



CITY OF TAMARAC REGULAR CITY COMMISSION MEETING

**Commission Chambers
Wednesday, March 11, 2026
7:00 PM**

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE: Michelle J. Gomez

1. CITY ATTORNEY REPORT

2. CITY MANAGER REPORT

2.a Women's History Month Proclamation

Honorees:

District 1 - Dr. Sharetta Remikie

District 2 - Pastor Michelle Alexander

District 3 - Sharon Jacobs

District 4 - Seema Lakhani

Mayor - Lena Jones

2.b Presentation of a Key to the City to Rutshelle Guillaume *Requested by Vice Mayor Marlon Bolton*

2.c Presentation of Congressional Proclamation and Congressional Record *Requested by Vice Mayor Marlon Bolton*

2.d Community Hero Award Presentations *Requested by Vice Mayor Marlon Bolton*

2.e National Athletic Training Month (NATM) Proclamation *Requested by Mayor Michelle J. Gomez*

2.f Irish American Heritage Month Proclamation *Requested by Mayor Michelle J. Gomez*

2.g BSO Monthly Update
Presented by BSO Captain David Franks

3. PUBLIC PARTICIPATION

Any member of the public may speak to any issue that is not agendized for public hearing at this meeting. Speakers will be limited to three minutes during this item and at public hearings. When an issue has been designated as quasi-judicial, public remarks shall only be heard during a quasi-judicial hearing that has been properly noticed for that matter.

Members of the public wishing to provide comments to the City Commission, on any matter, including items on the agenda, may submit their comments via email to cityclerk@tamarac.gov. All comments submitted by email shall be made part of the public record. The City has authority under the City Code to regulate the manner in which comments are made during any public meeting. Please be advised that the City will not read publicly any emails.

4. COMMISSION REPORTS

District 1
District 2
District 3
District 4
Mayor

5. CONSENT AGENDA

Items listed under the Consent Agenda are considered routine, and the recommendation will be enacted by ONE MOTION, in the form listed below. If discussion is desired, then, in accordance with Resolution R-2003-015, Sec. 4.5, the item(s) will be removed from the Consent Agenda and will be considered individually.

5.a Approval of the January 29, 2026, Regular Commission Meeting Minutes

5.b Approval of the February 11, 2026, Regular Commission Meeting Minutes.

5.c Approval of the February 23, 2026, Commission Workshop Minutes.

5.d Approval of the February 25, 2026, Regular Meeting Minutes.

5.e TR14370 - A Resolution of the City Commission of the City of Tamarac, Florida approving a substantial amendment to the 2025-2029 Consolidated Plan and Program Year 2025-2026 Annual Action Plan as combined in Exhibit "A" for the U.S. Department of Housing & Urban Development (HUD) Community Development Block Grant (CDBG) program; providing for conflicts; providing for severability; and providing for an effective date

5.f TR14374 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding bid no. 26-04B and approving an agreement with The Stout Group, LLC., attached hereto as Exhibit "2", for the construction of Phase VII of the Citywide Culvert Headwall installation project for a contract amount of \$1,537,735.00; authorizing a contingency in the amount of \$153,773.50 for a

total project budget of \$1,691,508.50; authorizing an additional appropriation in an amount not to exceed \$666,419.33, to be included in a future budget amendment pursuant to F.S. 166.241(8); authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for scrivener's errors; providing for severability; and providing for an effective date.

- 5.g TR14376 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing a four-week consecutive period (July 19, 2026 - August 16, 2026) during which time the City Commission will not schedule any regular meetings pursuant to Section 4.06(1) of the City Charter; providing for conflicts; providing for severability; and providing for an effective date.
- 5.h TR14377 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing ten (10) members to the Veterans' Affairs Committee. Each will serve a four-year term, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.
- 5.i TR14378 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing one At-Large member and one District 2 member to the Senior Advisory Committee to serve a four-year term concurrent with the appointing commission member or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.
- 5.j TR14379 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing one At-Large member to the Parks & Recreation Advisory Board to serve a four-year term concurrent with the appointing commission member or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.
- 5.k TR14381 - A Resolution of the City Commission of the City of Tamarac, Florida, adopting the Yard on the Lawn Music Festival as the city's official Caribbean heritage month celebration and appointing Vice Mayor Marlon D. Bolton as its liaison/ambassador.; providing for conflicts; providing for severability; and providing for an effective date.

6. REGULAR AGENDA

7. ORDINANCE(S) - FIRST READING

8. ORDINANCE(S) - SECOND READING

- 8.a TO2608 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 9, "Health, Sanitation and Nuisance," Article IV, "Residential and Nonresidential Property Maintenance Standards," Section 9-131, "Nonresidential Property Maintenance Standards," Subsection (j), of the City of Tamarac Code of Ordinances, to add clarifying language regarding parking lot maintenance; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

9. PUBLIC HEARING(S)

10. QUASI-JUDICIAL HEARING(S)

11. OTHER

11.a Solid Waste Authority Presentation

Requested by Commissioner Patterson & Presented by Mayor, Steve Breitkreuz - Town of Southwest Ranches

11.b Municipal Complex Campus Solicitation Discussion and Direction

Presented by Gerard Yetming, Damian Johnson, and Julian Zuniga from Colliers International

11.c Motion to rescind prior commission action dated April 23, 2025, prohibiting future consideration of the speed detection systems for the school zone speed limits Program. (Original Motion: “To Not Bring the Item Back in Perpetuity”).

11.d Request to Amend the City of Tamarac On Street Parking Policy to Add Mainlands Section 6 to the List of Neighborhoods with On-Street Parking Restrictions.

11.e Presentation & Discussion on the establishment of a formal Sister City Partnership.

Presented by Sister Cities Committee Members, Jay Koutcher (Chair), Peter Mason, and Trisha Soman.

12. ADJOURNMENT

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

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at 954-597-3505 at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service by dialing 7-1-1.

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Proclamation

AGENDA SECTION: **CITY MANAGER REPORT**

TITLE: Women's History Month Proclamation

Honorees:

District 1 - Dr. Sharetta Remikie

District 2 - Pastor Michelle Alexander

District 3 - Sharon Jacobs

District 4 - Seema Lakhani

Mayor - Lena Jones

ATTACHMENTS:

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Presentation

AGENDA SECTION: **CITY MANAGER REPORT**

TITLE: Presentation of a Key to the City to Rutshelle Guillaume
Requested by Vice Mayor Marlon Bolton

ATTACHMENTS:

[Commission_Agenda_Request_Form_76104a76-ad90-4a59-8ba6-d2a0126957fd_pdfa.pdf](#)

Commission Agenda Request Form

Requested by: Marlon Bolton, Vice Mayor, District 1

Meeting Date: 03/02/2026

Agenda Item Title:
Request for Key to the City

Item Description:
Request for Key to the City in honor of Rutshelle Guillaume

Key to the City Request
March 11th agenda

☐ I have provided information, or attachment(s), that I would like included as backup material for agenda publication.

☒ There are no additional materials, or attachments, being provided for this item.

eSigned via GovOS.com
Marlon Bolton
Key: 1dacc9970e1876684e959e225bdc9e35

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Presentation

AGENDA SECTION: **CITY MANAGER REPORT**

TITLE: Presentation of Congressional Proclamation and
Congressional Record
Requested by Vice Mayor Marlon Bolton

RECOMMENDATION: Presentation will be made by the Office of Congresswoman
Sheila Cherfilus-McCormick of a Congressional
Proclamation to Rutshelle Guillaume and Congressional
Record Recognitions to the City of Tamarac Women's
History Month Honorees.

ATTACHMENTS:

[Commission_Agenda_Request_Form_d9d82914-63a7-4e28-9366-79087c74f013_pdfa.pdf](#)

Commission Agenda Request Form

Requested by: Marlon Bolton, Vice Mayor, District 1

Meeting Date: 03/02/2026

Agenda Item Title:
Congressional Proclamation and Congressional Record

Item Description:

The Office of Congresswoman Sheila Cherfilus McCormick will attend the meeting to present Congressional Proclamation to Rutshelle Guillaume, and Congressional record to all women who will be honored in recognition of Women's history month.

Proclamation Request

Proclamation will be drafted and submitted by Congresswoman McCormick's office.

☐ I have provided information, or attachment(s), that I would like included as backup material for agenda publication.

☒ There are no additional materials, or attachments, being provided for this item.

eSigned via GovOS.com
Marlon Bolton
Key: 1dacc9970e1876684e959e225bdc9e35

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Presentation

AGENDA SECTION: **CITY MANAGER REPORT**

TITLE: Community Hero Award Presentations
Requested by Vice Mayor Marlon Bolton

RECOMMENDATION: Vice Mayor Marlon Bolton will present Community Hero Awards to Four Deserving Tamarac Residents

ATTACHMENTS:

[Commission_Agenda_Request_Form_779fd433-217d-44d9-9184-e1937069b07d_pdfa.pdf](#)

Commission Agenda Request Form

Requested by: Marlon Bolton, Vice Mayor, District 1

Meeting Date: 03/02/2026

Agenda Item Title:
Community Hero Award

Item Description:

Vice Mayor Marlon Bolton will present Community Hero Awards to 4 deserving residents of Tamarac.

Medal of Honor Request

Vice Mayor Marlon Bolton will present Community Hero Awards to 4 deserving residents of Tamarac.

☐ I have provided information, or attachment(s), that I would like included as backup material for agenda publication.

☒ There are no additional materials, or attachments, being provided for this item.

eSigned via GovOS.com
Marlon Bolton
Key: 1dacc9970e1876684e959e225bdc9e35

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Monica Barros Assistant City Clerk

ITEM TYPE: Proclamation

AGENDA SECTION: **CITY MANAGER REPORT**

TITLE: National Athletic Training Month (NATM) Proclamation
Requested by Mayor Michelle J. Gomez

ATTACHMENTS:

[Commission_Agenda_Request_Form_6be28047-63e9-4747-87ef-4da202d66ae2_pdfa.pdf](#)

Commission Agenda Request Form

Requested by: Michelle Gomez, Mayor

Meeting Date: 03/11/2026

Agenda Item Title:

Item Description:

Proclamation Request

National Athletic Training Month
Irish American Heritage Month

☒ I have provided information, or attachment(s), that I would like included as backup material for agenda publication.

☐ There are no additional materials, or attachments, being provided for this item.

eSigned via GovOS.com
Michelle J. Gomez
Key: 1dacc9970e1876684e959e225bdc9e35

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Proclamation

AGENDA SECTION: **CITY MANAGER REPORT**

TITLE: Irish American Heritage Month Proclamation
Requested by Mayor Michelle J. Gomez

ATTACHMENTS:

[Commission_Agenda_Request_Form_6be28047-63e9-4747-87ef-4da202d66ae2_pdfa.pdf](#)

Commission Agenda Request Form

Requested by: Michelle Gomez, Mayor

Meeting Date: 03/11/2026

Agenda Item Title:

Item Description:

Proclamation Request

National Athletic Training Month
Irish American Heritage Month

☒ I have provided information, or attachment(s), that I would like included as backup material for agenda publication.

☐ There are no additional materials, or attachments, being provided for this item.

eSigned via GovOS.com
Michelle J. Gomez
Key: 1dacc9970e1876684e959e225bdc9e35

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Presentation

AGENDA SECTION: **CITY MANAGER REPORT**

TITLE: BSO Monthly Update
Presented by BSO Captain David Franks

ATTACHMENTS:

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Monica Barros Assistant City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **CONSENT AGENDA**

TITLE: Approval of the January 29, 2026, Regular Commission Meeting Minutes

ATTACHMENTS:
[01292026 COT-CC Regular Meeting Draft Minutes .pdf](#)



CITY OF TAMARAC REGULAR CITY COMMISSION MEETING

**Commission Chambers
Wednesday, January 29, 2026
7:00 PM**

CALL TO ORDER:

Mayor Michelle J. Gómez called the City Commission meeting, held in the Commission Chambers on Wednesday, January 29, 2026, to order at 7:00 PM.

ROLL CALL:

Present were Mayor Michelle J. Gómez, Vice Mayor Marlon D. Bolton, Commissioner Kicia Daniel, Commissioner Morey Wright Jr., and Commissioner Krystal Patterson.

Also present were City Manager Levent Sucuoglu, City Attorney Hans Ottinot, and Assistant City Clerk Monica Barros.

PLEDGE OF ALLEGIANCE:

Commissioner Morey Wright Jr. led the Pledge of Allegiance and a moment of silence.

1. CITY ATTORNEY REPORT

No report.

2. CITY MANAGER REPORT

2.a. Proclamation & Check Presentation to Acts of Love Corporation *Requested by Commissioner Krystal Patterson*

Mayor Michelle J. Gómez stated that the proclamation was requested by Commissioner Krystal Patterson, who read and presented it to Simone Handy, founder of Acts of Love Corporation.

2.b. International Holocaust Remembrance Day Proclamation *Requested by Mayor Michelle J. Gómez*

Mayor Gómez presented a proclamation to Rabbi Rami Pavolotzky & Rabbi Daniela Szuster recognizing January 27 as International Holocaust Remembrance Day.

2.c. Employee Service Awards

City Manager Levent Sucuoglu recognized and congratulated employees who recently reached city service milestones.

The following employees were recognized:

5 Years

Melissa Taylor

Alejandro Fuentes

Nicholas Garcia

10 Years

Dane Hinkle

15 Years

Willie Conde

20 Years

Oliver Hewitt

Jorge Martinez

Anthony Licata

Lisette Cruz

25 Years

Michelle Fontanez

Imran Khan

City Manager Sucuoglu also reported that Earl Henry would be serving as Interim Public Services Director as the city begins its search for candidates for the Public Services Director position. Rodney, a long-term employee with almost 30 years of service, will serve as the Assistant Public Services Director.

He announced that city leadership had met with state legislators to advocate for funding for critical infrastructure and public safety needs, including water main and fire protection system improvements, as well as the purchase of an aerial ladder fire truck.

Additional updates included:

- Tamarac water is safe, with no lead or galvanized service lines requiring replacement in the city's potable water system
- Colony West welcomed new executive chef, William Crackle, to The View restaurant
- The upcoming One Tamarac event on February 7th with performances, family activities, and cultural exhibits

- The next commission meeting scheduled for February 11, 2026, at 7 PM, with a reception honoring Black History Month nominees at 6 PM

3. PUBLIC PARTICIPATION

Mayor Gómez noted that the rules for public comment had been posted on the screen and opened the floor to public comments.

- 1) Ilene Michelson, a resident of Woodlands Boulevard, expressed concern that the city has been issuing building permits to properties in Section 4 of The Woodlands without approval from their architectural control committee. She suggested adding a line to permit applications asking whether the property is part of a homeowner's or condo association, and requiring applicants to obtain approval before receiving city permits.

Diko Alexander, Assistant Building Official, explained the permitting process and stated that Association approval does not prevent the City from issuing permits, unless the Association has an ordinance with the City requiring Association input. City Attorney Ottinot will research the subject and bring it back for commission discussion at a later time.

- 2) Mark Goggin mentioned that permit applications in the past did include a field about HOA requirements. He also expressed concern about the behavior during the previous commission meeting, stating that the city attorney should have better controlled the meeting and prevented commissioners from criticizing other commissioners or the public. He questioned donations, conflicts of interest, and commissioners abstaining from voting.
- 3) Patti Lynn expressed disappointment with the previous meeting's tone. She emphasized that city employees make commissioners look good, and commissioners should extend common courtesy to staff members rather than making disparaging remarks. She urged commissioners to be better prepared for meetings by reading backup materials beforehand.
- 4) Kate Johnson read several definitions for the words respect, bully, kindness, and parliamentarian. She criticized some commissioners for not looking up from their phones during public participation and questioned how this shows respect to constituents.

4. COMMISSION REPORTS

District 1

Vice Mayor Bolton praised the Dare2Care organization and clarified that having a connection to an organization doesn't mean both organizations are the same. He explained that commissioners sometimes ask questions they already know the answers to for the public's benefit, who may be misinformed. He expressed frustration about double standards regarding the treatment of staff members and defended his respect for city staff, specifically praising Assistant City Manager Maxine Calloway.

District 2

No report.

District 3

Commissioner Patterson requested a moment of silence for Sandy Cogan, a Granville resident who recently passed away. She recognized Leeloo Nesta, a resident who turned 109 on January 6th.

She reported on the January 17th "Ride for Miles" community event at the Tamarac Sports Complex, thanking her team, Vice Mayor Bolton, Commissioner Daniel, Commissioner Josh Simmons from Coral Springs, the BSO team, the City Manager, the City Attorney, and community members who participated. The event had 30-40 riders who completed 5-6 miles throughout the city. She announced the event would continue on the third Saturday of each month until summer, with the next event on February 21st at 8 AM.

Commissioner Patterson also promoted her upcoming "New Year, New Home" workshop on Saturday, partnering with a realtor, mortgage broker, and other home experts for a first-time homebuyer seminar at the Tamarac Community Center.

District 4

Commissioner Daniel announced the continuation of her monthly "Chew and Chat" on Sunday, February 1st, at Waters Edge Park from 3:30 to approximately 5:30 PM, where she and code enforcement would address residents' concerns.

She reported that her "Get In Step" fitness program has been extremely successful, with a waiting list of 38-40 people any given week, and they are considering starting another morning class. The next session will be on Thursday, February 5th, at 6:30 PM at the Tamarac Community Center.

Commissioner Daniel promoted several upcoming events:

- Annual Women's Gala on March 6-7, with nominations opening February 1st
- Workshops on using AI to launch and automate businesses
- Potential workshop on doing business with Amazon
- Youth Symposium for ages 8-18 on April 18

At Large

Mayor Gómez congratulated Football Tech All Stars, who recently rented city fields for a football game, noting the coaches' emphasis on sportsmanship.

She reported on the Broward Human Trafficking Coalition's visit to Tamarac, which focused on educating the community about human trafficking signs that may appear in online communications, social media, and gaming.

Mayor Gómez announced the ribbon-cutting and grand opening of Bluebird Kids Health at Midway Shopping Plaza, which aims to provide high-quality healthcare for children regardless of whether they are on Medicare, Medicaid, or have special needs.

She invited residents to attend:

- The Liberty Tree dedication on Saturday from 10:30 to 11:30 AM
- Free "Move with the Mayor" Zumba class on Monday, February 2nd at 6:30 PM
- 5K Club on the second Saturday of the month at Tephford Park, starting at 7 AM
- The Pet Expo on February 21st from 10 AM to 1 PM at Tamarac Park

5. CONSENT AGENDA

Moved by Mayor Gómez; seconded by Commissioner Wright Jr. to approve the Consent Agenda.

This item was pulled from the consent agenda for discussion.

5.a. TR14022 - A Resolution of the City Commission of the City of Tamarac, Florida approving and authorizing the deviation from Section 2-76 of the City of Tamarac Code of Ordinances entitled "Lien Reduction and Abatement Procedures", specifically Section 2 -76 (4) (e), to review for consideration relief to reduce the lien accrual amounts on the property located at 3100-3224 West Commercial Blvd and 3102 NW 50 Street, owned by YDB Three Lakes; providing for conflicts; providing for severability; and providing an effective date.

City Attorney Ottinot read the title for the record.

Motion carried over. **Motion** by Mayor Gómez, seconded by Commissioner Wright Jr., to adopt Temporary Resolution TR14022.

City Manager Sucuoglu, City Attorney Ottinot, and Diko Alexander, Assistant Building Official, answered questions from the commission and explained the City's lien reduction process. Mr. Alexander also made a presentation, which is on file in the City Clerk's Office.

Mayor Gómez opened public comment.

Mark Goggin, a resident and neighbor of the plaza, stated that he has observed significant improvements to the property over the past several years, particularly following a major fire at the Family Dollar store. He noted visible upgrades to store interiors and façades, including renovations to Family Dollar and the transition of the former Boston Market to Citibank, which made customary modifications for its operations. He reported that business owners and neighbors are pleased with the ongoing renovations and encouraged the City to support continued improvements at the plaza.

Adam Anderson, Property Manager for the plaza, addressed comments suggesting the plaza owner had no involvement in bringing Citibank to the site. He stated that the landlord provided significant concessions, including free rent and lease discounts, to secure Citibank as a tenant. He emphasized that many of the substantial lien amounts stemmed from non-life-safety violations, such as tenants failing to close permits or placing banners without permits, resulting in fines totaling hundreds of thousands of dollars. He argued that the lien totals were excessive relative to the violations and explained that the ownership group has since worked to bring the property into compliance and invest in improvements. He stated that the goal was not to seek mercy but to demonstrate good-faith efforts to renovate and improve the plaza. His colleague, Wendy Albear, briefly added that active construction and upgrades are ongoing and requested consideration of the proposed lien settlement while committing to continued improvements.

Kate Johnson, a resident of Mainlands Four, stated that the Commission had previously required the plaza owner to address violations before reconsidering lien relief and noted

that 33 liens have now been cured. She argued that visible exterior changes should not be the sole indicator of progress, as façade work typically occurs last in renovations. She referenced past City action removing over \$3 million in liens against Shaker Village, a corporation, and questioned the consistency of the City's approach. She emphasized that the purpose of liens is to achieve compliance, not to punish, and suggested that if the property is now largely in compliance, the City should consider supporting the business's continued improvements to promote a business-friendly environment.

Commission discussion continued.

Vice Mayor Bolton expressed concern about the proposed \$100,000 settlement amount (which would have been less than 5% of the total liens) and argued it was insufficient.

Commissioner Wright supported moving forward to encourage redevelopment and agreed that the amount seemed below typical settlement norms.

Commissioner Daniel questioned whether the settlement amount was equitable and consistent between commercial and residential properties and expressed concern that the property owner would fulfill his obligations to complete the work that had begun.

Commissioner Patterson raised concerns regarding City Code language prohibiting lien reduction after foreclosure authorization, questioned why foreclosure was not pursued after authorization in 2020, and expressed concern about fairness and policy consistency.

Mayor Gómez supported the staff's negotiated settlement, clarified that there was no pending litigation, and recognized that the new property owner spent \$500,000 to bring the property into compliance.

After extended debate, the Commission voted on the original motion.

Motion Failed: 3–2.

Voting Yes: Mayor Gómez, Commissioner Wright; **Voting No:** Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson.

New Motion: Vice Mayor Bolton moved to counter the property owner's offer with a settlement amount of \$566,688.75 (15% of the total lien amount); seconded by Commissioner Daniel.

New Motion: Passed 4-1.

Voting Yes: Commissioner Wright Jr., Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson; **Voting No:** Mayor Gómez.

The City Commission recessed for a break at 11:43 AM.

The City Commission reconvened at 12:01 PM.

6. REGULAR AGENDA

6.a. TR14365 - A Resolution of the City Commission of the City of Tamarac, Florida, directing the City Manager or designee to establish donation guidelines for non-profit entities that have received monetary donations in an amount exceeding two hundred fifty thousand dollars (\$250,000.00) from the year 1998 to present; authorizing the City Manager and City Attorney to do all things necessary to effectuate this resolution; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Motion by Commissioner Patterson, seconded by Commissioner Daniel, to adopt Temporary Resolution TR14365.

Mayor Gómez opened public comment.

Kate Johnson stated that while she supports establishing donation guidelines, she questioned why the proposal looks back to 1998 instead of focusing on forward-looking standards. She argued that accountability requirements should apply to all charities receiving City funds—not just those meeting a large cumulative threshold. She asked whether recipient organizations are properly registered and authorized to solicit funds in the State, whether they directly serve Tamarac residents, and how many residents benefit from the donations. She expressed concern that some funds are directed to organizations outside Tamarac and called for consistent contracts, deliverables, and reporting requirements for every charity receiving City funds. She urged the Commission to implement standardized guidelines immediately to ensure transparency and accountability for all donations.

Patty Lynn echoed prior comments supporting greater accountability for charitable donations and stated that all charities—regardless of amount—should demonstrate how City funds benefit Tamarac residents. She also expressed concern about perceived inequities in past City financial decisions and emphasized the need for fairness and transparency in the distribution of taxpayer funds.

The commission discussed whether the requirement should apply retroactively or only going forward, and whether a lower annual threshold (e.g., \$15,000–\$30,000 per year) should trigger a formal application and reporting process, with Mayor Gómez suggesting an established grant-style application process for organizations receiving significant City funds to ensure accountability while demonstrating the benefit to Tamarac residents.

Commissioner Patterson emphasized that any entity that has cumulatively received over \$250,000 should be required to provide performance metrics and a funding request in order to receive future donations.

Commissioner Wright explained that he would support applying the reporting requirement going forward rather than retroactively to 1998, noting that HCRC had already provided its metrics and that only two organizations would be affected under the current threshold. He also asked Commissioner Patterson to amend the motion to set the annual reporting threshold between \$25,000 and \$30,000.

Commissioner Patterson stated she was not interested in amending the motion, as it was clear that any organization that had already received more than \$250,000 should be

required, effective immediately and for the upcoming budget year, to provide performance metrics along with a formal funding request.

Mayor Gómez noted that grants typically involve stricter requirements and documentation. She expressed concern about transparency in the donation process, citing recent budget allocations in which organizations received funding without clearly outlining how the funds would be used.

Motion: Passed 3-2.

Voting Yes: Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson; **Voting No:** Mayor Gómez, Commissioner Wright Jr.

6.b. TR14366 - A Resolution of the City Commission of the City of Tamarac, Florida, approving a Tenant Improvement/ Interior Buildout Grant Agreement between the City of Tamarac and A Touch Of Serling LLC, for a reimbursement amount not to exceed \$48,636.07; for the interior buildout and improvement of an 1,842 square foot commercial space located at 8142 N. University Drive; providing for reimbursement of eligible expenses in accordance with grant guidelines; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Motion by Vice Mayor Bolton, seconded by Commissioner Wright, to adopt Temporary Resolution TR14366.

Kenneth Lopez, Economic Development and Redevelopment Administrator, made a presentation, which is on file in the City Clerk's Office.

Mayor Gómez asked City Attorney Ottinot to read item 6.c. into the record since Mr. Lopez was going to present on both items simultaneously and clarified that there were going to be separate motions for the items.

City Attorney Ottinot read item 6.c. title into the record.

Mr. Lopez resumed his presentation of the items, starting with an overview of the program.

Mayor Gómez opened public comment; however, there being no one to speak, Mayor Gómez closed public comment.

There was no commission discussion.

Motion: Passed 5-0.

Voting Yes: Mayor Gómez, Commissioner Wright Jr, Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson; **Voting No:** None.

6.c. TR14367 - A Resolution of the City Commission of the City of Tamarac, Florida, approving a Tenant Improvement/ Interior Buildout Grant Agreement between the City of Tamarac and Xaymaca Coffee Traders, LLC D/B/A Origins Café, attached hereto as Exhibit "1", for a reimbursement

amount not to exceed \$100,000; for the interior buildout and improvement of an 1,040 square foot commercial space located at 6805 W. Commercial Boulevard; providing for reimbursement of eligible expenses in accordance with the grant guidelines; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record after reading the title for item 6.b.

Motion by Vice Mayor Bolton, seconded by Commissioner Daniel, to adopt Temporary Resolution TR14367.

Kenneth Lopez, Economic Development and Redevelopment Administrator, made a presentation, which is on file in the City Clerk's Office.

Mayor Gómez opened public comment; however, there being no one to speak, Mayor Gómez closed public comment.

There was no commission discussion.

Motion: Passed 5-0.

Voting Yes: Mayor Gómez, Commissioner Wright Jr, Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson; **Voting No:** None.

Mayor Gómez called for a recess at 12:42 p.m.

Mayor Gómez called the meeting to order at 1:05 p.m.

7. ORDINANCE(S) - FIRST READING

7.a. TO2616 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10, Article 4, of the Land Development Code of the City of Tamarac, Florida, entitled "Development and Design Standards"; amending Section 10-4.10, entitled "Signs"; specifically amending Section 10-4.10(L), entitled "Prohibited Signs", to remove the prohibition on electronic message center signs; and amending Section 10-4.10(D), entitled "General Sign Requirements", to allow the installation of electronic message center signs for nonresidential uses located in the R-3, MU-N, MU-C, MU-G, NC, BP, I-2, PF, and RC zoning districts along designated major arterial roadways, subject to special exception approval by the city commission; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Motion by Vice Mayor Bolton, seconded by Commissioner Wright, to adopt Temporary Ordinance TO2616.

Community Development Assistant Director Maher Mansour and Community Development Director Kent Walia made a presentation, which is on file in the City Clerk's Office.

Mayor Gómez opened public comment; however, there being no one to speak, Mayor Gómez closed public comment.

Commissioner Patterson stated she is inclined **not to support** the ordinance as drafted because she believes message boards should be permitted by right, subject to administrative guardrails, rather than requiring case-by-case review. Director Walia acknowledged that permitting by right is feasible and consistent with other cities. Commissioner Patterson argued that requiring a Special Exception is unnecessary, financially burdensome, and inconsistent with a pro-business posture.

Mayor Gómez questioned whether the current ordinance language sufficiently limits content to business-related messaging. She expressed concern that permitting EMCs could put the City in complex First Amendment territory and stated that prohibiting them entirely (as some cities do) would avoid the need to regulate speech content. Director Walia pointed to language in the ordinance requiring EMCs to use business-oriented language when describing principal use operations. He stated that this was intended to restrict messaging to business-related content rather than unrelated political or ideological messaging. He acknowledged that while businesses technically could attempt to display political content, in practice, he has rarely seen businesses stray far from business-oriented messaging.

Motion: Fails 5-0.

Voting Yes: None. **Voting No:** Mayor Gómez, Commissioner Wright Jr, Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson.

7.b. TO2624 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 6, entitled "Finance and Taxation," Article V, entitled "Tamarac Procurement Code" of the Code of Ordinances to update the solicitation approval and expenditure thresholds to in excess of \$100,000 for City Commission, up to \$100,000 for the City Manager, and up to \$50,000 for the Procurement and Contracts Manager; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Motion by Vice Mayor Bolton, seconded by Commissioner Patterson, to adopt Temporary Ordinance TO2624.

Finance Director Christine Cajuste made a presentation, which is on file in the City Clerk's Office.

Mayor Gómez opened public comment; however, there being no one to speak, Mayor Gómez closed public comment.

Mayor Gómez stated she would agree to the increase in special emergency situations for Public Services and the Fire Department.

Commissioner Wright stated that based on his calculation of comparable cities' procurement thresholds—averaging approximately \$60,000—Tamarac's current \$65,000 level is appropriate and aligned regionally, and he expressed that maintaining the lower threshold ensures stronger Commission oversight and fiscal accountability in an era of heightened public scrutiny, even while acknowledging inflation, operational efficiency benefits, and expanded opportunities for minority businesses.

Vice Mayor Bolton questioned what the revised dollar thresholds actually mean in practice, sought clarification on the distinction between Commission, City Manager, and Procurement Manager authority, expressed concern about the optics of increasing spending authority from \$65,000 to \$100,000, asked why the jump was significant rather than incremental, raised concerns about potential overpayment for goods and services, and emphasized the importance of maintaining fiscal oversight and transparency.

City Manager Levent Sucuoglu explained that the ordinance simply adjusts existing threshold amounts while preserving the same legal structure—anything above the City Manager's authority still requires Commission approval—and stated the purpose of the increase is to improve operational efficiency, reduce routine agenda items, address inflation-driven cost increases since the pandemic, and expedite everyday services such as design contracts and equipment purchases without diminishing oversight.

Finance Director Christine Cajuste clarified that the last threshold update occurred in 2012, when the amount was modestly raised from approximately \$60,000 to \$65,000 under the State Category Three framework, and confirmed that the State has not updated its guidelines since then.

City Attorney Ottinot explained that the format and authority structure predate current leadership, that the proposal builds on the research and drafting previously completed by former procurement staff, and that the revised language maintains the same legal framework rather than expanding independent spending authority.

Motion: Passed 3-2.

Voting Yes: Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson; **Voting No:** Mayor Gómez, Commissioner Wright Jr.

8. ORDINANCE(S) - SECOND READING

- 8.a. TO2620 - An Ordinance of the City Commission of the City of Tamarac, Florida, adopting a Small Scale Local Land Use Plan Amendment to the City of Tamarac's Comprehensive Plan Future Land Use Map in accordance with chapter 163, specifically Section 163.3187 of the Florida State Statutes, for said lands situated, lying, and being in Broward County, Florida, and located on The Common, north of W Commercial Boulevard shown in Exhibit "A" at Canterbury Lane, and more particularly described in the legal description shown in Exhibit "B" attached hereto, to change the future land use of approximately 2.64 gross acres of land from "Medium Residential" to "recreation" to facilitate the development of the proposed East Side Community Park and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City**

of Tamarac; (Case No. 1-LUA-25) authorizing transmittal of the Small Scale Land Use Map Amendment to the Broward County Planning Council for recertification of the City of Tamarac Future Land Use Map; providing for amendment to the land use plan to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Motion by Vice Mayor Bolton, seconded by Commissioner Wright, to adopt Temporary Ordinance TO2620.

Mayor Gómez opened public comment; however, there being no one to speak, Mayor Gómez closed public comment.

There was no commission discussion.

Motion: Passed 5-0.

Voting Yes: Mayor Gómez, Commissioner Wright Jr, Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson; **Voting No:** None.

9. QUASI-JUDICIAL HEARING(S) - ORDINANCE(S) - SECOND READING

- 9.a. TO2621 - An Ordinance of the City Commission of the City of Tamarac, Florida, Amending the Official Zoning Map of the City of Tamarac referenced in Section 10-2.1(B) of Chapter 10 of the City of Tamarac Code of Ordinances for approximately 2.53 acres of land situated, lying, and being in Broward County, Florida, and legally described in Exhibit "A", from the current R-3 (Multi-Family Residential) zoning classification to the proposed RC (Recreation) zoning classification, for the subject property located on the common, north of W Commercial Boulevard shown in Exhibit "B" at Canterbury Lane to allow for the proposed East Side Community Park and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive Plan of the City of Tamarac; (Case No. 7-Z-25); providing for amendment to the official zoning map to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Motion by Vice Mayor Bolton, seconded by Commissioner Wright, to adopt Temporary Ordinance TO2621.

Mayor Gómez opened public comment; however, there being no one to speak, Mayor Gómez closed public comment.

There was no commission discussion.

Motion: Passed 5-0.

Voting Yes: Mayor Gómez, Commissioner Wright Jr, Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson; **Voting No:** None.

9.b. TO2622 - An Ordinance of the City Commission of the City of Tamarac, Florida, Amending the Official Zoning Map of the City of Tamarac referenced in Section 10-2.1(B) of Chapter 10 of the City of Tamarac Code of Ordinances for approximately 1.06 acres of land situated, lying, and being in Broward County, Florida, and legally described in Exhibit "A", from the current NC (Neighborhood Commercial) zoning classification to the proposed RC (Recreation) zoning classification, for the subject property located on the southwest corner of W Prospect Road (NW 53 Street) and W Prospect Road, shown in Exhibit "B", at 2400 NW 53 Street to allow for an overflow parking lot for the adjacent Caporella Park and provide consistency with the Land Development Code in accordance with the intent of the Comprehensive plan of the City of Tamarac; (Case No. 6-Z-25); providing for amendment to the Official Zoning Map to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Motion by Vice Mayor Bolton, seconded by Commissioner Wright, to adopt Temporary Ordinance TO2622.

Mayor Gómez opened public comment; however, there being no one to speak, Mayor Gómez closed public comment.

There was no commission discussion.

Motion: Passed 5-0.

Voting Yes: Mayor Gómez, Commissioner Wright Jr, Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson; **Voting No:** None.

10. QUASI-JUDICIAL HEARING(S)

10.a. TR14355 - A Resolution of the City Commission of the City of Tamarac, Florida, granting Site Plan approval (major) with conditions to allow for the development of the subject property, legally described in Exhibit "A", to permit the construction of an overflow parking lot for Caporella Park containing a total of sixty-nine (69) parking spaces located on the southwest corner of W Prospect Road (NW 53 Street) and W Prospect Road shown in Exhibit "B" at 2400 NW 53 Street (Case No. 3 -SP-25); providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Motion by Vice Mayor Bolton, seconded by Commissioner Wright, to adopt Temporary Ordinance TR14355.

Ex Parte Communication disclosures were made with Mayor Gómez clarifying that this item was a City item.

Mayor Gómez opened public comment; however, there being no one to speak, Mayor Gómez closed public comment.

Mayor Gomez asked whether staff had further evaluated how the parking lot would be regulated, expressing concern that without fencing or restricted hours it would not operate strictly from dawn to dusk and could create operational issues for City needs.

City Manager Levent Sucuoglu explained that after reconsideration and due to challenges such as vehicles being left overnight and interfering with park events, staff decided to revert to the original plan, which includes installing a fence and gate, and that this revised approach will be presented during the site plan review.

Motion: Passed 5-0.

Voting Yes: Mayor Gómez, Commissioner Wright Jr, Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson; **Voting No:** None.

10.b. TBO102 - Order Granting/Denying Special Exception approval for Scooter's Coffee-Tamarac, to allow for a drive-through restaurant in the MU-C (Mixed Use Corridor) zoning district, pursuant to the Tamarac Code of Ordinances at 8201 N. Pine Island Road, Tamarac, Florida.

City Attorney Ottinot read the title for the record.

Motion by Vice Mayor Bolton, seconded by Commissioner Patterson, to adopt Temporary Board Order TBO102.

Ex Parte Communication disclosures were made with no Commission contact with the applicant.

Alex Stapp with Linfield, Hunter & Junius Engineers made a presentation which is on file with the City Clerk's Office.

Mayor Gómez opened public comment; however, there being no one to speak, Mayor Gómez closed public comment.

Commissioner Patterson, while generally supportive of economic development, requested more time to review the proposal and meet with the applicants. She noted that she had received calls from residents with questions she couldn't answer and wanted to better understand the project's impact on her district. She motioned to table the item for a time certain. The item will come back for discussion on February 25. Mayor Gómez seconded the motion.

Motion to table the item until February 25: Passed 5-0.

Voting Yes: Mayor Gómez, Commissioner Wright Jr, Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson; **Voting No:** None.

11. PUBLIC HEARING(S)

No public hearings were scheduled.

12. OTHER

12.a. Public Art Projects Discussion and Consensus

***Presented by Maher Mansour, Community Development Assistant
Director & George Gadson, Gadson & Ravitz***

This item was tabled until February 11, 2026, due to the length of the presentation (52 slides) and the late hour.

Motion to table the item until February 11: Mayor Gómez moved to table the Public Art Projects Discussion until the February 11, 2026, meeting, seconded by Commissioner Daniel.

Motion passed unanimously.

Voting Yes: Mayor Gómez, Commissioner Wright Jr, Vice Mayor Bolton, Commissioner Daniel, Commissioner Patterson; **Voting No:** None.

13. ADJOURNMENT

There being nothing further to discuss, Mayor Gómez adjourned the meeting at 2:30 PM.

Minutes transcribed and submitted by Assistant City Clerk Monica Barros.

Monica Barros, Assistant City Clerk

Michelle J. Gómez, Mayor

Note: The above signature belongs to the Assistant City Clerk of the City of Tamarac, Florida. If the minutes you have received have not been signed or completed as indicated above, they are not the official minutes of the Regular City Commission Meeting held on Wednesday, January 29, 2026.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service by dialing 7-1-1.

DRAFT

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PUBLIC PARTICIPATION SIGN-UP SHEET

REGULAR CITY COMMISSION MEETING

Date: JANUARY 29, 2026

PLEASE PRINT FULL NAME * ADDRESS * PHONE NO.

PRINT NAME	ADDRESS	PHONE	ITEM#
Elene Michelson	4809 Woodlands Blvd	954-593-3000	3
Mark Gossom	NS		Public 5a
Ruthi Lynn	Mainlands @		public, 5a 6a
Kate Johnson	MY		public, 5a, 6a
Adam Anderson	YDTB Lakes		
Wendi (Abar?)	'' -		

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Minutes

AGENDA SECTION: **CONSENT AGENDA**

TITLE: Approval of the February 11, 2026, Regular Commission Meeting Minutes.

ATTACHMENTS:

[021126 COT-CC Regular Meeting Draft Minutes.pdf](#)



**CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING**

**Commission Chambers
Wednesday, February 11, 2026
7:00 PM
Draft Minutes**

CALL TO ORDER:

Mayor Michelle J. Gomez called the Wednesday, February 11, 2026, City Commission meeting, being held in Commission Chambers, to order at 7:00 PM.

ROLL CALL:

Present were Mayor Michelle J. Gomez, Vice Mayor Marlon D. Bolton, Commissioner Kicia Daniel, Commissioner Morey Wright Jr. and Commissioner Krystal Patterson.

Also present were City Manager Levent Sucuoglu, Deputy City Manager Maxine Calloway, City Attorney Hans Ottinot, and City Clerk Kimberly Dillon.

PLEDGE OF ALLEGIANCE:

Commissioner Patterson led the Pledge of Allegiance and moment of silence.

1. CITY ATTORNEY REPORT

The City Attorney's report was heard after Item 2E.

2. CITY MANAGER REPORT

**2.a. Black History Month Proclamation
*Requested by City Commission***

Honorees:

District 1 - VM Bolton - Kaysia M. Earley, Esq., Criminal Defense Attorney and Owner, Earley Law Firm, PLLC

District 2 - Commissioner Wright - Dr. Audley Rollen, Reggae Icon and Pastor

District 3 - Commissioner Patterson - Cheryl Holtz, President of the African American Cultural and Social Club

District 4 - Commissioner Dr. Daniel - Jerry Pinchinat, Chief Warrant Officer, U.S. Navy (Ret.)

