F.S.

ARTICLE 15. – PUBLIC RECORDS

The Engineer agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the work provided to the District by Engineer. The Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S.

A. Engineer shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Engineer transfers all public records to the District upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Engineer acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Engineer, the Engineer shall provide such records to the District or allow the records to be inspected or copied within a reasonable time.

Engineer acknowledges that should Engineer fail to provide the public records to the District within a reasonable time, Engineer may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ENGINEER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GOVERNMENTAL MANAGEMENT SERVICES-SOUTH
FLORIDA, LLC
5385 N. NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 721-8681
EMAIL: rhans@gmssf.com**

ARTICLE 16. – EMPLOYMENT VERIFICATION

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 17. – CONTROLLING LAW

Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The parties to this Agreement acknowledge venue as lying in Broward County, Florida.

ARTICLE 18. – ASSIGNMENT AND AMENDMENT

Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants, as Engineer deems appropriate, pursuant to Article 6 herein. Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

ARTICLE 19. – TERM AND TERMINATION

A. The term of this Agreement shall be three (3) years commencing on the date of this Agreement. The Agreement shall automatically renew for additional periods of one year each, unless otherwise terminated as provided below.

B. The District may terminate this Agreement, in whole or in part, for non-performance by Engineer or for convenience and without cause, at District's discretion, by providing thirty (30) days written notice to Engineer of District's intent to terminate. The Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as Engineer receives notification of the intent of the District to terminate the Agreement, Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination, Engineer will be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

ARTICLE 20. – RECOVERY OF COSTS AND FEES

In the event either party is required to enforce this Agreement by court proceedings or otherwise, to the extent permitted by law, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs.

ARTICLE 21. - INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, the Engineer shall be acting as an independent contractor. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The Engineer agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein.

ARTICLE 22. - NOTICES

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if delivered to an authorized representative of either of the parties, or if mailed by registered or certified mail, return receipt requested, to the address of the party set forth below or to such other addresses as the parties hereto may designate in writing. Such notice shall be effective from the date the same is deposited in the mails, registered or certified mail, return receipt requested, first class postage prepaid and addressed as follows:

If to Engineer:	Schnars Engineering Corporation 947 Clint Moore Road Boca Raton, Florida 33487 Attention: Jeffrey T. Schnars, P.E., President
-----------------	--

If to District: Tamarac Village Community Development District
5385 N. Nob Hill Road
Sunrise, Florida 33351
Attention: District Manager

With a Copy to: Dennis E. Lyles, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

ARTICLE 23. - WAIVER OF JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS CONTRACT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SUBJECT AGREEMENT.

ARTICLE 24. - OBJECTIVE CONSTRUCTION AND ACCEPTANCE

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

ARTICLE 25. - SEVERABILITY

Should any clause, paragraph or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

ARTICLE 26. - ACCEPTANCE

Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

ARTICLE 27 – MISCELLANEOUS

As the District’s sole and exclusive remedy under this Agreement, any claim, demand, or suit can be directed and/or asserted only against Engineer and not against any of Engineer’s employees, officers, or directors.

Neither the District nor Engineer shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected to this Agreement or the performance of the services provided herein or approved hereunder. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value, or loss of reimbursement or credits from governmental or other agencies.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

**TAMARAC VILLAGE
COMMUNITY DEVELOPMENT
DISTRICT, a local unit of special
purpose government established
pursuant to Chapter 190, F.S.**

Secretary/Assistant Secretary

Chair/Vice-Chair

____ day of _____, 2016

WITNESSES:

**SCHNARS ENGINEERING
CORPORATION, a Florida
corporation**

Jeffrey T. Schnars, P.E.
President

____ day of _____, 2016

EXHIBIT "A"

