



CITY OF WESTON, FLORIDA

FISCAL YEAR 2026 BANK LOAN
ISSUANCE NUMBER ONE

BID NO. 2026-04

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SECTION 1

NOTICE TO LENDERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida, and Indian Trace Development District (collectively the "CITY") will be accepting sealed proposals for:

FISCAL YEAR 2026 BANK LOAN
ISSUANCE NUMBER ONE
BID NO. 2026-04

As Financial Advisor to the Indian Trace Development District (Florida) (the "District"), PFM Financial Advisors LLC ("PFM" or "Financial Advisor") is distributing this Request for Bids ("BID") on behalf of the District, for the purpose of obtaining fair and competitive responses in accordance with the terms, conditions and specifications stated herein.

The District is requesting proposals from interested and qualified firms to purchase from the District its Water and Sewer Revenue Bond, Series 2026 described below (the "Series 2026 Bond"), as evidence of the term loan described herein. Each proposal shall include the interest rate calculation and methodology, as described in the "Award Criteria" section of this BID, prepayment provisions, fees, financial reporting requirements, default rate, and other terms and conditions relating to the purchase of the Series 2026 Bond, as required by the terms of this BID. No later than **2:00 p.m. eastern time on February 18, 2026**, an electronic copy of each proposal must be emailed to the CITY, to the attention of Julie Santamaria (Santamariaj@pfm.com) and Pete Varona (varonap@pfm.com) at PFM. The responsibility for emailing the proposal to the District and PFM on or before the specified date and time will be solely and strictly the responsibility of the proposer. The District will in no way be responsible for delays caused by transmission of the proposal or a delay caused by any other occurrence. Responses received after the time and date noted will not be accepted.

Proposers should thoroughly examine and be familiar with the specifications of this BID. Failure of any proposer to receive or examine this BID shall in no way relieve the proposer of obligations pertaining to this BID or the subsequent contract. Any changes or modifications in a proposal to the specifications of this BID can result in the rejection of such proposal as not being responsive to this BID.

Any inquiries or requests for clarification or additional information shall be emailed to the Financial Advisor, to the attention of Julie Santamaria (Santamariaj@pfm.com) and Pete Varona (varonap@pfm.com). All questions must be submitted in writing no later than the last date for receipt of written questions set forth in the "Projected Timetable" section of this BID.

The District will not be responsible and will have no liability whatsoever for any costs incurred by a proposer in preparing or submitting its response to this bid. All proposals received in response to this BID become the property of the District.

Any firm that is a recipient of District funds, or that proposes to perform any work or furnish any goods under this bid shall not discriminate against any worker, employee or applicant or any member of the public based on age, race, color, sex, religion, national origin, disability or marital status, nor otherwise commit an unfair employment practice.

A cone of silence is imposed upon publication of this Notice to LENDERS. The cone of silence prohibits communications with the following individuals pertaining to this Bid:

Margaret Brown, Mayor;
Henry Mead, Vice Mayor;
Mary Molina-Macfie, Commissioner;
Byron L. Jaffe, Commissioner; and
Fabio A. Andrade, Commissioner

Any member of the Protest Committee, if and when established.

The details of the CITY's Cone of Silence are set forth in Section 32.10 of the CITY Code.

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SECTION 2

INSTRUCTIONS TO LENDERS

2.1 General:

The District is requesting proposals is soliciting qualified financial institutions (the “LENDER”) to extend a fixed rate, tax-exempt term loan to be evidenced by the Series 2026 Bond at the lowest overall borrowing cost and terms most favorable to the CITY, pursuant to certain conditions as determined by the CITY, in an aggregate principal amount not to exceed \$5,500,000. This transaction will be a private placement and the CITY does not anticipate preparing any offering document or, unless otherwise specifically stated in this bid, committing to provide any continuing disclosure information specific to the Series 2026 Bond.

It is the CITY’s intent to execute an agreement with the lowest, responsive and responsible LENDER, ranked as number one by the Selection Committee, contingent on the City Commission’s approval.

The LENDERS are advised that the CITY has **NOT** authorized the use of CITY’s seal by individuals or entities responding to the CITY’s Bid, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

The CITY reserves the right to reject any and all bids, to waive any informalities or irregularities in any bid received, to re-advertise for bids, to request clarification of information or take any other such actions that may be deemed in the best interest of the CITY.

2.2 Background:

The proposed Series 2026 Bond will be used to finance capital projects related to the CITY’s water and sewer system. Specifically, the CITY will use proceeds from the Series 2026 Bond to implement the City of Sunrise Automated Meter Replacement project (the “Project”). An agreement between the City of Sunrise and the CITY was executed on June 30, 1993, for a term of 30 years with an option to renew for an additional 30 years. The City of Sunrise agrees to supply water and sewer service to the CITY and provide the related billing and collection services to the CITY’s customers based on the City of Sunrise’s rate structure. The customers remain with the CITY, but the CITY is performing only certain services under the agreement.