City-at-Large - Mayor Gomez - Jimmy Locust, Founder/President of The Locust Foundation, Inc. and former Owner of Locust Dance Academy

Vice Mayor Bolton presented a proclamation honoring Kaysia M. Earley, Esq., Criminal Defense Attorney and Owner of Earley Law Firm, PLLC, recognizing her legal accomplishments, community advocacy, and professional leadership.

Commissioner Wright Jr. presented a proclamation honoring Dr. Audley Rollen, Reggae icon and Pastor, recognizing his contributions to music, ministry, and cultural influence.

Commissioner Patterson presented a proclamation honoring Cheryl Holtz, President of the African American Cultural and Social Club, recognizing her leadership in cultural education, community programming, and Juneteenth initiatives.

Commissioner Daniel presented a proclamation honoring Jerry Pinchinat, Chief Warrant Officer, U.S. Navy (Ret.), recognizing his distinguished military and public service career.

Mayor Gomez showed a video and presented a proclamation honoring Jimmy Locust, Founder and President of The Locust Foundation, Inc., and former owner of Locust Dance Academy, recognizing his impact on youth mentorship and the arts.

2.b Lunar New Year Proclamation
Requested by Mayor Michelle J. Gomez

Mayor Gomez submitted the proclamation into the record.

2.c American Heart Month Proclamation
Requested by Mayor Michelle J. Gomez

Mayor Gomez submitted the proclamation into the record.

2.d Proclamation recognizing BSO Deputy, Juliana Tenaglia
Requested by BSO Captain David Franks, and Co-Sponsored by Commissioner Patterson

Commissioner Patterson presented a proclamation recognizing Deputy Juliana Tenaglia for heroic actions in rescuing a motorist from a submerged vehicle on January 12, 2026. February 11, 2026 was proclaimed Deputy Juliana Tenaglia Day in the City of Tamarac.

2.e BSO Monthly Update

Captain David Franks reported that property crimes increased slightly in January; however, violent crimes decreased 24% compared to the previous month. Captain Franks stated that targeted patrol operations and the Crime Suppression Team continue to address identified hot spots throughout the City. He further reported that 1,510 traffic citations were issued in January, reflecting increased enforcement efforts by the newly established traffic unit. Calls for service decreased approximately 15% during the month.

Captain Franks announced the promotion of Major De Giovanni to Lieutenant Colonel and introduced Major Thomas Palmer as Tamarac's new Regional Major. He also introduced new deputies Tyrus Gadsen and Tyrone Brown, currently in field training, and Deputies Brandon Owens and Latoya Isaac, assigned to the Community Deployment Team, which will focus on community engagement and quality-of-life initiatives.

Mayor Gomez welcomed the new personnel and thanked BSO for their continued service.

Mayor Gomez referenced Sections 2-405 and 2-408 of the City's Code of Conduct and stated that she had received emails regarding an alleged February 7, 2026 incident at the Tamarac Sports Complex. Mayor Gomez asked City Attorney Ottinot to clarify the procedure for initiating an independent investigation involving a member of the Commission.

City Attorney Hans Ottinot advised that the City Commission has authority to regulate its own conduct and that, because the item was not on the agenda, a vote would be required to place the matter on a future agenda for discussion of a potential independent investigation.

Moved by Mayor Gomez.; seconded by Commissioner Wright Jr. to place on the next meeting agenda an item to determine whether an independent investigation should be initiated regarding the alleged February 7 incident.

Motion Failed: 3-2.

Voting For: Daniel, Mayor Gomez and Vice Mayor Bolton. Voting Against: Commissioner Wright Jr., Commissioner Patterson, and Commissioner Daniel.

Moved by Vice Mayor Bolton for investigation about a prior alleged incident regarding Mayor Gomez at Mainlands Park.

Mayor Gomez stated that the matter had previously been investigated by outside counsel through the Office of Inspector General.

The motion died due to lack of second.

2.f Investment Report – December 2025

There was no Investment Report shared.

City Manager Levent Sucuoglu encouraged residents to participate in the City's strategic planning survey to help shape Tamarac's future vision as part of the upcoming budget and long-term planning process. He emphasized the importance of community input to ensure alignment with resident priorities.

City Manager Sucuoglu announced upcoming City events, including the Senior Safety Summit, and noted that event details are available on the City's website and calendar. He recognized the contributions of Parks and Recreation staff, Public Services ground crews, Information Technology staff, and the Public Information Office for their work supporting City events. He announced that City Hall will be closed on Monday, February 16, 2026, in observance of Presidents Day, and that the next Regular City Commission Meeting will be held on February 25, 2026, at 9:30 AM

3. PUBLIC PARTICIPATION

Mayor Gomez briefly reviewed the rules for public participation were posted and opened the floor to comments from the public.

- 1) Madeline Noel, Broward County, addressed the Commission regarding alleged conduct by Vice Mayor Marlon Bolton during the February 7 One Tamarac Festival. Ms. Noel identified herself as a community leader and advocate and stated that, based on eyewitness accounts, the Vice Mayor verbally confronted the City-contracted hostess, Ludi Santil, during the event. Ms. Noel characterized the incident as inappropriate and called for accountability, including a public apology, an independent investigation pursuant to the Code of Conduct, and reaffirmation of zero tolerance for intimidation by elected officials.
- 2) Carol Mendelson, Woodmont, addressed the Commission regarding potential fiscal impacts associated with possible legislative changes affecting homestead tax exemptions. She referenced information from the Broward Property Appraiser indicating Tamarac could face an estimated \$19.5 million revenue impact. Ms. Mendelson urged proactive financial planning, disciplined spending, protection of essential services, and professional conduct by elected officials.
- 3) Kate Johnson, Mainlands 4, addressed the Commission regarding statements made during the January 29 meeting. She read into the record an email alleging she was referred to as "KKK Kate" by Commissioner Daniel and characterized the statement as slanderous and defamatory. Ms. Johnson requested a public apology and adherence to anti-bullying standards.
- 4) Djenane Gouogue, Mainlands 6, addressed the Commission in support of Ludi Santil and referenced witnessing discussion following the February 7 event. She asked what formal procedures exist for contractors or employees alleging bullying by elected officials and requested accountability and transparency.

- 5) Jay Jean-Louis, Miramar, addressed the Commission regarding the February 7 incident and urged the Commission to place the matter on a future agenda for investigation. Mr. Jean-Louis emphasized the importance of public trust and transparency.
- 6) Christian Leyva, Miami Lakes, addressed the Commission regarding federal matters related to the Epstein investigation and requested the City publicly condemn child exploitation and support further investigation.
- 7) Mancito Telford, Broward County, addressed the Commission regarding procedures for reviewing alleged ethical misconduct by Vice Mayor Bolton. Mr. Telford referenced Chapter 2, Article II of the Tamarac Code and Chapter 112, Florida Statutes, and requested clarification on whether the formal process had been initiated.
- 8) Damian Rodriguez, Miami-Dade County, addressed the Commission urging support for a full investigation into the Epstein files and broader accountability at the federal level.
- 9) Mark Goggin, Tamarac Lakes East, addressed the Commission regarding meeting decorum, responsiveness to prior legal questions concerning HOA approvals and building permits, and concerns about irrigation practices during drought conditions. Mr. Goggin requested improved water management and timely follow-up on prior Commission inquiries.
- 10) Didier Ortiz, Plantation, addressed the Commission urging support for a federal investigation related to the Epstein files and emphasized accountability and justice.
- 11) Matt Rod, Hialeah, addressed the Commission regarding traffic enforcement and safety concerns. Mr. Rodd commended BSO enforcement efforts and requested signage improvements at a plaza near the fire station to prevent vehicles from entering an exit-only driveway. Mr. Rodd also raised concerns regarding increased aircraft noise over residential areas. City Manager Sucuoglu acknowledged the signage concern and stated staff would review the matter.
- 12) Maya Garcia, Hialeah, addressed the Commission urging adoption of a resolution supporting full federal investigation and transparency related to the Epstein files.
- 13) Ludi Santil, Broward County, addressed the Commission regarding the February 7 event. Ms. St. Hill stated she was not intimidated and expressed forgiveness while calling for respectful treatment. Ms. St. Hill thanked supporters and the City for the opportunity to serve as event hostess.

- 14) Andrew Bossert, Westwood 3, addressed the Commission regarding traffic safety improvements and aircraft noise. Mr. Bossert commended BSO traffic enforcement efforts and reiterated concerns regarding signage at the plaza near the fire station.
- 15) Stewart Webster, Versailles Gardens, addressed the Commission regarding decorum during the meeting and the February 7 event. Mr. Webster requested access to publicly funded event recordings and was directed to coordinate with the City Clerk for a public records request.

4. COMMISSION REPORTS:

Vice Mayor Bolton congratulated the Black History Month honorees and recognized City Attorney Ottinot as the City's first Haitian American City Attorney. Vice Mayor Bolton acknowledged Commissioners of Haitian heritage and celebrated cultural representation within the City. Through video, he highlighted the success of the One Tamarac Multicultural Festival, including the presentation of a Key to the City to performer Kevin Lyttle, and encouraged residents to follow City updates and community engagement initiatives.

Commissioner Wright Jr. congratulated the Black History Month honorees and described the One Tamarac Festival as a successful community event. Commissioner Wright Jr. clarified for the record that he did not witness the alleged February 7 incident referenced during public participation. Commissioner Wright Jr. emphasized unity, community cohesion, and moving beyond division, and encouraged residents to contact his office with questions.

Commissioner Patterson shared remarks on behalf of Dr. Darcy Schiller recognizing Tamarac Fire Rescue for lifesaving response on multiple occasions. Commissioner Patterson thanked Fire Rescue personnel for their professionalism and service. Commissioner Patterson announced the next Community Bike Ride scheduled for February 21 at 8:00 a.m. at the Tamarac Sports Complex and encouraged resident participation. Commissioner Patterson also directed residents with federal-level concerns to contact national representatives through her office.

Commissioner Daniel congratulated Black History Month honorees and recognized new BSO personnel. She announced upcoming Chew & Chat community engagement events, fitness programming, the annual Women's Gala Sneakers Ball, the Youth Symposium, and the Senior Expo, all to be held at the Tamarac Community Center. Commissioner Daniel encouraged resident participation in community workshops and engagement activities.

Mayor Gomez recognized Black History Month programming, the Liberty Tree dedication ceremony, Tamarac Fire Rescue awards and promotions, and the One Tamarac Festival. She thanked Parks and Recreation, Public Services, BSO, and Fire Rescue for their coordination efforts. Mayor Gomez announced the monthly 5K Club, Move with the Mayor fitness programming, the Taste of Tamarac event, and the upcoming Pet Expo featuring adoption services, vaccinations, microchipping, CPR training, and vendor participation.

5. CONSENT AGENDA

5.a Approval of January 14, 2026, Regular Commission Meeting Minutes.

Moved by Mayor Gomez; seconded by Commissioner Wright Jr. to approve the Consent Agenda.

Motion Approved: 5-0.

Voting For: Mayor Gomez, Vice Mayor Bolton, Commissioner Wright Jr., Commissioner Patterson, and Commissioner Daniel. Voting Against: None.

6. REGULAR AGENDA

6.a TR14364 - A Resolution of the City Commission of the City of Tamarac, Florida, Approving the City of Tamarac 2026 Federal Legislative Agenda; directing the City Clerk to transmit a copy of the City of Tamarac 2026 Federal Legislative Agenda to the National League of Cities, the U.S. Senators from Florida, the Florida Congressional Delegation, the Broward County Board of County Commissioners, and other appropriate entities; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Vice Mayor Bolton; seconded by Commissioner Wright Jr. to adopt Resolution TR14364.

Perry Adair, Esquire, Becker & Poliakoff, City Lobbyist, presented the proposed 2026 Tamarac Federal Legislative Agenda.

Mr. Adair outlined key priorities including infrastructure and economic development; affordable housing; public safety and emergency response; disaster preparedness and FEMA programs; National Flood Insurance Program matters; parks and open spaces; behavioral health programs; and pursuit of a unified Tamarac zip code to improve economic data clarity. Mr. Adair also provided a brief overview of federal appropriations timelines, transportation reauthorization, and ongoing FEMA restructuring discussions.

Vice Mayor Bolton left the dais at 9:08 PM and returned at 9:10 PM.

City Manager Sucuoglu requested inclusion of advocacy for construction of a new water treatment plant and related PFAS-compliant filtration infrastructure.

Mr. Adair acknowledged prior federal earmark efforts and confirmed additional funding opportunities would be pursued.

Mayor Gomez opened public comment. No one came forth to speak. Mayor Gomez closed public comment.

Motion Approved: 5-0.

Voting For: Commissioner Patterson, Commissioner Wright Jr., Mayor Gomez, Commissioner Daniel, and Vice Mayor Bolton. Voting Against: None.

- 6.b TR14373 - A Resolution of the City Commission of the City of Tamarac, Florida, Rescinding Resolution No. R-2026 -010; and Approving and Authorizing the deviation from Section 2 -76 of the City of Tamarac Code of Ordinances, entitled "Lien Reduction and Abatement Procedures," specifically Section 2-76(4)(e), to review for consideration relief to reduce the lien accrual amounts on the property located at 3100–3224 West Commercial Boulevard and 3102 NW 50 Street, owned by YDB Three Lakes; providing for conflicts; providing for severability; and providing an effective date.**

City Attorney Ottinot read the title into the record.

Moved by Vice Mayor Bolton; seconded by Commissioner Patterson to adopt Resolution TR14373.

Mayor Gomez opened public comment.

- 1) Mark Goggin, Tamarac Lakes South, addressed the Commission regarding recent upgrades at the Plaza property. Mr. Goggin stated improvements completed over the past several weeks were noticeable and would enhance the appearance of the plaza and support local businesses, including the New China Restaurant.
- 2) Kate Johnson, Mainlands 4, addressed the Commission regarding the \$100,000 funding item. She questioned the Commission's prior actions related to the item and alleged political motivations and improper financial arrangements. Ms. Johnson expressed concern regarding the City's business climate and economic development efforts.

Mayor Gomez closed public comment.

Mayor Gomez questioned the procedural use of a rescission rather than reconsideration and asked how the item was placed on the agenda. She opposed the negotiated settlement, expressed concern regarding allocation of additional funds to Commission initiative accounts and City-sponsored events, and stated support should have remained with the original terms. Mayor Gomez stated she would not support the item.

Commissioner Patterson stated staff negotiated terms beneficial to the City and described community benefit agreements as common governmental practice. She noted initiative funds were used to assist residents and expressed support for the item.

Vice Mayor Bolton questioned Adam Anderson of Three Lakes Plaza, who stated he did not feel extorted, bribed, or subject to personal vendettas and agreed voluntarily to the negotiated terms.

Assistant Building Official Deco Alexander confirmed staff previously calculated a settlement amount of approximately \$283,000.

City Manager Sucuoglu stated the revised \$100,000 figure was intended to secure compliance and plaza improvements.

Vice Mayor Bolton expressed support for the item and noted observed improvements at the plaza.

Commissioner Patterson reiterated support for negotiated community benefit terms.

Motion Approved: 3-2.

Voting For: Commissioner Daniel, Commissioner Patterson, and Vice Mayor Bolton. Against: Commissioner Wright Jr. and Mayor Gomez.

Following Item 8.a Vice Mayor Bolton requested to revisit Item 6.b.

Moved by Vice Mayor Bolton; seconded by Commissioner Daniel to reconsider Item 6.b.

Motion Approved: 3-2.

Voting For: Commissioner Daniel, Commissioner Patterson, and Vice Mayor Bolton. Against: Commissioner Wright Jr. and Mayor Gomez.

City Attorney Ottinot read the title into the record again.

Moved by Vice Mayor Bolton; seconded by Commissioner Patterson to adopt Resolution TR14373.

Mayor Gomez opened public comment. No one came forth to speak. Mayor Gomez closed public comment.

Vice Mayor Bolton referenced prior votes and stated concerns regarding consistency between voting positions and subsequent use of allocated benefits.

Moved by Vice Mayor Bolton; seconded by Commissioner Patterson to amend the item so the \$10,000 designated for District 2 would instead be directed to the City's Social Services Department.

Commissioner Wright Jr. requested clarification from City Manager Sucuoglu regarding whether certain HR benefits could be declined and stated support for redirecting the \$10,000 if it benefited residents.

Commissioner Daniel recalled HR advised benefits could not be declined and stated Commissioner Wright had voted no on items that later passed but still used the benefits. She also questioned the use of Woodlands funds after prior statements they would remain in that community.

Vice Mayor Bolton clarified that the \$10,000 previously allocated to District 2 would be redirected to the City's Social Services Department to assist residents in need.

Motion Approved: 3-2.

Voting For: Commissioner Daniel, Commissioner Patterson, and Vice Mayor Bolton. Against: Commissioner Wright Jr. and Mayor Gomez.

7. ORDINANCE(S) - FIRST READING

None.

8. ORDINANCE(S) - SECOND READING

- 8.a TO2624 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 6, entitled "Finance and Taxation," Article V, entitled "Tamarac Procurement Code" of the Code of Ordinances to update the solicitation approval and expenditure thresholds to in excess of \$100,000 for City Commission, up to \$100,000 for the City Manager, and up to \$50,000 for the Procurement and Contracts Manager; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.**

City Attorney Ottinot read the title for the record.

Mayor Gomez opened public comment.

- 1) Kate Johnson, Mainlands 4, addressed the Commission regarding the proposed increase to the City Manager's spending authority. Ms. Johnson referenced comparisons to other municipalities and stated many cities maintain lower approval thresholds. Ms. Johnson expressed concern regarding fiscal responsibility, reserves, and major capital needs, and urged the Commission to retain oversight of large expenditures.

Mayor Gomez closed public comment.

Vice Mayor Bolton expressed concern about fiscal accountability and the increase from \$65,000 to \$100,000 but noted other cities, including Margate, adopted similar thresholds.

City Manager Sucuoglu stated the proposed increase from \$65,000 to \$100,000 was intended to address rising costs for equipment and services while maintaining accountability through the budget process.

Mayor Gomez reiterated support for increasing the threshold for essential services such as Fire Rescue and Public Services but expressed opposition to applying the increase to all other expenditures.

Motion Approved: 3-2.

Voting For: Commissioner Daniel, Commissioner Patterson, and Vice Mayor Bolton. Voting Against: Mayor Gomez and Commissioner Wright Jr.

Following Item 8.a Vice Mayor Bolton requested to revisit Item 6.b.

9. PUBLIC HEARING(S)

There were none.

10. QUASI-JUDICIAL HEARING(S)

There were none.

11. OTHER

There were none.

13. ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 10:10 PM.

Minutes transcribed by Tasha Baclawski, Prototype, Inc. and submitted by Kimberly Dillon, City Clerk.

Kimberly Dillon, City Clerk

Michelle J. Gomez, Mayor

Note to the reader: The above signature is the City Clerk, of the City of Tamarac, Florida. If the minutes you have received are not signed, or completed as indicated above, they are not the official minutes of the Regular City Commission Meeting held Wednesday, February 11, 2026.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service by dialing 7-1-1.

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Minutes

AGENDA SECTION: **CONSENT AGENDA**

TITLE: Approval of the February 23, 2026, Commission Workshop Minutes.

ATTACHMENTS:

[022326 COT-CC Workshop Draft Minutes.pdf](#)



CITY OF TAMARAC CITY COMMISSION WORKSHOP

**Conference Room 105
Monday, February 23, 2026
10:00 AM**

Quarterly Financial Update
Draft Minutes

CALL TO ORDER:

Mayor Michelle J. Gomez called the Monday, February 23, 2026 City Commission workshop, being held in Conference Room 105, to order at 10:01 AM.

ROLL CALL:

Present were Mayor Michelle J. Gomez, Vice Mayor Marlon D. Bolton, Commissioner Morey Wright Jr., Commissioner Krystal Patterson and Commissioner Kicia Daniel.

Also present were City Manager Levent Sucuoglu, City Attorney Hans Ottinot, and City Clerk Kimberly Dillon.

PLEDGE OF ALLEGIANCE:

Mayor Gomez led the Pledge of Allegiance.

1. Agenda

1.a Investment Policy Enhancements

Scott Stitcher and Lili Arnsdorff, Chandler Asset Management

Mr. Scott Stitcher, Chandler Asset Management, presented recommended enhancements to the City's Investment Policy. He explained the review was driven by Florida State Statutes, including updates to Section 218.415, as well as best practices from the Association of Public Treasurers of the United States and Canada and the Government Finance Officers Association. He recommended adding a glossary of investment terms and a questionnaire requirement when evaluating money market funds or local government investment pools. He also noted the option of submitting the policy for external certification.

Mr. Stitcher stated the enhancements were intended to improve clarity, incorporate recent legislation, strengthen risk management, and provide flexibility to potentially enhance returns, while maintaining existing safeguards. Proposed changes included adding supernationals and collateralized mortgage obligations (CMOs), increasing maximum maturity from five years to five and one-quarter years, shifting from “purchase date” to “settlement date,” incorporating weighted average life language, adjusting municipal rating requirements from double-A to single-A, placing a 20% cap on callable agencies, revising issuer concentration limits, reducing commercial paper issuer limits, and adding a plus-or-minus 10% duration band to manage interest rate risk.

Commissioner Daniel asked whether the changes would increase returns or primarily improve safety. Mr. Stitcher responded that safety and liquidity remain paramount, consistent with state statute, and that the goal is principal preservation first, with the potential for improved yield.

Commissioner Wright Jr. requested clarification on supernationals and CMOs. Mr. Stitcher explained supernationals are multinational institutions such as the World Bank and that only triple-A rated, U.S. dollar-denominated issuers would be permitted. He stated the CMOs proposed are government-backed securities and would not increase portfolio risk. He added that expanding municipal eligibility to single-A reflects rating agency methodology changes and broadens opportunity without materially increasing credit risk.

Mayor Gomez spoke about callable caps, maturity adjustments, and reduced commercial paper issuer limits. She requested clarification on purchase date versus settlement date and suggested adding the term to the glossary for consistency.

Commissioner Patterson asked whether the policy change addressed a specific problem. Mr. Stitcher stated the policy was already well written and no issue was being corrected; rather, the update aligns with legislation, incorporates best practices, and provides flexibility to increase yield. Financial Services Director Christine Cajuste added the primary objectives of safety, liquidity, and principal preservation remain unchanged.

Commissioner Patterson asked who makes investment decisions. Financial Services Director Cajuste confirmed daily management is delegated to the Financial Services Director, with oversight residing with the City Manager under the Charter. Mr. Stitcher explained Chandler Asset Management advises on longer-term allocations in coordination with staff.

Discussion followed regarding policy language referencing “City Manager or designee” for consistency. City Attorney Ottinot confirmed oversight authority rests with the City Manager, with delegation permitted.

Mr. Stitcher concluded that the enhancements provide flexibility for future opportunities and do not require immediate portfolio changes.

1.b Quarterly Investment Update

Scott Stitcher and Lili Arnsdorff, Chandler Asset Management

Mr. Scott Stitcher, Chandler Asset Management, provided an overview of economic conditions, focusing on employment, inflation, GDP, and Federal Reserve policy. January job growth exceeded expectations at 130,000, with unemployment at 4.3% nationally. He noted revisions showed softening in monthly job gains. Florida's unemployment rate was 4.3%, with Broward County at 4.2%.

Mr. Stitcher reported inflation cooled modestly, with CPI at 2.4% and core CPI at 2.5%. PCE measured 2.9% nationally. Local inflation for the Miami-Fort Lauderdale-West Palm Beach region was approximately 2.6%. He also noted housing values declined year-over-year, including an approximate 8.2% decrease in Tamarac.

Fourth quarter GDP was 1.4%, below expectations, partially due to the federal government shutdown. Full-year 2025 growth was 2.2%. Mr. Stitcher stated the Federal Reserve previously cut rates by 325 basis points and was currently paused, with the federal funds rate between 3.5% and 3.75%. He anticipated one additional rate cut within six months.

Mayor Gomez paused the presentation to confirm consensus on clarification language within the Investment Policy regarding downgraded securities and the definition of "City." Commissioners expressed preference to maintain the existing structure, leaving determinations with the City Manager in consultation with advisors. Consensus supported adding glossary definitions for clarification.

Mr. Stitcher confirmed the portfolio remained in compliance with policy and was positioned to benefit from anticipated lower interest rates. He reported the portfolio had locked in favorable yields, modestly outperformed its benchmark for the quarter and year, and achieved returns above 5% over the past year, while cautioning similar performance may be harder to sustain if rates continued to decline.

Commissioner Wright Jr. asked about geopolitical risks. Mr. Stitcher explained such events typically drive investors toward U.S. Treasuries, which can benefit portfolio values.

Commissioner Wright Jr. also inquired about corporate bond selections and management fees. Mr. Stitcher stated investments are reviewed by Chandler's credit committee and that fees are six basis points, asset-based, and not performance-based.

Mayor Gomez asked about the purpose of the invested funds. Financial Services Director Christine Cajuste explained the portfolio is part of the City's pooled cash strategy, generating interest revenue for operations. City Manager Sucuoglu stated principal preservation remains the priority while interest supplements the budget. Financial Services Director Cajuste reported investment income of approximately \$8.8 million in 2024 and \$9 million preliminarily in 2025.

Mr. Stitcher concluded by noting Chandler manages approximately \$46 billion in assets, primarily for municipal clients, and emphasized the firm's focus on safety and prudent management.

1.c Quarterly Financial Update

Presented by Financial Services Director, Christine Cajuste

Financial Services Director Christine Cajuste presented the First Quarter Financial Update for October through December 2025. She reported the City had collected approximately 41% of total budgeted revenues year-to-date, including 66% within the General Fund. General Fund expenditures were at approximately 24%, consistent with quarterly targets.

Financial Services Director Christine Cajuste explained operating fund performance, noting most funds were tracking within expected ranges. Property tax revenues were ahead of target due to November and December collections. Variances in certain departments reflected timing differences and purchase orders already issued and encumbered. Fire Rescue revenues were elevated due to assessment collections, while Utilities expenditures reflected project-related purchase orders. Risk Management expenditures fluctuated due to claims activity.

It was advised budget amendments would be forthcoming to reflect previously approved items. She reported preliminary Fiscal Year 2025 year-end figures showed an unrestricted General Fund balance of approximately \$34.8 million, reflecting a decrease of \$6.3 million. After maintaining required reserves of 16.6%, approximately \$15.7 million was available for consideration toward Fiscal Year 2027 capital planning.

City Manager Sucuoglu clarified that capital improvement funds previously appropriated for Fiscal Year 2026 were separate and not included in the available balance presented. Financial Services Director Christine Cajuste confirmed the figures reflect current available fund balance for future capital prioritization discussions.

1.d Diversity, Equity & Inclusion Advisory Board Name Change ***Discussion Presented by Judy Hunter, DEI Board Chair***

Parks and Recreation Director Melissa Petrone introduced the item and explained that the Diversity, Equity and Inclusion (DEI) Advisory Board was created in 2021. She stated that in light of recent federal and state actions concerning DEI programs, the Board proactively explored rebranding and renaming the Board. DEI Advisory Board Chair Judy Hunter presented the Board's recommendation and requested City Commission feedback.

DEI Advisory Board Chair Judy Hunter explained that after several months of discussion, the Board voted to propose renaming the Diversity, Equity and Inclusion Advisory Board to the Culture, Accessibility, Engagement and Representation Advisory Board (C.A.E.R.) She outlined the rationale for the change, stating the proposed name reflects a broader mission emphasizing culture, accessibility, engagement, and representation while maintaining the Board's commitment to inclusion and community participation. She noted the acronym was selected for its positive and memorable meaning.

Mayor Gomez appreciated the proactive response by the Board and supported the recommendation.

Commissioner Daniel expressed appreciation for the Board's work but raised concern regarding the acronym spelling and suggested using the traditional spelling of "CARE."

Vice Mayor Bolton voiced concern that a name change alone may not address potential legal or political risks, noting that if the Board's activities and mission remained the same, it could still draw scrutiny. He emphasized caution in light of evolving state and federal policy discussions.

DEI Advisory Board Chair Judy Hunter responded that the Board had consulted with staff and legal counsel prior to bringing forward the proposal and reiterated that the intent was to align language while continuing to foster inclusion across the community.

Commissioners engaged in further discussion regarding the Board's accomplishments, original intent, and overall effectiveness. Several Commissioners questioned whether the Board had established measurable goals or produced tangible outcomes over the past year, and whether its responsibilities could be incorporated into existing City operations, particularly within the Parks and Recreation Department. Discussion also included consideration of staff time associated with supporting the Board and whether maintaining the Board was necessary given current political and legislative uncertainty.

City Attorney Hans Ottinot advised that existing state laws related to DEI primarily apply to state agencies and do not currently govern municipalities; however, he noted that proposed legislation addressing DEI programs at the local government level was pending in Tallahassee, and the City Commission should remain mindful of potential future changes.

Vice Mayor Bolton recommended to pause the Board.

Following discussion, a majority of the City Commission expressed support for sunsetting the Board.

Consensus was reached to direct City Attorney to prepare a resolution to sunset the Diversity, Equity and Inclusion Advisory Board, with no immediate name change adopted.

The City Commission recessed for lunch at 12:19 PM.

The City Commission reconvened at 1:00 PM.

1.e Public Art Projects Discussion and Consensus

***Presented by Community Development Assistant Director, Maher Mansour,
& George Gadson, Gadson & Ravitz***

Community Development Assistant Director Maher Mansour introduced the item and outlined four public art components for Commission review: (1) Inspiration Way sculpture replacements, (2) Tamarac Community Center lighting installation, (3) Sports Complex artistic benches, and (4) the proposed "LOVE" mural project.

Mr. George Gadson, Gadson & Ravitz, reported that the current Inspiration Way sculptures were scheduled for removal in February and that 42 artist submissions were received for the upcoming exhibition cycle. He explained that selected artists would receive a \$2,500 stipend and that up to \$60,000 was available should the Commission wish to purchase any pieces

for the City's permanent collection. He noted that the City has previously negotiated purchase prices and has acquired pieces for placement at other parks and facilities.

Commissioners reviewed each proposed sculpture, discussing size, materials, color, visibility from the roadway, and overall impact. Questions were raised regarding height and scale to ensure pieces would be visible to drivers traveling along Nob Hill Road.

Commissioner Wright Jr. requested clarification on dimensions for several submissions, and Mr. Gadson confirmed pad sizes could accommodate the proposed works.

Commissioners expressed preferences and concerns regarding specific pieces, including visibility, duplication of themes (butterflies), maintenance considerations, and whether certain works appeared too small for the location. Discussion also addressed the potential to purchase pieces for placement in other districts following the exhibition period.

No consensus was reached so Mayor Gomez asked to move on to the next discussion topic.

Mr. Gadson then reported that a call to artists for the Tamarac Community Center entrance lighting project generated 32 submissions, with three finalists shortlisted. Each finalist received a \$1,500 stipend to develop conceptual proposals. The Public Art Committee recommended the LED lighting concept proposed by artist Emily Nicolosi due to its visibility from Commercial Boulevard and its alignment with the City's branding elements.

Commissioners discussed the proposed programmable LED lighting feature, including concerns regarding brightness, motion, sound elements, sensory sensitivity, potential neighborhood impact, and consistency with City code restrictions on flashing lights.

Additional discussion addressed the relationship between the lighting installation and the proposed mural on the building façade. Several Commissioners expressed concern that combining multiple highly visible art elements at the same location could overwhelm the building's architecture.

Commissioner Patterson stated that different murals could successfully coexist and expressed support for both concepts. She cautioned against overcrowding the site with too many elements, suggested reserving the LED concept for a future location such as the Eastside Community Center, and encouraged exploring small Art Basel-style activations to expand the City's public art program.

Consideration was given to relocating either the lighting installation or the mural to alternative walls or facilities. Mr. Gadson confirmed the installation would be programmable and could remain static or be adjusted for special events.

Mayor Gomez asked to move on to the next discussion item since consensus was not reached.

Mr. Gadson stated that 69 submissions were received for the Sports Complex artistic bench project, with three artists shortlisted. The project budget is \$50,000 for the creation of seven themed benches reflecting activities at the Sports Complex.

Commissioners reviewed designs from Angie Black and Josh Carroll, Ken Tsunami, and Greg Mueller.

Discussion focused on creativity, durability, maintenance, heat absorption, safety concerns, and compliance with standard bench height requirements. Concerns were raised regarding potential trip hazards, metal heat retention, and whether certain designs could inadvertently encourage prolonged use.

City Commission consensus to proceed with Greg Mueller's sports-themed bench designs, citing their creativity and connection to the park's identity. Commissioners requested that staff work with the artist to address safety, materials, and maintenance considerations, including potential modifications to height and protruding elements.

Mayor Gomez noted if funding permits, there was consensus to proceed with two of Ken Tsunami's enclosed design concepts.

The City Commission revisited the discussion about the Tamarac Community Center entrance lighting project and proposed "LOVE" mural. Commissioners expressed differing opinions regarding placement, color palette, and compatibility with existing and proposed art elements at the Community Center.

Discussion included possible placement on the Community Center, Tamarac Village, or other City-owned properties. Commissioners emphasized the importance of visibility, selfie opportunities, and ensuring the design reflected Tamarac's branding colors. Concerns were also raised about visual congestion if installed alongside additional lighting or mural elements.

No final placement decision was made. Staff was directed to identify alternative location options and return to the City Commission promptly due to timeline considerations associated with the grant partnership.

The City Commission then continued the Inspiration Way sculptures discussion.

Following deliberation, the City Commission reached consensus on twelve sculptures for placement along Inspiration Way. The sculptures selected by slide number and title are as follows: Slide 3 – Twin Souls; Slide 4 – Sunrise; Slide 5 – Learning to Fly; Slide 6 – Fluttering Rainbow; Slide 7 – The Chase; Slide 8 – The Wave; Slide 9 – Tenderness; Slide 11 – She Who Flies Above the Trees; Slide 12 – The Pollinator; Slide 13 – Plasma (identified as an alternate, if needed) (; Slide 15 – Effervescence; and Slide 19 – Next Dimension. Staff was directed to proceed with the selected pieces and to leave any unavailable pad spaces vacant rather than substitute additional works without further City Commission review.

1.f Discussion on the Rescheduling or Cancellation of the March 25, 2026, Meeting. Requested by City Manager, Levent Sucuoglu

City Manager Sucuoglu requested cancellation of the March 25, 2026 Commission Meeting due to scheduling conflicts for that date.

Commission consensus was reached to cancel the March 25, 2026 Commission Meeting.

ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 2:43 PM.

Minutes transcribed by Tasha Baclawski, Prototype, Inc. and submitted by Kimberly Dillon, City Clerk.

Kimberly Dillon, City Clerk

Michelle J. Gomez, Mayor

Note to the reader: The above signature is the City Clerk, of the City of Tamarac, Florida. If the minutes you have received are not signed, or completed as indicated above, they are not the official minutes of the City Commission Budget Workshop held Wednesday, August 27, 2025.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

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CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Minutes

AGENDA SECTION: **CONSENT AGENDA**

TITLE: Approval of the February 25, 2026, Regular Meeting Minutes.

ATTACHMENTS:

[022526 COT-CC Regular Meeting Draft Minutes.pdf](#)



**CITY OF TAMARAC
REGULAR CITY COMMISSION MEETING**

**Commission Chambers
Wednesday, February 25, 2026
9:30 AM
Draft Minutes**

CALL TO ORDER:

Mayor Michelle J. Gomez called the Wednesday, February 25, 2026, City Commission meeting, being held in Commission Chambers, to order at 9:30 AM.

ROLL CALL:

Present were Mayor Michelle J. Gomez, Vice Mayor Marlon D. Bolton, Commissioner Morey Wright Jr., Commissioner Krystal Patterson and Commissioner Kicia Daniel.

Also present were City Manager Levent Sucuoglu, City Attorney Hans Ottinot, and City Clerk Kimberly Dillon.

PLEDGE OF ALLEGIANCE:

Commissioner Daniel led the Pledge of Allegiance and moment of silence.

1. CITY ATTORNEY REPORT

The City Attorney had nothing to report.

2. CITY MANAGER REPORT

2.a. Dr. Von Delany Mizell Proclamation

Requested by Mayor Michelle J. Gomez

Mayor Gomez read the proclamation and presented the proclamation to the recipients.

2.b Teen Dating Violence Awareness Month Proclamation

Requested by Mayor Michelle J. Gomez

Mayor Gomez read the proclamation and presented the proclamation to Dr. Kate Johnson.

City Manager Sucuoglu recognized Tamarac Fire Rescue team members for winning the Florida Cup ALS Championship Challenge for the third consecutive year, becoming the first team in Florida history to achieve this milestone. The team was honored at the State Capitol during the Florida Legislative Session. City Manager Sucuoglu also announced that the City of Tamarac was named a finalist for the 2026 IDC Smart Cities North America Awards and congratulated the Technology Department for the accomplishment.

City Manager Sucuoglu congratulated the Finance Department for earning the GFOA Distinguished Budget Presentation Award for the 28th consecutive year for Fiscal Year 2025. He also highlighted upcoming spring community events, directed residents to the City's website for additional information, announced the next City Commission meeting on March 11, 2026, at 7:00 PM, and noted that a Women's History Month reception would be held at 6:00 PM prior to the meeting.

3. PUBLIC PARTICIPATION

Mayor Gomez briefly reviewed the rules for public participation were posted and opened the floor to comments from the public.

- 1) Kate Johnson, Mainlands Four, addressed the City Commission regarding the Taste of Tamarac event and Agenda Item 5A. She thanked the Chamber of Commerce and Peter Mason for hosting a successful event. She questioned projected costs associated with the proposed 400-meter track and multipurpose center, referenced earlier estimates, suggested exploring use of Millennium Middle School's track, and urged fiscal caution given potential revenue uncertainty.
- 2) Carol Mendelson, Woodmont, spoke regarding fiscal planning and the proposed track project. She referenced potential legislative changes affecting City revenues, reiterated concerns regarding a possible \$19.5 million impact, and urged limiting discretionary spending.
- 3) Andrew Bossett, Westwood Three, spoke regarding a February 15 incident at Veterans Park during the Farmers Market involving individuals discharging a rifle from a boat in the C-14 canal. He expressed concern for public safety, questioned the absence of security, and requested replacement of tattered American and POW flags.

Mayor Gomez stated staff would review both matters.

- 4) Peter Mason, Coral Springs, Executive Director of the Tamarac North Lauderdale Chamber of Commerce, spoke in appreciation of the City's partnership in hosting Taste of Tamarac. He reported strong attendance and business participation and announced the upcoming Rise Health Wealth Small Business Expo scheduled for April 23 at the Tamarac Community Center.

- 5) Patti Lynn, Mainlands 8, addressed the Mizell family proclamation, community events, and the proposed track project. She commended the Taste of Tamarac event and urged postponement of the track project, citing fiscal uncertainty and encouraging consideration of lower-cost alternatives.

4. COMMISSION REPORTS:

Vice Mayor Bolton and Commissioner Wright, Jr. had nothing to report.

Commissioner Patterson acknowledged City staff, volunteers, participants, and BSO for support of the recent Community Bike Ride and encouraged residents to attend the next monthly ride scheduled for March 21 at 8:00 a.m. at the Sports Complex.

Commissioner Daniel extended Black History Month greetings and provided updates on community initiatives, including the Chew and Chat outreach events, Get in Step with Kicia program, and upcoming Women's History Month activities scheduled for March 6 and 7, including a retreat-style conference and gala. She also announced a citizenship drive on March 14, a Youth Symposium on April 18, and a Senior Expo on July 11.

Mayor Gomez thanked Renaissance Charter School students, staff, and families for fundraising support benefiting charitable organizations and highlighted recent community engagements, including Taste of Tamarac, Lunar New Year celebrations, and the 2026 Forever Friends Pet Expo. She reported strong attendance at the pet expo, multiple adoptions, and participation by rescue groups and vendors. Mayor Gomez also announced upcoming Move with the Mayor events in March, including line dancing, the 5K Club, and 30 Squared fitness at Tamarac Park, as well as the Senior Safety Summit scheduled for March 7 at the Community Center.

5. CONSENT AGENDA

Mayor Gomez pulled Item 5.a. from the consent agenda.

5.a A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to award Task Authorization No. 26-10D to Carnahan Proctor and Cross, Inc. To provide design services for the Tamarac Park 400-Meter Track and Multi-Purpose Center Replacement, in accordance with the City's Continuing Services Agreement authorized by Resolution No. R-2022-138, for a contract amount of \$486,115.00; including the preparation of conceptual services, feasibility report, design services and bidding assistance; providing for conflicts; providing for severability; and providing for an effective date.

5.b TR14369 - A Resolution of the City Commission of the City of Tamarac, Florida, revising the Investment Policy of the City of Tamarac attached hereto as Exhibit "A," to reflect current regulations; to authorize the utilization of certain investment instruments and to authorize the adjustment of the investment parameters and duration; providing for conflicts; providing for severability; and providing for an effective date.

5.c TR14371 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No.26-03B and approving an Agreement with Intercounty Engineering, Inc. For the construction of the Lift Stations 29 and 10 Rehabilitation Project for a contract amount of \$2,323,412.00; authorizing a contingency in the amount of \$232,341.20 for a total project budget of \$2,555,753.20; authorizing an additional appropriation in an amount not to exceed \$55,753.20 to be included in a future budget amendment pursuant to F.S. 166.241(8); authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for scrivener's errors; providing for severability; and providing for an effective date.

Moved by Mayor Gomez; seconded by Commissioner Wright Jr. to approve the Consent Agenda, as amended.

Motion Approved: 5-0.