***Proposed Budget
Fiscal Year 2017***

***Tamarac Village Community
Development District***

September 12, 2016



Tamarac Village

Community Development District

General Fund
FY2017

	<u>Adopted FY2016 Budget</u>	<u>Actual thru 8/31/2016</u>	<u>Projected Next 1 month</u>	<u>Total Projected at 9/30/2016</u>	<u>Proposed FY2017 Budget</u>
Revenues					
Developer Contributions	\$53,100	\$39,048	\$11,646	\$50,694	\$52,728
<i>Total Revenues</i>	\$53,100	\$39,048	\$11,646	\$50,694	\$52,728
Expenditures					
<i>Administrative</i>					
Engineering	\$5,000	\$600	\$2,500	\$3,100	\$5,000
Arbitrage	\$0	\$0	\$0	\$0	\$0 ⁽¹⁾
Dissemination Agent	\$0	\$0	\$0	\$0	\$0 ⁽¹⁾
Attorney	\$12,000	\$4,275	\$1,425	\$5,700	\$12,000
Annual Audit	\$0	\$0	\$0	\$0	\$0 ⁽¹⁾
Trustee Fees	\$0	\$0	\$0	\$0	\$0 ⁽¹⁾
Management Fees	\$25,000	\$22,917	\$2,083	\$25,000	\$25,000
Computer Time	\$500	\$458	\$42	\$500	\$500
Telephone	\$150	\$0	\$50	\$50	\$150
Postage	\$500	\$31	\$100	\$131	\$500
Printing & Binding	\$500	\$158	\$113	\$271	\$500
Insurance	\$5,625	\$5,150	\$0	\$5,150	\$5,253
Legal Advertising	\$2,400	\$347	\$500	\$847	\$2,400
Other Current Charges	\$500	\$0	\$50	\$50	\$500
Website Compliance	\$500	\$458	\$42	\$500	\$500
Office Supplies	\$250	\$60	\$125	\$185	\$250
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
<i>Administrative Expenses</i>	\$53,100	\$34,629	\$7,029	\$41,658	\$52,728
Net Income	\$0	\$4,419	\$4,617	\$9,036	\$0

⁽¹⁾ Expenses related to the issuance of Bonds.

Tamarac Village
Community Development District
GENERAL FUND BUDGET

REVENUES:

Developer Contributions

It is presently anticipated that the District will enter into a Funding Agreement with the Developer to Fund all General Fund expenditures for the Fiscal Year.

EXPENDITURES:

Administrative:

Engineering Fees

The District's engineer will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, etc.

Arbitrage

The District is required to have an annual arbitrage rebate calculation on the District's Bonds. The District will contract with an independent auditing firm to perform the calculations.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Attorney

The District's legal counsel will be providing general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

Trustee Fees

The District bonds will be held and administered by a Trustee. This represents the banks annual fee.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services – South Florida, LLC.

Tamarac Village Community Development District

Computer Time

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services – South Florida, LLC.

Telephone

Telephone and fax machine.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Insurance

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings etc in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses that incurred during the year.

Website Compliance

Per Chapter 2014-22, Laws of Florida, all Districts must have a website by October 1, 2015 to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS-SF, LLC and updated monthly.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

RESOLUTION 2016-02

**A RESOLUTION ADOPTING THE FINAL
BUDGET OF THE TAMARAC VILLAGE
COMMUNITY DEVELOPMENT DISTRICT FOR
FISCAL YEAR 2017**

WHEREAS, the District Manager has heretofore prepared and submitted to the Board, for approval, the District's proposed General Fund Budget, for fiscal year 2017; and

WHEREAS, a public hearing has been held on **this 12th day of September, 2016** at which members of the general public were accorded the opportunity to speak prior to the adoption of the final budget;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE TAMARAC VILLAGE
COMMUNITY DEVELOPMENT DISTRICT;**

1. The General Fund Budget heretofore submitted to and approved by the Board is hereby adopted as the final General Fund Budget of the District for the 2017 Fiscal Year.