During the year ended September 30, 2023, the CITY exercised the option to renew the agreement for another 30 years. The CITY, authorized through certain enabling ordinance provides for a schedule of fees to be charged for the provision of services by the City to its residents and businesses pursuant to Resolution 2025-111 adopted on September 15, 2025 (the “Fee Schedule”), as may be amended from time to time.

The Series 2026 Bond will be a limited obligation of the CITY. The principal of and interest on the Series 2026 Bond will be payable solely from and secured by a first lien on and pledge of the revenues generated by District Facility Maintenance Charges as set forth in the Fee Schedule, as may be amended from time to time (“Maintenance Revenues”). The CITY will not make a deposit to a reserve fund or any account therein in connection with the issuance of the Series 2026 Bond, and the Series 2026 Bond will not be secured by any amount by a reserve fund or any account therein for the benefit of any other Bonds.

As this issuance represents a new credit for the CITY, the CITY will be required to adopt a resolution approving a form of loan agreement establishing the terms and covenants governing the Series 2026 Bond (the “Loan Agreement”) with the LENDER selected by the CITY. The CITY expects that the Loan Agreement will be substantially consistent with the structure, covenants, and customary provisions observed in similar water and sewer revenue bond credits in the State of Florida. The CITY maintains ratings of Aaa and AAA from Moody’s and S&P, respectively, each with a stable outlook.

2.3 Scope of Work:

The following describes certain terms for issuing the Series 2026 Bond:

- A. **Amount:** Aggregate principal amount not to exceed \$5,500,000. Respondents are not allowed to submit bids that would commit less than the full amount of the Series 2026 Bond.
- B. **Final Maturity:** No later than May 1, 2033.
- C. **Fixed, tax-exempt rate on a non-bank qualified basis:** The rate quoted may not exceed the maximum rate permitted under Section 215.84, Florida Statutes, applicable at the time of sale. Please provide the index used and spread to that index in your bid, and please provide the indicative interest rate as of February 17, 2026.
- D. **Preliminary Amortization Schedule (Subject to change)**

Average Life: 4.4 Years

Maturity Date	Amortization Schedule
5/1/2027	695,000
5/1/2028	725,000
5/1/2029	755,000
5/1/2030	785,000
5/1/2031	815,000
5/1/2032	845,000
5/1/2033	880,000
Total	5,500,000

- E. **Repayment Provisions:** Interest payments on the outstanding principal balance of the Series 2026 Bond will be calculated on a 30/360-day basis and is contemplated to be paid semiannually on May 1 and November 1 of each year, beginning May 1, 2026. If the proposer requires a different interest payment frequency, please provide within proposal. The principal amount of the Series 2026 Bond will be payable annually on May 1 of each year, beginning May 1, 2027, through the final maturity of the Series 2026 Bond.
- F. **Prepayment Options:** Please specify prepayment parameters. The CITY prefers proposals that allow for prepayment at any time without premium or penalty.

- G. **Coverage Requirements:** The CITY will fix, establish, and revise from time to time whenever necessary, and maintain and collect such District Facility Maintenance Charges as set forth in the Schedule of Fees which will always provide Maintenance Revenues in each Fiscal Year at least equal to one hundred twenty percent (120%) of the Annual Debt Service Requirement for all outstanding Bonds in the applicable Fiscal Year.

- H. **CUSIP Numbers:** No CUSIP numbers or ratings will be obtained with respect to the Series 2026 Bond. The successful proposer will be required to provide the representations needed to satisfy Rule G-34 of the Municipal Securities Rulemaking Board relating to the exception to the requirement to assign CUSIP numbers for municipal securities purchased by banks.

- I. **Financial Information:** The most recent audited financial statements of the CITY (which provides financial information concerning the CITY and the System) and the most recent Budget, can be found online at the following website: <https://www.westonfl.org/home/showpublisheddocument/7721/638821497027170000>

- J. **Terms of Proposal:** The CITY reserves the right to reject proposals with onerous terms and conditions. The CITY will not accept any offer with capital adequacy or other interest-rate-adjustment language with respect to changes to tax law. The only interest rate adjustment provision the CITY will consider is one imposed as the result of a final, non-appealable ruling of the IRS or a court of competent jurisdiction declaring interest on the Series 2026 Bond to be includable in gross income of the holder thereof for federal income tax purposes and which results solely from the action or inaction of the CITY.