Voting For: Vice Mayor Bolton, Commissioner Patterson, Commissioner Daniel, Commissioner Wright Jr., and Mayor Gomez. Voting Against: None.

5.a TR14341 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to award Task Authorization No. 26-10D to Carnahan Proctor and Cross, Inc. To provide design services for the Tamarac Park 400-Meter Track and Multi-Purpose Center Replacement, in accordance with the City's Continuing Services Agreement authorized by Resolution No. R-2022-138, for a contract amount of \$486,115.00; including the preparation of conceptual services, feasibility report, design services and bidding assistance; providing for conflicts; providing for severability; and providing for an effective date.

City Attorney Ottinot read the title for the record.

Moved by Vice Mayor Bolton; seconded by Commissioner Wright Jr. to adopt Resolution TR14341.

Mayor Gomez opened public comment.

- 1) Kate Johnson, Mainlands 4, expressed concerns regarding the proposed running track at Tamarac Park, stating that the rendering appeared larger than anticipated and resembled a stadium rather than a small community track. She questioned why a feasibility study to determine whether the track would fit on the property was not completed prior to project approval.

She also raised concerns about potential costs exceeding the \$5 million estimate, including parking, facility upgrades, and infrastructure needed to host track meets. Ms. Johnson urged the Commission to reassess project

priorities and focus on essential improvements, noting financial uncertainties and previously delayed park projects.

- 2) Gary Gray, Isles of Tamarac, questioned the need to spend public funds on a running track and asked how many residents would actually use the facility. He urged the Mayor and Commissioners to closely evaluate the project, particularly given uncertainty about future revenues, and to carefully review expenditures based on what is needed for the majority of residents rather than what a small group may want.

Mayor Gomez closed public comment.

raised several questions regarding the proposed track project, including the status and timeline of an existing grant related to park lighting and upgrades. Interim Public Services Director Earl Henry confirmed that a grant remains in place for park lighting and related improvements and noted that staff is reviewing the timeline and pursuing a potential extension.

The Mayor also asked whether the proposed design would meet IAAF/NCAA 400-meter track standards, including parking capacity and related infrastructure requirements. Staff advised that the consultant would evaluate what could fit on the site and that parking capacity would be reviewed, though no parking construction is currently included at this stage. Questions were also raised regarding long-term maintenance costs, with staff noting that detailed operating and maintenance projections would be developed in later phases once feasibility and design are further defined.

City Manager Sucuoglu explained that the proposed agreement follows a phased approach, with each phase serving as a precursor to the next. He stated that the initial feasibility phase would determine whether the project is viable before advancing further and that engaging a reputable consultant would provide a structured roadmap for evaluating the overall project.

Mayor Gómez expressed concern about approving a phased contract totaling approximately \$500,000 without first having complete information regarding feasibility, parking, facility upgrades, and overall project scope. She indicated support for proceeding only with the initial \$8,000 feasibility phase to determine whether a 400-meter track could fit on the property before committing to subsequent phases.

A friendly amendment was offered to limit approval to Phase One only and to revisit additional phases after initial findings. The friendly amendment was not accepted, and discussion returned to the original motion.

Motion Approved: 4-1.

Voting For: Commissioner Daniel, Commissioner Patterson, Vice Mayor Bolton, and Commissioner Wright Jr. Voting Against: Mayor Gomez.

6. REGULAR AGENDA

None.

7. ORDINANCE(S) - FIRST READING

- 7.a **TO2608 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 9, "Health, Sanitation and Nuisance," Article IV, "Residential and Nonresidential Property Maintenance Standards," Section 9-131, "Nonresidential Property Maintenance Standards," Subsection (j), of the City of Tamarac Code of Ordinances, to add clarifying language regarding parking lot maintenance; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.**

City Attorney Ottinot read the title for the record.

Moved by Vice Mayor Bolton; seconded by Commissioner Wright Jr. to adopt the Ordinance TO2608.

Mayor Gomez opened public comment. No one came forth to speak. Mayor Gomez closed public comment.

Mayor Gomez expressed concern regarding language related to "excessively worn," "discolored," and resurfacing standards, stating the provisions were overly broad and could be burdensome to plaza owners. She questioned enforcement practices related to resurfacing requirements and noted concerns regarding requiring blacktop replacement when discoloration may result from normal sun exposure. Mayor Gomez stated the ordinance lacked clear parameters to guide enforcement discretion and indicated the City should hold itself to similar standards before imposing additional requirements on private property owners. She stated she could not support the ordinance as written.

City Manager Sucuoglu stated the intent of the ordinance was to strengthen enforcement tools to ensure plazas remain attractive, vibrant, and well maintained. He explained staff discretion would continue to be applied and that resurfacing would typically be required only when parking lots are significantly deteriorated, not solely due to discoloration. Staff noted the ordinance aimed to clarify expectations and support consistent enforcement.

Commissioner Patterson expressed support for updating the Code to provide clearer guidance and enforcement tools. She emphasized the importance of maintaining consistent standards and noted mitigation processes exist for cited properties. She stated she supported the ordinance.

Motion Approved: 4-1.

Voting For: Commissioner Patterson, Commissioner Daniel, Commissioner Wright Jr., and Vice Mayor Bolton. Voting Against: Mayor Gomez

8. ORDINANCE(S) - SECOND READING

There were none.

9. PUBLIC HEARING(S)

There were none.

10. QUASI-JUDICIAL HEARING(S)

10.a TBO102 - Order Granting/Denying Special Exception approval for Scooter's Coffee-Tamarac, to allow for a drive-through restaurant in the MU-C (Mixed Use Corridor) zoning district, pursuant to the Tamarac Code of Ordinances at 8201 N. Pine Island Road, Tamarac, Florida.

City Attorney Ottinot read the title for the record and read the quasi-judicial hearing rules. City Attorney Ottinot asked for ex-parte communication.

Vice Mayor Bolton disclosed that he met with the petitioner and petitioner's wife.

Commissioner Daniel disclosed that she met with the petitioner and petitioner's wife.

Mayor Gomez disclosed that she had a conversation with the plaza owner and property manager.

Commissioner Wright Jr. had no disclosures.

Commissioner Patterson disclosed that she met with the petitioner and petitioner's wife.

City Clerk Dillon swore in witnesses.

Moved by Vice Mayor Bolton; seconded by Commissioner Patterson to bring forth TBO102.

Pierre-Antoine Tricen, presented a Special Exception request for a drive-thru Scooter's Coffee at the former 7-Eleven location within Cypress Commons. Mr. Tricen stated this would be the first Scooters Coffee in South Florida and described the concept as drive-thru only, with no indoor seating. Approximately 20 local jobs are anticipated, and the project would reactivate a vacant 1,420-square-foot outparcel shared with an existing dental office.

Mr. Tricen explained no new curb cuts are proposed, and existing driveways would be used. Traffic studies indicated the use would generate less traffic than

the former 7-Eleven, with minimal peak delay. Operational measures include pull-forward spaces, mobile ordering, and signage to manage traffic flow. Peak hours are expected in the early morning, prior to school dismissal periods. Mr. Tricen requested approval of the Special Exception.

Commissioner Patterson thanked the applicants for incorporating prior feedback and encouraged local hiring, including partnerships with nearby schools. She emphasized the importance of accommodating students safely, suggesting a designated mobile pickup area and proactive coordination with plaza management. She also inquired about traffic stacking, contingency plans, and operational responsibility. Mr. Tricen confirmed the franchisees would be directly responsible for operations and stated they would work with the property owner and City to address any issues. Commissioner Patterson expressed support, contingent on continued community partnership.

Commissioner Daniel reiterated concerns regarding student access and safety, urging a clearer plan to ensure students are treated respectfully and accommodated appropriately. Ms. Chong noted she observed the plaza in the afternoon to witness student traffic flow.

Commissioner Wright Jr. asked about the franchise's experience, location model, and market differentiation. Mr. Tricen explained this would be the first South Florida location, noted a shift toward plaza end-cap models, and described Scooters' mid-market positioning and product distinctions.

Mayor Gomez raised concerns about traffic flow, plaza safety, and potential liability, questioning whether monitoring by staff would be sufficient and expressing opposition to modifying the drive-through model to accommodate walk-up service. She stated she could not support the request as presented.

Vice Mayor Bolton voiced support, citing resident interest and emphasizing that broader plaza safety responsibilities rest with property ownership. He expressed confidence in the applicants and small business investment.

Motion Approved: 4-1.

Voting For: Commissioner Daniel, Commissioner Patterson, Vice Mayor Bolton, and Commissioner Wright Jr. Voting Against: Mayor Gomez

11. OTHER

There were none.

12. ADJOURNMENT

There being nothing further to discuss, Mayor Gomez adjourned the meeting at 11:29 AM.

Minutes transcribed by Tasha Baclawski, Prototype, Inc. and submitted by Kimberly Dillon, City Clerk.

Kimberly Dillon, City Clerk

Michelle J. Gomez, Mayor

Note to the reader: The above signature is the City Clerk, of the City of Tamarac, Florida. If the minutes you have received are not signed, or completed as indicated above, they are not the official minutes of the Regular City Commission Meeting held Wednesday, February 25, 2026.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service by dialing 7-1-1.

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Collette Tibby

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: 14370

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14370 - A Resolution of the City Commission of the City of Tamarac, Florida approving a substantial amendment to the 2025-2029 Consolidated Plan and Program Year 2025-2026 Annual Action Plan as combined in Exhibit "A" for the U.S. Department of Housing & Urban Development (HUD) Community Development Block Grant (CDBG) program; providing for conflicts; providing for severability; and providing for an effective date

ATTACHMENTS:

[NSP PI -CDBG Substantial Amendment- Memo- 2025-2026 -TR14370.docx](#)

[Resolution NSP PI CDBG Substantial Amendment TR#14370.docx](#)

[Exhibit A - Tamarac 2025-2029 Consolidated Plan and Annual Action Plan - Substantial Amendment Proposed.pdf](#)

[Resolution R-2025-033 -- 25_26 to 29_30 Con Plan and 25_26 Annual Action Plan.pdf](#)

[Substantial Amendment Legal Ad.jpg](#)

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Levent Sucuoglu,
City Manager

FROM: Kent Walia
Director of Community Development

DATE: March 5, 2026

**RE: 2025-2029 Consolidated Plan & 2025-2026 Annual Action Plan - Substantial
Amendment
Temp. Reso. No. 14370**

Recommendation: The Director of Community Development recommends that the Mayor and City Commission consider approval of a Substantial Amendment of the 2025-2029 Consolidated Plan and its associated 2025-2026 Annual Action Plan for submittal to the U.S. Department of Housing & Urban Development (HUD) at its **March 11th, 2026**, meeting.

Issue: A Substantial Amendment of the City's 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan is required to be submitted to HUD in order to transfer the Neighborhood Stabilization Program Income (NSP PI) to the City's Community Development Block Grant (CDBG) program funds.

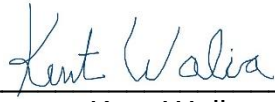
Background: The City recaptured an amount of \$1,278,687 in NSP PI funds from homebuyers who were provided NSP subsidy for the acquisition and rehabilitation of their home which carried a thirty-year lien restriction. The NSP PI funds are a result of homeowners selling their properties before the satisfaction of the thirty-year lien.

The Substantial Amendment outlines to HUD how the NSP PI funds will be expended on CDBG-eligible projects in the City of Tamarac. The NSP PI funds will supplement the following two programs, and the program administration:

- **First-Time Homebuyer Purchase Assistance - \$191,803.00**
- **Owner-Occupied Minor Home Repair - \$906,884.00**
- **Program Administration - \$180,000.00**

The Substantial Amendment required a public comment period which occurred on February 2, 2026, through March 4, 2026, no public comments have been received. This Substantial Amendment requires approval by the City Commission at a public hearing meeting. Following City Commission approval, the Substantial Amendment will be submitted to HUD for review and approval.

Fiscal Impact: The Substantial Amendment outlines to HUD how the CDBG FY 2025-2026 funds are allocated and have no effect on the City's budget. This item supports Strategic Goal #4 – Tamarac is Vibrant – the Community Development Block Grant program directly impacts the quality of life of the residents of Tamarac while enhancing the built environment.



Kent Walia,
Director of Community Development

KW/sf

Attachments:

Temp. Reso. No. 14730
Exhibit A: 2025-2029 Consolidated Plan & 2025-2026 Annual Action Plan-
Substantial Amendment (**Combined document**)

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA APPROVING A SUBSTANTIAL AMENDMENT TO THE 2025-2029 CONSOLIDATED PLAN AND PROGRAM YEAR 2025-2026 ANNUAL ACTION PLAN AS COMBINED IN EXHIBIT "A" FOR THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about March 20, 2009, through Grant # B-08-MN-12-0028, the City of Tamarac received Neighborhood Stabilization Program (NSP) funding in the amount of Four Million, Seven Hundred Seventy-Two Thousand, Two Hundred and Eighteen dollars (\$4,772,218) from the United States Department of Housing and Urban Development (HUD) as a funding mechanism to stabilize areas of highest concentration of vacant, abandoned and foreclosed properties ; and

WHEREAS, the City expended its NSP funds to income-eligible residents for home purchase and rehabilitation assistance in the designated NSP areas for affordability lien restriction of thirty years (30 years) ; and

WHEREAS, the City has recaptured the amount of One Million, Two Hundred and Seventy-Eight Thousand, Six Hundred and Eighty-Seven dollars (\$1,278,687) in NSP Program Income (NSP PI) funds from homebuyers who were

provided with NSP subsidy for the acquisition and rehabilitation of their home who did not satisfy the 30-year lien requirement; and

WHEREAS, pursuant to 24 Code of Federal Regulation (CFR) part 91.105 (c) the Citizens Public Participation Plan requires the City to conduct a Substantial Amendment of its 2025-2029 Consolidated Plan and Program Year 2025-2026 Annual Action Plan to transfer the NSP PI funds to its Community Development Block Grant (CDBG) program ; and

WHEREAS, a draft of the Substantial Amendment of the 2025-2029 Consolidated Plan and Program Year 2025-2026 Annual Action Plan as combined in Exhibit "A" was made available for public comment between Monday, February 2, 2026, through Wednesday, March 4, 2026, and no comments were received; and

WHEREAS, the Substantial Amendment of the 2025-2029 Consolidated Plan and Program Year 2025-2026 Annual Action Plan document have been prepared for submission to HUD for review and approval; and

WHEREAS, the Director of Community Development recommends approval; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interests of the citizens and residents of the City of Tamarac to approve the Substantial Amendment of its 2025-2029 Consolidated Plan and Program Year 2025-2026 Annual Action Plan for submittal to HUD for approval and use in the CDBG program.

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

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

SECTION 2: That the appropriate City Official is hereby authorized to submit the Substantial Amendment of the City’s 2025-2029 Consolidated Plan and Program Year 2025-2026 Annual Action Plan (as combined and attached as Exhibit A) to HUD for the use of its NSP PI funds consistent with CDBG Program requirements.

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

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

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

[INTENTIONALLY LEFT BLANK]

PASSED, ADOPTED AND APPROVED this _____ day of _____,
2026.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ

DIST 1: V/M. BOLTON

DIST 2: COMM. WRIGHT JR

DIST 3: COMM. PATTERSON

DIST 4: COMM. DANIEL

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

HANS OTTINOT
CITY ATTORNEY



**2025-2029 Consolidated Plan
& 2025 Annual Action Plan**

Substantial Amendment (Program Income)

**City of Tamarac
Community Development Department-Housing Division
7525 NW 88 Avenue
Tamarac, FL 33321**

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SUBSTANTIAL AMENDMENT: FEBRUARY 2026 - The City is proposing to transfer \$1,278,687 in program income generated from the Neighborhood Stabilization Program (NSP) to the CDBG program. NSP was created under the Housing and Economic Recovery Act of 2008 to address rising residential foreclosures and property abandonment and to stabilize communities negatively impacted by foreclosures. The City is currently in the process of closing out its NSP grants in accordance with HUD requirements and guidance. The City has made a substantial amendment to this 2025 Consolidated Plan and 2025 AAP to add this new resource to the plan to increase funding for public services, housing rehab and admin of the CDBG program.

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Tamarac, Florida, receives an annual entitlement allocation of Community Development Block Grant (CDBG) program funds from the U.S. Department of Housing and Urban Development (HUD). The CDBG Program provides annual grants on a formula basis to entitlement cities and urban counties to develop viable communities by providing safe, decent, and affordable housing; suitable living environments; and expanding economic opportunities, primarily for low- and moderate-income (LMI) persons.

To receive these funds, the City is required to complete its 2025-2029 Consolidated Plan and first-year PY 2025 Annual Action Plan (AAP) as required by HUD. The Consolidated Plan serves as a planning document meeting the federal government statutory requirements in 24 CFR 91.200-91.230, for preparing a Consolidated Plan and guiding the use of CDBG funding based on applications to HUD. The first-year PY 2025 AAP, and subsequent AAPs, are a subset of the Strategic Plan addressing the overall goals of the plan for each program year of the five-year Consolidated Plan. PY 2025 begins on October 1, 2025, and ends on September 30, 2026.

The City is a member of the Broward County HOME Consortium and receives HOME Investment Partnerships funds through the HOME Consortium. The HOME program is the largest federal block grant to state and local governments designed exclusively to create affordable housing for LMI households. The grant funds a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership, or providing direct rental assistance. Through an Intergovernmental Agreement (IGA), the City receives HOME Program funding on an annual basis. These funds are not programmed in this AAP as the City is not a direct recipient of HOME funds from HUD.

Substantial Amendment (Program Income)

The City is proposing to transfer \$1,278,687 in program income generated from the Neighborhood Stabilization Program (NSP) to the CDBG program. NSP was created under the Housing and Economic Recovery Act of 2008 to address rising residential foreclosures and property abandonment and to stabilize communities negatively impacted by foreclosures. The City is currently in the process of closing out its NSP grants in accordance with HUD requirements and guidance, and the program income generated from the NSP will be added to PY 2025 as an additional resource to fund public services, housing rehab and admin of the CDBG program. The proposed budget for these additional funds will be \$180,000 for admin,

\$191,803 for public services, and the balance of \$906,884 for housing rehab.

The plan has been amended in these sections:

- ES-05 Executive Summary: A summary and citizen participation outreach details were provided.
- PR-15 Participation: Details of citizen participation outreach were provided.
- SP-35 Anticipated Resources: The new program income has been added as a resource to the plan.
- SP-45 Goals: New goal outcomes have been added to public services and affordable housing to reflect the additional funds in the plan.
- AP-15 Expected Resources: The new program income has been added as a resource to the plan.
- AP-20 Goals: New goal outcomes have been added to public services and housing rehab to reflect the additional funds in the plan.
- AP-35 Projects: Public service and housing rehab projects have been updated to align with the amendment changes in the AP-15 Expected Resources and AP-20 Goals.
- AP-90 Program Specific Requirements: \$1,278,687 in program income has been added to the program income table.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City has developed its strategic plan based on an analysis of the data presented in the Needs Assessment, the Market Analysis of the Consolidated Plan, and the community participation and stakeholder consultation process. Through these efforts, the City has identified three (3) priority needs and associated goals to address these needs. Over the 5-Year plan period, the City will work to accomplish the following outcomes, which are listed by Priority Need.

Priority Need: Public Services & Quality of Life Improvements

Goal - 1A Provide Supportive Services for LMI & Special Need

Delivery of targeted public services that improve daily life for low- and moderate-income residents, especially seniors, through programs such as transportation assistance, health and wellness services, and adult day care.

Priority Need: Preserve & Develop Affordable Housing

Goal - 2A Affordable Housing Preservation

Preserve affordable housing through direct assistance to low- and moderate-income homeowners for necessary repairs and rehabilitation, including interior and exterior improvements that promote safety, habitability, and energy efficiency.

Priority Need: Effective Program Management

Goal - 3A Effective Program Management

Effective program management will include general administration of HUD grant programs, monitoring subrecipients, and keeping strict grant-based accounting. Comprehensive planning requirements will

include the development of AAPs, an evaluation of the performance of the programs through annual reports, and meeting citizen participation requirements.

3. Evaluation of past performance

The City of Tamarac continues to make strategic use of its HUD CDBG resources to address critical housing and community development needs. Each year, the City develops an AAP to guide investments and prepares a Consolidated Annual Performance and Evaluation Report (CAPER) to evaluate progress toward the goals established in the previous 2020-2024 Consolidated Plan. In collaboration with nonprofit partners, local agencies, and Broward County, Tamarac has achieved measurable outcomes that improve housing stability, support vulnerable populations, and enhance neighborhood safety. The following sections summarize the City's accomplishments for PY 2023 in the areas of affordable housing and public services.

Affordable Housing

The City assisted 6 households through its Minor Home Rehabilitation Program. These efforts reflect continued progress toward the City's strategic housing goals, which include preserving the existing housing stock and maintaining affordable housing options for low- and moderate-income residents. The City's cumulative progress stands at 30 units rehabilitated out of a five-year goal of 40, or 75% completion. This indicates Tamarac is on track to meet its affordable housing rehabilitation goals by the end of the Consolidated Plan period.

Public Services

CDBG-funded public services reached 524 individuals during PY 2023, significantly exceeding the City's annual goal of 82 participants. This brings the cumulative total to 1,364 persons served, significantly surpassing the five-year target of 750. These services, which include supportive programs for seniors and youth, directly address priority needs identified in the Consolidated Plan and reflect the City's strong performance in implementing public service activities.

Tamarac remains committed to meeting its five-year community development objectives. With continued focus on housing rehabilitation and public services, the City is well-positioned to fulfill its Consolidated Plan goals and support the long-term well-being of its residents.

4. Summary of citizen participation process and consultation process

The City has adopted its HUD approved Citizen Participation Plan (CPP) as per 24 CFR 91.105, which sets forth the City's policies and procedures for citizen participation in the Consolidated Plan and first-year 2025 AAP. The CPP provides guidance for public notices for the various stages of Consolidated Plan development, public hearings, and the public review of the proposed plan. Details of the City's outreach efforts are provided below:

PUBLIC INPUT MEETINGS: The City held a series of public meetings with citizens and community stakeholders to present background information on the grant programs, solicit feedback, give citizens an opportunity to take surveys, and provide answers to general questions about the program:

District 2 Meeting: Wednesday, May 7, 2025 from 6:30 - 8:30 PM at Tamarac Community Center, 8601 W. Commercial Boulevard, Tamarac, FL 33351.

District 1 Meeting: Monday, May 12, 2025 from 6:30 - 8:30 PM at Mainlands 1 and 2 Clubhouse, 4301 Mainland Drive, Tamarac FL 33319.

District 3 Meeting: Wednesday, May 21, 2025 from 6:30 - 8:30 PM at Woodmont Country Club, 7801 NW 80th Ave, Tamarac, FL 33321.

District 4 Meeting: Thursday, May 22, 2025 from 6:30 – 8:30 PM at Colony West Golf Clubhouse, 6800 NW 88th Ave, Tamarac, FL 33321.

Public Meeting: Wednesday, June 4, 2025 at 9:00 AM during the Planning Board Meeting in the City Commission Chambers at City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321.

PUBLIC HEARING: A public hearing was held during the development of the 2025-2029 ConPlan and 2025 AAP to gather feedback from the community on proposed uses of the funds. The public hearing was held on Thursday, May 22, 2025 at 3:00 PM during the Affordable Housing Advisory Committee (AHAC) meeting located in the Commission Chamber at City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321. All residents were encouraged to attend and provide comments. No comments were received.

A final public hearing was held to discuss the proposed ConPlan and AAP. The hearing was held on Wednesday, July 9, 2025 at 7:00 PM. The hearing was held in the Commission Chamber at City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321 for residents of the City of Tamarac and other interested parties. All residents were encouraged to attend and provide comments. No comments were received.

PUBLIC COMMENT PERIOD: The draft of the ConPlan and AAP was available for public comment between May 22, 2025 and July 9, 2025 and online at <https://www.tamarac.org/367/Housing-Administration> or at the City's Community Development Department (CDD), located at 7525 NW 88th Avenue, Room 206, Tamarac, FL 33321. Written comments could be emailed to housing@tamarac.org. For more information, citizens were encouraged to contact the Community Development Department at (954) 597-3530.

COMMUNITY & STAKEHOLDER SURVEYS:

Community Survey Link: The City held a community survey online, in partnership with Broward County, to gather public input on the housing and community development priority needs in the City of Tamarac. The link to the survey could be found at: <https://www.research.net/r/Broward-Community> or <https://www.research.net/r/Tamarac-Community>

Stakeholder Survey Link: The City held a stakeholder survey online, in partnership with Broward County, to gather public input on the housing and community development priority needs in the City of Tamarac. The link to the survey could be found at: <https://www.research.net/r/Broward-Stakeholder>

Details of citizen participation outreach for the Consolidated Plan and PY 2025 AAP are also located in the PR-15.

Substantial Amendment (Program Income)

The City has proposed to transfer \$1,278,687 in program income generated from the NSP to the CDBG program. As a result of adding a new resource not identified in the original plan, the City's Citizen Participation Plan requires the City to enter into a new citizen participation process to gather feedback from citizens on the proposed substantial amendment to the Consolidated Plan and AAP.

To facilitate this requirement, a draft of the Substantial Amendment will be available for public comment between Monday, February 2, 2026 and Wednesday, March 4, 2026 and will be available online at <https://www.tamarac.org/367/Housing-Administration> or at the City's Community Development Department (CDD), located at 7525 NW 88th Avenue, Room 206, Tamarac, FL 33321. Written comments may be emailed to housing@tamarac.org. For more information, please contact the Community Development Department at (954) 597-3530. A public hearing will be also held to gather feedback from the community on proposed Substantial Amendment. The public hearing will be held on Wednesday, March 11, 2026 at 7:00PM and will be held during the Planning Board meeting located in the Commission Chamber at City Hall, 7525 N.W. 88th Avenue, Tamarac, FL 33321. All residents are encouraged to attend and provide comments.

5. Summary of public comments

PUBLIC COMMENT PERIOD: There were no comments received during the public comment period.

PUBLIC HEARING: No Comments were received during the public hearings held on May 22, 2025 and July 9, 2025.

COMMUNITY SURVEY:Based on the community survey for the City of Tamarac's 2025-2029 Consolidated Plan, residents identified affordable housing as the top community priority—particularly projects focused on energy-efficient improvements and rehabilitation of owner-occupied homes. Public services such as senior programs, domestic violence support, and anti-crime initiatives were also rated highly. Infrastructure needs centered on street lighting and stormwater improvements, which received the most support among public improvement options. In the area of economic development, residents most frequently selected small business assistance and job creation/retention as funding priorities. These survey findings will help guide the City's allocation of federal resources to address the most pressing needs and improve the quality of life for Tamarac residents over the next five years.

STAKEHOLDER SURVEY: No responses were received from Tamarac stakeholders.

All comments and views were accepted at the public hearing and public comment period review process. A summary of outreach efforts is located in the PR-15 Participation.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were received at either public hearings or the public comment period.

7. Summary

The City of Tamarac is committed to providing meaningful opportunities for residents to participate in the planning and development of housing and community development activities. The City's Community Development Department serves as the primary resource for residents seeking affordable housing, human services, and related assistance. The City also coordinates with the Broward County Housing Authority and other public and nonprofit partners to increase the impact of federal and state funding on low- and moderate-income residents.

The City regularly engages the public and stakeholders through pre-development meetings, public hearings, and outreach events. These efforts are designed to inform residents of available programs, gather community input, and ensure that the City's priorities reflect the needs of its most vulnerable populations. For the 2025 AAP, the City held community meetings, public hearings, and conducted a 30-day comment period to guide project selection and funding decisions.

The Consolidated Plan includes a housing and community needs assessment, a Strategic Plan, and Annual Action Plans that describe how federal resources will be used each year to meet identified goals. The PY 2025 AAP will be the first of five annual plans aligned with the new 2025-2029 Consolidated Plan. At the close of each program year, the City will report on accomplishments and evaluate performance through the Consolidated Annual Performance and Evaluation Report (CAPER).

In addition to data from the American Community Survey, HUD datasets, and other local sources, the City relies on community engagement to shape priorities. As a member of the Broward County HOME Consortium, the City's planning is also informed by countywide housing needs, CHAS data, and input from the Public Housing Authority and Broward County Continuum of Care.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	TAMARAC	Community Development Department-Housing Division

Table 1 – Responsible Agencies

Narrative

The City of Tamarac's Community Development Department Housing Administration Division is the lead agency and is responsible for HUD entitlement grant CDBG. The Community Development Department is also responsible for the preparation of the Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance Evaluation Report (CAPER).

The City also receives HOME funds that help to further community development and affordable housing through the Broward County HOME Consortium. The City Community Development Department-Housing Division administers all grant funds received. These funds are not programmed in this AAP as the City is not a direct recipient of HOME funds from HUD.

During the preparation of the Consolidated Plan and first year Annual Action Plan, the City solicited input from other governmental agencies as well as various public and private agencies providing housing, social services, and other community development activities within the community. The City will continue to form new partnerships with non-profit organizations, the private sector, and other local resources.

Consolidated Plan Public Contact Information

Community Development Department
Maxine Calloway, Director
7525 NW 88 Avenue
Tamarac, FL 33321
(954) 597-3542
maxine.calloway@tamarac.org

Housing Administration Division
Housing and Community Development Manager
7525 NW 88 Avenue
Tamarac, FL 33321
(954) 597-3539
carolyn.francis-royer@tamarac.org

City Clerk's Office
Kimberly Dillon, City Clerk
7525 NW 88 Avenue
Tamarac, FL 33321
(954) 597-3506
kimberly.dillon@tamarac.org

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

The City of Tamarac conducts extensive outreach to local organizations, the public, and elected officials to solicit input for the drafting and development of the 2025-2029 Consolidated Plan and PY 2025 AAP. This section discusses coordination between the City and its partners and lists the agencies and organizations that consulted and/or provided input in the development of the plan. The City collaborates with a wide range of community stakeholders, including private and nonprofit service providers, advocacy agencies, housing developers, and other key partners who play an instrumental role in addressing the needs of Tamarac’s residents. Grant funding alone cannot address all identified needs; therefore, ongoing coordination with external partners is essential to ensure the continuity of resources and services. City staff stay informed of emerging community priorities through active participation in professional associations, regional committees, and local networks. The City also conducted a stakeholder survey, in partnership with Broward County, to gather input from local agencies and nonprofits. This feedback provided valuable insights into priority housing and community development needs, as well as funding priorities for the City. The following section highlights these relationships and the agencies and organizations consulted.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City of Tamarac enhances coordination between public and assisted housing providers, private entities, and governmental health, mental health, and service agencies to address the needs of low- and moderate-income residents. The City maintains strong partnerships with the Broward County Housing Authority and other community-based organizations to promote housing stability and expand access to critical support services.

The City’s Community Development Department administers federal and state housing programs, including the Minor Home Repair Program and the Purchase Assistance Program, with funding from CDBG, SHIP, and HOME (as a member of the Broward County HOME Consortium). These programs support the preservation and development of affordable housing for income-eligible households throughout Tamarac. The City also allocates CDBG funds to nonprofit and service organizations that assist seniors, youth, and residents experiencing financial or housing instability.

In collaboration with Broward County’s Continuum of Care (CoC), the City supports regional efforts to prevent and address homelessness. Tamarac participates in the CoC through the Broward County Homeless Partnership Initiative, referring residents to supportive housing and wraparound services and staying informed of local needs through coordinated entry and monthly meetings. Although the City does not receive Emergency Solutions Grant (ESG) funds directly, it coordinates with CoC providers such as The

Caring Place and other partners to connect residents to emergency housing, eviction prevention services, and longer-term housing stability. Tamarac also supports the use of the Homeless Management Information System (HMIS) to improve case management, minimize duplication of services, and strengthen regional coordination.

To bridge the digital divide, the City partners with the Tamarac Branch of the Broward County Library, which provides public internet access, computer labs, and digital literacy programming. These resources, particularly beneficial to low- and moderate-income residents, enhance access to employment tools, healthcare information, and essential services.

Tamarac collaborates with its Fire Rescue Department and Broward County Emergency Management to enhance emergency preparedness and disaster response. The City participates in the Broward County Multi-Jurisdictional Local Mitigation Strategy and promotes public education on emergency planning, hurricane readiness, and hazard mitigation. Tamarac also partners with regional agencies to support post-disaster recovery and strengthen infrastructure resilience.

To further promote long-term environmental sustainability, the City invests in stormwater improvements and other infrastructure upgrades in low- and moderate-income neighborhoods. These initiatives, coordinated with agencies such as the South Florida Water Management District, help reduce flood risks and protect public safety in the face of increasingly severe weather events.

The City of Tamarac continues to work in coordination with public, private, and nonprofit partners to expand housing options, support vulnerable residents, and enhance public infrastructure. These efforts promote a more resilient community that remains responsive to the evolving needs of its residents.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City of Tamarac collaborates with Broward County's Continuum of Care (CoC) and regional stakeholders to address homelessness and housing instability. While the City does not directly administer ESG programs, it works closely with the Broward County Homeless Initiative Partnership, which leads CoC coordination efforts and oversees the HMIS and the Coordinated Entry System.

Tamarac supports regional homelessness initiatives by referring residents in need to CoC-partner agencies that offer emergency shelter, housing placement, and supportive services. Although the City does not provide direct homelessness services, it allocates CDBG funds to community-based organizations that serve vulnerable populations, including those at risk of homelessness. Through coordination with Broward County and nonprofit providers, the City helps connect residents to programs offering housing stabilization, eviction prevention, and case management.

In 2021, Tamarac launched its Interagency Committee to End Homelessness to enhance local coordination and strengthen partnerships with CoC providers. This committee negotiated a contract with The Caring Place at Broward Outreach Centers to deliver housing stability and comprehensive wraparound services to Tamarac residents. The City also integrates homelessness coordination into its monthly HOME Consortium meetings, which serve as a forum for ongoing collaboration between member cities and Broward County on regional housing and homelessness strategies.

The CoC's HMIS allows participating agencies to monitor client needs, track services, and evaluate outcomes. The Coordinated Entry System ensures that individuals and families are prioritized for assistance based on vulnerability and need, improving the efficiency and access to rapid rehousing, permanent supportive housing, and transitional housing programs. Tamarac's collaboration with the CoC supports a unified, data-driven approach to reducing homelessness throughout the region.

Through ongoing engagement with the Homeless Initiative Partnership, the Interagency Committee, and nonprofit partners, the City remains committed to strengthening its role in the regional homelessness response. These partnerships ensure that Tamarac residents experiencing or at risk of homelessness have access to housing solutions and supportive services that promote long-term stability.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Tamarac is not a recipient of ESG funds and, therefore, does not participate in developing or using ESG funds. The City will refer ESG, ESG performance standards, project outcomes, and activities to the Continuum of Care.

The Homeless Management Information System (HMIS) is a web-based software application used to collect demographic and service outcome information on people experiencing homelessness served in the Broward County Homeless Initiative Partnership CoC area. HMIS enables homeless service providers to collect uniform Client information over time. This system is part of an effort to streamline client services, inform public policy decision-makers, improve coordination of services among providers of housing and services to homeless clients, and assist the CoC in establishing policies that result in targeted services to reduce the time persons experience homelessness. Analysis of information gathered through HMIS is critical to accurately calculate the size, characteristics, and needs of homeless populations. The data collected is necessary for service and systems planning and advocacy.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	TAMARAC
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Agency - Emergency Management Other government - Local Public Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City Community Development Department- Housing Division is the lead agency of the Consolidated Plan and Annual Action Plans.
2	Agency/Group/Organization	BROWARD COUNTY
	Agency/Group/Organization Type	Services - Housing Services-homeless Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Broward County is the lead for the Broward County HOME Consortium. The City is a member of the Consortium.

3	Agency/Group/Organization	FL-601 Broward County Homeless Initiative Partnership
	Agency/Group/Organization Type	Services-homeless Services-Health Publicly Funded Institution/System of Care Continuum of Care
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Homeless Initiative Partnership is the local Continuum of Care in the region. The City consults the CoC for information and initiatives of the CoC.
4	Agency/Group/Organization	Broward County Library Tamarac Branch
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Broward County Tamarac Branch library provides internet access for all residents in the City, including LMI households. The library has 50 computers for public use and in addition to this there is a 24-seat computer lab. Computer classes are also conducted throughout the year.
5	Agency/Group/Organization	BROWARD COUNTY HOUSING AUTHORITY

	Agency/Group/Organization Type	Housing PHA Services - Housing Public Services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Broward County Housing Authority is the local PHA. The housing authority works closely with the County to provide public housing and housing vouchers across the area, including Tamarac.
6	Agency/Group/Organization	Tamarac Fire Rescue
	Agency/Group/Organization Type	Agency - Emergency Management Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Emergency Preparedness
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Tamarac Fire Rescue is responsible for emergency management of natural disasters such as hurricanes. The department provides proactive educational outreach efforts, disaster preparedness and recovery help in an effort to maintain a high level public safety in Tamarac. A website has been provided to help with emergency planning: https://tamarac.org/1021/Emergency-Management

Identify any Agency Types not consulted and provide rationale for not consulting

No organizations were intentionally left out of the public participation process. All comments and views were accepted and welcomed.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Broward County	The goals of the CoC are to end homelessness in the region. They City will work with the CoC in initiatives that support this goal in the City.

Table 3 – Other local / regional / federal planning efforts**Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))**

In developing the 2025-2029 Consolidated Plan and the Program Year 2025 Annual Action Plan (AAP), the City of Tamarac consulted with multiple City departments, public agencies, nonprofit organizations, and regional partners to ensure a coordinated approach to addressing housing, homelessness, and community development needs. These consultations helped align federal and state resources with the City's priorities for serving low- and moderate-income residents.

The Community Development Department led outreach efforts to gather input from local stakeholders and housing providers. Through its administration of the Homeowner Rehabilitation and Purchase Assistance programs, the department plays a key role in preserving affordable housing and supporting homeownership opportunities. The City also coordinated with the Broward County Housing Authority to assess public housing needs and improve housing access for income-eligible households.

Tamarac collaborates with the Broward County Homeless Initiative Partnership and the CoC to support regional homelessness prevention and housing stability strategies. Although the City does not administer ESG funds directly, it participates in CoC planning efforts and refers residents to emergency housing and support services. Coordination with CoC partners ensures that individuals experiencing homelessness are connected to housing, case management, and behavioral health services.

Tamarac remains committed to strengthening partnerships with Broward County agencies, service providers, and local stakeholders to address shared challenges and improve outcomes for residents. The City will continue to prioritize affordable housing, expand public services, and invest in infrastructure to enhance community resilience.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Tamarac has adopted its HUD approved Citizen Participation Plan (CPP) as per 24 CFR 91.105, which sets forth the City’s policies and procedures for citizen participation of the Consolidated Plan and first year 2025 AAP. The CPP provides details about the public notice requirements for all meetings and the various stages of Consolidated Plan development, public hearings before the citizens of the City and City Council, accommodations for persons with disabilities, and the conduct of public review of draft documents. Adhering closely to the CPP, the City held a public comment period and public hearing. Details of these outreach efforts are provided in the table below.