2. A verified copy of said final General Fund Budget shall be attached as an exhibit to this Resolution in the District's "Official Record of Proceedings".

Adopted this **12th day of September, 2016.**

Chairman / Vice Chairman

Secretary / Assistant Secretary

FUNDING AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2016 (the "Effective Date"), by and between:

TAMARAC VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Tamarac, Florida, and whose mailing address is c/o Governmental Management Services, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"); and

CITY OF TAMARAC, a municipal corporation of the State of Florida, with an address at 7525 NW 88th Avenue, Tamarac, Florida 33321 (the "City").

RECITALS

WHEREAS, the City is the beneficiary of the Tamarac Land Trust, which owns or controls that certain land located within the District and described in Exhibit "A" attached hereto (the "Property"), which is proposed to be developed as a mixed-use community known as "Tamarac Village"; and

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and its preparations to acquire, construct and deliver certain community development services, facilities, and improvements to serve the District, including without limitation certain water distribution and sanitary sewer collection and transmission systems and facilities, a stormwater management system, roadway improvements, electrical, telecommunications and security facilities, open space, recreation and landscaping, and related improvements, all as such services, facilities, and improvements are more specifically described in the plans and specifications on file at the offices of the District (collectively referred to hereafter as "Improvements"); and

WHEREAS, the City recognizes that in the District's discharging of said duties and responsibilities, certain benefits will accrue to the Property; and

WHEREAS, the City is agreeable to partially funding the operations of the District as called for in the annual fiscal year budget approved by the Board of Supervisors as governing body of the District (herein the "Budget"), which is attached and made a part hereof as Exhibit "B", as such Budget may be amended from time to time for the fiscal year that it covers; and

WHEREAS, the City agrees and acknowledges that this Agreement shall be binding upon its successors and assigns;

{00009822.DOC v.1}

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties hereinafter recited, the receipt and sufficiency of which is hereby acknowledged, the District and the City agree as follows:

1. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. City agrees to make available to the District the moneys necessary for the operation of the District during all or a portion of the fiscal year as called for in the Budget, quarterly, within fifteen (15) days of written request by the District. The funds shall be placed in the District's general checking account.

3. The parties hereto recognize that payments not part of the Budget may be made by the City to the District, or on behalf of the District, in connection with the Improvements set forth in the report of the District Engineer which are to be financed with the special assessment bonds, in one or more series, (the "Bonds") and as such, the payments may be considered to be reimbursable advances. The District agrees to use best efforts such that upon the issuance of the Bonds that there will be included an amount sufficient to repay the City for the payments advanced to or on behalf of the District by the City prior to the issuance of the Bonds in accordance with this Agreement and in connection with the cost of the Improvements. Such repayment shall be made within a reasonable period of time following the issuance of the Bonds. The parties further agree that any repayments will not include any interest charge.

4. City shall make available to the District the moneys necessary for any and all maintenance, repair, reconstruction, and replacement of the Improvements arising during the fiscal year covered by the Budget, as set forth in the Budget, as such Budget may be amended from time to time.

5. This instrument constitutes the entire agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only in writing which is executed by both of the parties hereto.

6. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

7. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit

{00009822.DOC v.1}

of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written consent of the other party, which consent shall not unreasonably be withheld.

11. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of City and District, their heirs, executors, receivers, trustees, successors and assigns.

12. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

13. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

**TAMARAC VILLAGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chair/Vice Chair

_____ day of _____, 2016

STATE OF FLORIDA }
COUNTY OF Broward }

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as Chair/Vice Chair of the Board of Supervisors for **TAMARAC VILLAGE DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public
Commission:

STATE OF FLORIDA }
COUNTY OF _____}

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as Secretary/Assistant Secretary of the Board of Supervisors for **TAMARAC VILLAGE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public
Commission:

CITY OF TAMARAC, a municipal corporation of the State of Florida

Print Name

Print Name

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of **CITY OF TAMARAC**, a municipal corporation of the State of Florida, who is personally known to me or who produced _____ as identification, on behalf of the company.