- K. **Closing Certifications:** At the closing of the Series 2026 Bond, the successful proposer will be required to make certain certifications, including but not limited to certifications that it:
 - (1) Is not acting as a broker or other intermediary and is purchasing the Series 2026 Bond as an investment for its own account and not with a present view to resale or other distribution to the public;
 - (2) Has a present intent to hold the Series 2026 Bond to maturity or earlier redemption, and has no present intention of reselling or otherwise disposing of all or a part of the Series 2026 Bond;
 - (3) Understands that the Series 2026 Bond may not be transferred in a denomination less than \$100,000 under any circumstances;
 - (4) Is a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes or is an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder; and
 - (5) Is not purchasing the Series 2026 Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

At the closing for the Series 2026 Bond, the successful proposer will be required to execute and deliver to the CITY an accredited investor letter in form and substance reasonably satisfactory to the CITY and Bond Counsel.

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SECTION 3

GENERAL CONDITIONS

3.1 Bid Documents

The Bid documents constitute the complete set of Bid specifications and forms. All forms and documents must be executed, sealed and submitted as provided in Section 4 of the Bid. BIDS not submitted on the prescribed forms shall be rejected. By submitting a BID, the LENDERS agree to be subject to all terms and conditions specified herein. No exception to the terms and conditions shall be allowed. Submittal of a BID to the Bid constitutes a binding offer by the LENDERS. The LENDERS' failure to comply with any provisions in the Bid may result in disqualification, at the sole discretion of the CITY.

3.2 Additional Terms and Conditions

Additional terms and conditions submitted by the LENDERS with the BID may be evaluated or considered. Priority shall be given to BIDS which contain terms and conditions which are in the best interest of the CITY as determined solely by the CITY.

3.3 Interpretations and Inquiries

The LENDERS shall carefully examine the Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY or its agent in writing prior to the Submittal Deadline.

Questions concerning this solicitation shall be submitted in writing to attention of Julie Santamaria (Santamariaj@pfm.com) and Pete Varona (varonap@pfm.com). All questions must be submitted in writing no later than the last date for receipt of written questions set forth in the "Projected Timetable" section of this BID.

No person is authorized to give oral interpretations of, or make oral changes to, the Bid documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the Bid documents shall be made in the form of a written addendum to the Bid document and shall be furnished by the CITY to all LENDERS who have obtained a copy the Bid. Only those interpretations of, or changes to, the Bid document that are made in writing and furnished to the LENDERS by the CITY may be relied upon.

3.4 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the loan documents, shall affect or modify any of the terms or obligations contained in such documents. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the CITY or the LENDER.

3.5 No Contingency Fees

The LENDERS warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the LENDERS, to solicit or secure the Loan, and that they have not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the LENDERS, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the selection of the LENDERS.

3.6 Independence

On the form provided in Section 5 of the Bid, the LENDERS shall list, and describe any relationships – professional, financial or otherwise – that it may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to this Bid. Additionally, the LENDER shall give the CITY written notice of any other relationships – professional, financial or otherwise – that it enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the term of the Loan.

3.7 Disqualification

More than one BID from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that the LENDERS are involved in more than one bid for the same work will be cause for rejection of all BIDS in which such LENDERS are believed to be involved.

3.8 Assignment; Non-transferability of BID

BIDS shall not be assigned or transferred. Any LENDERS who are, or may be, purchased by or merged with any other corporate entity during any stage of the Bid process, through to and including awarding of and execution of an Agreement, are subject to having their BID disqualified as a result of such transaction. The City Manager shall determine whether a BID is to be disqualified in such instances.

If, at any time during the Bid process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of the LENDERS, or the sale of a controlling interest in the LENDERS, or any similar transaction, the LENDERS shall immediately disclose such information to CITY. Failure to do so may result in the BID being disqualified, at the CITY'S sole discretion.

3.9 Compliance with Applicable Laws

The LENDERS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this bid. Lack of knowledge of applicable laws shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

3.10 Familiarity with Laws and Ordinances

The submission of response to this Bid shall be considered as a representation that the LENDERS are familiar with all applicable federal, state and local laws, ordinances, rules and regulations; and no plea of misunderstanding shall be considered on account of ignorance thereof. If the LENDERS discover any provisions in the Bid documents that are contrary to or inconsistent with any law, ordinance, or regulation, the LENDERS shall report it to the CITY in writing without delay.

3.11 Advertising

In submitting a BID, the LENDERS agree not to use the results therefrom as a part of any Advertising or sponsored publicity without the express written approval of the City Manager or designee.

3.12 Execute Loan

The terms, conditions and provisions in the Bid shall be included and incorporated in the final Loan Agreement and other documents between the CITY and the successful LENDER. Any and all legal action necessary to interpret or enforce the terms of the Bid and/or the Loan Agreement shall be governed by the laws of Florida. The venue shall be Broward County, Florida.

3.13 Facilities

The City Manager or designee reserves the right to inspect the LENDERS' facilities at any reasonable time, during normal working hours, without prior notice to determine that the LENDERS have a bona fide place of business and are responsible LENDERS.