Substantial Amendment (Program Income)

The City has proposed to transfer \$1,278,687 in program income generated from the NSP to the CDBG program. As a result of adding a new resource not identified in the original plan, the City’s Citizen Participation Plan requires the City to enter into a new citizen participation process to gather feedback from citizens on the proposed substantial amendment to the Consolidated Plan and AAP. See sort order #7 and #8 for more details of the outreach efforts made for the substantial amendment.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
1	Community Meetings	Non-targeted/broad community	The City held a series of public meetings with citizens and community stakeholders to present background information on the grant programs, solicit feedback, give citizens an opportunity to take surveys, and provide answers to general questions about the program: District 2 Meeting: Wednesday, May 7, 2025 from 6:30 - 8:30 PM at Tamarac Community Center, 8601 W. Commercial Boulevard, Tamarac, FL 33351. District 1 Meeting: Monday, May 12, 2025 from 6:30 - 8:30 PM at Mainlands 1 and 2 Clubhouse, 4301 Mainland Drive, Tamarac FL 33319. District 3 Meeting: Wednesday, May 21, 2025 from 6:30 - 8:30 PM at Woodmont Country Club, 7801 NW 80th Ave, Tamarac, FL 33321. District 4 Meeting: Thursday, May 22, 2025 from 6:30 - 8:30 PM at Colony West Golf Clubhouse, 6800 NW 88th Ave, Tamarac, FL 33321. Public Meeting: Wednesday, June 4, 2025 at 9:00 AM at the Planning Board Meeting in the City Commission Chambers at City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321.	There were no comments.	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
2	Public Hearing	Non-targeted/broad community	A public hearing is scheduled to be held during the development of the 2025-2029 ConPlan and 2025 AAP to gather feedback from the community on proposed uses of the funds. The public hearing will be held on Thursday, May 22, 2025 at 3:00 PM during the Affordable Housing Advisory Committee (AHAC) meeting located in the Commission Chamber at City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321. All residents are encouraged to attend and provide comments.	There were no comments.	N/A	N/A
3	Public Hearing	Non-targeted/broad community	A second public hearing will be held to discuss the proposed ConPlan and AAP. The hearing will be held on Wednesday, July 9, 2025 at 7:00 PM. The hearing will be held in the Commission Chamber at City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321 for residents of the City of Tamarac and other interested parties. All residents are encouraged to attend and provide comments.	There were no comments	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
4	Public Comment	Non-targeted/broad community	The draft of the ConPlan and AAP will be available for public comment between May 22, 2025 and July 9, 2025 and are available online at https://www.tamarac.org/367/Housing-Administration or at the City's Community Development Department (CDD), located at 7525 NW 88th Avenue, Room 206, Tamarac, FL 33321. Written comments may be emailed to housing@tamarac.org . For more information, please contact the Community Development Department at (954) 597-3530.	There were no comments.	N/A	See Link

5	Community Survey	Non-targeted/broad community	The City held a community survey online, in partnership with Broward County, to gather public input on the housing and community development priority needs in the City of Tamarac. The link to the survey can be found at: https://www.research.net/r/Broward-Community or https://www.research.net/r/Tamarac-Community	Based on the community survey for the City of Tamarac’s 2025-2029 Consolidated Plan, residents identified affordable housing as the top community priority—particularly projects focused on energy-efficient improvements and rehabilitation of owner-occupied homes. Public services such as senior programs, domestic violence support, and anti-crime initiatives were also rated highly. Infrastructure needs centered on street lighting and stormwater improvements, which received the most support among public improvement options. In the area of economic development, residents most frequently selected small business assistance and job	N/A	See Link
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
				creation/retention as funding priorities. These survey findings will help guide the City's allocation of federal resources to address the most pressing needs and improve the quality of life for Tamarac residents over the next five years.		
6	Stakeholder Survey	Non-targeted/broad community Nonprofits	The City held a stakeholder survey online, in partnership with Broward County, to gather public input on the housing and community development priority needs in the City of Tamarac. The link to the survey can be found at: https://www.research.net/r/Broward-Stakeholder	There were no comments.	N/A	See Link

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
7	Public Comment	Non-targeted/broad community	(Substantial Amendment-Program Income) A draft of the Substantial Amendment will be available for public comment between Monday, February 2, 2026 and Wednesday, March 4, 2026 and will be available online at https://www.tamarac.org/367/Housing-Administration or at the City's Community Development Department (CDD), located at 7525 NW 88th Avenue, Room 206, Tamarac, FL 33321. Written comments may be emailed to housing@tamarac.org . For more information, please contact the Community Development Department at (954) 597-3530.	A summary of comments will be provided after the public comment period.	All comments welcome.	See link in summary
7	Public Hearing	Non-targeted/broad community	(Substantial Amendment-Program Income) A public hearing will be held to gather feedback from the community on proposed Substantial Amendment. The public hearing will be held on Wednesday, March 11, 2026 at 7:00PM and will be held during the Planning Board meeting located in the Commission Chamber at City Hall, 7525 N.W. 88th Avenue, Tamarac, FL 33321. All residents are encouraged to attend and provide comments.	A summary of comments will be provided after the public hearing.	All comments welcome.	N/A

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The City of Tamarac's 2025-2029 Consolidated Plan establishes a strategic vision for addressing the City's non-housing community development needs over the next five years. As a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) entitlement jurisdiction, Tamarac leverages these federal funds to support improvements in public infrastructure, community facilities, and essential public services, with a particular focus on enhancing conditions for low- to moderate-income (LMI) residents. The Plan aligns with broader City goals and priorities outlined in Tamarac's Strategic Plan and Comprehensive Plan and responds to evolving demographic, economic, and community service trends.

To inform the development of the Consolidated Plan, the City conducted public outreach, consulted local and regional partners, and reviewed quantitative data from HUD, the U.S. Census Bureau, and the Bureau of Labor Statistics, among others. Public input was gathered through a community survey, stakeholder consultations, including a stakeholder survey, and community meetings, ensuring that the Plan reflects both citywide priorities and the specific needs of underserved populations. Informed by this engagement, the Plan prioritizes public investment in areas such as neighborhood revitalization, aging infrastructure, access to transit, and service delivery gaps for seniors, veterans, and individuals with disabilities.

The City's Housing Administration Division, housed within the Community Development Department, is responsible for administering CDBG-funded initiatives. These programs are designed to address infrastructure disparities, enhance the accessibility of public amenities, and support community-based services. Partnerships with Broward County agencies, nonprofits, and local civic groups help ensure that programming is coordinated and aligned with regional efforts, including workforce development, public safety, and health-related services.

This needs assessment provides the foundation for targeted investments by identifying current service limitations and opportunities for improvement in underserved areas. It enables the City to align local priorities with federal objectives, ensuring that CDBG funds are directed toward projects that enhance community resilience, reduce disparities, and support Tamarac's continued growth and livability. Through this data-informed and collaborative approach, Tamarac is committed to ensuring that its infrastructure and public service investments remain responsive to the needs of its growing and evolving population.

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The City of Tamarac continues to prioritize the modernization and expansion of public facilities to better serve low- to moderate-income (LMI) households and meet the evolving needs of a growing and aging population. Key areas of focus include enhancements to community centers, neighborhood facilities, and recreational amenities to ensure they are accessible, resilient, and compliant with the Americans with Disabilities Act (ADA). Particular attention is placed on facilities that serve seniors, youth, and individuals with disabilities that make up a significant portion of the city's population. The Tamarac Strategic Plan identifies planned projects such as renovations to the Shaker Village Clubhouse and public enhancements through the Tamarac Roadway Urban Forestry Project and park improvements at sites like Sunset Point Park and Veterans Park. These efforts support broader goals to improve the quality of life and ensure all residents have access to well-maintained, energy-efficient, and multipurpose facilities that support health, wellness, education, and social cohesion.

How were these needs determined?

Public facility needs in Tamarac were identified through a combination of data analysis, stakeholder engagement, and municipal planning. Input was collected through community meetings, public hearings, and feedback from neighborhood associations. The City also used HUD's Low/Mod Income Summary Data (LMISD) to identify geographic areas with higher concentrations of LMI households, which help guide facility investment priorities. The Tamarac Comprehensive Plan further supports these priorities by outlining policies for comprehensive access to community facilities and continued monitoring of service gaps, while City departments like Public Services and Parks and Recreation have collaborated to assess aging infrastructure and facility performance across the city.

Describe the jurisdiction's need for Public Improvements:

Tamarac has an ongoing need for public infrastructure improvements, especially in neighborhoods with significant LMI populations. The City is focused on upgrading stormwater drainage systems, enhancing street and sidewalk safety, improving pedestrian connectivity, and modernizing ADA infrastructure to create a more walkable, flood-resilient, and accessible environment. Investments in roadways and beautification initiatives, including landscaped medians, buffer walls, and signage, are also being pursued through the City's Capital Improvement Plan. According to Tamarac's Strategic Plan, projects such as the East Side Water Distribution System Expansion and the Tamarac Canal Culvert and Headwall Improvements are currently prioritized to address infrastructure vulnerabilities and mitigate climate-related risks. These efforts are essential to maintaining public safety and encouraging revitalization in underserved neighborhoods.

How were these needs determined?

Public improvement needs were established through community surveys, feedback from advisory boards, and direct input from public hearings. City staff used geographic and demographic data, including LMISD,

to identify areas with outdated infrastructure and high LMI concentration. Additionally, planning documents like the Tamarac Comprehensive Plan emphasize the importance of infrastructure improvements to support sustainable growth, stormwater management, and safe mobility. Collaboration with local engineering consultants and state and federal funding sources has also helped the City assess and prioritize infrastructure projects based on feasibility and community impact.

Describe the jurisdiction's need for Public Services:

The City of Tamarac places strong emphasis on enhancing public services that address the needs of its most vulnerable populations, including seniors, LMI residents, individuals with disabilities, and households facing economic instability. Priority service areas include senior wellness programming, youth enrichment, mental and behavioral health services, job readiness and workforce development, and food and utility assistance. As identified in the Strategic Plan, the City has also expanded ASL programming, coordinated with HOAs for local outreach, and partnered with nonprofits to increase access to supportive services. Emergency response services and resources for domestic violence survivors, individuals experiencing homelessness, and families in crisis remain critical components of the City's social service strategy. These services are integral to maintaining health, safety, and quality of life, particularly in LMI communities.

How were these needs determined?

Tamarac assessed public service needs through public engagement efforts, including stakeholder consultations, workshops, and surveys targeting residents and service providers. The City coordinated with nonprofit partners, health agencies, and local organizations to identify service delivery gaps and emerging challenges. Trends observed in prior Annual Action Plans, combined with demographic data and feedback from groups such as the Parks and Recreation Board and Code Enforcement Board, informed the prioritization of resources. Input from providers serving seniors, youth, and individuals with disabilities played a key role in shaping a range of services that address the broad needs of the community and promote access to resources.

Housing Market Analysis

MA-05 Overview

Market Analysis Overview:

Tamarac, located in northwestern Broward County, is part of the vibrant and economically dynamic South Florida metropolitan region. While the city offers proximity to major employment centers such as Fort Lauderdale, Sunrise, and Miami, a large segment of Tamarac’s working population continues to commute outside the city for employment. According to regional commuting patterns, many residents travel to neighboring cities—particularly Fort Lauderdale—for work, emphasizing the importance of expanding local employment opportunities to reduce out-commuting and improve economic self-sufficiency within Tamarac.

The city’s economy is supported by a mix of industries, including healthcare, retail, logistics, professional services, and administrative support. However, as Tamarac’s population continues to change and as the workforce ages, there is an increasing need to match residents' skills with growth industries, including health services, information technology, and clean energy. As outlined in the Tamarac Strategic Plan, the City is actively pursuing economic development strategies that focus on attracting high-quality businesses and revitalizing commercial corridors such as SR 7/Commercial Boulevard and the Uptown Tamarac area.

Workforce development remains a key priority. Tamarac collaborates with local and regional organizations such as OIC of South Florida to offer free workforce readiness training, career coaching, and job placement services. These efforts aim to improve the employability of residents—especially those from low- to moderate-income households—by equipping them with industry-relevant certifications and soft skills required in today’s labor market. Initiatives also include the City’s support of locally owned businesses through targeted procurement strategies and small business grants. Business support and economic revitalization are facilitated through the Tamarac Economic Development Division and partnerships with the Tamarac North Lauderdale Chamber of Commerce. These organizations provide resources for local entrepreneurs, networking events, and promotional campaigns aimed at retaining and growing small businesses. While Tamarac does not have a formal Community Redevelopment Agency (CRA), the City supports revitalization efforts through targeted grant programs, infrastructure improvements, and façade enhancement initiatives in commercial zones.

As Tamarac moves forward, its vision for a competitive and comprehensive economy is guided by coordinated planning, targeted investment in high-potential sectors, and workforce upskilling. By enhancing collaboration between public agencies, educational partners, and the private sector, Tamarac is working to cultivate a resilient local economy that supports sustainable job creation and broad economic opportunity for all residents.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

This section provides an overview of Tamarac's economic development, with a focus on key areas such as business sector employment, unemployment rates, commuting times, and education levels. The accompanying table outlines employment distribution across the city's business sectors. Additionally, the analysis delves into trends in unemployment, average commuting times for workers, and educational attainment, all of which play significant roles in shaping Tamarac's economic landscape and future growth.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	31	2	0%	0%	0
Arts, Entertainment, Accommodations	3,384	1,227	10%	7%	-3
Construction	1,787	676	5%	4%	-1
Education and Health Care Services	7,558	3,432	23%	21%	-2
Finance, Insurance, and Real Estate	3,353	1,308	10%	8%	-2
Information	475	169	2%	1%	-1
Manufacturing	2,216	581	5%	4%	-1
Other Services	1,794	292	5%	2%	-3
Professional, Scientific, Management Services	5,021	1,856	15%	11%	-4
Public Administration	1,650	523	5%	3%	-2
Retail Trade	3,428	2,190	10%	13%	3
Transportation and Warehousing	2,786	2,385	7%	15%	8
Wholesale Trade	1,229	1,763	3%	11%	8
Total	34,712	16,404	-	-	-

Table 4 - Business Activity

Data Source: 2018-2022 ACS (Workers), 2022 LEHD (Jobs)

Data Source Comments: The most recent year available for LEHD data was 2022.

Share of Workers

Tamarac faces a worker-to-job imbalance, underscoring the need to expand local employment opportunities. The city's labor force includes 34,712 working residents, yet only 16,404 jobs exist within the city of Tamarac. This disparity forces nearly 18,000 local residents to commute elsewhere for employment, contributing to longer commute times and reducing overall quality of life.

The mismatch between available jobs and skilled workers is particularly evident across several key industries:

- Education and Health Care Services – Over 4,100 more skilled workers than available jobs.
- Professional, Scientific, Management Services – Around 3,200 more skilled workers than local jobs
- Arts, Entertainment, Accommodations – Over 2,100 more skilled workers than local jobs
- Finance, Insurance, and Real Estate – Nearly 2,000 more skilled workers than local jobs

To bridge this gap, Tamarac must focus on attracting and expanding businesses in sectors where skilled workers already exist. Aligning economic development strategies with workforce strengths—such as those outlined in Section NA-50—can create sustainable job growth, reduce outbound commuting, and retain more economic activity within the city. Enhancing local employment opportunities will not only improve workforce stability but also contribute to Tamarac's long-term economic resilience and growth.

Labor Force

Total Population in the Civilian Labor Force	37,793
Civilian Employed Population 16 years and over	35,333
Unemployment Rate	3.0%
Unemployment Rate for Ages 16-24	13.1%
Unemployment Rate for Ages 25-65	4.9%

Table 5 - Labor Force

Alternate Data Source: ACS 2019-2023; BLS Unemployment 2023

Data Source Comments: All data except Unemployment Rate from 2019-2023 ACS

Unemployment Rate

There are several methods for measuring unemployment, each with distinct advantages and limitations. The U.S. Census collects annual unemployment data by census tract, enabling geographic comparisons of unemployment rates across smaller areas. However, this data is typically two or more years old, making it less useful for real-time analysis. In contrast, the Bureau of Labor Statistics (BLS) provides monthly unemployment data, which is more current but only available at the city level, limiting its ability to reflect localized trends within specific neighborhoods or tracts.

2022 Unemployment Rates

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
4.2	3.6	3.3	3.1	3.0	3.6	3.2	3.3	3.2	3.1	3.0	2.6

2023 Unemployment Rates

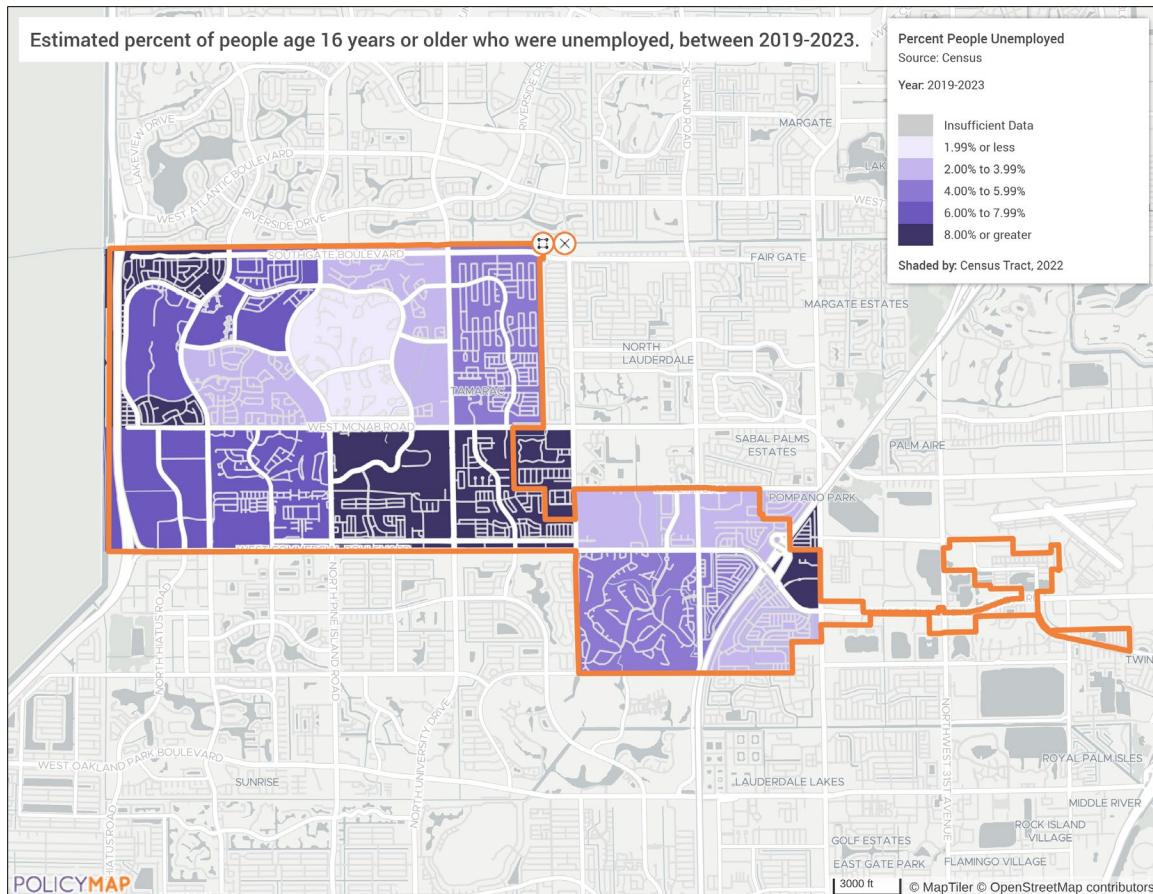
Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2.9	2.8	2.7	2.4	2.8	3.1	3.4	3.6	3.4	3.2	3.1	3.1

Table 1 - Unemployment Rate, BLS – Tamarac, FL

In 2023, Tamarac demonstrated improved employment conditions compared to the previous year. The city's monthly unemployment rate consistently remained below 4.0% for most of the year, beginning at 2.9% in January, declining to a low of 2.4% in April, and concluding the year again at 3.1%. This contrasts with 2022, when unemployment rates ranged more widely—from a low of 2.6% in December to a high of 4.2% in January. The average unemployment rate in 2022 was approximately 3.3%, compared to 3.0% in 2023, reflecting a year-over-year decline. This trend suggests a strengthening local labor market, despite ongoing challenges such as the mismatch between available jobs and resident workforce skills. These improvements indicate progress in employment stability but also underscore the importance of continued investment in workforce alignment and job creation within Tamarac.

Unemployment Rate

The map illustrates the overall low unemployment rate variations across Tamarac between 2019 and 2023, with darker-shaded areas representing higher unemployment rates, exceeding 8%. Conversely, lighter-shaded regions indicate lower unemployment levels, with the lowest rates falling below 2%. This geographic distribution highlights disparities in employment conditions within different census tracts of the City while also displaying an overall strong job market with relatively low unemployment rates.



Unemployment Distribution

Occupations by Sector

Occupations by Sector	Number of People
Management, business and financial	12,233
Farming, fisheries and forestry occupations	13
Service	7,146
Sales and office	8,998
Construction, extraction, maintenance and repair	3,073
Production, transportation and material moving	3,870

Table 6 – Occupations by Sector

Alternate Data Source: 2019-2023 ACS

Occupations by Sector

The "Occupations by Sector" table highlights the distribution of job types across various industries in Tamarac, providing a different perspective from a previous table that categorized jobs by industry sector. For example, managerial roles—whether in corporate offices or retail—are classified under "Management, Business, and Financial" in this table, whereas they would be categorized based on industry in the prior table.

In Tamarac, the largest occupational group is the Management, Business, and Financial sector, which accounts for approximately 12,233 jobs. The second largest occupational category is the Sales and Office sector, comprising 8,998 jobs. These sectors include key roles such as managers, financial analysts, business professionals, sales and administration roles, underscoring the significance of both professional and sales-related occupations within the city's workforce.

Travel Time

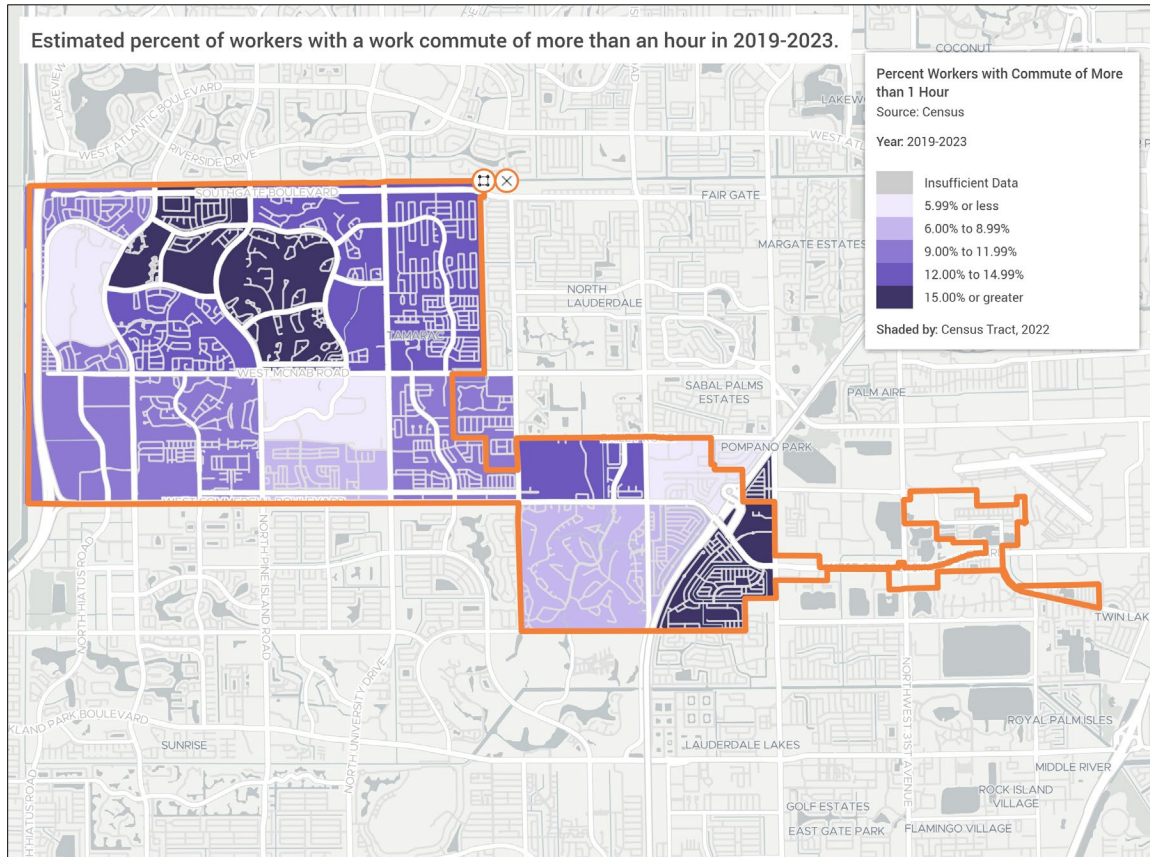
Travel Time	Number	Percentage
< 30 Minutes	16,187	52.7%
30-59 Minutes	11,027	35.9%
60 or More Minutes	3,502	11.4%
Total	30,715	100%

Table 7 - Travel Time

Alternate Data Source Name: 2019-2023 ACS

Commute Travel Time

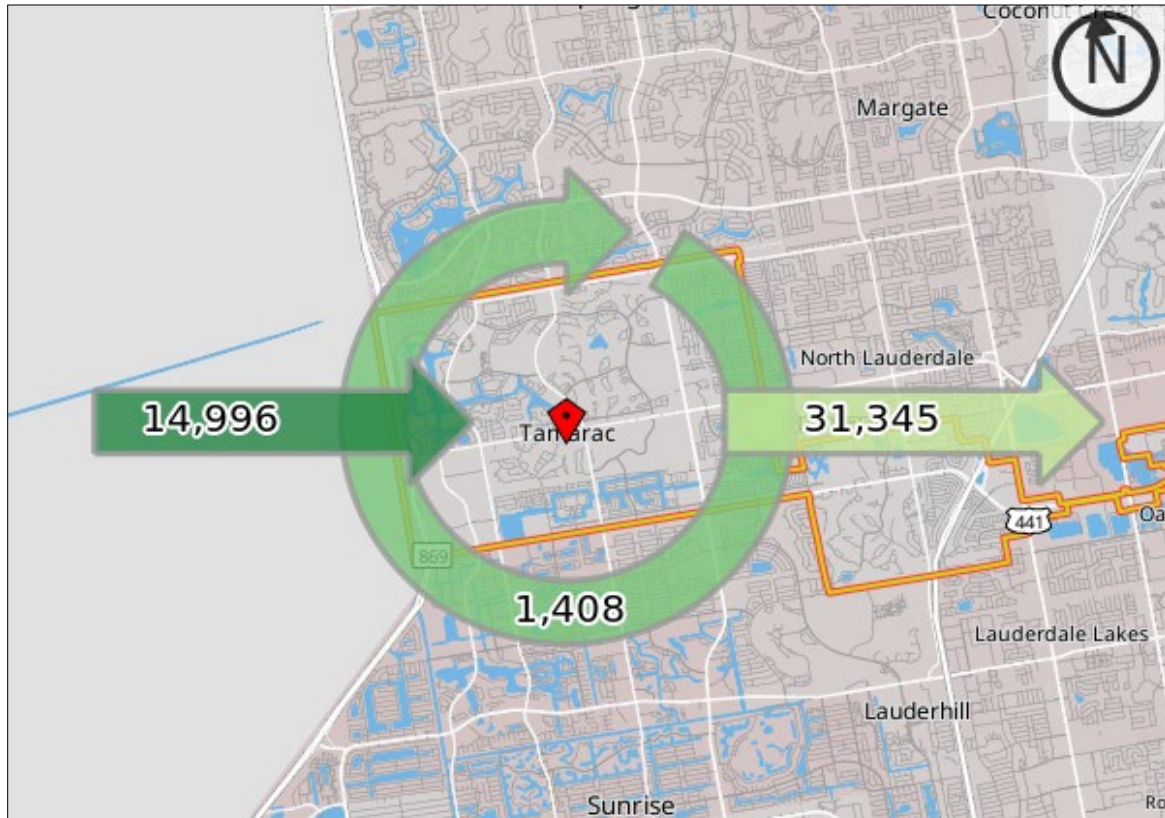
Tamarac has a moderate prevalence of long commutes, with most areas reporting between 3% and 9% of workers traveling over an hour for work. However, certain areas, marked by darker shading, exceed 12%, indicating a higher reliance on distant employment. These patterns highlight the need for expanded local job opportunities and enhanced transportation infrastructure to alleviate commute burdens, improve work-life balance, and support economic sustainability.



Commute Time More Than 1 Hour

Inflow-Outflow of Jobs in 2022

The map below illustrates the job inflow and outflow in Tamarac, highlighting the city's significant commuting patterns. Only 1,408 Tamarac residents are employed within city limits, while approximately 31,345 residents commute outside the city for work. Conversely, 14,996 individuals who work in Tamarac live outside the city, demonstrating a reliance on external labor sources. This imbalance underscores the need for expanded local job opportunities to retain more of Tamarac's workforce within the city, reducing commute times and strengthening the local economy.



Inflow-Outflow of Jobs in 2022

	Count
Employed in the Selection Area	16,404
Employed and Living in the Selection Area	1,408
Employed in the Selection Area but Living Outside	14,996
Living in the Selection Area but Employed Outside	31,345

Data Source: 2022 LEHD Inflow/Outflow Job Counts

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	2,226	51	932
High school graduate (includes equivalency)	7,536	924	1,859
Some college or Associate's degree	9,792	683	1,390
Bachelor's degree or higher	9,427	387	1,295

Table 8 - Educational Attainment by Employment Status

Data Source: ACS 2019-2023

Educational Attainment by Employment Status

Educational attainment is a key determinant of economic success, influencing both employment stability and earning potential. In Tamarac, unemployment rates vary significantly by education level: residents in the workforce with a high school diploma face a 9.1% unemployment rate, while those with a bachelor's degree or higher experience a much lower rate of 3.5%.

Labor force participation also increases with educational attainment. Only 70.8% of residents without a high school diploma are active in the workforce, nearly 17.5% lower than the 88.3% participation rate of those with a bachelor's degree or higher. These trends highlight the importance of workforce development programs, job training initiatives, and higher education access in expanding employment opportunities and enhancing economic mobility for Tamarac residents.

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	41	69	101	754	2,005
9th to 12th grade, no diploma	508	308	279	1,682	841
High school graduate, GED, or alternative	1,503	2,345	1,765	6,046	6,237
Some college, no degree	1,295	2,485	1,497	3,912	3,874
Associate's degree	520	1,359	858	1,672	1,456
Bachelor's degree	325	1,550	2,245	3,452	2,527
Graduate or professional degree	57	1,048	1,188	1,582	1764

Table 9 - Educational Attainment by Age

Data Source: ACS 2019-2023

Educational Attainment by Age

The previous table provides a detailed breakdown of educational attainment by age for residents 18 and older in Tamarac, offering insight into education trends and their impact on workforce development and economic mobility. While higher education levels are generally more prevalent among older age groups, this pattern is not universal.

In Tamarac, those with undergraduate (Associate’s Degree and Bachelor’s Degree) as well as graduate or professional degrees are most common among residents aged 45 and older, reflecting an established workforce with extensive career experience and advanced educational attainment. Those between the ages of 25 and 44 also have a notable percentage of individuals who have obtained some level of college education. These trends emphasize the importance of continued access to education and skill development programs to support a dynamic and evolving labor market, ensuring that workers of all ages have the qualifications needed to succeed in Tamarac’s economy.

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	\$30,162
High school graduate (includes equivalency)	\$36,274
Some college or Associate's degree	\$38,542
Bachelor's degree	\$58,869
Graduate or professional degree	\$61,482

Table 10 - Median Earnings in the Past 12 Months

Alternate Data Source Name: ACS 2018-2022

Median Earnings by Educational Attainment

Educational attainment is a key determinant of potential earnings and financial stability. In Tamarac, individuals with higher education levels experience significantly greater median earnings. For instance, a person with a Bachelor's degree typically earns just below twice as much as someone without a high school diploma. Similarly, those with a graduate or professional degree can expect to earn around 70% more than someone with a high school education. Over the span of a career, this income disparity becomes even more pronounced. An individual with a Bachelor’s degree working from age 18 to 62 can expect to earn around \$2.59 million, compared to approximately \$1.6 million for someone with only a high school diploma working from age 18 to 62—an earnings difference of nearly \$1 million in their lifetime. This gap in lifetime earnings contributes significantly to wealth accumulation, further supported by the higher likelihood of home ownership, investments, and retirement savings often associated with higher salaries.

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The Education and Health Care Services sector is a cornerstone of Tamarac's economy, accounting for 7,558 workers, which represents just over one-fifth of all local employment. This same sector provides the largest share of local job opportunities with around 3,432 jobs in this sector, accounting for approximately 21% of all jobs.

While the Education and Health Care Services sector demonstrates a significant workforce-job mismatch, additional sectors such as the Professional, Scientific, and Management Services Sector, the Arts, Entertainment, and Accommodations Sector have significantly more skilled workers in these sectors than local jobs within Tamarac. This disparity highlights an opportunity for targeted economic development efforts to attract more education and healthcare-related employers to Tamarac, aligning job availability with workforce skills and reducing the need for residents to commute elsewhere for employment.

These industries are critical to Tamarac's economic stability, providing essential services, workforce opportunities, and long-term growth potential. Expanding local job opportunities in underrepresented fields will be key to balancing employment distribution and strengthening the city's economic resilience.

Describe the workforce and infrastructure needs of the business community:

Tamarac businesses are experiencing challenges in aligning the local workforce's skills with the demands of emerging industries. Key areas of concern include:

- **Skills Gap:** There is a need for workforce development programs that focus on upskilling residents in areas such as healthcare, information technology, and advanced manufacturing. The Florida Workforce Needs Survey 2.0 emphasizes the importance of aligning educational programs with industry requirements to address these gaps.
- **Local Employment Opportunities:** A significant portion of Tamarac's workforce commutes to neighboring cities for employment. Efforts to attract businesses that can provide local job opportunities are essential to reduce this outflow and enhance the city's economic self-sufficiency.
- **Workforce Development Initiatives:** Collaborations with organizations like CareerSource Broward are crucial. Events such as the "State of the Workforce" provide platforms for employers to connect with potential employees and access resources for workforce training and development.

Infrastructure Needs

To support its business community effectively, Tamarac must address several infrastructure-related challenges:

- **Transportation and Connectivity:** The city's layout, characterized by wide roads and limited public transportation options, poses barriers to connectivity between residential areas and business centers. Enhancing multi-modal transportation options, including bike paths and improved bus services, is vital for better accessibility.

- **Commercial Development and Redevelopment:** There is a need for revitalizing existing commercial areas and developing new ones to attract and retain businesses. The city's focus on smart development and business attraction, including mixed-use projects, aims to create dynamic environments conducive to business growth.
- **Permitting and Regulatory Processes:** Streamlining the permitting process is essential for encouraging business development. Tamarac's recognition as a Platinum Permitting City by the Greater Fort Lauderdale Alliance reflects its commitment to efficient and expedited permitting procedures.

Addressing these workforce and infrastructure needs is crucial for Tamarac to foster a thriving business environment that supports local employment and economic growth.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Tamarac is undergoing significant economic transformations driven by both public and private sector investments. These developments are poised to impact job creation, business growth, and infrastructure needs in both the short and long term.

Major Economic Developments in Tamarac

1. Commercial Revitalization and Business Expansion

Tamarac is actively revitalizing its commercial corridors to attract new businesses and enhance local amenities. Notable developments include the opening of new establishments such as Culver's and Raising Cane's, and the renovation of shopping centers like McNabb Plaza, which is undergoing a \$3.9 million upgrade. Additionally, the Tamarac Marketplace is repurposing its movie theater into an indoor pickleball court and gym, reflecting a trend towards multifunctional community spaces.

2. Healthcare Infrastructure Investment

HCA Florida Woodmont Hospital has announced a \$60 million investment to enhance its services, including the addition of a new cardiac catheterization lab. This expansion is expected to create healthcare jobs and improve medical services for residents.

3. Public Safety and Infrastructure Enhancements

The city has allocated \$1.7 million in its 2025 budget to bolster public safety, including hiring nine new law enforcement officers and implementing an automated license plate reader program. These measures aim to improve crime detection and emergency response capabilities.

4. Sustainability and Utilities Upgrades

Tamarac is investing in sustainability initiatives, such as implementing a smart water metering system and constructing a new \$25 million water treatment plant control building. These projects aim to enhance efficiency and conservation efforts.

Emerging Needs from Economic Changes

Workforce Development

The influx of new businesses and healthcare facilities necessitates a skilled workforce. Tamarac is partnering with organizations like CareerSource Broward and the Urban League of Broward County to provide workforce training and development programs. Events such as the "Paychecks for Patriots Job Fair" have connected over 1,200 job seekers with 400 employers, highlighting the city's commitment to workforce development.

Business Support

To support small businesses, Tamarac offers resources through its Economic Development Division, including the Business Concierge Program, which provides personalized assistance to entrepreneurs. The city also collaborates with the Florida Small Business Development Center Network to offer consulting and training services.

Infrastructure Development

The city's growth underscores the need for infrastructure enhancements, particularly in transportation and connectivity. Efforts are underway to improve multi-modal transportation options and modernize public facilities to accommodate the expanding population and business community.

These strategic investments and initiatives position Tamarac for sustained economic growth, improved public services, and enhanced quality of life for its residents.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

There is a clear disconnect between the skills and education levels of Tamarac's workforce and the structure of available local employment. This mismatch underscores the city's need for strategic workforce development, business attraction, and training alignment initiatives.

Education vs. Employment Opportunities in Tamarac

Tamarac's workforce is relatively well-educated, with a strong presence of residents holding some college or an associate's degree (9,792 employed) and those with a bachelor's degree or higher (9,427 employed). Despite this, job opportunities within the city do not fully align with the educational attainment of its residents.

- **High-Skill Labor Surplus:** Sectors such as professional, scientific, and management services and education and healthcare show a significantly larger number of local workers than available jobs. For example, while 5,021 residents work in professional and scientific services, there are only 1,856 jobs available locally—a deficit that reflects a gap between educational levels and local job availability.
- **Commuter Workforce:** This job-worker imbalance contributes to the high rate of out-commuting. Many skilled residents must seek employment in nearby cities, such as Fort Lauderdale, where a broader range of industries and higher wage levels are more closely aligned with their qualifications.

- **Underrepresentation of High-Wage Sectors:** Sectors such as information technology, finance, and advanced manufacturing—often associated with high wages and requiring higher education—are currently underrepresented in Tamarac’s local economy.

Workforce and Business Development Needs

Given this dynamic, Tamarac faces several pressing needs:

- **Enhanced Local Job Creation:** The city must continue attracting employers in high-skill sectors that match the capabilities of the current workforce. This includes incentivizing professional, technical, and healthcare firms to locate within Tamarac.
- **Workforce Training and Upskilling:** Even with a relatively well-educated population, there is an ongoing need for job readiness and skills-alignment programs. Initiatives like the City’s partnerships with organizations such as OIC of South Florida and CareerSource Broward are essential for closing training gaps and preparing residents for evolving workforce demands.
- **Support for Small Businesses and Entrepreneurship:** By providing technical assistance, financial resources, and business development programs through platforms like the Tamarac Economic Development Division, the city can empower local entrepreneurs to create jobs that utilize the available skill base.
- **Infrastructure to Support Business Growth:** As the city continues investing in revitalized commercial corridors and sustainable development (e.g., Uptown Tamarac and SR7 corridor initiatives), it must ensure these areas are equipped to support business operations, including broadband access, modern utilities, and transportation connectivity.

In summary, while Tamarac has a solid base of educated workers, the lack of local employment opportunities in corresponding sectors necessitates focused investment in job creation, workforce alignment, and infrastructure enhancements to better connect residents with sustainable, well-paying careers within the city.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Tamarac is actively engaged in workforce training initiatives that align with its 2025–2029 Consolidated Plan goals, focusing on enhancing employment opportunities for low- to moderate-income (LMI) residents, addressing skill gaps, and supporting economic development. Key programs include:

CareerSource Broward Programs

CareerSource Broward, the local Workforce Investment Board, offers several programs tailored to meet the needs of Tamarac's workforce:

- **Occupational Training Scholarships:** Eligible residents can receive up to \$12,000 to cover tuition, books, and supplies for in-demand career training. This initiative supports individuals in acquiring the education and skills needed to succeed in today's labor market.
- **On-the-Job Training (OJT) Grants:** Employers in Tamarac can benefit from wage reimbursements ranging from 50% to 75% when they hire and train eligible candidates. This program encourages businesses to invest in workforce development while reducing training costs.
- **Incumbent Worker Training Grants:** Existing employees can receive up to 90% funding for training programs aimed at enhancing their skills and competitiveness. This initiative helps businesses retain talent and improve productivity.
- **Summer Youth Employment Program:** This program provides high school juniors and seniors with paid work experience during the summer, fostering early career development and job readiness.

Broward College's Broward UP Initiative

Broward College, through its Broward UP (Unlimited Potential) program, offers free workforce training and support services directly in neighborhoods throughout Broward County, including Tamarac:

- **Free Courses and Certifications:** Residents can enroll in various programs such as Medical Billing and Coding, ECG Technician, Pharmacy Technician, OSHA Standards in Construction, Marketing, Supply Chain Logistics, Video Design, and Project Management. These courses are designed to equip individuals with industry-recognized credentials.
- **Community-Based Learning:** Broward UP brings education directly to communities, removing barriers to access and ensuring that residents can improve their skills conveniently.

OIC of South Florida Programs

OIC of South Florida provides demand-driven, integrated, and customizable workforce development services tailored to individuals aged 17 and older:

- **Vocational Training and Career Pathways:** Programs focus on enhancing basic academic skills while providing industry-recognized vocational training, crafting personalized career pathways for each individual.
- **Specialized Programs:** Initiatives like the Women Workforce Empowerment Program and the SOAR Young Adult Reentry Partnership offer targeted support to specific populations, promoting broad workforce development.

These collaborative efforts between local organizations and educational institutions are integral to Tamarac's strategy for economic growth and community development. By investing in workforce training and education, the city aims to empower residents, attract new businesses, and ensure a resilient and dynamic economy.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes, Tamarac actively participates in regional economic development planning through its involvement with the South Florida Regional Planning Council (SFRPC).

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

As part of the South Florida Regional Planning Council's (SFRPC) jurisdiction, the City of Tamarac actively contributes to the *South Florida Comprehensive Economic Development Strategy (CEDS) 2022–2027*. This regional strategy promotes economic growth across Broward, Miami-Dade, and Monroe counties by prioritizing comprehensive workforce development, infrastructure resilience, and business continuity. Tamarac's participation ensures local programs are aligned with broader regional objectives, enhancing access to federal funding opportunities and facilitating a unified approach to economic resilience, investment attraction, and job creation throughout the city.

Local and Regional Economic Development Initiatives

1. Commercial Corridor Revitalization and Business Attraction:

Tamarac is advancing several high-impact commercial redevelopments and placemaking efforts aimed at enhancing key business corridors and drawing private investment. Projects include the Tamarac Marketplace redevelopment, where underutilized commercial space is being repurposed for recreational and wellness-focused uses, and the McNab Plaza renovation, which is undergoing a \$3.9 million improvement effort. These initiatives, paired with infrastructure improvements and targeted façade enhancement grants, are designed to modernize commercial areas, generate business activity, and create local employment opportunities.

2. Workforce Development and Career Readiness Programs:

Workforce readiness is central to Tamarac's long-term economic strategy. Through CareerSource Broward, residents may receive up to \$12,000 in scholarships for training in high-demand sectors,

including healthcare, IT, and skilled trades. The City also partners with OIC of South Florida, which provides career coaching and vocational training, and Broward College’s Broward UP™ initiative, which delivers no-cost courses and certifications directly within the community. These programs advance the Consolidated Plan’s emphasis on expanding economic opportunity and reducing employment barriers for low- to moderate-income households.