My commission expires:

Serial No.: _____

NOTARY PUBLIC, State of _____ at
Large

Print name: _____

Exhibit "A"

Legal Description

Exhibit "B"

Budget

**NOTICE OF MEETINGS
TAMARAC VILLAGE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Tamarac Village Community Development District will hold their meetings for Fiscal Year 2017 at 2:00 p.m. at the City of Tamarac City Hall, 7525 NW 88th Ave, Suite 204, Tamarac, FL 33321 on the second Monday of each month as follows:

October 10, 2016
November 01, 2016 Exception Landowners Meeting
December 12, 2016
January 09, 2017
February 13, 2017
March 13, 2017
April 10, 2017
May 08, 2017
June 12, 2017
July 10, 2017
August 14, 2017
September 11, 2017

The meeting will be open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Any person requiring special accommodations at this meeting because of a disability of physical impairment should contact the District Office at (954) 721-8681 at least five calendar days prior to the meeting.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Rich Hans
Manager



Search for Financial Disclosure Filers

Search Results

In the table below, organization names are linked to coordinator contact information. Supervisor of Election and Commission on Ethics links display the relevant contact information.

If you filed a form and no date appears in the "Filing Requirement Fulfilled" column, then the Supervisor of Elections or Commission on Ethics has not yet recorded receipt of your form. Generally, forms are recorded within a few days of receipt. If you are concerned about the status of your form, please use the contact information under "Statutory Filing Requirement."

Section 112.31445, Florida Statutes, requires that all CE Form 6 Full and Public Disclosure of Financial Interests, other than those of judges and judges of compensation claims, be posted online. Before being posted online, any information required by law to be maintained as confidential must be redacted. For persons other than those who have filed as candidates with the Department of State, this process may take up to 5 business days. Processing times for Form 6 disclosures filed with the Department of State at qualifying may exceed 5 business days. Those forms may be available for viewing on the [Department of State](#) website before they are available here.

Once we have logged in a Form 6, the status will contain the date received and the message "Form Available Soon!" When the Form 6 becomes available online, the Filing Requirement Fulfilled status will have a link to "View Form."

Show filers for previous form years

Your Search for "Tamarac Village Community Development District - Board of Supervisors" returned the following results:

Coordinator:

Rich Hans

Governmental Management Services

5385 N. Nob Hill Rd

Sunrise, FL, 33351



(954) 721-8681

rhans@gmssf.com

Narrow results to a particular suborg:

- [All Suborganizations](#)
- [Board of Supervisors](#)
- [Employees](#)

Filer ID	Form Year	Full Name	Organizations	Statutory Filing Requirement	Filing Requirement Fulfilled	Filing History
255602	2015	Boyd, Whitney	<ul style="list-style-type: none"> • Tamarac Village Community Development District- Board of Supervisors 	Form 1 with Broward County SOE	06/16/2016	View Filing History
96529	2015	Cernech, Michael	<ul style="list-style-type: none"> • Tamarac Village Community Development District- Board of Supervisors • Tamarac- Employees 	Form 1 with Broward County SOE	06/23/2016	View Filing History
201596	2015	Gielda, James S.			06/14/2016	View Filing History

			<ul style="list-style-type: none"> • Tamarac Village Community Development District-Board of Supervisors • Boynton Village Community Development District-Board of Supervisors • Osprey Oaks Community Development District-Board of Supervisors 	Form 1 with Palm Beach County SOE		
255604	2015	Lopez, Jasmine	<ul style="list-style-type: none"> • Tamarac Village Community Development District-Board of Supervisors 	Form 1 with Broward County SOE	 08/04/2016	View Filing History
255605	2015	Richardson, Patrick	<ul style="list-style-type: none"> • Tamarac Village Community Development District-Board of Supervisors 	Form 1 with Broward County SOE	 06/15/2016	View Filing History