3.14 Withdrawal or Revision of BID Prior to and After Opening

The LENDERS shall not withdraw, modify or correct a BID after it has been deposited with the CITY. The withdrawal, modification or correction of a BID after it has been deposited with the CITY shall constitute a breach by the LENDER. No LENDER may withdraw its BID, or modify the interest rate offered, within sixty (60) calendar days after the Submittal Deadline.

3.15 CITY'S Exclusive Rights

The CITY (through the City Commission, City Manager, Selection Committee or Protest Committee) reserves the right to:

- A. Reject any or all BIDS;
- B. Waive any informality in a BID;
- C. Waive any deficiency or irregularity in the selection process;
- D. Accept or reject any or all qualifications statements in part or in whole; and
- E. Request additional information as appropriate.

By submitting a BID, the LENDER acknowledge and agree that no enforceable Agreement arises until the CITY signs the Loan Agreement, that no action shall lie to require the CITY to sign such Loan Agreement at any time, and that each LENDER waives all claims to damages, lost profits, costs, expenses, reasonable attorney fees, etc., as a result of the CITY not signing such Loan Agreement.

3.16 Addenda

The CITY reserves the right to issue addenda. The LENDERS shall acknowledge receipt of such addenda on the form provided herein. In the event the LENDERS fail to acknowledge receipt of such addenda, the BID shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of the BID shall constitute acknowledgment of receipt of all addenda, whether or not received.

It is the responsibility of the LENDERS to verify that all addenda issued have been received before depositing the BID with the CITY.

3.17 Review of the BID Documents

By the submission of a BID, the LENDERS certify that a careful review of the Bid has taken place, and that the LENDERS are fully informed and understand the requirements of the Bid.

3.18 Adjustment/Changes/Deviations

No adjustments, changes or deviations to the Bid shall be accepted unless the conditions or specifications of the Bid expressly so provide.

3.19 Public Records

Upon award recommendation or thirty (30) days after the BID Submittal Due Date opening, whichever is earlier, any material submitted in response to the Bid shall become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). The LENDER must claim the applicable exemptions to disclosure provided by law in their response to the Bid by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

IF THE LENDERS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LENDERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.

3.20 Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on an Agreement to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this Bid, the LENDERS certify that they are qualified under Section 287.133, Florida Statutes, to provide the services set forth in this Agreement.

3.21 Non-Collusion Affidavit

The BID shall include the Non-Collusion Affidavit as set forth in the form provided in Section 5 of the Bid and as described in Section 4 of the Bid. The LENDERS' failure to include the affidavit shall result in disqualification.

3.22 Affirmation of Closing Date Affidavit:

The bid shall include the Affirmation of Closing Date Affidavit as set forth in the form provided in Section 5 of the Bid and as described in Section 4 of the Bid.

3.23 Noncoercive Affidavit

In accordance with Section 787.06, Florida Statutes, the CITY requires all vendors executing, renewing or extending a contract with the CITY to execute the required CITY affidavit, attesting that vendor does not use coercion for labor or services.

3.24 Electronic Signatures

The CITY and the LENDERS agree that the Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on the Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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SECTION 4

BID PROCESS

4.1 Award Criteria

A. Award criteria are as follows:

1. Award shall be based upon the responses to all criteria detailed in sections B. and C. below.
2. Further consideration may include but not be limited to, references, completeness of bid response and past performances on other District bids or projects.
3. Clear and confirmed mathematical miscalculations may be corrected by the District to reflect the proper response.
4. The District reserves the right to clarify a proposal prior to the award of the solicitation.
5. It is the intent of the District to award to the lowest, qualified and responsive proposer in accordance with the following methodology, and as determined to be in the best interest of the District, as determined solely by the District:

B. **Interest Rate:** Please provide the index used and spread to that index in your proposal, and please provide the indicative interest rate as of February 17, 2026. The District anticipates closing this transaction no later than March 25, 2026.

C. **Fees and Expenses:** Please provide a single TOTAL cost for all fees and expenses and describe in detail all fees and expenses which the District will be responsible to pay. The amounts stated in the proposal shall represent the maximum amounts payable to the proposer by the District. All fees and expenses in excess of those stated in the proposal shall be the sole responsibility of the proposer and will not be paid or reimbursed by the District. The District's Bond Counsel, Weiss Serota Helfman Cole + Bierman, will deliver an opinion regarding the excludability of interest from gross income for federal income tax purposes on the Series 2026 Bond.

D. **The notification of award of the BID does not obligate the District to close on the Series 2026 Bond.**

Projected Timetable

Event	Date
Issue Solicitation Notice	January 30, 2026
Last Date for Receipt of Written Questions	February 11, 2026
Solicitation Deadline Date and Time	February 18, 2026
Anticipated Evaluation of Submittals and Recommendation	February 20, 2026
Anticipated Board Approval	March 16, 2026
Anticipated Closing Date	March 25, 2026

These dates are subject to change, as determined by the District.