3. Regional and Countywide Planning Alignment:

Tamarac’s economic objectives align with the Broward County Comprehensive Plan – Economic Development Element, which focuses on redevelopment of aging corridors, smart land use planning, and strengthening economic connectivity across municipalities. The County’s emphasis on adaptive reuse, workforce access and opportunity, and enhanced public infrastructure supports Tamarac’s strategies for sustainable growth, particularly in historically underserved or economically distressed areas.

Impact on Tamarac’s Economic Growth

The coordination of local initiatives with regional strategies is expected to yield substantial long-term economic benefits for Tamarac:

- **Attracting New Investment:** Redevelopment of key commercial nodes, streamlined permitting processes, and infrastructure upgrades have positioned Tamarac as an attractive destination for retail, hospitality, and healthcare-related investment.
- **Expanding Employment Access:** Career training and workforce development programs increase residents’ access to stable, well-paying jobs—particularly important for addressing the city’s worker-to-job imbalance.
- **Revitalizing Neighborhoods:** Public-private partnerships, business incentive programs, and corridor beautification efforts are enhancing neighborhood character, increasing property values, and fostering community pride.

By integrating local priorities with countywide and regional strategies, Tamarac is establishing a robust framework for comprehensive and sustainable economic development through 2029 and beyond. These efforts are critical to achieving the goals outlined in the City’s 2025–2029 Consolidated Plan, particularly in supporting low- to moderate-income communities through workforce investment, small business growth, and infrastructure modernization.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

HUD defines “housing problems” based on four specific data points: cost burden, overcrowding, lack of complete plumbing facilities, and lack of complete kitchen facilities. In Tamarac, housing issues are infrequent overall, except for cost burden. According to the 2019-2023 ACS 5-Year Estimates, the citywide rates are as follows:

- Cost Burden Renters: 71.5%
- Cost Burden Homeowners: 42.1%
- Overcrowding: 2.9%
- Lack of Complete Plumbing Facilities: 0.2%
- Lack of Complete Kitchen Facilities: 0.3%

For an area to be considered "concentrated" with housing issues, it must exhibit two or more problems significantly above the citywide averages, using HUD's definition of “disproportionate.” This threshold in Tamarac is 10 percentage points higher than the city average, equating to: a cost burdened renter above 81.5%, a cost burdened homeowner above 52.1%, overcrowding above 12.9%, lack of plumbing facilities above 10.2%, and lack of kitchen facilities above 10.3%.

In Tamarac, there are no tracts that meet the criteria for having more than one concentrated housing problem.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

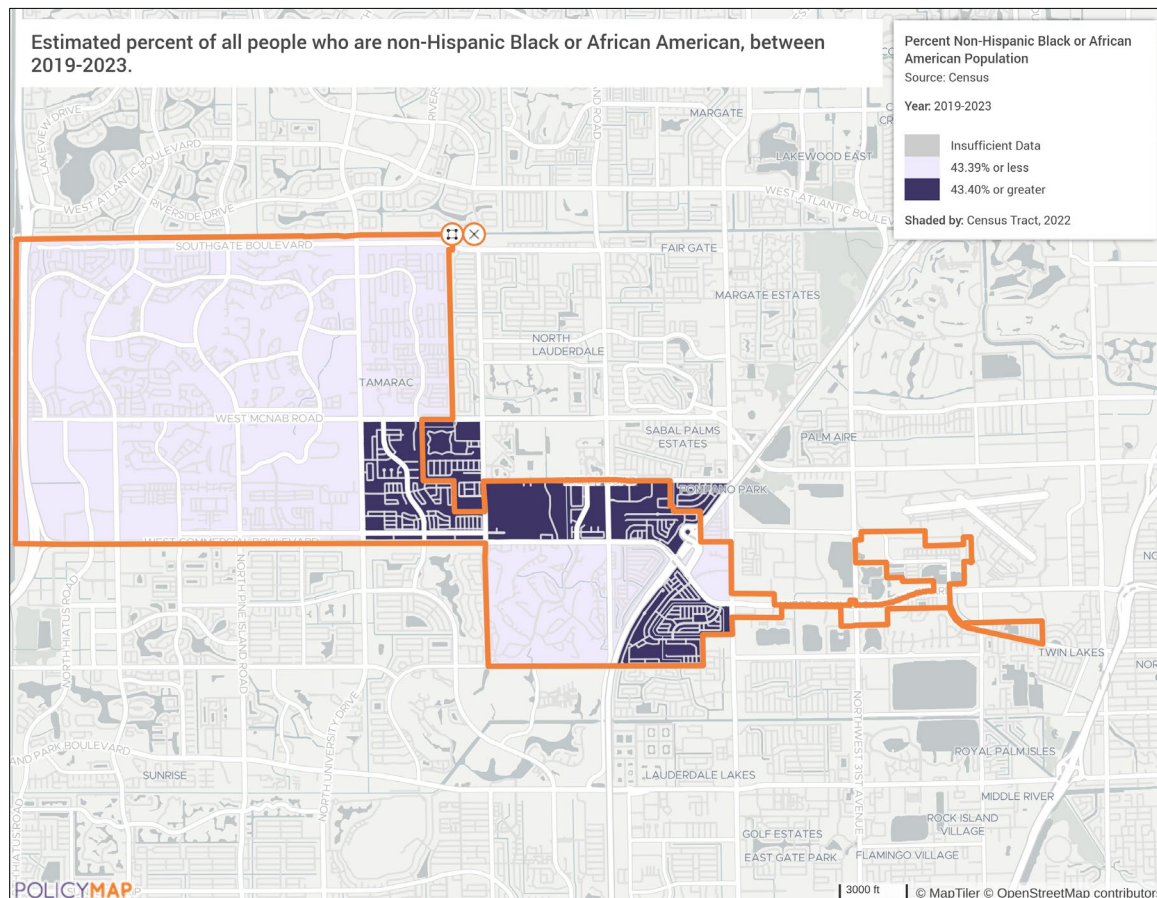
For the purposes of this analysis a “racial or ethnic concentration” will be any Census Tract where a racial or ethnic group makes up 10 percent or more of the population than the city as a whole. According to the 2019-2023 ACS 5-Year estimates the racial and ethnic breakdown of Tamarac’s population is:

- Black, non-Hispanic: 33.4%
- White, non-Hispanic: 29.1%
- American Indian and Alaska Native, non-Hispanic: 0.0%
- Asian, non-Hispanic: 2.6%
- Native Hawaiian and Other Pacific Islander, non-Hispanic: 0.1%
- Other Race, non-Hispanic: 0.6%
- Two or More Races, non-Hispanic: 2.8%
- Hispanic or Latino: 31.5%

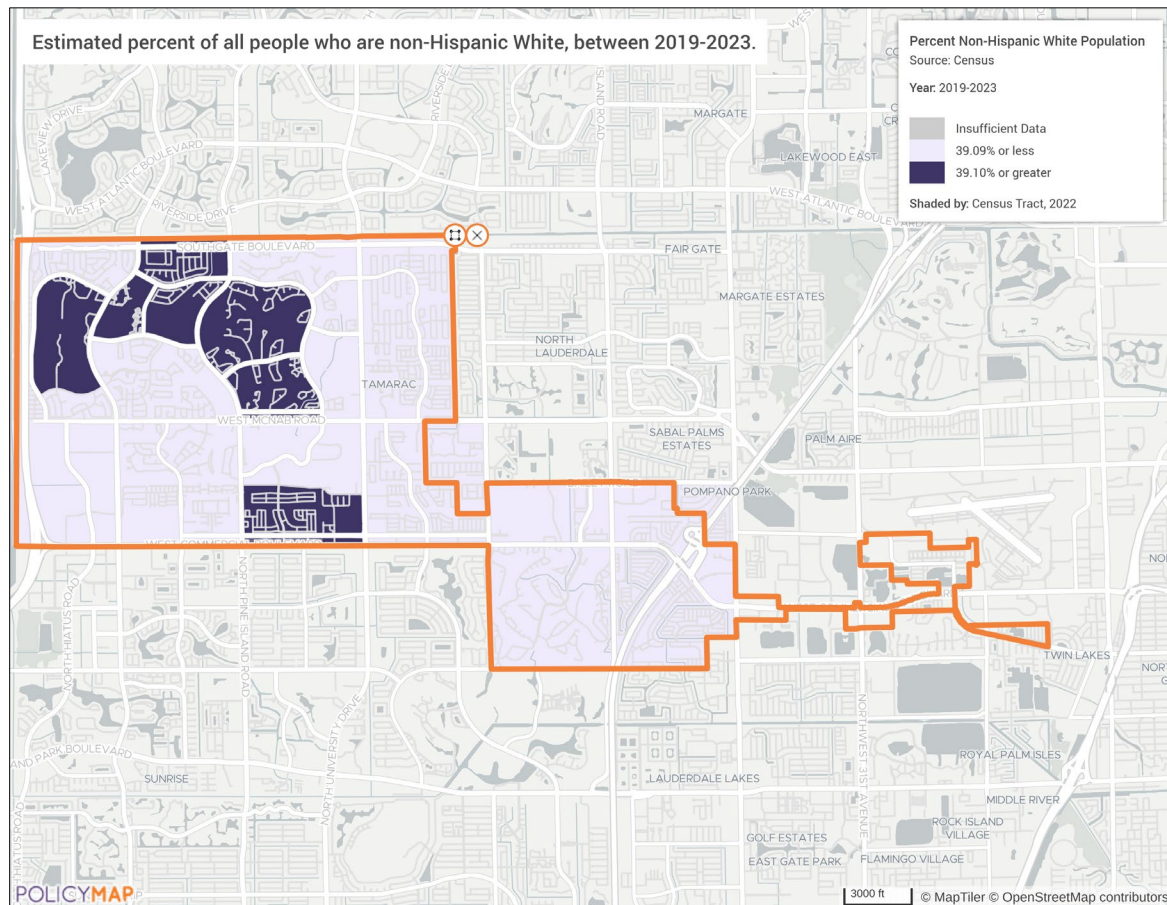
In Tamarac, Black/African American households are the largest demographic group, with significant concentrations in the lower central regions of Tamarac. Tamarac has a higher-than-average concentration of White and Hispanic households, with these groups making up a significant portion of the community.

Other racial or ethnic groups do not display notable concentrations based on the established analysis criteria. The maps below illustrate these racial and ethnic distributions across Tamarac, excluding populations without significant concentrations.

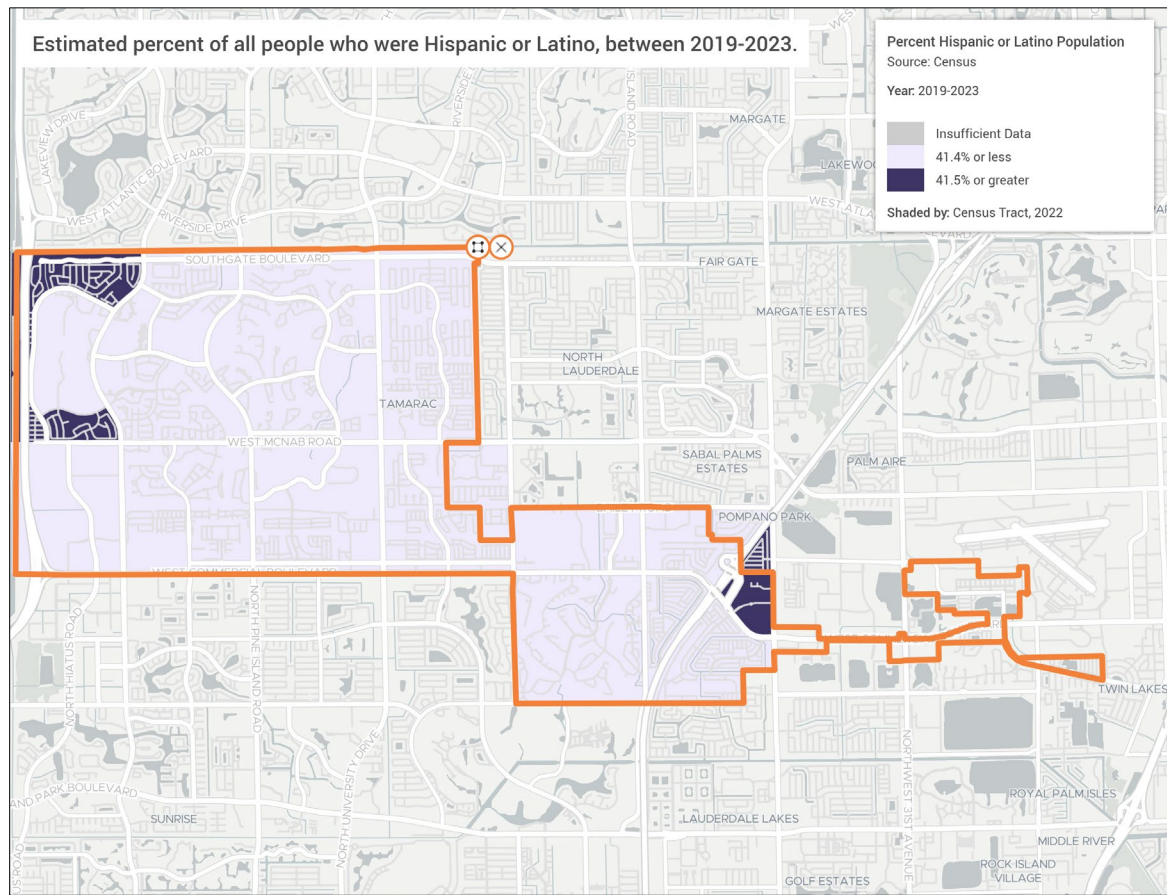
Concentration Black/African American (Non-Hispanic) households over 43.4%



Concentration White (Non-Hispanic) households over 39.1%



Concentration Hispanic / Latino households over 41.5%



Low Income Households

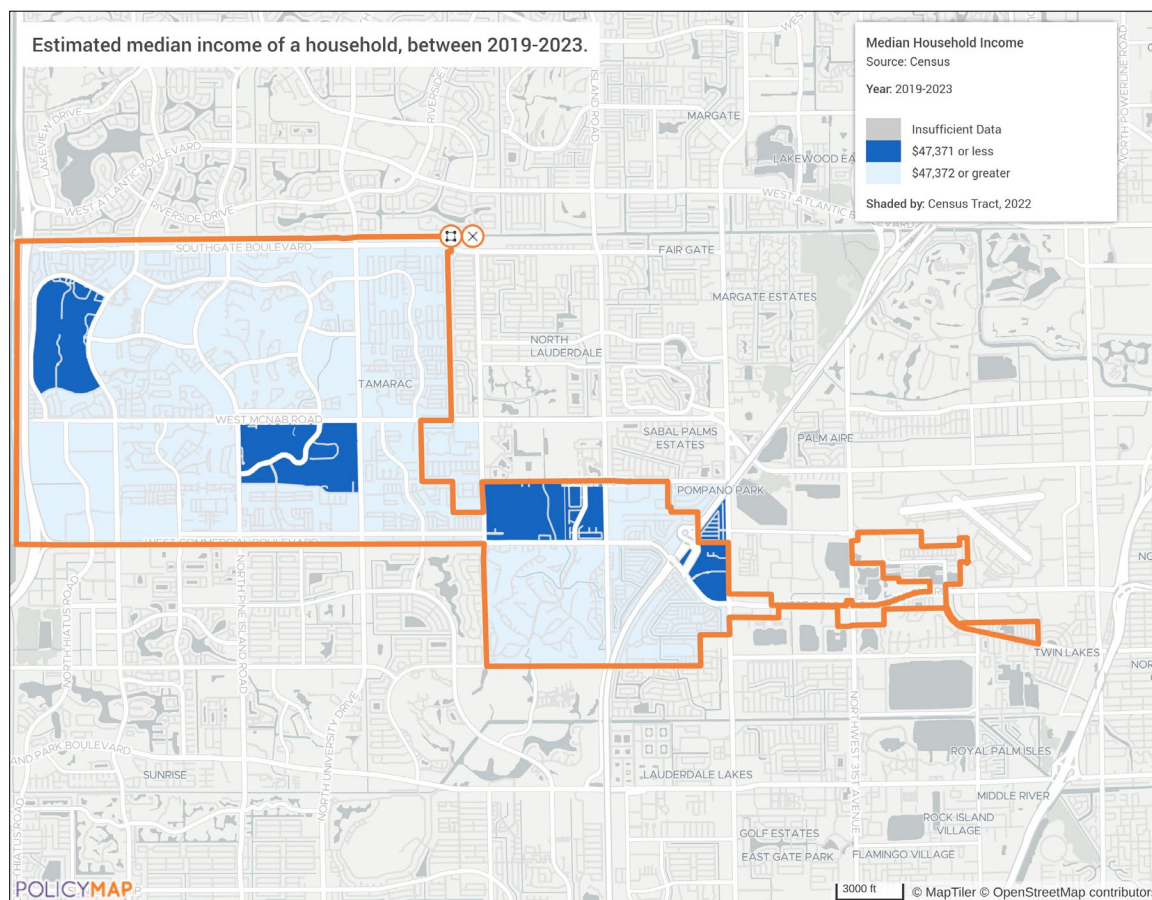
A “low-income concentration” is defined as any census tract where the median household income (MHI) is 80% or less of the median household income for Tamarac. According to the 2019-2023 American Community Survey (ACS) 5-Year Estimates, the Median Household Income (MHI) in Tamarac is \$59,216. Based on this threshold, a census tract would be considered to have a low-income (80% MHI or lower) concentration if the median household income for that tract is \$47,372 or less. The following Census Tracts have concentrations of low-income households:

Census Tract #12011020417

Census Tract #12011060128

Census Tract #12011060130

Census Tract #12011050309



What are the characteristics of the market in these areas/neighborhoods?

In Tamarac, low-income neighborhoods tend to exhibit a higher proportion of renter-occupied housing units compared to the citywide average. Much of the housing stock in these areas was developed between the 1970s and 1990s, and many units now show signs of aging and require significant repairs or modernization. These neighborhoods have seen limited new residential development in recent years, leading to a shortage of updated, affordable housing options for low- to moderate-income households.

Employment opportunities within Tamarac remain limited, contributing to high rates of commuting to other cities such as Fort Lauderdale for work. Public transportation is a critical resource in these communities, particularly for households without access to a vehicle. Local employment is often concentrated in service-sector jobs that may offer lower wages and fewer opportunities for upward mobility. Combined with aging housing and transportation dependency, these factors contribute to ongoing economic vulnerability in Tamarac's low-income neighborhoods.

Are there any community assets in these areas/neighborhoods?

Tamarac's low-income neighborhoods benefit from a number of location-based and institutional community assets. These include access to key arterial roads, which provide regional connectivity and support commercial activity, as well as public parks, libraries, and local schools that serve as community anchors. In addition, workforce development partners such as OIC of South Florida and CareerSource Broward operate within the region and provide valuable services including job readiness workshops and training programs that benefit residents in or near these neighborhoods.

Faith-based organizations, senior centers, and neighborhood groups also contribute to community cohesion and access to resources. These assets provide social and economic support networks that help mitigate some of the systemic challenges faced in low-income areas.

Are there other strategic opportunities in any of these areas?

Tamarac's low-income neighborhoods present several strategic opportunities for revitalization and dynamic economic development. Targeted investments in public infrastructure—such as roadway resurfacing, sidewalk repairs, stormwater improvements, and street lighting—can enhance neighborhood safety, aesthetics, and mobility. Revitalizing older commercial corridors can also attract small businesses and retail services that meet the needs of local residents while stimulating economic activity.

Improved transit connections, including expanded bus routes and pedestrian infrastructure, could reduce commuting burdens and improve access to employment centers. Additionally, advancing partnerships between the city, educational institutions, and workforce agencies can expand localized training opportunities in high-demand fields. These coordinated efforts can improve economic mobility and foster long-term stability in Tamarac's underserved neighborhoods.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Internet access is a critical component of modern communication and information-sharing, enabling users to benefit from the growing interconnectedness of business, education, commerce, and everyday activities. Reliable internet connectivity has become essential for success in today's economic landscape. Communities without broadband access face significant challenges in keeping pace with the rest of the country. The lack of broadband infrastructure limits residents' ability to access educational and entrepreneurial opportunities, which is especially concerning in low- to moderate-income (LMI) areas where economic opportunities are often limited.

Research from the Pew Research Center underscores the vital role that high-speed internet plays in enhancing educational and employment opportunities, particularly in underserved communities. The center's studies have shown that individuals with reliable broadband access are more likely to engage in online learning, apply for jobs, and participate in economic activities that can improve their quality of life.

Similarly, reports from the Federal Communications Commission (FCC) highlight the direct correlation between broadband availability and economic development. The FCC's findings indicate that regions with robust internet infrastructure experience higher rates of job creation, educational attainment, and overall community growth.

Tamarac enjoys comprehensive broadband coverage, with the vast majority of the city offering various internet service provider options, including in LMI areas. The average household has access to two (2) broadband-quality internet service options. According to ISPReports.org, Tamarac benefits from a variety of infrastructure options, including cable, fiber, fixed wireless, and DSL. Eighty-Nine percent (89%) of households have an internet connection with the city offering 99.71% availability. Of those households, 78% have fiber, cable, or DSL, 7% have satellite, 0% are still on dial-up, and 4% of households have internet but don't pay for a subscription because it's subsidized by the Affordable Connectivity Program. The map below illustrates broadband availability throughout the city, defined as advertised internet speeds of 768 kilobits per second or higher.

See map: Broadband Access

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

To ensure high-quality broadband service, it is crucial to foster competition among service providers. A lack of competition, where a single provider dominates an area, can diminish the incentive to deliver reliable and consistent services. According to ISPReports.org, Tamarac is served by thirteen (13) internet

providers offering residential service. Among these, Xfinity stands out as the leading provider in terms of coverage and speed. Internet providers throughout the city include:

Xfinity (Fiber and Cable)

EarthLink (Fiber, DSL, and Fixed Wireless)

AT&T (Fiber, DSL, and Fixed Wireless)

Blue Stream Fiber (Fiber and Cable)

Hotwire Communications (Fiber)

Atlantic Broadband (Cable)

T-Mobile Home Internet (Fixed Wireless)

Verizon (Fixed Wireless)

Dish (Satellite)

DirectTV (Satellite)

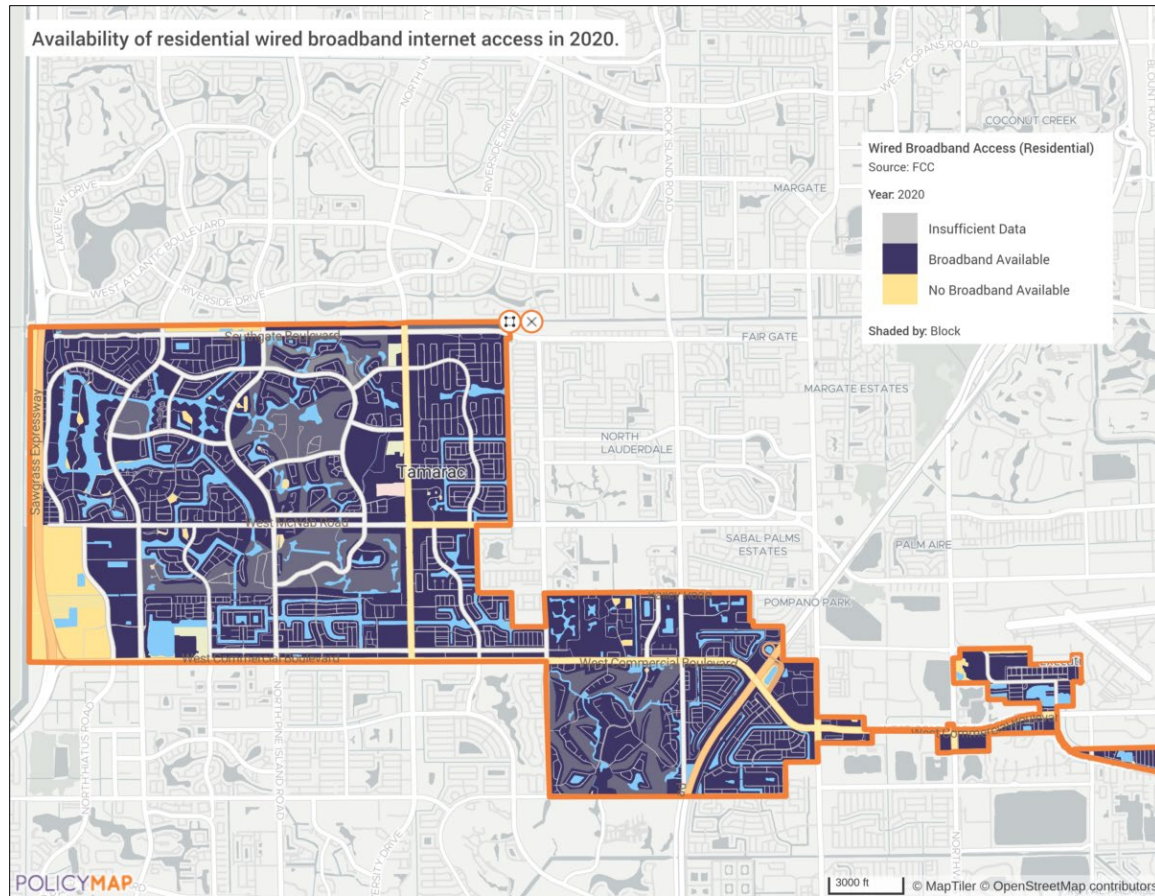
HughesNet (Satellite)

Viasat Internet (Satellite)

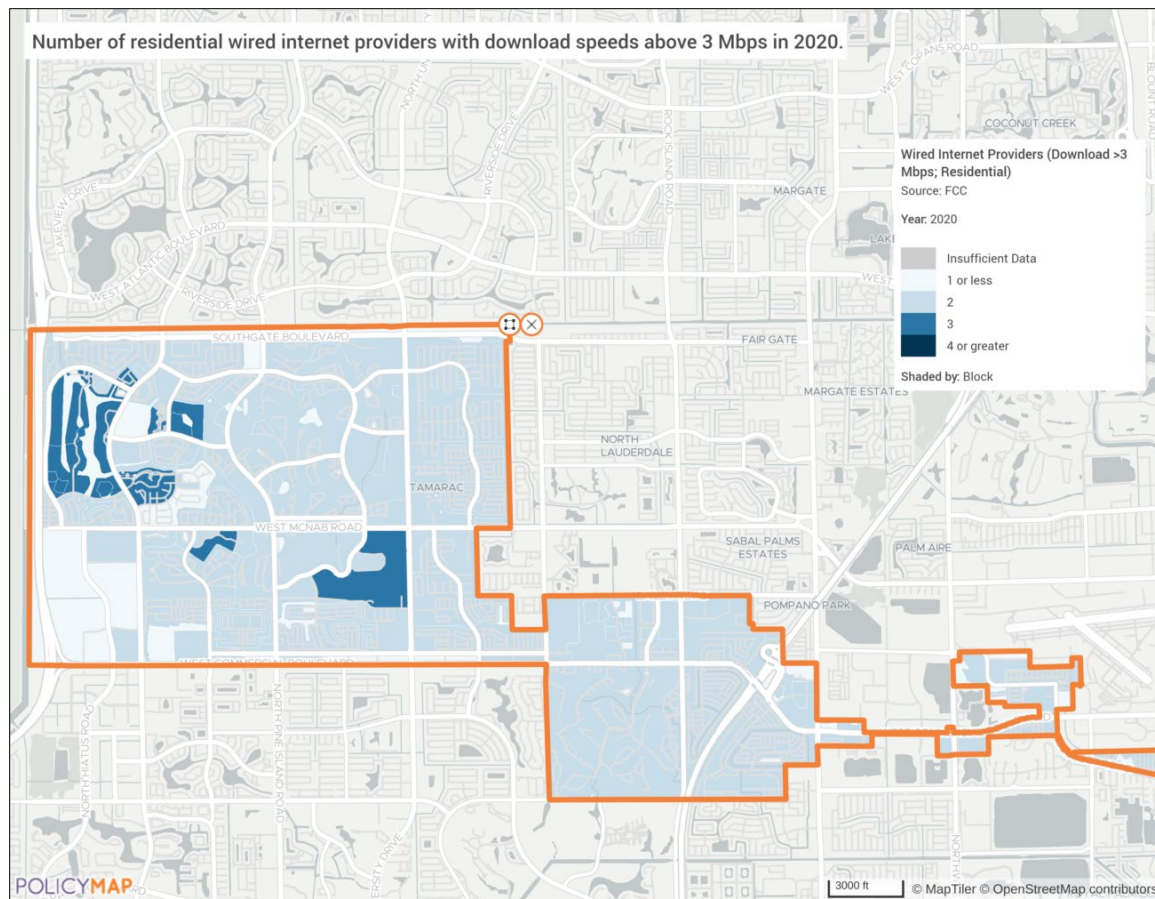
Starlink (Satellite)

The map below shows the number of broadband service providers by census tract. The average Tamarac household has access to two (2) broadband-quality internet service options. Increasing the number of providers could further enhance competition, leading to more dependable and cost-effective service for residents.

See map: Highspeed Internet Providers



Broadband Access



Highspeed Internet Providers

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Tamarac, FL, has historically faced multiple natural hazard risks, including extreme heat, severe thunderstorms, tornadoes, tropical cyclones (hurricanes and tropical storms), coastal erosion, droughts, flooding, and wildfires. Tamarac participates in the Local Mitigation Strategy for Broward County. The 2022 [Broward County Emergency Management Enhanced Local Mitigation Strategy](#) (LMS) identifies climate change as a significant factor exacerbating these risks, primarily due to sea level rise, intensified storm events, and increasing temperatures. The probability of high tide flooding is considered "highly likely," with sea levels projected to rise by up to 40 inches by 2070 under the NOAA Intermediate-High scenario, leading to more frequent and severe coastal inundation and storm surges. Inland flooding is also expected to worsen due to reduced drainage capacity in stormwater systems caused by higher sea levels, increasing the risks associated with heavy rainfall and hurricanes. While climate change is expected to intensify hurricanes by increasing storm surge heights, rainfall, and wind speeds, a 2011 South Florida Water Management District (SFWMD) report suggests that rising wind shear over the Atlantic could lead to a 6-34% decrease in the overall number of tropical storms and hurricanes. Additionally, the county anticipates longer and more severe drought periods, which, when combined with higher temperatures, may heighten wildfire risks. Extreme heat events are also increasing, particularly in urban areas, posing significant health risks and placing stress on infrastructure.

Tamarac is an inland city, located approximately 10-15 miles west of the Atlantic coast. However, its close proximity to the coastline makes it especially vulnerable to hazards such as hurricanes, storm surge, coastal erosion, and sea level rise. The LMS highlights significant socioeconomic risks from climate change, particularly property loss, infrastructure damage, and economic vulnerabilities due to rising sea levels. Increased flooding threatens roads, utilities, and drainage systems, leading to costly adaptations. The tourism sector, a key economic driver, is at risk from beach erosion and storm damage. These escalating hazards underscore the necessity for adaptation and mitigation strategies to protect the residents, economy, and environment of Tamarac.

According to the FEMA National Risk Index, Broward County faces significant threats from hurricanes, lightning, tornadoes, and wildfires, challenging the region's resilience and safety. To counter these challenges, proactive measures are essential for fostering resilience in an evolving climate landscape. The Center for Disease Control and Prevention (CDC) emphasizes that climate change, coupled with other environmental and human-made stressors, exacerbates existing health threats and introduces new ones, further emphasizing the need for comprehensive preparedness.

The City of Tamarac is actively strengthening its resilience to mitigate the impacts of climate change. As a Community Rating System (CRS) Community since 1992, the city has implemented several key initiatives over the past five years since 2022. Twice a year, the City distributes a Flood Protection Brochure to all property owners, providing information on the National Flood Insurance Program, the benefits of flood insurance, floodplain development permit requirements, flood warning systems, and flood hazard data. Additionally, the City offers elevation certificates when available and conducts flood zone determinations

using FEMA’s Flood Insurance Rate Maps (FIRM) and Special Flood Hazard Area Maps. Tamarac also preserves approximately 1,352 acres of land in designated flood hazard areas as open space to reduce flood risk. All new construction is required to be elevated above the crown of the road in accordance with City ordinances. The Public Works Department maintains a citywide drainage system and conducts site visits to address issues related to flooding, drainage, and stormwater. Community outreach is conducted through neighborhood and homeowners association meetings, as well as through the City’s website, to raise awareness about flood-related programs.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Low- and moderate-income households, whether renting or owning, are particularly vulnerable to climate change and natural disasters due to limited financial resources. Rising electricity and housing costs can push them into unstable living conditions, increasing the risk of homelessness or substandard housing. The 2024 America’s Rental Housing Study from Harvard’s Joint Center for Housing Studies highlights how escalating insurance premiums and coverage withdrawals in high-risk areas make securing protection against climate-related losses increasingly difficult, while stagnant operating income further limits property owners’ ability to invest in climate resilience. The 2021 EPA study on Climate Change and Social Vulnerability reinforces these concerns, revealing that low-income individuals are more likely to live in areas experiencing rising mortality rates from extreme temperatures and face the highest labor hour losses due to weather exposure. Rural communities are especially disadvantaged, often lacking emergency support and resources for climate-related home repairs. As climate threats intensify, strengthening resilience among low- and moderate-income households is essential to ensuring their safety, stability, and long-term well-being.

In Broward County, low- and moderate-income households are among the most vulnerable to natural hazards due to limited financial resources and increased exposure to risk. Access to less financial resources can make it difficult to invest in mitigation measures such as flood insurance or structural reinforcements. The LMS identified 6,982 properties at risk of flooding in Tamarac, accounting for the majority of the 7,227 total at-risk properties, underscoring the urgent need for mitigation efforts and resilient infrastructure to protect homes and residents. Additionally, the Florida Wildfire Risk Assessment System has identified Tamarac as one of the areas in Broward County at the greatest risk for wildfires. Communities with high social vulnerability often experience higher surface temperatures due to urban heat island effects, exacerbating risks associated with extreme heat. However, in some parts of Tamarac, the most vulnerable population did not overlap with communities of relatively higher surface temperatures. These factors, combined with the increased frequency of severe weather events, highlight the urgent need for targeted resilience measures to protect vulnerable populations.

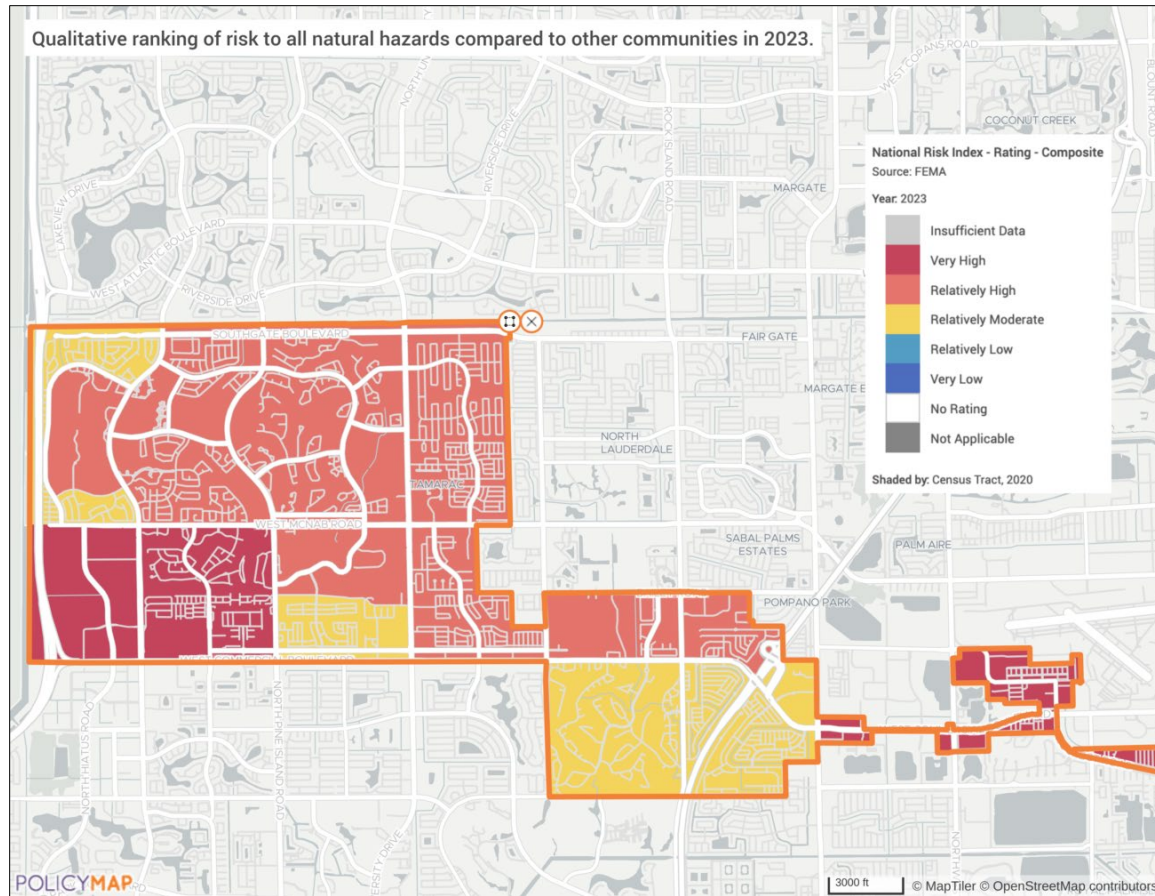
FEMA’s National Risk Index identifies Broward County as having a relatively moderate level of community resilience, indicating that its residents have a relatively moderate ability to prepare for, adapt to, and recover from natural hazards. This assessment encompasses six broad categories: social, economic, community capital, institutional, infrastructural, and environmental factors at the county level. The map below illustrates FEMA’s qualitative risk to natural hazards at the census tract level within the city,

providing an intuitive way to gauge community risk based on Expected Annual Loss (EAL), Social Vulnerability, and Community Resilience scores.

Risk levels across Tamarac range from relatively moderate to very high. Targeted mitigation could help lower the overall risk and create a more balanced risk profile across the city. These two indexes measure risk from different perspectives—FEMA’s risk index evaluates a community's ability to respond to hazards (resilience), while the city’s qualitative assessment concentrates on the likelihood and severity of those hazards. This dual approach ensures that resources are allocated where they are most needed, promoting both preparedness and targeted intervention. The city must continue to address these geographic challenges by anticipating, planning, and adapting to the risks associated with climate change and the potential demographic shifts affecting vulnerable communities.

Tamarac takes a comprehensive approach to community education and disaster preparedness. The Tamarac Emergency Management Department, as part of the Fire Rescue Department, provides timely updates through its website and social media platforms. Tamarac Fire Rescue also manages the Community Emergency Response Team (CERT), training individuals in basic disaster response skills to assist their communities and workplaces when professional emergency services are delayed. Residents also have access to the Broward County Emergency Management Department website, social media platforms, and the Alert!Broward emergency notification system. To enhance emergency response efforts, the county maintains a special needs and vulnerable population registry to assist first responders in identifying and aiding at-risk individuals. Additionally, Florida Volunteer Organizations Active in Disaster (VOAD) helps coordinate response efforts, communicate urgent needs to the National VOAD network, and provides critical support to communities affected by disasters.

See map: Risk to All Natural Hazards



Risk to All Natural Hazards

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan outlines the City of Tamarac's housing and community development strategy for the 2025-2029 Consolidated Plan. The plan defines how the City intends to use CDBG funds toward HUD's statutory goals of providing a suitable living environment and safe, decent and affordable housing for low- to moderate-income (LMI) households and special need groups in the City.

Through data analysis in the Needs Assessment and Market Analysis, and a comprehensive citizen participation process that involved input from community residents and local stakeholder organizations, the City was able to identify the priority needs that exist in Tamarac. The goals developed in the Strategic Plan address these needs over the next five-year period.

The City does not allocate funding based solely on geographic requirements. However, it will consider investments in both low/mod areas and for eligible individuals and households citywide in its five-year plan. Low/mod areas (LMA) are primarily residential and have at least 51 percent of residents who are considered low- and moderate-income persons as defined by HUD. The boundaries of these areas are defined at the block group tract level. Eligible activities that may have LMA benefits are public improvements such as those to neighborhood facilities, community centers or infrastructure like streets and sidewalk. The City also provides assistance to low- and moderate-income individual clientele (LMC) and households (LMH) who earn 80% of the Area Median Income (AMI) or less. This assistance is provided citywide and is based on eligibility. These benefits are associated with direct services to individuals and families that are not targeted to areas; however, must meet income qualifications in order to be eligible.

The following are the three (3) priority needs and associated goals identified in the Strategic Plan. More details of the priority needs are given in the SP-25 and the goals are detailed in the SP-45.