[Search Again](#)

General Information about Filing Financial Disclosure

- Brochure: [A Guide to the Sunshine Amendment and Code of Ethics \(PDF\)](#)
- [Financial Disclosure Laws](#)
- [The Commission on Ethics Rules on Financial Disclosure](#)
- [Forms and Detailed Instructions](#)

For assistance with financial disclosure, you may wish to contact the Commission's Financial Disclosure Coordinator, Kimberly Holmes, at disclosure@leg.state.fl.us or (850) 488-7864. Address correspondence to P.O. Drawer 15709 Tallahassee, FL 32317-5709.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Tamarac Village

Community Development District

Funding Request #20
September 12, 2016

PAYEE	GENERAL FUND	CAPITAL PROJECTS ⁽¹⁾
1 ALM Media, LLC Inv# 134241 - Notice of Public Hearing	\$ 253.36	
2 Egis Insurance & Risk Advisors Inv# 4564 - FY2017 Insurance	\$ 5,253.00	
3 GMS-SF, LLC Inv #28 - Mgmt Fees & Expenses (Aug 16)	\$ 2,170.12	
Inv #29 - Mgmt Fees & Expenses (Sep 16)	\$ 2,259.21	
TOTAL	\$ 9,935.69	\$ -
	TOTAL DUE:	\$ 9,935.69

(1) All Capital Related expenses will be reimbursed upon the issuance of Bonds.

Please make check payable to:

Tamarac Village CDD
5385 N Nob Hill Road
Sunrise, FL 33351
(954) 721-8681

TAMARAC VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET
August 31, 2016

	<u>General Fund</u> <u>2016</u>
<u>ASSETS:</u>	
CASH	
Operating	\$13,214
ACCOUNTS RECEIVABLE	
Due from Capital	\$61,615
DUE FROM DEVELOPER	\$7,676
PREPAID EXPENSES	\$5,253
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TOTAL ASSETS	\$87,758
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<u>LIABILITIES:</u>	
ACCOUNTS PAYABLE	\$14,400
DUE TO DEVELOPER	\$57,457
<u>FUND EQUITY AND OTHER CREDITS:</u>	
RETAINED EARNINGS	
UNRESERVED	\$15,901
TOTAL LIABILITIES & FUND EQUITY	
& OTHER CREDITS	<hr/> \$87,758 <hr/> <hr/>

TAMARAC VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
General Fund

Statement of Revenues & Expenditures
For The Period Ending August 31, 2016

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 8/31/16	ACTUAL THRU 8/31/16	VARIANCE
<u>Income</u>				
Developer Contributions	\$53,100	\$48,675	\$39,048	(\$9,627)
Total Income	\$53,100	\$48,675	\$39,048	(\$9,627)
<u>Expenditures</u>				
<i>Administrative</i>				
Engineering	\$5,000	\$4,583	\$600	\$3,983
Attorney	\$12,000	\$11,000	\$4,275	\$6,725
Management Fees	\$25,000	\$22,917	\$22,917	\$0
Computer Time	\$500	\$458	\$458	(\$0)
Telephone	\$150	\$138	\$0	\$138
Postage	\$500	\$458	\$31	\$427
Insurance	\$5,625	\$5,150	\$5,150	\$0
Printing & Binding	\$500	\$458	\$158	\$300
Legal Advertising	\$2,400	\$2,200	\$347	\$1,853
Other Current Charges	\$500	\$458	\$0	\$458
Website Admin	\$500	\$458	\$458	(\$0)
Office Supplies	\$250	\$229	\$60	\$169
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative Expenses	\$53,100	\$48,683	\$34,630	\$14,053
Excess Revenues/Expenses	\$0		\$4,418	
Retained Earnings - Beginning	\$0		\$11,483	
Retained Earnings - Ending	\$0		\$15,901	