4.2 Additional Information

- A. **Acceptance of Proposals:** Your quote may not be accepted unless all requested information is furnished. No successful proposer may assign any portion of the contractual agreement between such proposer, or such proposer's representative, and the District without prior written authorization by the District. In the event that the proposer selected by the District does not execute a contract within a timeframe acceptable to the District, the District may give notice of intent to award the Series 2026 Bond to the next most qualified proposer or to call for new proposals.
- B. **Cancellation of BID and Rejection of Proposals:** The District reserves the right to (i) cancel this BID, (ii) accept or reject, in whole or in part, any or all proposals, and (iii) waive minor irregularities or technicalities in the proposals or in the BID process. A minor irregularity is defined as a variation from the terms and conditions of this BID which does not affect the price of the BID, give a proposer an unfair advantage over other proposers, or adversely impact the interests of the District. There is no obligation on the part of the District to award the contract resulting from this BID to the proposer offering the lowest price to the District. The District reserves the right, and in its sole discretion, to award the BID to the firm whose proposal is judged to be the most advantageous to the District and to be in the best interests of the District.
- C. **Information Concerning Proposer:** The District reserves the right to obtain and review any information deemed necessary to determine the ability of the proposer to carry out its obligations under the contract resulting from this RFP, including but not limited to its relevant experience and qualifications, the quality of its past performance, the proposer's current and prior compliance with all laws and regulations, its financial strength and capability to perform the requirements of this RFP.
- D. **Amendments:** Any time before responses are due, the District reserves the right to amend or modify this RFP, within its sole discretion, by email to prospective proposers. A copy of any written amendment or modification hereto will be remitted to each prospective proposer that, in connection with this RFP, at the time has its name and address on file with PFM.
- E. **Compliance with Public Records Law:** The successful proposer agrees to comply with the Florida Public Records Law Chapter 119 (including specifically those contractual requirements at F.S. §119.0701(2) (a)-(d) and (3), ordinances, codes, rules, regulations and requirements of any governmental agencies.
- F. **Cone of Silence:** Section 32.10 (Cone of Silence) of the City Code prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between any proposer or proposer's representative seeking award from such competitive solicitation and any City Commission or District Board member or legislative staff, or any City or District employee authorized to act on behalf of the District to award a contract under this RFP.

The Cone of Silence shall be in effect as of the deadline to submit proposals and shall remain in effect and subject to the terms of Section 32.10 of the Code of Ordinances for any proposer or proposer's representative until the proposal of such proposer or proposer's representative is either rejected by the District or withdrawn by such proposer or proposer's representative.

The provisions of the Code of Ordinances relating to the Cone of Silence shall not apply to oral communications at any public proceeding, including any pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the District Board and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any employee and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, City Commission or District Board member or selection committee member, unless otherwise specifically prohibited in this RFP.

The Cone of Silence shall terminate at the time the District Board awards or approves a contract, rejects all bids or responses or otherwise takes action which ends the solicitation process.

Any contract entered into in violation of the Cone of Silence provisions of the City Code shall render the transaction voidable.

- G. **Warranties:** The proposer, in submission of its proposal, warrants to the District that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the documents to be entered into by the District and the winning proposer pursuant to the terms of this RFP.
- H. **Investor Letter:** At the closing for the Series 2026 Bond, the successful proposer will be required to execute and deliver to the District an accredited investor letter in form and substance reasonably satisfactory to the District and Bond Counsel.
- I. **Scrutinized Companies:** Pursuant to Section 287.135, Florida Statutes, a LENDER is ineligible to, and may not submit a BID for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a BID for a new contract or renewal of an existing contract:
 - (1) for any contract amount, if the LENDER is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
 - (2) if \$1 million or more and the LENDER is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - (3) if \$1 million or more and the LENDER is engaged in business operations in Cuba or Syria.
- J. **E-Verify Affidavit:** In accordance with Section 448.095, Florida Statutes, the CITY requires all LENDERS doing business with the CITY to register with and use the E-Verify system to

verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the LENDERS acknowledge that they have read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and have executed the required affidavit attached hereto and incorporated herein.