Priority Need: Public Services & Quality of Life Improvements

1A Provide Supportive Services LMI & Special Needs

Priority Need: Preserve & Develop Affordable Housing

2A Affordable Housing Preservation

Priority Need: Effective Program Management

3A Effective Program Management

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

1	Area Name:	Citywide Low/Mod Eligible
	Area Type:	Other
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	The Citywide Low/Mod Areas in Tamarac are block group tracts where at least 51 percent of the residents are low- and moderate-income persons. HUD designates this objective as a low/mod area benefit (LMA). The City also provides assistance to low- and moderate-income clientele (individuals) and households (LMC/LMH) who earn 80% of the Area Median Income (AMI) or less. This assistance is provided citywide and is based on eligibility. These benefits are associated with direct services to individuals and families that are not targeted to areas; however, must meet income qualifications in order to be eligible.
	Include specific housing and commercial characteristics of this target area.	The population of Tamarac has grown 17% in the past decade; however a large portion of old housing units still remain. In particular for low/mod income neighborhoods, there have been limited new residential development in recent years, leading to a shortage of updated, affordable housing options for low- to moderate-income households. An estimated 50% of all owner-occupied units and 43% of renter-occupied were built before 1980 (Source: 2019-2023 ACS). Older housing units may also have higher maintenance needs, and a greater risk of lead-based paint hazards.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	As part of the Consolidated Plan development process, Tamarac held two public hearings and provided a public comment period to give citizens a chance to review and comment on the plan. Additionally, the City consulted with local community stakeholders to identify housing and community development needs. Finally, a community survey was also made available online for public input.

Identify the needs in this target area.	Affordable housing development and preservation is a priority for the City and its residents. As with many cities across the country, cost burden is the biggest housing issues in Tamarac. Almost half of homeowners with a mortgage (49%) and over two-thirds of renters are cost burdened (72%). As noted earlier, almost half of owner-occupied housing and 43% of renter-occupied were built before 1980 (Source: 2019-2023 ACS). The NA-50 has identified that Tamarac has a need for public infrastructure improvements, especially in neighborhoods with significant LMI populations. Specific needs include stormwater drainage systems, enhancing street and sidewalk safety, improving pedestrian connectivity, and modernizing ADA infrastructure to create a more walkable, flood-resilient, and accessible environment. Public services for LMI individuals and families are also a priority for Tamarac. As reported in the NA-50, there is a need to enhance public services that address the needs of its most vulnerable populations, including seniors, LMI residents, individuals with disabilities, and households facing economic instability. Priority service areas include senior wellness programming, youth enrichment, mental and behavioral health services, job readiness and workforce development, and food and utility assistance.
What are the opportunities for improvement in this target area?	Affordable housing rehab activities will maintain and preserve the affordable housing stock for low- to moderate-income households in the City. Public services will help improve the quality of life for senior residents, provide opportunities for youth, and address housing instability and homelessness. Additionally, fostering partnerships between the City, educational institutions, and workforce agencies can expand localized training opportunities in high-demand fields. These coordinated efforts can improve economic mobility and foster long-term stability in Tamarac's underserved neighborhoods.
Are there barriers to improvement in this target area?	Access to funding is a barrier to improvements in the City of Tamarac.

Table 11 - Geographic Priority Areas

General Allocation Priorities

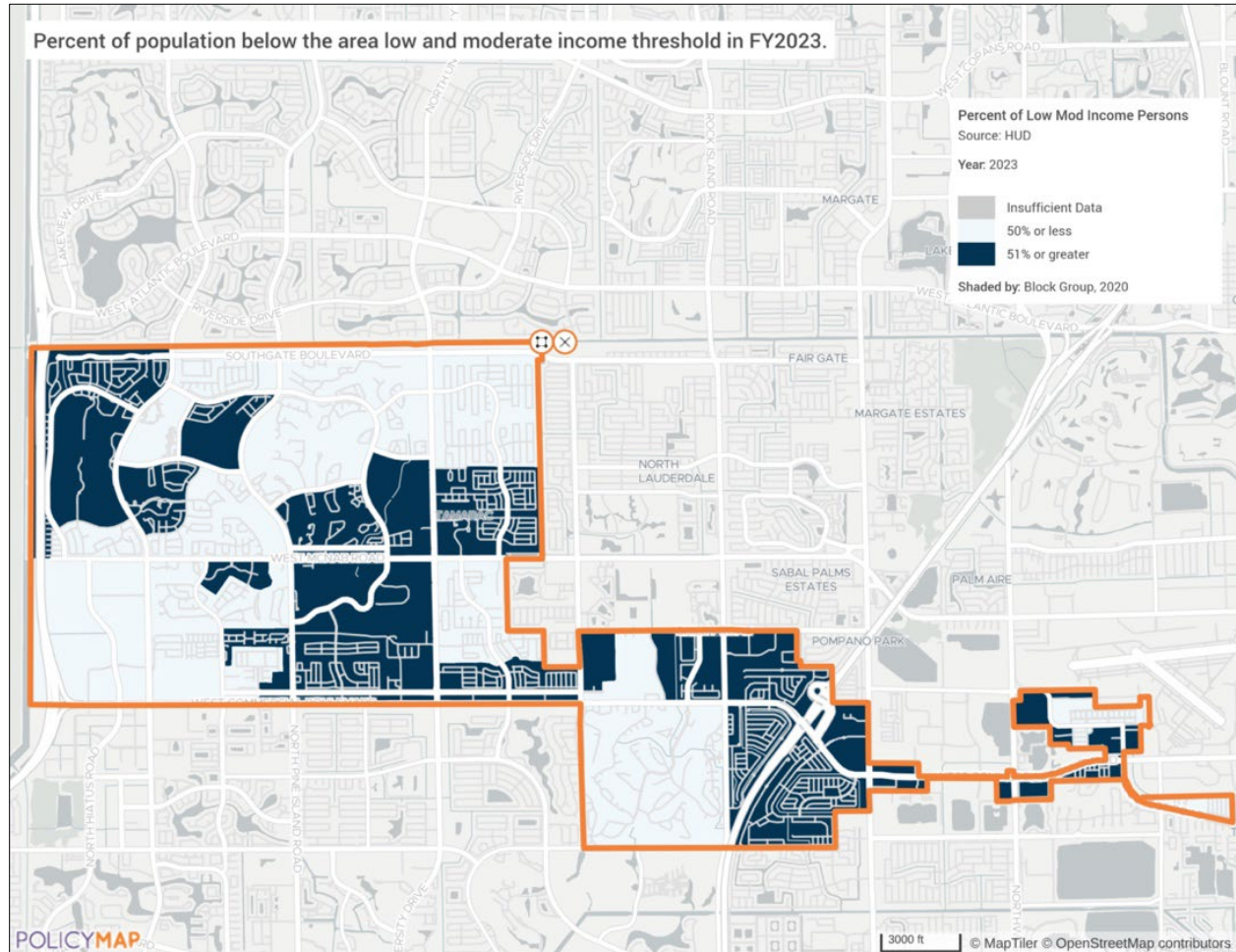
Describe the basis for allocating investments geographically within the jurisdiction

The City of Tamarac does not necessarily target funds geographically; however, funds must serve low- and moderate-income individuals and families or be directed towards neighborhoods with a majority low/mod income population.

Direct services such as public services and affordable housing rehabilitation are based on household income eligibility rather than area benefit. For example, when planned activities are intended to serve individuals or households directly, beneficiaries must meet income qualifications, as well as residency requirements (residing within the City), in order to receive assistance from the program. These benefits are defined for individuals as low/mod clientele (LMC), or for low/mod households (LMH). City staff and/or one of its subrecipient agencies will complete an application and determine the eligibility of the applicant before the activity is initiated.

Public facility and infrastructure improvement activities will serve a community or neighborhood. These activities are said to have an “area-wide” benefit. Per HUD requirements, these areas must be within an eligible Low/Mod Block Group Tract, as defined by HUD-CDBG regulations, whereby the majority of the residents are low- to moderate-income (or 51%). This objective is defined by HUD as a low/mod area (LMA) benefit.

To determine LMI tracts the City utilizes HUD’s CDBG Low Mod Income Summary Data (LMISD) from the HUD Exchange website, which has defined the eligible block group tracts within the jurisdiction. The tracts can be at: <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>.



FY 2023 Low-Mod Block Group Tracts (HUD LMISD)

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

1	Priority Need Name	Public Services & Quality of Life Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Elderly Non-housing Community Development
	Geographic Areas Affected	Citywide Low/Mod Eligible
	Associated Goals	1A Provide Supportive Services LMI & Special Needs
	Description	There is a need for supportive services to help assist and improve the lives of LMI households and special needs populations in the City. As identified in the NA-50, there is a need to enhance public services that address the needs of its most vulnerable populations, including seniors, LMI residents, individuals with disabilities, and households facing economic instability. The City coordinated with nonprofit partners, health agencies, and local organizations to identify service delivery gaps and emerging challenges.
	Basis for Relative Priority	Through community participation and consultation of local stakeholder partners and organizations the need to Provide Supportive Services for LMI & Special Needs was identified. Public services offered by the City and partner non-profit organizations provide essential services for the elderly, youth and families at-risk of housing instability. The basis for this need is to provide access to services and sustainability for LMI residents.
3	Priority Need Name	Preserve & Develop Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Families with Children Elderly
	Geographic Areas Affected	Citywide Low/Mod Eligible
	Associated Goals	2A Affordable Housing Preservation

	Description	The preservation and development of affordable housing is a priority need for low- to-moderate income (LMI) households in Tamarac. Housing cost burden is one of the largest housing problems in the City. According to the 2019-2023 ACS data, almost half of homeowners with a mortgage (49%) and over two-thirds of renters are cost burdened (72%), which is defined as paying more than 30% of income towards housing costs. To compound this issue, a large portion of housing is also very old. An estimated 50% of all owner-occupied units and 43% of renter-occupied were built before 1980 (Source: 2019-2023 ACS). LMI households are more likely to occupy older housing units and are also more likely to face housing instability in times of crisis.
	Basis for Relative Priority	Through community participation and consultation of local stakeholder the need to preserve and develop affordable housing was identified. The basis is to create or maintain affordable housing for LMI residents in Tamarac.
5	Priority Need Name	Effective Program Management
	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	Citywide Low/Mod Eligible
	Associated Goals	3A Effective Program Management
	Description	Effective program management will include general administration and planning of the CDBG grant program, monitoring subrecipients, reporting and managing grant financials. Planning involves the development of AAPs, annual reports, and meeting citizen participation requirements.
	Basis for Relative Priority	There is a need to provide effective management of the CDBG grant program that will ensure compliance and regulation of the grant. Effective program administration ensures that the City meets the established objectives in the plan.

Table 12 – Priority Needs Summary

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Tamarac anticipates receiving an annual allocation of \$496,342 for its Community Development Block Grant (CDBG) program. As a recipient of HUD Entitlement CDBG funds, the City plans to allocate this funding based on the priority needs outlined in the Consolidated Plan. These priorities include public services, homeowner rehabilitation, and program administration. PY 2025 marks the first year of the Consolidated Plan, and the City anticipates receiving a similar amount throughout the remaining years of the plan period.

Substantial Amendment (Program Income)

The City is proposing to transfer \$1,278,687 in program income generated from the Neighborhood Stabilization Program (NSP) to the CDBG program. NSP was created under the Housing and Economic Recovery Act of 2008 to address rising residential foreclosures and property abandonment and to stabilize communities negatively impacted by foreclosures. The City is currently in the process of closing out its NSP grants in accordance with HUD requirements and guidance, and the program income generated from the NSP will be added to PY 2025 as an additional resource to fund public services, housing rehab and admin of the CDBG program. The proposed budget for these additional funds will be \$180,000 for admin, \$191,803 for public services, and the balance of \$906,884 for housing rehabilitation. This program income is a one-time addition to the plan, and will not be added as a reoccurring resource for the remainder of the ConPlan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	496,342.00	1,278,687.00	0.00	1,775,029.00	1,985,368.00	PY 2025 is the first year of the Consolidated Plan, and the expected amount available for the remainder of the plan is 4x more years of the annual allocation. The program income of \$1,278,687 is a one-time resource added only to PY 2025.

Table 13 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City's CDBG program does not require match funding. However, public service programs funded by CDBG are encouraged to seek additional state and local funds. CDBG funds are used to leverage these additional resources.

The City of Tamarac has additional resources to help address its priority needs. As a member of the Broward County HOME Consortium, the City receives HOME funds annually, which help with affordable housing preservation activities. The County HOME Consortium administers the HOME funds and is responsible for the planning and reporting of those funds. The City also received State Housing Initiative Partnership (SHIP) funds for its housing rehabilitation program. Affordable housing preservation will remain a priority for the City of Tamarac, and housing rehab will remain a key activity across all funding sources.

If appropriate, describe publicly owned land or property located within the state that may be used to address the needs identified in the plan

The City does not currently own any properties within its jurisdiction that could be used to address the public service and affordable housing needs identified in the plan.

Discussion

The City will continue to seek feasible development opportunities for affordable housing in Tamarac.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
TAMARAC	Government	Non-homeless special needs Ownership Planning Public Services	Jurisdiction
BROWARD COUNTY	Government	Homelessness Public Housing Rental	Region
BROWARD COUNTY HOUSING AUTHORITY	PHA	Public Housing Rental	Region
BROWARD COUNTY HOMELESS INITIATIVE PARTNERSHIP	Continuum of care	Planning Homelessness	Region
MEALS ON WHEELS SOUTH FLORIDA	Nonprofit	Non-homeless special needs Public Services	Jurisdiction
VOICES FOR CHILDREN OF BROWARD	Nonprofit	Non-homeless special needs Public Services	Jurisdiction

Table 14 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City of Tamarac's Community Development Department, Housing Administration Division, is responsible for the administration of the Community Development Block Grant (CDBG) program. As a member of the Broward County HOME Consortium, the City also received HOME funds to help with affordable housing initiatives by the City. In addition, the City actively participates as a member of the Broward County Continuum of Care (CoC).

The City's Service Delivery System is largely conducted by City staff. Public Services are provided by the City's grant funds and carried out by local public services agencies and non-profit agencies specializing in the particular service needed such as senior services or youth services.

The City's Housing programs will continue to be administered in-house by City staff. Internal City staff, committees, and Boards will review and recommend activities to be carried out under the Consolidated Plan. Additional input will be sought from outside agencies for the formulation of unmet needs and activities to address them.

The primary gap in the delivery system is the general lack of funds available to address all the needs in the City, in particular housing needs as costs continue to rise and affordability becomes out of reach for LMI

households. The City will continue to explore additional funding sources to leverage its federal, state, and local resources.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X		
Legal Assistance	X		
Mortgage Assistance			
Rental Assistance			
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics			
Other Street Outreach Services	X		
Supportive Services			
Alcohol & Drug Abuse			
Child Care	X		
Education			
Employment and Employment Training			
Healthcare	X		
HIV/AIDS			
Life Skills	X		
Mental Health Counseling	X		
Transportation	X		
Other			
Other			

Table 15 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The City of Tamarac collaborates with the Broward County Homeless Initiative Partnership (HIP) to provide services that address homelessness within the city. HIP is the lead agency for the Broward County Homeless Continuum of Care (CoC) Board and the Homeless Management Information System (HMIS). Serving as the county's central point for planning and coordinating services for homeless individuals and families, HIP acts as the staff for the CoC Board and communicates directly with the Board to address the homeless needs throughout the county.

The CoC utilizes the Coordinated Entry Assessment System process, which helps to coordinate target homeless groups with housing and community resources. These groups include chronically Homeless Households; children and families; unaccompanied youth; veterans; those at-risk and the chronically homeless. The Coordinated Entry Assessment System helps to prevent these groups from becoming homeless.

The Continuum of Care (CoC) manages the Homeless Management Information System (HMIS), which is a web-based application designed to collect demographic information and report service outcomes for individuals experiencing homelessness in the CoC area. HMIS allows homeless service providers to gather consistent client information over time. This system plays a vital role in streamlining client services, informing public policy decisions, improving coordination among providers of housing and services for homeless individuals, and supporting advocacy efforts. Additionally, it helps the CoC establish policies that lead to targeted services aimed at reducing the duration of homelessness. Analyzing the information collected through HMIS is essential for accurately assessing the size, characteristics, and needs of homeless populations. This data is crucial for service planning, system improvements, and advocacy efforts.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

One of the strengths in service delivery is the number of local service providers and agencies across the county dedicated to ending homelessness. These organizations can be found on the Broward County Homeless Initiative Partnership website. Local providers and the Stakeholders Council meet monthly to discuss the needs and initiatives related to homelessness in the county. Their coordination includes countywide homeless prevention initiatives and reports from the Point-in-Time homeless count.

The primary gap in the City's delivery system is the lack of current funding available to address all the needs of the most vulnerable living in Tamarac.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

Funding for addressing homelessness in Tamarac is limited. Recent Point-in-Time (PIT) counts from Broward County indicate that Tamarac has generally accounted for around 1% or less of the total homeless population in the county. Although the number of homeless individuals in Tamarac is relatively low compared to other cities in the Consortium, the city will continue to collaborate with the Broward County Homeless Initiative Partnership for homelessness prevention activities and will actively participate in the Point-in-Time homeless count reports.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	1A Provide Supportive Services LMI & Special Needs	2025	2029	Non-Homeless Special Needs	Citywide Low/Mod Eligible	Public Services & Quality of Life Improvements	CDBG: \$372,252 \$564,053	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted Direct Financial Assistance to Homebuyers: 2 Households Assisted
2	2A Affordable Housing Preservation	2025	2029	Affordable Housing	Citywide Low/Mod Eligible	Preserve & Develop Affordable Housing	CDBG: \$1,613,125 \$2,520,009	Homeowner Housing Rehabilitated: 41 Household Housing Unit This includes an additional 11 households assisted from program income.
3	3A Effective Program Management	2025	2029	Non-Housing Community Development	Citywide Low/Mod Eligible	Effective Program Management	CDBG: \$496,337 \$676,335	Other: 5

Table 16 – Goals Summary

Goal Descriptions

1	Goal Name	1A Provide Supportive Services LMI & Special Needs
	Goal Description	The City will provide vital supportive service activities benefiting LMI individuals and special needs groups such as seniors and other vulnerable population.
2	Goal Name	2A Affordable Housing Preservation
	Goal Description	The City will assist low- to moderate-income households with homeowner housing rehabilitation activities (including Rehabilitation Service Delivery).
3	Goal Name	3A Effective Program Management
	Goal Description	The City will provide effective program management of the CDBG grant program to ensure compliance with grant regulations and that the program activities meet their established objectives. Planning will involve the development of annual action plans, reports, and citizen participation requirements.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City estimates that over the five-year period of the 2025-2029 Consolidated plan, it will assist low- to moderate-income household with affordable housing activities:

Homeowner Housing Rehabilitated: **41** Household Housing Units

Direct Financial Assistance to Homebuyers: **2** Households Assisted

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The Housing Administration Division will continue to provide lead-based paint assessments and abatement on properties identified and containing hazards. A lead-based paint review of all properties constructed prior to 1978 is required and conducted prior to providing assistance. The City will also provide lead-based paint education during mandatory workshops for all clients assisted with CDBG funds under the Owner-Occupied Minor Home Repair program.

How are the actions listed above related to the extent of lead poisoning and hazards?

According to 2019-2023 ACS data, an estimated 11,941 owner-occupied housing units and 3,193 renter-occupied units were built before 1980. That amounts to an estimated 50% of homeowner-occupied and 43% of renter-occupied housing units built before 1980, which represents a significant number of homes with potential for LBP hazards.

According to the Centers for Disease Control and Prevention, children under the age of 6 are at greatest risk for health problems caused by lead exposure. Exposure to lead can seriously harm a child's health and cause well-documented health effects, including damage to the brain and nervous system, slowed growth and development, learning and behavior problems, and hearing and speech problems. If any child under the age of 6 tests for lead poisoning, the City will refer the family immediately to the local health department.

How are the actions listed above integrated into housing policies and procedures?

See above. It is the policy of the City to provide a lead-based paint review of all properties constructed prior to 1978 is conducted prior to providing assistance through the CDBG Owner-Occupied Minor Home Repair program. The City will also provide lead-based paint education during mandatory workshops for all clients assisted with CDBG funds in the rehab program.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The activities identified in this plan work directly to reduce poverty among low- to moderate-income households and special needs groups. Affordable housing preservation activities such as the Minor Home Repair program maintain housing conditions for low- to moderate-income households. Through rehabilitation activities, housing preservation protects the value of the home, which is an essential driver of wealth. Senior programs such as meal services for the elderly offset other basic living costs and help them to remain independent. Youth services are provided to offer access to opportunities and help improve the quality of life for these individuals.

The City will continue to dedicate most of its federal and state funding to affordable housing strategies and coordinate with the Broward County Homeless Initiative Partnership (HIP) and the Broward County Homeless Continuum of Care (CoC) to support additional programs to limit poverty among Tamarac residents. Housing counseling, debt management, credit repair, and other social services are provided through various partners available to assist residents in financial crises.

The City will continue to ensure compliance with Section 3 requirements. Section 3 helps to establish more economically sustainable communities by ensuring that employment and other economic opportunities generated by Federal assistance (such as the CDBG program) for development programs are directed towards very low- and low-income persons to the greatest extent possible, and in particular to those who are recipients of the Federal assistance.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

During the five-year Consolidated Plan period, Tamarac will select projects for funding that are designed to reduce the number of persons in poverty. The City will collaborate with other departments, nonprofit service providers and local/county organizations that operate programs which similarly have a goal of reducing the poverty level in the City. Actions that the City will implement over the 2025-2029 Consolidated Plan include:

- Fund housing rehabilitation activities for LMI homeowner households;
- Fund supportive services for LMI individuals to help improve their quality of life;
- Fund housing services for LMI households that help alleviate housing instability that may lead to homelessness.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Tamarac CDBG program is subject to monitoring by HUD. The City uses HUD's monitoring guide as a standard for implementing and monitoring its Housing programs. The City accomplishes its monitoring standard by performing ongoing program reviews, on-site monitoring, and financial reviews. These reviews include but are not limited to the monitoring of actual performance versus proposed performance, ensure that proper paperwork and documentation are retained, ensure timely use of funds, review of client files for eligibility and continuous review of request for reimbursement packages.

In addition, the City ensures that all applicable regulations and policies from various Federal and State agencies such as labor standards, environmental standards, and procurement, as applicable to the programs, are incorporated in the monitoring of the Housing programs. The City also monitors timeliness of expenditures of program funds as well as to ensure that accurate information is reported in the IDIS system.

Additional monitoring procedures and standards are outlined in the sub-recipient funding agreement between the City of Tamarac and Broward County. These monitoring standards and procedures include a timetable/schedule for projects, specific work tasks, a start-up date, and a completion date. Sub-recipients are also required to submit Monthly Progress Reports, chronologically detailing the steps taken to meet the quantifiable objectives enumerated. Monthly Progress Reports are intended to provide an update on a sub-recipient's progress in meeting agreed upon objectives; they should include federally mandated reporting information.

The City also monitors its sub-recipients for public services, such as Meals on Wheels South Florida who facilitate the Feeding Seniors Program, and Voices for Children of Broward who facilitate the Preventive and Intervention Services for Youth. Through desk audits, Housing staff reviews the back-up documentation provided by these agencies to ensure compliance is being met.

Comprehensive planning requirements include the development and consolidated plan process of the 5-Year ConPlan, the AAP, and CAPER. Citizen participation is a vital part of the consolidated plan process and the City will make sure to follow its HUD approved Citizen Participation Plan (CPP) which helps guide the City to gather feedback from citizens which is an essential component in identifying the priority housing and community development needs in Tamarac. These priority needs form the basis of the City's Strategic Plan in the ConPlan and annual goals and activities carried out in each subsequent AAP.

The ConPlan is developed every 5 years, with identified priority needs and goals to address these

needs. Each year of the 5-Year plan, the City develops an AAP which identifies the projects and activities that will address and further the goals of the plan. This plan is required to be submitted to and approved by HUD each year to receive CDBG funding annually. At the end of each AAP program year, the City will report on the accomplishments and performance of the program through the CAPER. Citizen participation is required in the development of each of these stages as per 24 CFR 91.105.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Tamarac anticipates receiving an annual allocation of \$496,342 for its Community Development Block Grant (CDBG) program. As a recipient of HUD Entitlement CDBG funds, the City plans to allocate this funding based on the priority needs outlined in the Consolidated Plan. These priorities include public services, homeowner rehabilitation, and program administration. PY 2025 marks the first year of the Consolidated Plan, and the City anticipates receiving a similar amount throughout the remaining years of the plan period.

Substantial Amendment (Program Income)

The City is proposing to transfer \$1,278,687 in program income generated from the Neighborhood Stabilization Program (NSP) to the CDBG program. NSP was created under the Housing and Economic Recovery Act of 2008 to address rising residential foreclosures and property abandonment and to stabilize communities negatively impacted by foreclosures. The City is currently in the process of closing out its NSP grants in accordance with HUD requirements and guidance, and the program income generated from the NSP will be added to PY 2025 as an additional resource to fund public services, housing rehab and admin of the CDBG program. The proposed budget for these additional funds will be \$180,000 for admin, \$191,803 for public services, and the balance of \$906,884 for housing rehabilitation. This program income is a one-time addition to the plan, and will not be added as a reoccurring resource for the remainder of the ConPlan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	496,342.00	1,278,687	0.00	1,775,029.00	1,985,368.00	PY 2025 is the first year of the Consolidated Plan, and the expected amount available for the remainder of the plan is 4x more years of the annual allocation. The program income of \$1,278,687 is a one-time resource added only to PY 2025.

Table 17 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City's CDBG program does not require match funding. However, public service programs funded by CDBG are encouraged to seek additional state and local funds. CDBG funds are used to leverage these additional resources.

The City of Tamarac has additional resources to help address its priority needs. As a member of the Broward County HOME Consortium, the City receives HOME funds annually, which help with affordable housing preservation activities. The County HOME Consortium administers the HOME funds and is responsible for the planning and reporting of those funds. The City also received State Housing Initiative Partnership (SHIP) funds for its housing rehabilitation program. Affordable housing preservation will remain a priority for the City of Tamarac, and housing rehab will remain a key activity across all funding sources.

If appropriate, describe publicly owned land or property located within the state that may be used to address the needs identified in the plan

The City does not currently own any properties within its jurisdiction that could be used to address the public service and affordable housing needs identified in the plan.

Discussion

The City will continue to seek feasible development opportunities for affordable housing in Tamarac.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	1A Provide Supportive Services LMI & Special Needs	2025	2029	Non-Homeless Special Needs	Citywide Low/Mod Eligible	Public Services & Quality of Life Improvements	CDBG: \$266,253	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted Direct Financial Assistance to Homebuyers: 2 Households Assisted
2	2A Affordable Housing Preservation	2025	2029	Affordable Housing	Citywide Low/Mod Eligible	Preserve & Develop Affordable Housing	CDBG: \$1,229,509	Homeowner Housing Rehabilitated: 17 Household Housing Unit This includes an additional 11 households assisted from program income.
3	3A Effective Program Management	2025	2029	Non-Housing Community Development	Citywide Low/Mod Eligible	Effective Program Management	CDBG: \$279,267	Other: 1

Table 18 – Goals Summary

Goal Descriptions

1	Goal Name	1A Provide Supportive Services LMI & Special Needs
	Goal Description	The City will provide vital supportive service activities benefiting LMI individuals and special needs groups such as seniors and other vulnerable population.
2	Goal Name	2A Affordable Housing Preservation
	Goal Description	The City will assist low- to moderate-income households with homeowner housing rehabilitation activities (including Rehabilitation Service Delivery).
3	Goal Name	3A Effective Program Management
	Goal Description	The City will provide effective program management of the CDBG grant program to ensure compliance with grant regulations and that the program activities meet their established objectives. Planning will involve the development of annual action plans, reports, and citizen participation requirements.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The projects outlined in the PY 2025 Annual Action Plan (AAP) aim to fulfill HUD's statutory goals of providing a suitable living environment and ensuring affordable, decent housing for low- to moderate-income individuals. The following projects specifically address the priority needs and objectives identified in the Consolidated Plan.

Substantial Amendment (Program Income)

The City is proposing to transfer \$1,278,687 in program income generated from NSP to the CDBG program. The proposed budget for these additional funds will be \$180,000 for admin, \$191,803 for public services, and the balance of \$906,884 for housing rehab. The funds allocated to each project below do not exceed grant cap limits, and remain compliant with CDBG grant guidelines.

CDBG Program Administration: \$279,267 (16%)

CDBG Public Services: \$266,253 (15%)

CDBG Housing Rehab: \$1,229,509 (69%)

#	Project Name
1	CDBG Program Administration
2	CDBG Public Services
3	CDBG Housing Rehab

Table 19 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Tamarac's primary focus is maintaining affordable housing and public services for all low-to-moderate-income residents, including those with special needs.

There is a need to preserve affordable housing in Tamarac. The age and condition of the housing stock necessitates housing assistance for both current and incoming homeowners. The City remains committed to promoting high-quality housing development that is affordable for residents, as well as ensuring the proper maintenance of the City's existing housing stock. The housing rehabilitation program can help achieve this goal over the five-year strategic planning period.

The City has recognized that providing essential public services for low-to-moderate-income individuals and the special needs population is a top priority. The senior population particularly depends on the City to offer social services that address their needs or to collaborate with agencies that can provide various services, such as food delivery. Additionally, there is a need for activities that support youth, as well as preventive and intervention services, enrichment programs, and educational workshops.

The CDBG program has grant allocation requirements, which influence project funding. The grant cap for administration costs is 20%, and the grant cap for public services is 15%.

The major obstacle is the general lack of funding to address all the needs of LMI residents in Tamarac. Both federal CDBG and state SHIP allocations fluctuate from year to year, making it difficult to plan for the future and meet the needs of the underserved.

AP-38 Project Summary

Project Summary Information

1	Project Name	CDBG Program Administration
	Target Area	Citywide Low/Mod Eligible
	Goals Supported	3A Effective Program Management
	Needs Addressed	Effective Program Management
	Funding	CDBG: \$279,267
	Description	Administration of CDBG in PY 2025. The breakdown of funds for admin is \$99,267 from the FY 2025 CDBG EN fund and \$180,000 from program income.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide, eligible.
	Planned Activities	Administration of the CDBG program (21A)
2	Project Name	CDBG Public Services
	Target Area	Citywide Low/Mod Eligible
	Goals Supported	1A Provide Supportive Services LMI & Special Needs
	Needs Addressed	Public Services & Quality of Life Improvements
	Funding	CDBG: \$266,253
	Description	The CDBG Public Services project will provide funding for public service activities benefiting the LMI and special needs population (youth and seniors). The breakdown of funds for public services is \$74,450 from the FY 2025 CDBG EN fund and \$191,803 from program income.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted Direct Financial Assistance to Homebuyers: 2 Households Assisted
	Location Description	Citywide, eligible.

	Planned Activities	Planned public service activities include senior services, 30 LMI assisted (05A); youth services, 50 LMI assisted (05D); and housing counseling services, 20 LMI assisted (05U). The substantial amendment adds 2 LMI households assisted with down payment assistance as a public service (05R).
3	Project Name	CDBG Housing Rehab
	Target Area	Citywide Low/Mod Eligible
	Goals Supported	2A Affordable Housing Preservation
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	CDBG: \$1,229,509
	Description	The Housing Rehabilitation Project will provide funding for residential rehabilitation, specifically Minor Home Repairs for low to moderate-income households facing conditions that jeopardize the health, safety, and welfare of their occupants. Additionally, this project will cover the costs associated with housing rehabilitation delivery and will be implemented citywide. The breakdown of funds for housing rehab is \$322,625 from the FY 2025 CDBG EN fund and \$906,884 from program income.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Homeowner Housing Rehabilitated: 17 Household Housing Unit This includes an additional 11 households assisted from program income.
	Location Description	Citywide, eligible.
	Planned Activities	Planned activities include Owner-Occupied Rehabilitation activities through the Minor Home Repair program and Rehabilitation Delivery Costs, 17 LMI households assisted (14A).

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG programming funds are available throughout the City; however, funds must be directed towards low/moderate tracts, eligible low- and moderate-income individuals and households, or special needs groups. The City has identified eligible project locations as low/moderate census block group tracts.

According to the 2019-2023 ACS 5-Year Estimates, the MHI in Tamarac is \$59,216. A tract is considered to have a low-income concentration if the MHI is \$47,373 or less. There are four tracts scattered across the City with a concentration: 204.17, 503.09, 601.28 and 601.30. For a map displaying a concentration of low/mod households, see the MA-50.

Any census tract where a racial or ethnic group makes up 10% or more of that group's citywide percentage is a concentration. Data was taken from the 2019-2023 ACS 5-Year estimates. Due to the small sample size, only racial or ethnic groups that make up at least 1% of the City's population were analyzed.

Black or African American, non-Hispanic: This group makes up 33.4% of the citywide population, and a census tract is considered a concentration if 43.4% of the population is part of this racial group. There are no census tracts with a concentration. There are four tracts in the eastern part of the City with a concentration: 503.16, 601.05, 601.07 and 601.07. Tract 502.07 is partially located in the City and also has a concentration.

Asian, non-Hispanic: Approximately 2.6% of the City population identifies as Asian. A census tract is considered a concentration if 12.6% of the population is part of this racial group. There are no census tracts with a concentration.

Hispanic: Hispanics make up 31.5% of the City's population, and a census tract is considered a concentration if 41.5% of the population is part of this racial group. There are two tracts with a concentration: 204.16 at the northwest corner of the City, and 503.09 in the eastern part of Tamarac.

Geographic Distribution

Target Area	Percentage of Funds
Citywide Low/Mod Eligible	100

Table 20 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Tamarac does not necessarily target funds geographically; however, funds must serve low- and moderate-income individuals and families or be directed towards neighborhoods with a majority low/mod income population.

Direct services such as public services and affordable housing rehabilitation are based on household income eligibility rather than area benefit. For example, when planned activities are intended to serve individuals or households directly, beneficiaries must meet income qualifications, as well as residency requirements (residing within the City), in order to receive assistance from the program. These benefits are defined for individuals as low/mod clientele (LMC), or for low/mod households (LMH). City staff and/or one of its subrecipient agencies will complete an application and determine the eligibility of the applicant before the activity is initiated.

Public facility and infrastructure improvement activities will serve a community or neighborhood. These activities are said to have an “area-wide” benefit. Per HUD requirements, these areas must be within an eligible Low/Mod Block Group Tract, as defined by HUD-CDBG regulations, whereby the majority of the residents are low- to moderate-income (or 51%). This objective is defined by HUD as a low/mod area (LMA) benefit.

To determine LMI tracts the City utilizes HUD’s CDBG Low Mod Income Summary Data (LMISD) from the HUD Exchange website, which has defined the eligible block group tracts within the jurisdiction. The tracts can be at: <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Throughout the year, City staff participate in various community events, outreach efforts, educational workshops, public service announcements, and guest speaking opportunities. These efforts take place in different communities, organizations, non-profits, and for-profits to assess the needs of residents and inform them about available funding. Many City staff members serve on different boards, committees, and subcommittees, where they collaborate on county-wide issues related to planning, transportation, housing, community development, and neighborhood revitalization. This coordination, along with the activities mentioned, represents the City's commitment to addressing the needs of Tamarac.

Actions planned to address obstacles to meeting underserved needs

In PY 2025, the City will allocate funds to programs aimed at improving the lives of low- to moderate-income households. These activities will include youth prevention and enrichment services, which enhance the quality of life for these individuals, as well as meal services for seniors. Additionally, the City will support housing preservation efforts through its housing rehabilitation program.

The City's Social Services Division is available at all times to address the needs of the residents. Direct and indirect service delivery is coordinated through the City's Social Service staff, who have access to both internal and external programs and agencies that may be required to assist underserved needs.

Actions planned to foster and maintain affordable housing

Affordable housing preservation is one of the highest needs in Tamarac. To address this, the City will utilize CDBG funds towards homeowner housing rehab activities for LMI households. This program is supported by additional funds from the Broward County HOME Consortium and State SHIP dollars.

The City has an Affordable Housing Policy and a Minimum Housing Code in place that outline its plans to promote and maintain affordable housing. These initiatives aim to address future housing needs and coordinate development in alignment with the City's Comprehensive and Consolidated Plans. Alongside the long-term goals of this policy, the Community Development Department is dedicated to continuously advocating for the affordable housing needs of the community. The City also participates in local homebuyer and foreclosure prevention workshops and seminars to provide additional support for those in need. Overall, the Community Development Department will maintain its focus on promoting affordable housing as part of its long-term objectives.

Actions planned to reduce lead-based paint hazards

The Housing Administration Division will continue to provide lead-based paint assessments and abatement on properties identified and containing hazards. A lead-based paint review of all properties constructed prior to 1978 is required and conducted prior to providing assistance. The City will also

provide lead-based paint education during mandatory workshops for all clients assisted with CDBG funds under the Owner-Occupied Minor Home Repair program.

Actions planned to reduce the number of poverty-level families

The activities identified in this PY 2025 AAP work directly to reduce poverty among low- to moderate-income households and special needs groups. Youth prevention and intervention services are provided to help improve the quality of life for these individuals, and meal services for the elderly offset other basic living costs. Affordable housing preservation activities such as the Minor Home Repair program maintain housing conditions for low- to moderate-income households. Through rehabilitation activities, housing preservation protects the value of the home, which is an essential driver of wealth.

The City will continue to dedicate most of its federal and state funding to affordable housing strategies and coordinate with the Broward County HOME Consortium, the Broward County Homeless Initiative Partnership to support additional programs to limit poverty among Tamarac residents. Housing counseling, debt management, credit repair, and other social services are provided through various partners available to assist residents in financial crises.

Actions planned to develop institutional structure

The City's Housing programs will continue to be administered in-house by City staff. Internal City staff, committees, and Boards will review and recommend activities to be carried out under the Consolidated Plan and subsequent Annual Action Plans. Additional input will be sought from outside agencies to formulate unmet needs and activities to address them.

The City's Service Delivery System is primarily conducted by City staff. Public Services are provided by the City's grant funds, local public services agencies, and non-profit agencies. Coordination is strong between the City and subrecipients; however, funding is limited. Further, due to CDBG grant regulations, only 15% of grant funds are allowable for public services each year.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Tamarac is actively involved in county and city committees that aim to coordinate efforts among public, private, and community organizations to expand affordable housing and promote economic development initiatives. These efforts include research and program development activities that encourage partnerships between the private and public sectors for community development. To address the need for affordable housing, the City will take the following actions:

- Continue to support the City's efforts to develop recommendations regarding land use revisions/changes that would provide development incentives for the expansion of affordable

rental/owner-occupied housing.

- Continue implementing the State Housing Incentive Partnership (SHIP) Program to promote and expand available financing and inducement incentives and expand the affordable housing stock in the City of Tamarac.
- Continue utilizing HOME funds granted through the Broward HOME Consortium to support LMI homeowners with minor housing repairs.
- The City of Tamarac Community Development Department will work on identifying publicly owned land/buildings that can be developed for affordable housing.

Discussion

The City's Community Development Department is responsible for coordinating, planning, and implementing programs and projects both internally and in collaboration with private and public agencies. The City has established a Citizen Participation Plan, which outlines the process for engaging citizens and sets minimum requirements for gathering feedback from low- to moderate-income residents and special needs groups, such as individuals with disabilities and the elderly, during program development. Additionally, the City provides updates on its programs through the Consolidated Annual Performance and Evaluation Report (CAPER), which is made available to the public and submitted to HUD at the end of each program year.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

This section describes the CDBG program's specific needs. 100% of the City's CDBG funds will be targeted at low- and moderate-income households. The City does not anticipate generating any program income from activities in the CDBG program. **The City transferred \$1,278,687 in program income generated from the Neighborhood Stabilization Program (NSP) to the CDBG program.**

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	1,278,687
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	1,278,687

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2025- 033

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ACCEPTING THE 2024-2025 FISCAL YEAR HOME INVESTMENT PARTNERSHIP ("HOME") FUNDS IN THE AMOUNT OF \$152,215 FOR A TERM RETROACTIVELY COMMENCING OCTOBER 1, 2024 WITH AN END DATE OF MARCH 31, 2026; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF TAMARAC FOR THE DESIGNATION OF SUBRECIPIENT AND PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR THE OWNER-OCCUPIED MINOR HOME REPAIR PROGRAM, FISCAL YEAR 2024-2025, ATTACHED HERETO AS EXHIBIT "A", AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac ("City") and Broward County ("County") are members of the Broward County HOME Consortium ("Consortium"), and are subject to the terms and conditions of the HOME Investment Partnership Program Consortium Cooperation Agreement ("HOME Agreement") renewed by the City and the County on June 14, 2011; and

WHEREAS, in its representative capacity for members of the Consortium to the Department of Housing and Urban Development ("HUD"), the County is the recipient of HOME funds from HUD, and has allocated these funds to various municipalities within the County, including the City; and

WHEREAS, the City must be designated as HOME subrecipient in order to directly execute contracts for HOME eligible activities; and

WHEREAS, the City Commission desires the City to be designated as a HOME subrecipient and to enter into the Interlocal Agreement with the County for HOME Program funds for Fiscal Year 2024-2025 in the amount of \$152,215 for a term retroactively commencing October 1st, 2024 and ending March 31, 2026, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Community Development Director recommends the approval of the Interlocal Agreement with the County for HOME Program funds for Fiscal Year 2024-2025 in the amount of \$152,215, for a term retroactively commencing October 1st, 2024 and ending March 31, 2026; and

WHEREAS, it is recommended that the City Manager be authorized to exercise any extensions to the contract if necessary and appropriate; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interest of the citizens and residents of the City to enter into the Interlocal Agreement with the County for the Designation of Subrecipient and Disbursement of HOME Program funds for housing rehabilitation under the City's Owner-Occupied Minor Home Repair program for Fiscal Year 2024-2025 for expenditures retroactively commencing October 1st, 2024 through March 31, 2026;

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

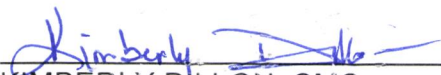
SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC,
FLORIDA THIS 26th DAY OF March, 2025



MICHELLE J. GOMEZ
MAYOR

ATTEST:

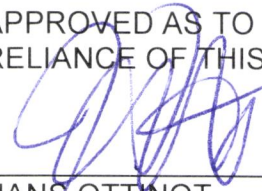


KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	<u>yes</u>
DIST 1: COMM. BOLTON	<u>yes</u>
DIST 2: COMM. WRIGHT	<u>yes</u>
DIST 3: COMM. PATTERSON	<u>yes</u>
DIST 4: V/M. DANIEL	<u>yes</u>

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



HANS OTTINOT
CITY ATTORNEY

Resolution. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The City Commission approves the Interlocal Agreement and the designation of the City of Tamarac as a subrecipient for purposes of the HOME Investment Partnership Program Consortium Cooperation Program, and further authorizes the appropriate City officials to execute the Interlocal Agreement with Broward County for Designation of Subrecipient and Disbursement for the HOME Program for Fiscal Year 2024-2025, a copy of which is attached hereto as Exhibit "A".