- K. **Foreign Gifts and Contracts:** Pursuant to Section 286.101, Florida Statutes, all LENDERS shall disclose in their response to the CITY as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. Any LENDER who fails to make such disclosure shall be disqualified and also may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation.
- L. **Noncoercion Affidavit:** In accordance with Section 787.06, Florida Statutes, the City requires all vendors executing, renewing or extending a contract with the City to execute the required City affidavit, attesting that vendor does not use coercion for labor or services.
- M. **Entities of Foreign Countries of Concern:** Section 287.138, Florida Statutes, prohibits the CITY from entering in to a contract which would give access to an individual's personal identifying information to an entity with (a) a controlling interest (as that term is defined in sub-section 287.138(1)(a)), (b) full ownership held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or (c) with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit, signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The Vendor shall execute the Affidavit regarding Entities of Foreign Countries of Concern, which is included as Form14 attached hereto. The City reserves the right to terminate this Agreement in the event the Vendor has provided a false certification or otherwise violates Section 287.138, Florida Statutes.

4.3 Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a LENDER is ineligible to, and may not submit a BID for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a BID for a new contract or renewal of an existing contract:

- A. for any contract amount, if the LENDER is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

- B. if \$1 million or more and the LENDER is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- C. if \$1 million or more and the LENDER is engaged in business operations in Cuba or Syria.

4.4 E-Verify Affidavit

In accordance with Section 448.095, Florida Statutes, the CITY requires all LENDERS doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the LENDERS acknowledge that they have read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and have executed the required affidavit attached hereto and incorporated herein.

4.5 Foreign Gifts and Contracts

Pursuant to Section 286.101, Florida Statutes, all LENDERS shall disclose in their response to the CITY as well as in any manner required by Section 286.101, Florida Statutes, any current or prior contract with, or grant or gift received from, a Foreign Country of Concern, with a value of \$50,000 or more, received or in force at any time during the previous five years. A "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country. Any LENDER who fails to make such disclosure shall be disqualified and also may be liable for a civil violation with a fine of \$5,000 for a first violation or \$10,000 for any subsequent violation.

4.6 Noncoercion Affidavit

In accordance with Section 787.06, Florida Statutes, the City requires all vendors executing, renewing or extending a contract with the City to execute the required City affidavit, attesting that vendor does not use coercion for labor or services.

4.7 Entities of Foreign Countries of Concern

Section 287.138, Florida Statutes, prohibits the CITY from entering in to a contract which would give access to an individual's personal identifying information to an entity with (a) a controlling interest (as that term is defined in sub-section 287.138(1)(a)), (b) full ownership held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or (c) with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit, signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

The Vendor shall execute the Affidavit regarding Entities of Foreign Countries of Concern, which is attached hereto. The City reserves the right to terminate this Agreement in the event the Vendor has provided a false certification or otherwise violates Section 287.138, Florida Statutes

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SECTION 5

BID FORMS

The forms included in this section are expected to be executed by the winning bidder at closing. By submitting a bid, each bidder agrees to execute these forms at closing.

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COVER SHEET

City of Weston

Request for Qualifications

BID NO. 2026-04

FISCAL YEAR 2026 BANK LOANS
ISSUANCE NUMBER ONE

BID Submitted by:

LENDER Name		
Contact Person		
Address		
City	State	Zip Code
Phone Number	Email Address	

Signature of LENDER

Date

FORM 1

LENDER'S STATEMENT OF ORGANIZATION

1. Full Name of LENDER:

2. Principal Business Address, Phone and Fax Numbers & Email Address:

3. Principal Contact Person(s):

4. Form of LENDER (Corporation, Partnership, Joint Venture, Other):

A. If a corporation, in what state incorporated: _____

B. Date Incorporated: _____

C. If a joint Venture or Partnership, date of Agreement: _____

D. Name and address of all partners (state whether general or limited partnership):

E. If other than a corporation or partnership, describe organization and name of principals.

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind LENDER.

Name

Title

6. Indicate the number of years of experience that the LENDER has in providing loans as those required by the City. _____

7. Describe the internal credit approvals and timetable that would be required to approve the loan.

8. Describe LENDER's ability to obtain all approvals necessary to facilitate a closing date of _____, or sooner.

9. List all entities participating in this Agreement (including subcontractors if applicable):

Name

Address

Title

A. _____

B. _____

C. _____

D. _____

10. Outline specific areas of responsibility for each entity listed in Question 9.

A. _____

B. _____

C. _____

D. _____

11. County or municipal business tax receipt number (attach copies):

County: _____

Municipal: _____

12. Have you ever failed to complete any work awarded to you? Yes : _____ No: _____
If so, note when, where and why.

13. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?

Yes ____ No ____ If yes, attach a separate sheet of explanation.

14. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes ____ No ____ If yes, attach a separate sheet of explanation.

15. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?

Yes ____ No ____ If yes, attach a separate sheet of explanation.

16. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

Yes ____ No ____ If yes, attach a separate sheet of explanation.

17. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

Yes ____ No ____ If yes, attach a separate sheet of explanation.

18. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?

Yes ____ No ____ If yes, attach a separate sheet of explanation.

19. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?

Yes ____ No ____ If yes, attach a separate sheet of explanation.

20. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes ____ No ____ If yes, attach a separate sheet of explanation.

21. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes ___ No ___ If yes, attach a separate sheet of explanation.

22. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes ___ No ___ If yes, attach a separate sheet of explanation.

23. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes ___ No ___ If yes, attach a separate sheet of explanation.

24. Within the last five years, have you, any officer or partner of your organization or the organization entered into or are currently in a contract with, or received a grant or gift from, a Foreign Country of Concern, with a value of \$50,000 or more. A “Foreign Country of Concern” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such country.

Yes _____ No _____ If yes, attach a separate sheet of explanation.

Signature

Title

Name

Date

FORM 2

AFFIRMATION OF CLOSING DATE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the LENDER that has submitted the attached Bid;

2. He/She hereby certifies and attests that the LENDER has the ability to obtain all approvals necessary to facilitate a _____ closing date or sooner, and therefore shall close on or before _____, subject to City Commission approval prior to _____.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by _____ as _____.

(Name of person acknowledging)

(Title)

for _____.

(Company Name)

(NOTARY SEAL)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE or STAMP NAME OF NOTARY

Personally Known ____ OR Produced Identification ____

Type of identification Produced _____

FORM 3

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She/They is _____ of _____, the LENDER that has submitted the attached BID;
2. He/She is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
3. Such BID is genuine and is not a collusive or sham BID;
4. Neither said LENDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other LENDER, firm or person to submit a collusive or sham BID in connection with the Agreement for which the attached BID has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other LENDER, firm, or person to fix the price or prices in the attached BID, or of any other LENDER or to fix any overhead, profit or cost element of the BID or the response of any other LENDER, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Weston, Florida, or any person interested in the proposed Agreement; and
5. The response to the attached BID is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the LENDER or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 4

DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby

certifies that _____ does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under the BID a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this LENDER complies fully with the above requirements.

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 5

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the LENDER that has submitted the attached BID;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, LENDER, subconsultant, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my BID.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

Signature (Blue Ink Only)

Date

Print Name

Title

FORM 6

ACKNOWLEDGMENT OF ADDENDA

The LENDER hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of this BID. In the event the LENDER fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 7

SCRUTINIZED COMPANIES

The undersigned LENDER in accordance with Section 287.135, Florida Statutes, hereby certifies that:

LENDER is not participating in a boycott of Israel;

LENDER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

LENDER does not have business operations in Cuba or Syria.

_____ Signature (Blue Ink Only)	_____ Date
_____ Print Name	_____ Title

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 8

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the CITY requires all entities doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>.

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

Signature (Blue Ink Only)

Date

Print Name

Title

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 9

PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, BID or contract No. _____

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

whose business address is: _____

Federal Identification Number
(FEIN) is: _____
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is: _____

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime;
or

FORM 9

PUBLIC ENTITY CRIMES(Continued)

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

a. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

b. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

1. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

2. _____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

FORM 9

PUBLIC ENTITY CRIMES (Continued)

3. _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

Signature (Blue Ink Only)

Date

Print Name

Title

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 10

CERTIFICATION TO ACCURACY OF BID

LENDER, by executing this CERTIFICATION TO ACCURACY OF BID Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the BID in support of its BID are true and accurate. **Failure by the LENDER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the BID being deemed non-responsive and such BID will not be considered.**

Before me, the undersigned authority, on this day personally appeared _____, who, upon being duly sworn, deposes and says:

1. I am _____ of _____, the LENDER that has submitted the attached BID;
2. I _____ certify that I am authorized to sign this solicitation response on behalf of the LENDER as indicated in Form 1 as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the LENDER.
3. I am fully informed respecting the preparation and contents of the attached BID and of all Forms, Affidavits and documents submitted in support of such BID;
4. I attest that all forms, affidavits, certifications, documents, statements, oral, written or otherwise submitted in support of this BID and included in this BID are true and accurate;
5. No information that should have been included in such forms, affidavits, certification and documents has been omitted; and
6. No information that is included in such Forms, Affidavits or documents is false or misleading.
7. I acknowledge that untruthful and incorrect statements made in support of the Vendor's response may be used by the City as a basis for rejection, rescission of the award, or termination of the Agreement, and that the City's rights and remedies set forth herein are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 10

CERTIFICATION TO ACCURACY OF BID
(Continued)

I understand that I am swearing or affirming under oath to the truthfulness of the matters set forth above and that the intentional making of a false statement under oath constitutes perjury under Florida law.

_____	_____
Signature (Blue Ink Only)	Date
_____	_____
Print Name	Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 20____, by _____ as _____.

(Name of person acknowledging) (Title)

for _____.

(Company Name)

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Nongovernment Entity name: _____ (“Vendor”)

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with the City of Weston, Florida, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signature (Blue Ink Only)

Date

Print Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____
online notarization, this _____ day of _____, 20____, by
_____ as _____.