SECTION 3: The City Manager is authorized to exercise any extensions to the contract if necessary and appropriate.

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

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

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



**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF TAMARAC
PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS
FOR HOUSING REHABILITATION PROGRAM FOR FISCAL YEAR 2024 – 2025
(CFDA # 14.239 / FAIN # M24-DC-120201)**

This Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and City of Tamarac, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

RECITALS

A. Pursuant to 24 C.F.R. Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement, incorporated herein by reference, pursuant to which the Parties joined the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and County was designated the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program (as herein defined) on behalf of all of the HOME Consortium's members.

B. County, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Program funding from the United States Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set forth in 24 C.F.R. Part 92, and County desires to allocate a portion of the HOME Program funding to City.

C. Pursuant to 24 C.F.R. Part 92.105, County has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the County's consolidated plan, submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The Project (as defined herein) was included in County's consolidated plan.

E. On December 10, 2024 (Agenda Item No. 46), the Broward County Board of County Commissioners authorized HOME funding to fund the Project in City, under the terms more specifically described herein.

F. The federal award information required by 2 C.F.R. Part 200.332(a) is set forth in Exhibit A to this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3 **Code** means the Broward County Code of Ordinances.
- 1.4 **Commitment** means "Commitment" as defined under 24 C.F.R. Part 92.2.
- 1.5 **Contract Administrator** means the Director of the Housing Finance Division, or such other person designated by same in writing.
- 1.6 **County Administrator** means the administrative head of County appointed by the Board.
- 1.7 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.8 **HOME Funds** means the HOME Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.
- 1.9 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.
- 1.10 **HUD** means the United States Department of Housing and Urban Development.
- 1.11 **Income Eligible Household** means a "low-income" or "very low-income" family, each as defined in 24 C.F.R. Part 92.2.
- 1.12 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.
- 1.13 **Project Completion** means when the Project meets certain conditions set by County for close-out, including but not limited to: construction completion (if applicable), title transfer (if applicable), property standards met, funds disbursed and final draw-down, completion information entered into HUD's Integrated Disbursement and Information System (IDIS), including beneficiary information for purchase assistance projects, and completion of all required reports and documentation required by County.

1.14 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, "HOME Investment Partnerships Program," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

1.15 **Services** means all work required of City under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Project Description attached as Exhibit A.

1.16 **Subcontractor** means an entity or individual, including subconsultants, providing Services to County through City, regardless of tier.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Project Description
Exhibit B	Budget
Exhibit C	Project Timeline
Exhibit D	Quarterly Progress Report
Exhibit E	Request for Payment
Exhibit F	Form of Mortgage and Note
Exhibit G	Affirmative Marketing Policy
Exhibit H	Homebuyer/Homeowner Agreement

ARTICLE 3. PROJECT

3.1 City shall provide and implement a Housing Rehabilitation Program for Income-Eligible Households in City as outlined in Exhibit A attached hereto.

3.2 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by sixty (60) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement and/or may reallocate the remaining unexpended HOME Funds under this Agreement in accordance with Section 4.10 of this Agreement. Time is of the essence for City's performance of the duties, obligations, and responsibilities required by this Agreement.

3.3 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by Applicable Law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

3.3.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.

3.3.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.3.3 City shall provide County with quarterly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Quarterly Progress Reports"). The Quarterly Progress Reports for each quarter must be submitted to County no later than the tenth (10th) calendar day of the following quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday.

3.3.4 In addition to the Quarterly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.3.5 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. City shall furnish to County any information County requests for preparation of reports required under 2 C.F.R. Part 200, 24 C.F.R. Part 92, and the Rules and Regulations of HUD, including but not limited to, the consolidated plan, annual action plan, and the annual performance report. Any changes to the Project as described in the consolidated plan, and/or the annual action plan must be approved by County prior to implementation.

3.4 If the work, Services or activities fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all Services or activities for the Project.

3.5 City shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of

County in the forms attached hereto as Exhibit F. City shall ensure that the amount of HOME Funds and the affordability period set forth in the mortgage and promissory note are consistent with the requirements of 24 C.F.R. Part 92.254 and Exhibit A hereto. City shall properly record the executed mortgage and promissory note and furnish them to County within ten (10) days after recordation. City shall cooperate with County to modify and re-record any mortgages and notes to the extent modification is required for compliance with the Project terms submitted to HUD or this Agreement.

3.6 HOME Funds shall be provided by City only to Income Eligible Households.

3.7 City shall meet or exceed the standards described in Exhibit A, and all Applicable Law, and any other regulations imposed by any regulatory body or authority governing the design, permitting, construction, and approval of the Project.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1 The maximum amount payable to City under this Agreement shall be One Hundred Fifty Two Thousand Two Hundred and Fifteen and 00/100 Dollars (\$152,215). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement. The HOME Funds payable under this Agreement are HOME Funds allocated by County to City in accordance with 24 C.F.R. Part 92 and are not designated as a fifteen percent (15%) Community Housing Development Organization set-aside.

4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute HOME Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD. If HUD reduces the HOME funding allocation to the HOME Consortium, County shall reduce City's allocation proportionately.

4.3 City may not request disbursement of HOME Funds under this Agreement until the funds are needed for payment of eligible costs under 24 C.F.R. Part 92.206. City shall invoice County monthly, in an amount limited to the amount needed, if eligible Project expenditures, in accordance with Exhibit B and 24 C.F.R. Part 92.206, have been made, by furnishing to County a request for payment in the form provided in Exhibit E and any such pertinent documentation requested by County, together with the following supporting documentation:

- 4.3.1 Documentation of costs associated with any City personnel providing any Services, if applicable;
- 4.3.2 An executed copy of each Subcontractor contract authorizing Services, activities, or purchase of materials for the Project, if applicable and not previously submitted to County;
- 4.3.5 A certified copy of the purchase order or other City document authorizing the Services, activities, or materials for which City is invoicing;
- 4.3.6 A copy of all Subcontractor invoices for the Project indicating the Services or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;
- 4.3.7 A certification from City's administrator or the administrator's authorized representative certifying that the Services, or activities, or materials being invoiced have been received or completed;
- 4.3.8 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Quarterly Progress Report, utilizing the form provided in Exhibit D or such other form as may be provided to City by County, in County's discretion; and
- 4.3.9 For reimbursement of any retainage paid by City, City must provide the following additional documentation:
 - (a) Evidence, satisfactory to County, of completion of all Project work and objectives;
 - (b) Copies of executed release forms from all Subcontractors;
 - (c) Final documentation, including applicable payroll documents, required under the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable);
 - (d) Copies of final certified plans and "as built" drawings, if applicable;
 - (e) Copies of final permits for the Project, and evidence that all permits for the Project have been closed;

- (f) Final request for payment, in the form provided in Exhibit E, requesting reimbursement of the released retainage amount; and
- (g) Any other documentation reasonably required by County in connection with reimbursement of the released retainage amount.

4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.

4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No HOME Funds shall be used to supplant existing third-party funding.

4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.

4.7 County shall pay City within thirty (30) days after receipt of City's proper Request for Payment for reimbursement of eligible Project expenses in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payments shall be sent to City's address in accordance with Section 12.8, unless otherwise requested by City in writing and approved by the Contract Administrator in writing. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the HOME Funds allocated to the Project by the end of the term of this Agreement. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of County. City shall ensure there is an expenditure of HOME Funds within twelve (12) months of the execution of this Agreement by the Parties, and thereafter, every ninety (90) days, to the greatest extent possible.

4.9 County may suspend payment under this Agreement for any of the following events:

- 4.9.1 Ineligible use of HOME Funds under this Agreement or the Rules and Regulations of HUD;
- 4.9.2 Failure to comply with the terms of this Agreement;
- 4.9.3 Failure to submit reports as required, including Quarterly Progress Reports, beneficiary data, and a favorable audit report;
- 4.9.4 Submission of incorrect or incomplete reports in any material respect; and
- 4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions. Suspension of payment shall not excuse City from continued delivery of Services.

4.10 At the sole discretion of the Contract Administrator, unexpended HOME Funds not provided to or reimbursed to City under the terms of this Agreement, including but not limited to funds unexpended due to a failure to meet the deadlines in accordance with Section 3.2 or failure to comply with any other terms of this Agreement, may be reallocated by County to other HOME Program projects approved for funding by the Board.

4.11 Any HOME Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.

4.12 City shall invoice Subcontractor fees only in the actual amount paid by City, without markup or other adjustment.

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any HOME Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account (i) of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract

Administrator, or (ii) City's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any HOME Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 92, or any other applicable Rules and Regulations of HUD, City must repay County such HOME Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by City, or any intentional, reckless, or negligent act or omission of City, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, and its current, past, and future officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by any breach of this Agreement by City, or any negligence, recklessness, or intentional wrongful misconduct of City and/or persons employed or utilized by City in the performance of this Agreement, including but not limited to City's Subcontractors, consultants, sub-subconsultants, materialmen, or agents of any tier, or any of their respective employees. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to

payment of interest by County. These indemnifications shall survive the expiration or earlier termination of this Agreement.

ARTICLE 6. INSURANCE

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that "Broward County" is listed and endorsed as an additional insured under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to all such broader coverages and higher limits on a primary coverage and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 City shall require that each Subcontractor maintains insurance coverage that adequately covers Subcontractor's exposure based on the Services provided by that Subcontractor. City shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured and certificate holder under the Subcontractor's applicable insurance policies. City shall not permit any Subcontractor to provide services for the Project unless and until all applicable requirements of this article are satisfied. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, at any time to review any and all insurance policies and to adjust the limits and types of coverage required under this article.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 In accordance with 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87, City certifies, to the best of its knowledge, that:

7.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

7.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, City shall complete and submit to County Standard Form-LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 City shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144), Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, and Section 104(L) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. §5304), City represents and warrants that it has adopted and is enforcing policies within its jurisdiction that:

7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Verification of Employment Eligibility. City represents that City and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

7.4 Prohibited Telecommunications. City represents and certifies that it and its Subcontractors do not use, and during the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

7.5 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.6 Breach of Representations. City acknowledges that County is materially relying on the representations, warranties, and certifications of City stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of all HOME Funds paid to City under this Agreement; (b) deduction from HOME Funds due to City under this Agreement in the full amount of any value paid in violation of a representation or warranty; (c) termination of this Agreement without any further liability to City; and (d) debarment of City.

7.7 Public Entity Crime Act. In the event City contracts with a Subcontractor to provide any of the Services, City shall require that each Subcontractor attest that: (a) it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes; (b) its entry into the agreement with the City will not violate that statute; (c) there is no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes; and (d) it has not been formally charged with committing an act as defined as a "public entity crime" regardless of the amount of money involved or whether the Subcontractor has been placed on the convicted vendor list.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 City shall comply with all Applicable Law, and regulations relating to the use of HOME Funds, including but not limited to the Rules and Regulations of HUD and requirements that may be imposed by the HOME Consortium. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 24 C.F.R. 92.356 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family,

business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to, the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.

8.4 City shall comply with the requirements set forth in County's "Policies and Procedures Manual," as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments thereto.

8.5 City shall not use HOME Funds to support or engage in any explicitly religious activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 92.257 and 24 C.F.R. Part 5.109.

8.6 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.7 City shall comply with the requirements set forth in 24 C.F.R. Part 92, Subpart H, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:

8.7.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.

8.7.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, disability, familial status, or national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.

- 8.7.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.
- 8.7.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.
- 8.7.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.
- 8.7.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), and the implementing regulations set forth in 24 C.F.R. Part 40, which require certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.7.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.
- 8.7.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.7.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 8.7.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.7.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.

8.7.12 The provisions relating to labor set forth in 24 C.F.R. Part 92.354 and the Davis-Bacon Act (40 U.S.C. 3141), which relates to all laborers and mechanics employed in the development of any part of the housing, and requires contracts to be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).

8.7.13 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

In compliance with 24 C.F.R. Part 92.504(c)(2)(iv), while City shall assist County to enable County to carry its environmental review responsibilities, City does not assume the County's responsibilities for environmental review under 24 C.F.R. Part 92.352, nor County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 92.357.

8.8 City shall comply with the application requirements under 24 C.F.R. Part 5, Subpart L, in order to afford persons assisted with HOME Funds the protections required under the Violence Against Women Reauthorization Act of 2013 ("VAWA") (Public Law 113-4, originally codified in part at 42 U.S.C. Sections 13701 through 14040), which provides, in part, the following: notification of occupancy rights to applicants for housing and tenants, in accordance with 24 C.F.R. Part 5.2005(a); construction of lease terms and terms of assistance to avoid unwarranted determinations that a lease has been violated or needs to be terminated, in accordance with 24 C.F.R. Part 5.2005(c); and adoption of an Emergency Transfer Plan to enable appropriate tenant transfers to other units without undue procedural constraints, in accordance with 24 C.F.R. Part 5.2005(e), and 24 C.F.R. Part 92, Subpart H, 92.359, as applicable.

8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 92 (including 24 C.F.R. Part 92.520(e) and 24 C.F.R. Part 92.508), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 92.508 and 2 C.F.R. Part 200.

8.10 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.11 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 requirements set forth in 24 C.F.R. Part 75, including the requirements of 24 C.F.R. Part 75.19, and shall include language applying such Section 3 requirements in any contracts or agreements for the Project.

8.12 In accordance with 24 C.F.R. Part 92.214(b), City shall not charge any servicing, origination, or other fees for the costs of administering the Project, except as permitted under 24 C.F.R. 92.214(b)(1).

8.13 Regardless of the HOME allocation year, in accordance with 24 C.F.R. Part 92.504(c)(5), City must enter into a written agreement with each homeowner, in substantially the form set forth in Exhibit H to this Agreement, that conforms with the requirements of 24 C.F.R. Part 92.254(b) and specifies the amount and form of HOME assistance, rehabilitation work to be undertaken, date for completion, and property standards to be met. City shall review Exhibit H for legal sufficiency and ensure that the agreement it enters into with each Income Eligible Household complies with all applicable requirements.

8.14 City shall ensure that the home rehabilitation performed pursuant to the Project complies with the property standards set forth in 24 C.F.R. 92.251(b), including but not limited to, (i) applicable state and local codes and ordinances, including zoning requirements and the Florida Building Code; (ii) lead-based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355; (iii) the standards for major systems, set forth in 24 C.F.R. Part 92.251(b)(1)(ii); (iv) the accessibility standards of 24 C.F.R. Part 8, and Titles II and III of the Americans with Disability Act (42 U.S.C. 12131-12189), as applicable, and (v) uniform physical conditions standard, in accordance with 24 C.F.R. 5.703 and 24 C.F.R. 5.705.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 92.505. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, if any of the provisions of federal statutes or regulations relating specifically to the HOME Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of

City. All HOME Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use HOME Funds only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all HOME Funds provided by County under this Agreement in accordance with the Agreement, Applicable Law, and HUD regulations.

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any HOME Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

9.5.1 Use of any HOME Funds for ineligible Project expenses or activities, including any overpayments by County.

9.5.2 Any HOME Funds expended by City, or any of its Subcontractors, in violation of this Agreement.

9.5.3 Any HOME Funds expended under this Agreement and required to be repaid to HUD.

If City is required to repay County any HOME Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible HOME Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 City shall account for "Program Income," as defined in 24 C.F.R. Part 92.503, in accordance with the provisions under 24 C.F.R. Part 92.503. City shall report Program Income to County in the City's Quarterly Progress Reports. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year HOME Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 92.503, relating to Program Income under the HOME Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's HOME funding award in County's next HOME Program funding cycle, subject to the retention of a ten percent (10%) administrative fee payable to County.

9.7 Reversion of Assets. Upon the expiration or earlier termination of this Agreement, City shall transfer to County any HOME Funds or Program Income on hand and any accounts receivable attributable to the use of HOME Funds under this Agreement.

9.8 Withdrawal from the HOME Consortium.

9.8.1 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

9.8.2 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is not designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in City's possession and attributable to City's HOME funding allocation during the period of time City was a HOME Consortium member. County shall retain all obligations and responsibilities attributable to such HOME funding.

9.8.3 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 11, and City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

9.9 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit G, relating to marketing of the Project to Income Eligible Households.

ARTICLE 10. TERM OF AGREEMENT

This Agreement begins retroactively on October 1, 2024 ("Effective Date"), and continues through April 1, 2026 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional

Extension, as those terms are defined in this article, are collectively referred to as the "Term." City must ensure Project Completion prior to expiration of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of HOME Program funding from HUD. If HUD terminates, suspends, discontinues, or substantially reduces the HOME Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within ten (10) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within sixty (60) days after the applicable deadline; (ii) City's repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; (iii) City's failure to comply with Applicable Law, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.3; (vi) City's material breach of the representations and warranties set forth in Article 7; (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424; or (viii) if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes or is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes,

or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 If this Agreement is terminated by County for cause, City shall repay to County any HOME Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to section 11.3 effective thirty (30) days after such notice was provided.

11.3 Termination for Convenience; Other Termination. This Agreement may be terminated for convenience by the County with at least thirty (30) days advance written notice to City. County Administrator is hereby authorized to terminate this Agreement for convenience on behalf of County. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to City of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 If this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the HOME Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of

termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.6 If this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all Documents and Work are provided to County pursuant to Section 12.1.

11.7 If City elects to terminate this Agreement or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

11.8 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to City's failure to comply with any term(s) of this Agreement.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, documents, materials, data or other work created by City in connection with this Agreement, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

12.2 Equal Employment Opportunity. City and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and all Subcontractors that are related to this Agreement. City and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City and all Subcontractors shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

City and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least four (4) years after expiration or termination of this Agreement, or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. City must comply with the records retention requirements set forth in 24 C.F.R. Part 92.508. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. City shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, City shall make adjustments for the overcharges, reimburse County for administrative costs, and pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with all Subcontractors.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor of County and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third-Party Beneficiaries. Neither City nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.8 Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for City. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Housing Finance Division
Attn: Ralph Stone, Director
110 N.E. 3rd Street, Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR CITY:

City of Tamarac
Maxine Calloway, Director
7525 NW 88th Avenue, Room 206
Tamarac, Florida 33321
Email address: Maxine.Calloway@tamarac.org

12.9 Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.11 Compliance with Laws. City and the Services must comply with all Applicable Law, including, without limitation, the Rules and Regulations of HUD and any related federal, state, or local laws, rules, and regulations, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

12.12 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or

subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement, or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City's expenditures of HOME Funds, provided such changes do not result in an increase in the total amount of the HOME Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

12.19 Payable Interest.

12.19.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This section shall not

supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.23 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

12.24 Multiple Originals and Counterparts. This Agreement may be executed in multiple originals, or in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

12.25 Use of County Name or Logo. City shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

12.26 Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, City certifies that it has and will maintain a drug-free workplace program throughout the Term.

12.27 Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of City, City hereby attests under penalty of perjury that City does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of City declares that they have read the foregoing statement and that the facts stated in it are true.

12.28 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 10th day of December, 2024 (Agenda Item No. 46), and City of Tamarac, signing by and through its Mayor or Vice Mayor, duly authorized to execute same.

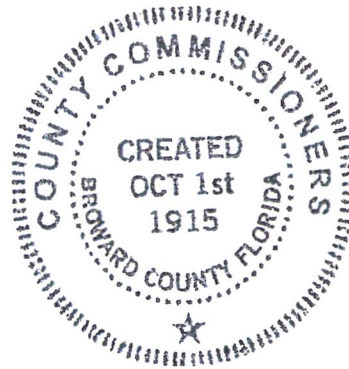
COUNTY

Broward County, by and through
its County Administrator

By: Dr. Linn Campbell
for Monica Cepero

25th day of April, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600



By: Karina D. Rodrigues Digitally signed by Karina D. Rodrigues
Date: 2025.04.23 14:21:04 -04'00'
Karina D. Rodrigues (Date)
Assistant County Attorney

By: Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2025.04.23 14:21:15 -04'00'
Annika E. Ashton (Date)
Deputy County Attorney

KDR
Tamarac Home Repair FY24-25
2/7/2025

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF TAMARAC
PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS
FOR HOUSING REHABILITATION PROGRAM FOR FISCAL YEAR 2024 – 2025
(CFDA # 14.239 / FAIN # M24-DC-120201)

CITY OF TAMARAC

ATTEST:

Kimberly
CITY CLERK



By: Michelle J. Gomez
CITY MAYOR

Michelle J. Gomez
Print Name

26th day of March, 20 25

I HEREBY CERTIFY that I have
approved this Agreement as to form and
legal sufficiency subject to execution by
the parties.

[Signature]
City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year: FY 2024-2025

Project Description: City of Tamarac
Housing Rehabilitation Program-Minor Home Repair

HOME Funds Allocation: \$140,247

Program Income: \$11,968

Total Allocation: \$152,215

Project Description:

HOME Funds in the amount of One Hundred Fifty-Two Thousand Two Hundred Fifteen Dollars (\$152,215) provided under this Agreement shall be used by City to provide housing rehabilitation-minor home repair to a minimum of one (1) Income Eligible Households, at an amount up to Eighty-Five Thousand Dollars (\$85,000) for each low-income family, as defined in 24 C.F.R. Part 92.2. City shall certify each applicant for income-eligibility as provided for in this Agreement.

Program Summary

City shall require each Income Eligible Household to execute a Mortgage and Promissory Note for any HOME Funds provided in accordance with this Agreement in favor of the County. The maximum grant amount for each Income Eligible Household includes all administrative fees and lead-based paint fees. Applicants will be processed by City on a first-qualified, first-served basis. The existing home value shall be in accordance with homeownership value limits set annually by HUD regulations.

The loan terms shall be as follows:

- Maximum assistance of \$85,000 for each low-income family, as defined in 24 C.F.R. Part 92.2.
- There shall be no annual reduction during the first fourteen (14) year occupancy period, and a principal reduction of 50% beginning in year 14. The principal balance of the loan ("Loan") shall be forgiven at the end of fifteen (15) years. Full repayment of the Loan is due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the owner during the fifteen (15) year occupancy period.

- The loan terms are subject to the affordability periods as mandated by HUD regulations.

City's Responsibilities

- City will prepare and record all Mortgages and Promissory Notes in favor of County, in the form provided in Exhibit F.
- City will forward to County within 30 days all original Mortgages, Promissory Notes (with a recorded copy) and **Homeowner Agreements** (Homeowner Agreements are not required to be recorded).
- City will ensure that the Income Eligible Households list the County as an additional mortgagee on their insurance policies.
- City shall comply with HUD Rules and Regulations governing the Project, including, but not limited to, the following:
 - Property shall be in compliance with applicable local codes and the Florida Building Code, in accordance with 24 C.F.R. Part 92.251, Property Standards.
 - The environmental effects of each activity carried out with HOME Funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969. To enable the County to carry its environmental review responsibilities, before HOME Funds are committed to the Project, the City shall 1) conduct a Tier I Environmental Review (ERR) and submit it to the County so that County may request the Release of Funds from HUD, and 2) when the beneficiary is identified, ensure that a Tier II Environmental Review (ERR) is conducted in accordance with 24 C.F.R. Part 58, per 24 C.F.R. Part 92.504(c)(2)(iv), and 24 C.F.R. Part 92.352, and provide it to the County.
 - Lead-based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355.
 - Income Eligible Household shall refer to a household with a maximum household income less at 80% or below of County median income.
 - Ensure compliance with the recapture and affordability restrictions set forth in the Agreement.

- **City will ensure that each household has a written homeowner rehabilitation agreement in substantially the form set forth in Exhibit H, as per 24 C.F.R. 92.504(c)(5)(i) prior to disbursing HOME Funds.**

County's Responsibilities

- County will monitor all Mortgages and Promissory Notes recorded by City in favor of County.
- County will prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, if the requested subordination or satisfaction is in compliance with the County's subordination policy and Sections 27.209 and 27.210 of the Broward County Administrative Code, as applicable.

County Subordination Policy must be met for subordination to be considered:

- NO CASH OUT with HOME mortgages.
- Homeowner must retain at least 10% equity.
- Broward County must stay in second lien position.

Federal Award Identification Information as required by 2 C.F.R. Part 200.332(a)

Subrecipient name: City of Tamarac

Subrecipient Unique Entity Identifier: TTF2J2YM9K83

Federal Award Identification Number (FAIN): M24-DC-120201

Federal Award Date: September 10, 2024

Subaward Period of Performance Start and End Date: See timeline in Exhibit C

Subaward Budget Period Start and End Date: See timeline in Exhibit C

Amount of Federal Funds Obligated by this action by County to Subrecipient: See Exhibit B

Total Amount of Federal Funds Obligated to Subrecipient by County, including the current financial obligation: \$152,215; Amount includes only federal funds from County's fiscal year 2024-2025 Annual Action Plan.

Total Amount of the Federal Award committed to Subrecipient by County: See Exhibit B

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): See Exhibit A for project description.

Name of Federal Awarding Agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Federal Awarding Agency: United States Department of Housing and Urban Development

Pass-through Entity: Broward County

Contact Information for awarding official of the pass-through entity: See Section 12.8 of this Agreement.

Assistance Listings number and Title: CFDA 14.239 – HOME Investment Partnership Program (HOME Program); The dollar amount made available under each Federal Award and CFDA at time of disbursement: For amount see Exhibit B - CFDA 14.239

Identification of whether the award is R&D: No

Indirect cost rate for the Federal award: N/A

ATTACHMENT 1 TO EXHIBIT A

PROGRAM DESIGN

The HOME Rehabilitation Program is designed to assist homeowners with minor rehabilitation of substandard owner-occupied housing units in need of repairs to correct code violations and health and safety issues.

The City must establish rehabilitation standards for all HOME-assisted housing rehabilitation activities that set forth the requirements that the housing must meet upon project completion. City should ensure its rehabilitation standards address its priorities and at a minimum meet the requirements of Applicable Law, including applicable State or local codes, and HUD HOME Regulations. The description of its standards must comply with the requirements of 24 C.F.R. 92.251(b)(1)), and be in sufficient detail to determine the required rehabilitation work, including **methods and materials** to be used. The entire HOME-assisted housing must meet all Applicable Law (i.e. applicable State or local codes, ordinances, and HUD requirements).

HUD plans to issue guidance regarding how to incorporate the Uniform Property Condition Standards (UPCS) into the standards for rehabilitation and acquisition projects. City will be responsible for ensuring compliance with new requirements under Applicable Law, including HUD requirements, and for updating its rehabilitation standards accordingly.

In addition, the City shall evaluate its current **processes** for inspecting HOME-assisted housing to ensure compliance with applicable standards. The 2013 Rule (pursuant to 24 C.F.R. 92.3(b)) requires the following inspections and project reviews:

- An initial property inspection to determine the extent of work to be completed for rehabilitation projects
- Review and approval of project plans (work write-ups) and cost estimates
- Construction progress and final inspections to ensure that work is done in accordance with the Applicable Law, the construction contract, and construction documents

City must include in the work write-up prepared for each HOME-assisted housing all work required to bring the entire housing into compliance with Applicable Law and standards.

The City establishes the priorities as follows:

- i. *Health and safety;*
- ii. *Major systems;*
- iii. *Lead-based paint;*

- iv. *Accessibility;*
- v. *Code deficiencies (including all local codes, ie. South Florida Building Codes (SFBC) and zoning requirements); and*
- vi. *Disaster mitigation, where relevant.*

Program Implementation Overview

The City of Tamarac's Community Development Department, through its Housing Division, is responsible for the management, implementation, and the bidding and construction process of the City's Owner-Occupied Minor Home Rehabilitation Program. The Housing and Community Development Manager, or her designee, operates the program according to the housing guidelines and consistent with HUD regulations and County policies. Personnel will assist Income Eligible Households that meet the HUD income guidelines and currently own a home and occupy it as their primary and only residence within the City of Tamarac. Accomplishments will be measured through the completion of minor home rehabilitation projects for a minimum of one (1) home within the City. Program implementation includes the following:

1. Direct service to HOME eligible recipients and properties may include, but is not limited to:
 - a. Advertise and distribute program information to ensure the community is aware of available funding through the Owner-Occupied Rehabilitation Program;
 - b. Coordinate client intake and property eligibility;
 - c. Process and approve applications;
 - d. Perform property assessments;
 - e. Develop a comprehensive bid specification and Scope of Work for eligible units;
 - f. Conduct established bidding procedures;
 - g. Award to qualified contractors;
 - h. Prepare City's closing documents;
 - i. Schedule closings with qualified owner-occupants;
 - j. Prepare transmittal documents for recording in a timely fashion;
 - k. Oversee and manage the construction process from permitting through the final inspections; and
 - l. Review and approval of change orders.

2. Quarterly reporting of program status:
 - a. Provide Quarterly Reports on program activities and progress;
 - b. Review current status of program for compliance with HUD guidelines and program objectives;
 - c. Complete all reports required by County and HUD;
 - d. Monitor program expenditures; and
 - e. Prepare and submit reimbursement requests.

EXHIBIT B

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

BUDGET NARRATIVE	Cost Category	HOME Funds	City Funding	Other Funding Sources	Total
A	Personnel (Service Delivery/ADC)	\$ 16,669.06			\$ 16,669.06
	Fringe Benefits				
B	Travel				\$ -
C	Equipment/Supplies	\$ 518.58			\$ 518.58
D	Direct Client Subsidy	\$ 135,027.36			\$ 135,027.36
E	Contractual Services				\$ -
F	Construction				\$ -
G	Inspections/Testing	\$ -			\$ -
H	Lien Recording/Doc. Stamp Fees	\$ -			\$ -
I	Other				\$ -
Total		\$ 152,215.00	\$ -	\$ -	\$ 152,215.00

BUDGET NARRATIVE¹

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for HOME funding sources utilized in financing the Project.

Direct Client Subsidy: Cost of rehabilitation, to include soft costs, for a minimum of one (1) Income Eligible Households at an amount up to \$85,000 for each low-income family, as defined in 24 C.F.R. Part 92.2. **The balance, if any, will be used to assist (or leverage) additional client(s) for housing rehabilitation assistance-minor home repair assistance.**

- Activity/Service Delivery Cost (ADC): estimated \$16,669.06
(when submitting reimbursement, City must include timesheets and or negotiated contracts associated with implementation of the Project)
- Equipment/Supplies: \$518.58
- Other Costs (appraisals, recording fees, etc.): **included in Activity/Service Delivery Cost**

HOME Funds under the Agreement in the amount of One Hundred Fifty-Two Thousand Two Hundred Fifteen Dollars (\$152,215) shall be administered by City to provide housing rehabilitation-minor home repair to a minimum of one (1) Income Eligible Household, at an amount up to Eighty-Five Thousand Dollars (\$85,000). Activity/Service Delivery Costs for the City to implement this Activity is **\$16,669.06**. Equipment/Supplies costs for the City to implement this Activity is **\$518.58**. The balance, if any, will be used to assist (or leverage) additional client(s).

The Direct Client Subsidy maximum amounts include all costs, with the exception of recording fees. The total Direct Client Subsidy amount will be reflected on the mortgage.

When submitting requests for payments for direct services, they must be accompanied by a timesheet(s) which includes client name, address and a description of work tied to hours billed.

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable to cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

WORK TASKS	PROJECTED YEARLY TOTAL	START-UP	COMPLETION
Ensure commitment of HOME Funds	1	December 1, 2024	December 31, 2025
Identify and process Income Eligible Households	2	December 1, 2024 (Ongoing)	November 1, 2025
Preparation and Execution of Homeowner Agreements with Income Eligible Clients (Encumber funds)	2	January 1, 2024 (Ongoing)	December 31, 2025
Commence Work Write-Ups	2	January 31, 2025	November 30, 2025
Conduct pre-bids and award of projects	2	February 28, 2025	December 31, 2025
Commence Repairs	2	February 28, 2025	December 31, 2025
Repairs Completed	2	n/a	March 15, 2026
Expend the HOME Funds allocated to the Project	1	December 1, 2024 (Ongoing)	March 31, 2026
Provide invoices to County	2	June 1, 2025	March 31, 2026* *(all funds must be expended on or prior to this date)
Provide Quarterly Progress Reports to County	6	October 1, 2024	March 31, 2026
Provide Final Report to County with Final Beneficiary Data	1	n/a	March 31, 2026

The timeline is structured for the County to be able to comply with the HUD commitment regulations. The County will consider requests for extensions of deadlines on a case-by-case basis and retains full discretion to accept or deny such requests. The County will not extend any deadlines unless there is an available exception.

EXHIBIT D

QUARTERLY PROGRESS REPORT

Report Months Covered: Click or tap here to enter text. to Click or tap here to enter text. Year Click or tap here to enter text.

Project Fiscal Year Click or tap here to enter text. Date of Report Click or tap here to enter text.

1. Project Information.

City or Agency Name Click or tap here to enter text.

Project Title Click or tap here to enter text.

Project Start-up Date Click or tap to enter a date.

Project Completion Date Click or tap to enter a date.

Revised Completion Date if applicable Click or tap to enter a date.

Name and Title of Person Preparing the Report Click or tap here to enter text.

Signature _____

2. Project Cost (Includes expenditures not yet submitted for reimbursement)

	Fiscal Year Project budget	Total Expenditure Up to Last Billing	Expenditures not yet submitted	Total Funds Expended to Date	Percentage Expended
HOME Funds				\$ -	0%
Other Funding (specify source)				\$ -	0%
Total Project	\$ -	\$ -	\$ -	\$ -	0%

3. Percent of Project completed to date Click or tap here to enter text. %

4. Declaration of Agency Program Income.

Program Income/Recapture Amount: \$ Click or tap here to enter text. Funding Year FY Click or tap here to enter text. Client Name Click or tap here to enter text. City Click or tap here to enter text.

Address Click or tap here to enter text.

Date received by City Click or tap here to enter

text. Type of Activity (Rehab or DPA) Click or tap here to enter text. Date check sent to County Click or tap here to enter text.

5. Indicate work tasks and qualified accomplishments completed during the period of this report. Indicate n/a if not applicable

Work Tasks	Projected Yearly Project Performance	Status during period of this report (i.e., Underway or Completed)	Indicate number served during this report period only	Fiscal Year to Date Progress
Ensure commitment of HOME Funds	1			
Identify and process Income Eligible Households	2			
Preparation and Execution of Homeowner Agreements with Income Eligible Clients (Encumber funds)	1			
Commence Work-Write Ups	2			
Conduct pre-bids and award of projects	2			
Commence Repairs	2			
Repairs Completed	2			
Expend the HOME Funds allocated to the Project	1			
Provide invoices to County	2			
Provide Quarterly Progress Reports to County	6			
Provide Final Report to County with Final Beneficiary Data	1			

Beneficiary Information for clients being served <u>this Report Period</u>	Name 1. Click or tap here to enter text. 2. Click or tap here to enter text. 3. Click or tap here to enter text. 4. Click or tap here to enter text.	Address 1 Click or tap here to enter text. 2 Click or tap here to enter text. 3. Click or tap here to enter text. 4. Click or tap here to enter text.	City Click or tap here to enter text.
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6. If project(s) are not on schedule, describe any delays or problems encountered, the reason, and related actions.

Click or tap here to enter text.

7. Did the City make any changes with regards to contractors/vendors associated with the project? ☐no yes ☐

Please explain: Click or tap here to enter text.

8. Did the City make, or does it plan on making, any Substantial Changes to its program relating to activities, purpose, allocation priorities, or more than a 50% change in funding or beneficiaries previously approved by the County Commission?

☐no yes ☐ Please explain: Click or tap here to enter text.

For any completed project, please complete the Direct Benefit Report Form that follows as Attachment 1 to this Exhibit. The form will serve as a running total of beneficiary data.

ATTACHMENT 1 TO EXHIBIT D

DIRECT BENEFIT REPORT FORM

Please specify total number of persons or households (as applicable) assisted/served since execution of the Agreement.

HOMEOWNER DPA - HOUSEHOLD ACCOMPLISHMENT DATA																	
Subrecipient																	
Accomplishment Period: Is this a Final Report: *																	
Cells with an asterisk (*) have DROP DOWN OPTIONS please click on cell below																	
LOCATION (TAB 1 IN IDS)																	
IDIS Activity Number	HOME Funding Year	First Name	Last Name	Street Address	City	County	Zip Code	HOME Assisted Units	Unit Qualified as Energy Star*	Section 504 Accessible Units*	Property Type*	Total Completed Units	Applicable Lead Paint Requirement*	Lead Hazard Remediation Actions*	FHA Insured*	First Time Homebuyer*	Homebuyer Counseling Provided*
11																	
12						Broward											
13						Broward											
14						Broward											
15						Broward											
16						Broward											
17						Broward											
18						Broward											
COSTS (TAB 2 IN IDS)																	
CHOOSE ONLY ONE HOME FUND TYPE-THIS FY ONLY:																	
ENTER APPLICABLE PUBLIC FUNDS (Fund Type/Name, Amount and FY)																	
ENTER APPLICABLE PRIVATE FUNDS (Fund Type/Name, Amount and FY)																	
Last Name	Amortized Loan \$	Grant \$	Deferred Payment Loan \$	Other \$	Non-Recorded Fee \$ Charged to this FY ONLY	Total \$ (THIS FY HOME FUNDS)	Other Federal Fund Type- Fund Name	Other Federal Fund \$	Other Federal Fund FY	Other State Fund Type- Fund Name	Other State Fund \$	Last Name	Tax Exempt Bonds	Total \$	Last Name	Private Loans \$	Owner Cash Contribution \$
23																	
24	0					\$ -							0	\$ -	0		
25	0					\$ -							0	\$ -	0		
26	0					\$ -							0	\$ -	0		
27	0					\$ -							0	\$ -	0		
28	0					\$ -							0	\$ -	0		
29	0					\$ -							0	\$ -	0		
BENEFICIARIES (TAB 3 IN IDS)																	
Unit Number	Number of Bedrooms*	% Median Income*	Hispanic or Latino*	Race*	Household Size*	Household Type*	Assistance Type*										
31																	
32																	
33																	

EXHIBIT E

REQUEST FOR PAYMENT

HOME Investment Partnerships Grant Program
Fiscal Year 2024 to 2025

Contract Period: _____ to _____

1. Project Name:			
2. Organization:		Telephone Number:	
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended through this Billing:			
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

7. Details of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)

Invoice #
(If Applicable)

Description of Service

Amount

8. Certification:

Signature and Title of Authorized Official

Date _____

EXHIBIT F

FORM OF MORTGAGE AND PROMISSORY NOTE

Return recorded document to:
Broward County
Housing Finance Division
110 N.E. 3rd Street, Suite 300
Fort Lauderdale, Florida 33301

Document prepared by:
[INSERT NAME OF PREPARER]
[INSERT ADDRESS OF PREPARER]
Matures: _____ day of _____, 20__

MORTGAGE TO SECURE HOME INVESTMENT PARTNERSHIPS PROGRAM FINANCING FOR HOME REPAIR

Form Version: January 2025

This Mortgage to Secure HOME Investment Partnerships Program Financing for Home Repair ("Mortgage") made this ____ day of _____, 20__, between _____, a _____, whose address is _____ (hereinafter referred to as "Mortgagor"), and Broward County, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as "Mortgagee").

A. Mortgagee is a recipient of HOME Investment Partnerships Program funds pursuant to 24 C.F.R. Part 92, (the "HOME Rules and Regulations") and has agreed to loan a portion of Mortgagee's HOME program funds to Mortgagor for purposes of home repair activities for the Property (as defined herein).

B. Mortgagor is indebted to Mortgagee in the principal sum of _____ Dollars (\$ _____) ("Loan"), which indebtedness is evidenced by Mortgagee's Promissory Note of even date herewith ("Note"), attached hereto as Exhibit A.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, Mortgagor does hereby mortgage, grant, and convey to Mortgagee the property described in Attachment A, located in the County of Broward, State of Florida, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Mortgagor agrees to secure to Mortgagee the payment of the Loan as evidenced in the Note, payable to Mortgagee, and agrees to comply with the terms and conditions of this Mortgage and Note, and the terms and conditions set forth in 24 C.F.R. Part 92, HOME Investment Partnerships Program, including the applicable affordability periods established by the Broward County Housing Finance Division.

The sums secured under this Mortgage are provided in the form of a zero percent (0%) interest rate, deferred payment, forgivable loan. Fifty percent (50%) of the initial Loan principal amount shall be forgiven on the fourteenth (14th) anniversary of the date of execution of the Note, provided the Mortgagor complies with all terms of this Mortgage and Note. Upon the expiration of the term of this Mortgage as provided in Section 2 hereof, so long as Mortgagor has complied with all the terms of this Mortgage and the Note, and no Event of Default (as defined below) has occurred or is occurring, the Mortgage shall be deemed satisfied and, upon request of Mortgagor, Mortgagee shall execute a Satisfaction of Mortgage. Mortgagor shall pay all costs of recordation of the Satisfaction of Mortgage, if any. If, however, the Mortgagor sells or transfers title to the Property used to secure this Mortgage prior to the full term of the Loan, or fails to comply with any terms and conditions of this Mortgage or the Note, the outstanding principal amount of the Note securing this Mortgage shall immediately become due and payable to Mortgagee.