(Name of person acknowledging)

(Title)

for _____.

(Company Name)

(NOTARY SEAL)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE or STAMP NAME OF NOTARY

Personally Known _____ OR Produced Identification _____

Type of identification Produced _____

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2025-142**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AUTHORIZING THE CITY MANAGER TO SEEK LOAN PROPOSALS DURING FISCAL YEAR 2026 TO BORROW FUNDS IN AN AMOUNT NOT TO EXCEED \$5,500,000 TO FUND A WATER AND SEWER CAPITAL PROJECT IN THE FISCAL YEAR 2026 ADOPTED BUDGET.

WHEREAS, First, the City Commission of the City of Weston, Florida, serves as the governing board of the Indian Trace Development District (the "ITDD"); and

WHEREAS, Second, the ITDD is a dependent special district of the City of Weston for the purpose of exercising all those rights, powers and authority contained in Section 24.01 of the City of Weston, Florida Code of Ordinances; and

WHEREAS, Third, the ITDD owns, operates and maintains the water and sewer infrastructure of the ITDD; and

WHEREAS, Fourth, on September 29, 2025 the City Commission adopted the Fiscal Year 2026 Adopted Budget for the City of Weston and the ITDD; and

WHEREAS, Fifth, the Fiscal Year 2026 Adopted Budget includes the City of Sunrise Automated Meter Replacement project (known as "the Project") budgeted in the ITDD Enterprise Fund - Water and Sewer Utility, which is intended to be funded with debt proceeds; and

WHEREAS, Sixth, the City Commission desires to finance the Project via borrowed funds which have been provided for in the Fiscal Year 2026 Adopted Budget; and

WHEREAS, Seventh, the City Commission wishes to authorize the City Manager to seek loan proposals during Calendar Year 2026 to borrow funds in an amount not to exceed \$5,500,000.00, inclusive of principal and interest costs, for a term of seven years; and

WHEREAS, Eighth, the loan will be repaid utilizing revenues from the ITDD Enterprise Fund - Water and Sewer Utility.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

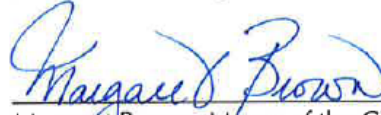
Section 2: The City Manager is hereby authorized to seek loan proposals during Fiscal Year 2026 to borrow funds in an amount not to exceed \$5,500,000.00, inclusive of principal and interest costs, for a term of seven years, to finance the Project in Fiscal Year 2026.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AUTHORIZING THE CITY MANAGER TO SEEK LOAN PROPOSALS DURING FISCAL YEAR 2026 TO BORROW FUNDS IN AN AMOUNT NOT TO EXCEED \$5,500,000 TO FUND A WATER AND SEWER CAPITAL PROJECT IN THE FISCAL YEAR 2026 ADOPTED BUDGET.

Section 3: The appropriate City officials are authorized to execute all necessary documents to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, this 8th day of December 2025.



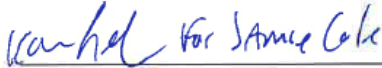
Margaret Brown, Mayor of the City of Weston
Chair of the Indian Trace Development District

ATTEST:



Patricia A. Bates, MMC, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:



Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Andrade	<u>Yes</u>
Vice Mayor Mead	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>

EXHIBIT A

5-Year History of Pledged Revenues	
FY 2021	2,145,113.99
FY 2022	2,324,790.15
FY 2023	2,901,334.01
FY 2024*	6,213,565.64
FY 2025	6,341,113.31
*In FY 2024, the monthly District Facility Maintenance Charge was increased	

EXHIBIT B

FEE SCHEDULE

FISCAL YEAR 2026 BANK LOANS ISSUANCE NUMBER ONE		
A fixed interest rate for the term for the Project Loans must be provided below. The rate offered in the response must be locked for 60 days.		
Item	Description	Interest Rate
1.	Interest Rate Offered	_____ %

Interest Rate: Please provide the index used and spread to that index in your proposal, and please provide the indicative interest rate as of February 17, 2026. The CITY anticipates closing this transaction no later than March 25, 2026.

Fees and Expenses: Please provide a single TOTAL cost for all fees and expenses and describe in detail all fees and expenses which the CITY will be responsible to pay. The amounts stated in the proposal shall represent the maximum amounts payable to the LENDER by the CITY. All fees and expenses in excess of those stated in the proposal shall be the sole responsibility of the LENDER and will not be paid or reimbursed by the CITY.

The CITY’s Bond Counsel will deliver an opinion regarding the excludability of interest from gross income for federal income tax purposes on the Series 2026 Bond. The notification of award does not obligate the CITY to close on the Series 2026 Bond.