This Mortgage shall be a second mortgage on the Property.

Mortgagor hereby further covenants and agrees as follows:

1. **Payment of Principal.** Mortgagor shall pay when due the outstanding principal under the Note in accordance with the terms of the Note.

2. **Term of Mortgage.** The term of this Mortgage shall be fifteen (15) years from the date of execution of the Note.

3. **Charges.** Mortgagor shall pay, prior to becoming delinquent, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments.

4. **Insurance.**

(a) If Property is subject to any other mortgage, Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured as required by any such mortgage.

(b) If Property is not subject to any other mortgage, Mortgagor is not required to maintain insurance on the Property except for Flood insurance as required by Section c.

(c) If Property is located within a FEMA-designated Flood Hazard Area, Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against any loss by floods. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires.

(d) If Mortgagor maintains insurance of the property, such policies, shall include a standard mortgagee clause, and shall name Mortgagee as mortgagee and/or an additional loss payee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all receipts of paid premiums.

(e) In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor.

(f) If Mortgagor abandons the Property, Mortgagee may file, negotiate, and settle any available insurance claim and related matters. If Mortgagor does not respond within thirty (30) days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may settle the claim. In either event, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

(g) If, under Section 16 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property, prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **Purpose of Mortgage.** It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor with respect to the Loan, as the same is evidenced by the Note, and all renewals, extensions, and modifications thereof. This Mortgage shall not be deemed released, discharged, or satisfied until the entire indebtedness evidenced by the Note is satisfied in full.

6. **Representations and Warranties.** Mortgagor represents and warrants that: (a) there are no actions, suits, or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, (b) Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; and (c) in connection with the Loan, Mortgagor has not made any material misrepresentations of fact relating to Mortgagor's income and eligibility for the Loan.

7. **Primary Resident.** As an inducement for Mortgagee to make the Loan, Mortgagor hereby agrees to and covenants that Mortgagor will be the primary resident(s) of the Property during the entirety of the term of the Mortgage and Note.

8. **Care of Property.**

a. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Mortgagee. Mortgagor will not make, permit, or suffer any alteration or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements, if any, required to be made with the proceeds of the Loan, nor will Mortgagor use, or permit or suffer the use of, any of the Property for any purpose other than the purpose or purposes for which the same is now used, without the prior written consent of Mortgagee.

b. Mortgagor will maintain the Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, impairment, or deterioration of the Property, or make or permit to be made to the Property any alterations or additions that would have the effect of materially diminishing the value thereof or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof and will promptly comply with all of the requirements of federal, state, and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof. If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefore. If the Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same as soon as practicable to Mortgagee. If a part of the Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair, or alter the remaining property in a manner satisfactory to the Mortgagee. Mortgagee's approval of such restorations, repairs, or alterations shall not be unreasonably withheld.

9. **Transfer of the Property.** No part of the Property or an interest therein shall be sold or transferred by Mortgagor without the written consent of Mortgagee. If Mortgagor sells or transfers any interest in the Property, the outstanding principal amount of the Note secured by this Mortgage shall become immediately due and payable. If the outstanding principal amount of the Note becomes due and payable, Mortgagee shall provide Mortgagor notice of acceleration, in accordance with Section 16 hereof. Mortgagor shall pay the sums declared due and payable within thirty (30) days after the date of the notice. If Mortgagor fails to timely pay such sums, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by Section 17 hereof.

10. **Hazardous Substances.** Mortgagor shall not use, generate, store, or dispose of Hazardous Materials on the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Laws. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action, of which the Mortgagor has actual knowledge, by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Laws. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Laws, and provide Mortgagee notice thereof. As used in this section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Laws, including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section, "Environmental Laws" means federal, state, and local laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection, including but not limited to the Federal Resource Conservation and Recovery Act and the Federal Comprehensive Environmental Response, Compensation and Liability Act.

11. **Compliance with Laws.** Mortgagor shall comply with all federal, state, and local laws applicable to the Loan and the Property, including all requirements of the U.S. Department of Housing and Urban Development and 24 C.F.R. Part 92, as may be amended from time to time.

12. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants or agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances,

disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

13. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor reasonable notice prior to any such inspection.

14. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. The proceeds referred to in this paragraph shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or, if after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date of such notice, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

15. **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

a. Failure by Mortgagor to duly keep, perform, and observe any other covenant, condition, or agreement in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, for a period of ten (10) days after Mortgagor gives written notice specifying the breach.

b. If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Mortgage for all or any of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future federal, state, or other statute or law, such proceeding shall not have been dismissed or stayed on appeal; or if within the thirty (30) days after appointment without the consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, of any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.

c. The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner of collection of any such taxes, so as to effect adversely this Mortgage or the debt secured hereby unless Mortgagor can and does in a proper and legal manner, pay any and all sums of whatever kind which may be incurred or charged under such new or modified law.

d. If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days after the service of foreclosure proceedings on Mortgagor.

e. Any default under any mortgage that is superior or inferior to the Mortgage. Mortgagor shall have the affirmative obligation to immediately notify Mortgage in writing of the occurrence or existence of any such default.

f. Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note or this Mortgage related to the funding assistance provided.

g. Any action prohibited herein.

h. The transfer or lease of the Property to a third party.

- i. The abandonment or vacation of the Property by Mortgagor whereby said Mortgagor ceases to reside and occupy the Property as his or her principal residence.

16. **Acceleration; Remedies.** Except as provided in Section 9(b) hereof, upon the occurrence of an Event of Default, Mortgagee, prior to acceleration, shall mail notice to Mortgagor as provided in Section 20 hereof specifying: (1) the Event of Default; (2) the action required to cure such Event of Default; (3) a date, not less than thirty (30) days after the date the notice is received by Mortgagor, by which such Event of Default must be cured to the satisfaction of Mortgagee; and (4) that failure to cure such Event of Default on or before the date specified in the notice may result in any action in law or equity, as Mortgagee determines to be most effectual to enforce Mortgagor's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of an Event of Default or any other defense of Mortgagor to acceleration and foreclosure. If the Event of Default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorneys' fees and costs of title evidence. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the first position mortgage on the Property, shall receive title to the Property free and clear from provisions, if any, in this Mortgage restricting the use of the Property to low or moderate-income households, restricting the ability to sell the Property, or otherwise imposing occupancy requirements on the Property.

17. **Remedies Cumulative.** All remedies provided in this Mortgage are separate, distinct, and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively. No act of Mortgagee shall be construed as an election to proceed under any provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

18. **Mortgagor's Right to Reinstate.** Notwithstanding the Mortgagee's right to acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings initiated by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage had no acceleration occurred; (b) Mortgagor cures all breaches of this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, including but not limited to reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien secured by this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Recordation.** This Mortgage and the Note shall be recorded in the Official Records of Broward County, Florida, by the Mortgagee at the expense of Mortgagor.

20. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor or Mortgagee provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to the party for whom it is intended at such party's respective address set forth above in the introductory paragraph to this Mortgage.

21. **Governing Law.** This Mortgage shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Mortgage shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Mortgage must be litigated in federal court, the exclusive venue shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that the venue in Broward County is not convenient. **BY ENTERING INTO THIS MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MORTGAGE.**

22. **Attorneys' Fees and Costs.** As used in this Mortgage and in the Note, "attorney's fees" shall include those fees and costs, if any, which may be awarded by a trial or appellate court.

23. **Jointly and Severally Bound.** Mortgagor and others who may become liable for all or any part of the obligations under this Mortgage, hereby agree to be jointly and severally bound by this Mortgage and jointly and severally waive demand, protest, notice of nonpayment, and any and all lack of diligence or delays in collection or enforcement hereof, and specifically consent to any extension of time, release of any party liable for this obligation, including any maker, or acceptance of other security therefor. Any such extension or release may be made without notice to said party and without in any way affecting the liability of such party.

24. **No Waiver; Mortgagor Not Released.** It is expressly agreed and understood that a waiver by Mortgagee (which waiver shall only be valid if given in writing) of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by Mortgagee in enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage. An extension of time for payment or a modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the amortization of the sums secured by this Mortgage by reason of any demand made by the Mortgagor or Mortgagor's successor in interest.

25. **Severability.** If any provision, or part thereof, contained in this Mortgage is, for any reason, held to be invalid, illegal, unenforceable in any respect, or in conflict with applicable law, such invalidity, illegality, unenforceability, or conflict shall not affect any other provision (or remaining part of the affected provision) of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, unenforceable, or conflicting provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal, unenforceable, or in conflict with applicable law.

26. **Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

27. **Further Assurances.** Mortgagor shall cooperate with County to modify and re-record this Mortgage and/or the Note to the extent modification is required (i) to correct any defect or error in the Mortgage and/or Note, or (ii) for compliance with applicable federal, state, or local law.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MORTGAGOR, _____, has executed this Mortgage.

WITNESSES:

MORTGAGOR:

Sign Name: _____

By: _____

Name: _____

(Print or Type Name)

Address: _____

Sign Name: _____

By: _____

Print Name: _____

(Print or Type Name)

Address: _____

STATE OF FLORIDA)
 SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____, who ☐ is personally known to me or who ☐ has produced _____ as identification.

[Notary Seal]

Print Name: _____

Notary Public

Commission Number: _____

Commission Expires: _____

ATTACHMENT A

To

**Mortgage to Secure HOME Investment
Partnerships Program Financing for Home Repair**

Legal Description:

Parcel Identification Number:

Street Address:

EXHIBIT A TO MORTGAGE

HOME PROMISSORY NOTE **HOME REPAIR PROGRAM**

Forgivable Loan

\$ (Amount to be inserted)

Matures: ____ day of _____, 20____, 20____

FOR VALUE RECEIVED, the undersigned _____ ("Maker"), whose address is _____, promises to pay to the order of Broward County, a political subdivision of the State of Florida ("Holder"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or such other location or address as Holder may from time to time designate in writing, the principal sum of _____ Dollars (\$_____) ("Loan") to be paid in lawful U.S. currency.

1. The real property ("Property") securing this Loan is legally described as set forth in Attachment A, attached hereto. This HOME Investment Partnerships Program ("HOME") Promissory Note ("Note") is secured by a Mortgage to Secure HOME Financing for Home Repair ("Mortgage") of even date herewith executed in favor of Holder, and recorded simultaneously therewith in the Official Records of Broward County, Florida, encumbering the Property, subject to no exceptions.
2. Holder is a recipient of HOME grant funds from the United States Department of Housing and Urban Development ("HUD") for eligible activities set forth in 24 C.F.R. Part 92.
3. The Loan provided under this Note is a zero percent (0%) interest rate, deferred payment, forgivable loan. Fifty percent (50%) of the initial Loan principal amount shall be forgiven on the fourteenth (14th) anniversary of the date of execution of the Note, provided the Maker complies with all terms of this Mortgage and Note. Upon the expiration of the term of the Mortgage securing this Note, which date is the fifteenth (15th) anniversary of the execution of this Note, so long as Maker has complied with all the terms of the Mortgage and this Note, the Mortgage shall be deemed satisfied. Upon request of Maker, Holder shall execute a Satisfaction of Mortgage, and the outstanding principal amount of this Note shall be forgiven. If, however, Maker sells or transfers title to the Property used to secure this Note prior to the full term of the Loan, or fails to comply with any terms and conditions of the Mortgage or this Note, the outstanding principal amount of this Note shall immediately become due and payable to Holder.
4. If this Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.
5. This Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred, and unpaid interest, and the balance, if any, to the principal balance.
6. In the event of a default by Maker of any term or condition of this Note, and if the same is enforced by an attorney at law, Maker hereby agree(s) to pay all costs of collection, including reasonable attorneys' fees. Notwithstanding any of the preceding provisions, Holder shall be entitled to collect a late fee on any principal amount due and payable by Maker, in such amount as may have been adopted by Resolution of the Broward County Board of County Commissioners and set forth in the Broward County Administrative Code, at the time of the execution of this Note.

7. Except for any notice required under applicable law to be given in another manner, all notices under this Note shall be provided as specified in Section 20 of the Mortgage.

8. No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any of Holder's rights under this Note shall be binding upon Holder unless Holder approves such waiver in writing. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy as to any future occasion.

9. This Note shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Note shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Note must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS NOTE, MAKER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS NOTE.**

10. In the event that any provision of this Note is held to be unenforceable under the law, all remaining provisions of this Note shall be binding, valid, and enforceable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MAKER, _____, has executed this Note.

WITNESSES:

MAKER

Sign Name: _____

By: _____

Print Name: _____

(Print or Type Name)

Address: _____

Sign Name: _____

By: _____

Print Name: _____

(Print or Type Name)

Address: _____

STATE OF FLORIDA)
 SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____, who ☐ is personally known to me or who ☐ has produced _____ as identification.

[Notary Seal]

Print Name: _____
Notary Public
Commission Number: _____
Commission Expires: _____

**ATTACHMENT A
TO HOME PROMISSORY NOTE**

Legal Description:

Parcel Identification Number:

Street Address:

EXHIBIT G

AFFIRMATIVE MARKETING POLICY

All HUD funded and County/City supported rental and homebuyer housing projects with five or more units are required to submit an Affirmative Fair Housing Marketing Plan (AFHM) for approval. The AFHM Plan details the marketing strategy designed to provide information and to attract eligible persons or families in the housing market area to the available units without regard to race, color, national origin, sex, gender identity, religion, marital status, familial status, disability, sexual orientation, ancestry, or any other basis prohibited by law. The plan will describe initial advertising, site signage, website and social media promotion, recorded messages, community outreach, and all other marketing and communication activities which will inform potential renters or buyers of the availability of the units.

A. AFFIRMATIVE MARKETING:

1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 C.F.R. 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Housing Finance Division.

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

If public service announcements are made on radio and television stations, the Equal Opportunity logo or slogan must be used.

Translation and/or interpretation services available upon request. If you have Limited English Proficiency (LEP), please notify the HFD. The County's Four Factor Analysis for LEP can be viewed at:

<https://www.broward.org/Housing/Documents/Four%20Factor%20Analysis%20and%20LAP-ADA.pdf>

Para obtener información adicional, visite el sitio web de HFD mencionado anteriormente. Servicios de traducción pueden ser disponibles bajo petición.

2. PRACTICES AND PROCEDURES

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing Finance Division.



Advertise in periodicals and circulars whenever possible, having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in visible locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. SPECIAL OUTREACH

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of notification of violations by the Division shall result in suspension of undisbursed HOME Funds under the Agreement.

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or City or any employee of the Housing Finance and Community Redevelopment Division or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the Broward County Housing Finance Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.

EXHIBIT H
FORM OF HOMEOWNER AGREEMENT
BROWARD COUNTY HOME CONSORTIUM
HOME - Housing Rehabilitation Program
Homeowner Agreement

Homeowner/s: _____

Property Address: _____

Commitment/Funding Amount: \$_____ Before Rehab. Prop Value: \$_____

Commitment includes all HOME funds (Rehab, fees, service delivery, etc...)

This Agreement is entered into by _____ ("the Agency") and Homeowner/s noted above ("Homeowner/s"), collectively referred to as "the Parties".

WITNESSETH:

WHEREAS, the Agency is recipient of HOME Investment Partnership Program (HOME) funds from the United States Department of Housing and Urban Development ("HUD") for eligible activities set forth in 24 CFR 92.

WHEREAS, the Agency has agreed to use the HOME funds to finance a Housing Rehabilitation Program and meet the requirements as set forth in 24 CFR 92, as amended or waived by HUD and 24 CFR 92.254(b).

NOW THEREFORE, the Parties covenant and agree as follows:

1. AFFORDABILITY PERIOD

The property must remain affordable for a term of fifteen (15) years (the "Affordability Period"), or until the first of the following events occur: (1) The Homeowner/s sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) The Homeowner/s no longer occupy the unit as their principal residence; or (3) The Homeowner dies, or if a married couple, the survivor dies.

2. FUNDING AMOUNT AND FORM OF ASSISTANCE

Terms:

The Agency will provide a Deferred Payment Loan in an amount up to \$_____ at Zero (0%) percent interest for a period no less than and not to exceed the term of affordability identified in Paragraph 1 above.

Fifty percent (50%) of the initial Loan principal amount shall be forgiven on the fourteenth (14th) anniversary of the date of execution of the Promissory Note, provided the Homeowner/s comply with all terms of this Mortgage and Promissory Note.

At the end of the Affordability Period, the remaining outstanding principal amount shall be forgiven.

Amount inclusive of rehabilitation costs and all fees with service delivery ____ YES ____ NO

3. RECAPTURE/RESALE PROVISIONS

Recapture provisions will apply upon one or more of the following events: (1) the Homeowner/s sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) the Homeowner/s no longer occupy the unit as their principal residence; or (3) the

Homeowner/s' Initials & Date

Page 1 of 3

Agency Initial & Date

Homeowner dies, or if a married couple, the survivor dies. If the housing does not continue to be the principal place of residence for the family for the entire duration of the affordability period, then recapture provisions will apply. The Agency will NOT exercise a resale provision. These and other repayment provisions shall be enforced via the Promissory Note and/or Mortgage, which will also be executed upon award.

4. PROGRAM REQUIREMENTS

The Agency and the Homeowner/s agree to comply with these program requirements, as set forth in the HOME regulations (24 CFR 92) as follows:

- a) **Income Eligible:** The Homeowner/s have certified that at the time of application and approval, their annual income does not exceed eighty (80%) percent of the median income for the area, as determined by HUD, with adjustments for family size;
- b) **Principal Residence:** The Homeowner/s certify that the property is and will continue to be their principal residence during the Affordability Period;
- c) **Property Value:** The property is located within the jurisdiction of the Agency's HOME Program and has a before rehabilitation or construction appraised value \$_____ which is less than ninety-five percent (95%) of the area median sales price at or below \$_____. The Agency has reviewed the household income and the property value requirements in accordance with the Program requirements, and has approved the Homeowner/s and property as eligible for funding;
- d) **Property Maintenance:** The Homeowner/s must maintain the property, including payment of property taxes, property insurance and flood insurance (if applicable) and homeowner's insurance, during the Affordability Period. Broward County will be named as Additional Mortgagee on all property and flood insurance coverage during the Affordability Period;
- e) **Housing Quality Standards (HQS):** The property, after rehabilitation must meet, at a minimum, Section 8 Housing Quality Standards (HQS), and/or Uniform Physical Condition Standards (UPCS), local building codes and Broward County ordinances. The Agency has reviewed the property inspection report and the scope of recommended work and has approved this project eligible for funding;
- f) **Equal Opportunity, Fair Housing and Affirmative Marketing (24 CFR Part 92.351);**
- g) **Displacement and dislocation pursuant to Uniform Relocation Act**, if applicable;
- h) **Davis-Bacon and Related Acts (DBRA)**, if applicable;
- i) **Environmental review;**
- j) **Lead-based paint inspections and mitigation;**
- k) **Conflict of interest;**
- l) **Disbarment and suspension;**
- m) **Flood insurance coverage;** and
- n) **Executive Order 12372.**

5. ESTIMATED COMPLETION DATE AND DISBURSEMENT OF FUNDS

The Homeowner/s agree that the funds will only be used as payment for title search, inspections, testing, materials, labor, permit fees, engineering fees and administrative costs to rehabilitate, renovate, repair, remodel and improve Homeowner/s' subject property, as detailed in the Scope of Work agreed to by Homeowner/s and licensed general contractor. The estimated completion date is no more than one hundred and twenty (120) calendar days from the date of recording the Notice of Commencement in the Broward County public records. The HOME funds shall be disbursed by the Agency to a licensed general contractor or sub-recipient when rehabilitation work is completed as evidenced by final permit and final inspection.

6. RECORDS AND REPORTS

The Agency and Homeowner/s agree to complete all reports and maintain documentation (as applicable to each party) in accordance with HUD guidelines (24 CFR Part 92) for a period of five (5) years after the end of the affordability term.

Homeowner/s' Initials & Date

Page 2 of 3

Agency Initial & Date

7. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and shall be secured by a Mortgage on the property. Failure by the Homeowner/s to comply with the terms of this Agreement and the loan documents will be considered a default, and appropriate legal actions will be taken.

8. START DATE AND DURATION OF THE AGREEMENT

This Agreement will be in effect for a term which shall start when the Mortgage and Promissory Note are recorded in the Broward County public records and run for the duration of the Affordability Period established under Paragraph 1.

9. REFINANCING AND SUBORDINATION OF HOME FUNDS

For Broward County to consider a subordination request when Homeowner/s refinance their first mortgage, among other conditions, Broward County requires that there is no cash out on the refinance, at least 10% equity is retained, Broward County stays in second lien position, and the Homeowner/s must provide the County a current property appraisal along with other current information.

10. OTHER PROVISIONS

No discrimination against any person or group of persons by the parties on account of race, sex, creed, religion, marital status, familial status, sexual orientation, disability, color or national origin shall be made in performance of this Agreement.

Nothing contained in this Agreement or any act of the Agency or the Homeowner/s shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited of general partnership, joint venture or any association or relationship involving Broward County.

AGREED TO AND ACCEPTED by the Parties on the date last noted below:

Homeowner/s:

_____	_____	_____
Homeowner Signature	Print Name	Date

_____	_____	_____
Homeowner Signature	Print Name	Date

City/Agency Name: _____

_____	_____	_____
Signature (Agency Designee)	Designee Print Name	Date

BROWARD COUNTY HOME CONSORTIUM

Amended Housing Rehabilitation Program

Homeowner/s: _____

Property Address: _____

Amended Commitment Amount: \$ _____ Date: _____ (All

HOME funds to include rehabilitation, fees, and service delivery - Based on

Contractor Award, plus Change Orders if applicable)

FINAL AGREED TO AND ACCEPTED by the Parties on the date last noted below: Homeowner/s:

Homeowner Signature	Print Name	Date
---------------------	------------	------

Print Name

Date _____

Homeowner Signature	Print Name	Date
---------------------	------------	------

Print Name

Date _____

City/Agency Name: _____

Signature (Agency Designee)	Designee Print Name	Date
-----------------------------	---------------------	------

Designee Print Name

Date _____

After Rehab Property Value: \$_____

Recorded Mortgage and Note Amount: \$_____

Final Scope of Work Attached

**PUBLIC NOTICE - CITY OF TAMARAC
PUBLIC COMMENT PERIOD AND
PUBLIC HEARING
SUBSTANTIAL AMENDMENT TO THE
2025 - 2029 CONSOLIDATED PLAN
AND
FY 25/26 ANNUAL ACTION PLAN**

NOTICE is given that a draft of the proposed Substantial Amendment to the 2025 - 2029 Consolidated Plan (Con-Plan) and Program Year 2025 Annual Action Plan (AAP) for the City of Tamarac will be available for a thirty (30)-day public comment and review period and a public hearing.

The City is proposing to transfer approximately \$1,278,687 in program income generated from the Neighborhood Stabilization Program (NSP) to the Community Development Block Grant (CDBG) program. The planned activities include housing rehabilitation, downpayment assistance for first time homebuyers, and program administration. NSP was created under the Housing and Economic Recovery Act of 2008 to address rising residential foreclosures and property abandonment and to stabilize communities negatively impacted by foreclosures. The City is currently in the process of closing out its NSP grants in accordance with U.S. Department of Housing and Urban Development (HUD) requirements and guidance.

The proposed allocation of these funds is outlined below:

CDBG Administration: \$180,000
CDBG Public Services: \$191,803
CDBG Housing Rehab: \$906,884

30-Day Public Comment Period: The draft of the Substantial Amendment will be available for public comment between Monday, February 2, 2026 through Wednesday, March 4, 2026 and will be available online at <http://www.tamarac.org/367/Housing-Admin> or at the City's Housing and Community Development Department (HCD), located at 7525 NW 88th Avenue, Room 206, Tamarac, FL 33321. Written comments may be emailed to housing@tamarac.org. For more information, please contact the Housing and Community Development Department at (954) 597-3530.

Public Hearing: A public hearing will be held to gather feedback from the community on the proposed Substantial Amendment. The public hearing will be held on Wednesday, March 11, 2026, at 7:00PM during the City Commission meeting in the Commission Chamber at City Hall, 7525 NW 88th Avenue, Tamarac, FL 33321. All residents are encouraged to attend and provide comments.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to this topic or to any matter considered at such a meeting or hearing, s/he will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Disability & Translation Assistance: The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at the following number: 711. A copy of the Plan is available in Spanish upon request. Please make your request to housing@tamarac.org.
2/2/2026 22908

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Claudia Monroy

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR 14374

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14374 - A Resolution of the City Commission of the City of Tamarac, Florida, awarding bid no. 26-04B and approving an agreement with The Stout Group, LLC., attached hereto as Exhibit "2", for the construction of Phase VII of the Citywide Culvert Headwall installation project for a contract amount of \$1,537,735.00; authorizing a contingency in the amount of \$153,773.50 for a total project budget of \$1,691,508.50; authorizing an additional appropriation in an amount not to exceed \$666,419.33, to be included in a future budget amendment pursuant to F.S. 166.241(8); authorizing an expenditure from the appropriate accounts; providing for conflicts; providing for scrivener's errors; providing for severability; and providing for an effective date.

RECOMMENDATION: The Interim Public Services Director recommends that the City Commission award Bid No. 26-04B and authorize the appropriate City Officials to execute an Agreement with The Stout Group, LLC., for the Citywide Culvert Headwall Installation Phase VII Project for a contract amount not-to-exceed \$1,537,735.00; an added contingency in the amount of \$153,773.50, representing 10% of the contract amount, for a total project cost of \$1,691,508.50; and that this item be placed on the March 11, 2026, City Commission Meeting Agenda.

BACKGROUND: The City of Tamarac is committed to providing its residents with a safe and operational stormwater drainage system. Public Services Staff from the Engineering and Stormwater divisions routinely inspect and assess the condition of culverts and headwalls throughout the City. Based on these assessments, City staff developed a prioritized list of locations that require improvements. City personnel have identified three (3) locations that require immediate restoration due to excessive soil erosion and

undermining of sidewalks along roadways adjacent to the canal crossings. These locations, if not improved, could lead to unsafe conditions for the public.

The locations identified and included in Bid No. 26-04B are:

1. NW 70th Avenue North of NW 80th Court (west side)
2. NW 79th Avenue South of NW 60th Street (east and west sides)
3. Westwood Drive North of NW 74th Court (east side)

Timely restoration and improvements of headwalls and culverts will help prevent further erosion and deterioration which could impact the integrity of roadway banks, guardrails, sidewalks and roadway surfaces. These improvements will also help minimize sediment buildup in the drainage system which could impede the effective flow of stormwater through the system.

The City of Tamarac executed Grant Agreement #LPA0693 with the Florida Department of Environmental Protection (FDEP), through Resolution R-2023-138, for the Citywide Culvert Headwall Installation Phase VII Project, in an amount not to exceed \$400,000.00.

The City published Bid Number 26-04B for the Citywide Culvert Headwall Installation Phase VII Project on November 16, 2025, and received three (3) proposals on January 14, 2026. Both the Public Services Department and the Financial Services Department reviewed all submissions. A summary bid tabulation is listed below.

Vendor	Amount (\$)
On Point Contracting Company, LLC	\$1,522,264.67
The Stout Group, LLC.	\$1,537,735.00
BDI Marine and Sitework	\$1,698,180.00

After staff review and evaluation, the bid submitted by On Point Contracting Company was deemed to be non-responsible and non-responsive. It was determined that On Point Contracting Company did not demonstrate the firm's ability to successfully perform the required scope of services in accordance with the bid documents. City staff only identified one completed seawall project by On Point Contracting Company. This project consisted of 55LF of vinyl seawall installation for the City of Weeki Wachee. The minimum requirements of the bid calls for each bidder to

have performed a minimum of three (3) verifiable projects of similar size and scope within the last five (5) years.

Therefore, after further review, City staff determined that The Stout Group, LLC. was the most responsive and responsible bidder. Upon review of their proposal, staff determined that The Stout Group, LLC. possesses the skills, experience, and capacity to meet the requirements for the Citywide Culvert Headwall Installation Phase VII Project. Furthermore, The Stout Group, LLC. has been the successful bidder on previous segments of citywide culvert headwall improvement and slope stability projects and has been performing satisfactorily on those projects.

ISSUE:

To award Bid No. 26-04B and execute an agreement with The Stout Group, LLC. for the Citywide Culvert Headwall Installation Phase VII Project at three (3) specified locations.

STRATEGIC GOALS:

Goal #3: Tamarac is Economically Resilient

ATTACHMENTS:

[TR 14374 Culvert Headwall Phase VII Memo 2.26.26.docx](#)

[TR 14374 Culvert Headwall Phase VII Reso 3.5.26.doc](#)

[Exhibit 1 - BID 26-04B Bid Tabulation, Notice of Award.pdf](#)

[Exhibit 2 -TR14374 Agreement Bid 26-04B.pdf](#)

**City of Tamarac
Interoffice Memorandum
Public Services Department**

To: Levent Sucuoglu, City Manager
Thru: Maxine Calloway, Deputy City Manager
Thru: Earl Henry, P.E., Interim Director of Public Services *EH*
From: Alan Lam, Project Manager *AL*
Date: February 19, 2026
Re: Temp. Reso. #14374 – Bid No. 26-04B – Citywide Culvert Headwall Improvement Phase VII Project – City Commission Meeting of March 11, 2026.

Recommendation:

The Interim Public Services Director recommends that the City Commission award Bid No. 26-04B and authorize the appropriate City Officials to execute an Agreement with The Stout Group, LLC., for the Citywide Culvert Headwall Installation Phase VII Project for a contract amount not-to-exceed \$1,537,735.00; an added contingency in the amount of \$153,773.50, representing 10% of the contract amount, for a total project cost of \$1,691,508.50; and that this item be placed on the March 11, 2026, City Commission Meeting Agenda.

Issue:

To award Bid No. 26-04B and execute an agreement with The Stout Group, LLC. for the Citywide Culvert Headwall Installation Phase VII Project at three (3) specified locations.

Background:

The City of Tamarac is committed to providing its residents with a safe and operational stormwater drainage system. Public Services Staff from the Engineering and Stormwater divisions routinely inspect and assess the condition of culverts and headwalls throughout the City. Based on these assessments, City staff developed a prioritized list of locations that require improvements.

City personnel have identified three (3) locations that require immediate restoration due to excessive soil erosion and undermining of sidewalks along roadways adjacent to the canal crossings. These locations, if not improved, could lead to unsafe conditions for the public.

The locations identified and included in Bid No. 26-04B are:

1. NW 70th Avenue North of NW 80th Court (west side)
2. NW 79th Avenue South of NW 60th Street (east and west sides)
3. Westwood Drive North of NW 74th Court (east side)

Timely restoration and improvements of headwalls and culverts will help prevent further erosion and deterioration which could impact the integrity of roadway banks, guardrails, sidewalks and roadway surfaces. These improvements will also help minimize sediment buildup in the drainage system which could impede the effective flow of stormwater through the system.

The City of Tamarac executed Grant Agreement #LPA0693 with the Florida Department of Environmental Protection (FDEP), through Resolution R-2023-138, for the Citywide Culvert Headwall Installation Phase VII Project, in an amount not to exceed \$400,000.00.

The City published Bid Number 26-04B for the Citywide Culvert Headwall Installation Phase VII Project on November 16, 2025, and received three (3) proposals on January 14, 2026. Both the Public Services Department and the Financial Services Department reviewed all submissions. A summary bid tabulation is listed below.

Vendor	Amount (\$)
On Point Contracting Company, LLC	\$1,522,264.67
The Stout Group, LLC.	\$ 1,537,735.00
BDI Marine and Sitework	\$1,698,180.00

After staff review and evaluation, the bid submitted by On Point Contracting Company was deemed to be non-responsible and non-responsive. It was determined that On Point Contracting Company did not demonstrate the firm's ability to successfully perform the required scope of services in accordance with the bid documents. City staff only identified one completed seawall project by On Point Contracting Company. This project consisted of 55LF of vinyl seawall installation for the City of Weeki Wachee. The minimum requirements of the bid calls for each bidder to have performed a minimum of three (3) verifiable projects of similar size and scope within the last five (5) years.

Therefore, after further review, City staff determined that The Stout Group, LLC. was the most responsive and responsible bidder. Upon review of their proposal, staff determined that The Stout Group, LLC. possesses the skills, experience, and capacity to meet the requirements for the Citywide Culvert Headwall Installation Phase VII Project. Furthermore, The Stout Group, LLC. has been the successful bidder on previous segments of citywide culvert headwall improvement and slope stability projects and has been performing satisfactorily on those projects.

Contract Summary:

Scope of Project: Citywide Culvert Headwall Installation Phase VII Project

Type of Project: Construction

Contractor: The Stout Group, LLC.

Contract Cost: \$1,537,735.00. A contingency in the amount of \$153,773.50, for a total project amount of \$1,691,508.50.

Term/Completion: Substantial Completion within 270 calendar days from City's Notice to Proceed and Final Completion shall be 45 calendar days from date of substantial completion totaling 315 calendar days.

Risk Mitigation: Performance and Payment Bonds at 100% of value in effect for up to one year after final completion and acceptance.

Liquidated damages of \$500 per day for each day project is not completed after the scheduled completion date.

Contractor Information:

Contractor Name: The Stout Group, LLC

City / Location: Hialeah Gardens, Florida

Owner/Certification: Recognized by Miami Dade County School District as a Small Business Enterprise (SBE) and declared ownership of 51% Female and Hispanic/Latinx.

Fiscal Impact:

Funding for this project is not to exceed \$1,691,508.50, which includes the base contract amount of \$1,537,735.00 and a 10% contingency of \$153,773.50 to address unforeseen conditions and potential change orders. Although no significant issues are anticipated, the contingency is reasonable considering the nature of the project. The construction may result in work beyond the original scope, and the contingency would allow for the timely and safe conclusion of the project. Expenditure of the contingency requires approval by the City Manager.

A total appropriation of \$1,025,089.17 is currently available in Account No. 411-5050-538.63-02, consisting of \$676,646.00 in Project SW23A and \$348,443.17 in Project SW21A. An additional appropriation in the amount of \$666,419.33 will be added to Project Number SW23A, and included in a future budget amendment prior to November 30, 2026, pursuant to Section 166.241(8), F.S.

The City has been awarded a \$400,000.00 reimbursement grant from the Florida Department of Environmental Protection (FDEP) for the Citywide Culver Headwalls

Installation Phase VII. The grant funding was previously approved under Resolution No. R-2023-148.

Commission District 2, Commission District 3 and Commission District 4.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED BID NO. 26-04B AND APPROVING AN AGREEMENT WITH THE STOUT GROUP, LLC., ATTACHED HERETO AS EXHIBIT "2", FOR THE CONSTRUCTION OF PHASE VII OF THE CITYWIDE CULVERT HEADWALL INSTALLATION PROJECT FOR A CONTRACT AMOUNT OF \$1,537,735.00; AUTHORIZING A CONTINGENCY IN THE AMOUNT OF \$153,773.50 FOR A TOTAL PROJECT BUDGET OF \$1,691,508.50; AUTHORIZING AN ADDITIONAL APPROPRIATION IN AN AMOUNT NOT TO EXCEED \$666,419.33, TO BE INCLUDED IN A FUTURE BUDGET AMENDMENT PURSUANT TO F.S. 166.241(8); AUTHORIZING AN EXPENDITURE FROM THE APPROPRIATE ACCOUNTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is committed to providing its residents with a safe and operational stormwater drainage system; and

WHEREAS, as a continuation of the stabilization efforts to maintain existing canal crossings, City personnel have inspected and assessed various canal crossing locations throughout the City, and have identified three (3) locations that require immediate restoration due to excessive erosion and undermining of sidewalks along the edge of roadways adjacent to the canal crossings; and

WHEREAS, the City of Tamarac publicly advertised Bid No. 26-04B Citywide Culvert Headwall Installation Phase VII Project, on November 16, 2025, incorporated herein by reference and on file at the City Clerk's Office; and

WHEREAS, on January 14, 2026, the City of Tamarac received three (3) proposals for the Citywide Culvert Headwall Installation Project Phase VII, and the bid tabulation, including the Notice of Intent to Award, is hereto attached as Exhibit "1"; and

WHEREAS, City staff determined that On Point Contracting Company, LLC was deemed as non-responsive for failure to submit at least three (3) successful projects of similar size and scope within the last five (5) years and as only performed one 55 LF of vinyl seawall installation and therefore is considered to lack adequate aluminum headwall installation experience for this project; and

WHEREAS, The Stout Group, LLC. has been the successful bidder on previous segments of Citywide Culvert Headwall Improvement and slope stability projects and have been performing satisfactorily on those projects; and

WHEREAS, The Stout Group, LLC. possesses the skills, experience, and capacity to meet the requirements for the Citywide Culvert Headwall Installation Project Phase VII; and

WHEREAS, it is the recommendation of the Interim Public Services Director and the Acting Procurement and Contracts Manager that the appropriate City officials award Bid No. 26-04B and execute the Agreement with The Stout Group, LLC. for the Citywide Culvert Headwall Installation Phase VII Project at the three (3) specified locations, attached hereto as Exhibit "2"; incorporated herein and made a specific part of this resolution: and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to award Bid No.

26-04B and execute the Agreement for the Citywide Culvert Headwall Installation Phase

VII Project with The Stout Group, LLC., for a contract amount of \$1,537,735.00 and a contingency in the amount of \$153,773.50, for a total project budget of \$1,691,508.50.

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

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

SECTION 2: The City Commission HEREBY awards Bid No. 26-04B to The Stout Group, LLC., and approves an Agreement between the City of Tamarac and The Stout Group, LLC., (“The Agreement”) and the appropriate City officials are hereby authorized to execute the Agreement, hereto attached as Exhibit “2”, to provide for the Citywide Culvert Headwall Installations Project Phase VII at the three (3) specified locations

SECTION 3: Funding for the Citywide Culvert Headwall Installation Phase VII Project is included in the Adopted Capital Improvement Program (CIP), a total appropriation of \$1,025,089.17 is currently available in Account No. 411-5050-538.63-02, consisting of \$676,646.00 in Project SW23A and \$348,443.17 in Project SW21A. An additional appropriation in the amount of \$666,419.33 will be added to Project Number SW23A, and included in a future budget amendment prior to November 30, 2026, pursuant to Section 166.241(8), F.S.

SECTION 4: Authorizing an appropriation in the amount not to exceed

\$666,419.33, for the Citywide Culvert Headwall Installation Project Phase VII, to be included in a future Budget Amendment, pursuant to Section 166.241(8), Florida Statutes.

SECTION 5: All expenditure of contingency funds shall be pre-approved in writing by the City Manager and shall only be used for services outside the original scope of Bid No. 26-04B.

SECTION 6: The City Manager, or his designee, is hereby authorized to make changes to the Agreement, issue change orders in amounts not to exceed \$100,000.00 per Section 6-147 of the City Code, and to close the contract award, including but not limited to making final payment and releasing bonds per Section 6-149 of the City Code, upon successful completion of the work in accordance with the terms and conditions of the Agreement and within the approved contract amount.

SECTION 7: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: Any scrivener or typographical errors that do not affect the intent of this Resolution may be corrected with notice to and authorization of the City Attorney and City Manager without further process.

SECTION 9: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

“The remainder of this page left blank intentionally.”

SECTION 10: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2026.

MICHELLE J. GOMEZ,
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ _____

DIST 1: V/M BOLTON _____

DIST 2: COMM. WRIGHT JR _____

DIST 3: COMM. PATTERSON _____

DIST 4: COMM. DANIEL _____

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

HANS OTTINOT
CITY ATTORNEY

BID SUMMARY DETERMINING LOWEST RESPONSIVE/RESPONSIBLE BID

PROJECT: Culvert Headwall Improvement

BID No. 26-048

Evaluation Date:

Supplier/Pricing

On-Point Contracting, LLC (\$1,522,264.67)

The Stout Group (\$ 1,537,735.00)

BQI Madine Sitework (\$1,698,180.00)

Responsiveness Review	YES	NO	N/A	Comments		YES	NO	N/A	Comments		YES	NO	N/A	Comments	
Bid Form: Was the bid submitted on the required form and properly completed, signed, and dated?	X					X					X				
Bidder Acknowledgement: Did the bidder acknowledge all required terms and conditions of the solicitation?	X					X					X				
Addenda Acknowledgement: Were all issued addenda properly acknowledged?	X					X					X				
Non-Collusive Affidavit Acknowledgement: Was the required acknowledgement included, if separate?	X					X					X				
Certified Resolution / Authorization: Was proof of authority to bind the firm provided (resolution, authorization letter)?	X					X								Not signed	
Bid Bond: Was a compliant bid bond submitted in the correct amount and form?	X					X					X				
Foreign Entity Affidavit: Was the affidavit submitted (if applicable) and compliant with statutory requirements?	X					X					X				
Anti Human Trafficking Affidavit: Was the affidavit submitted?				Firm was not included in the solicitation		X			Firm was not included in the solicitation					Firm was not included in the solicitation	
Drug-Free Workplace - Form Acknowledgement: Was the acknowledgement form submitted and signed?	X					X					X				
Responsiveness Review	YES	NO		Comments		YES	NO		Comments		YES	NO		Comments	
Responsive	X										X				
Non-Responsive															

Responsibility Review															
Licensing: Does the bidder possess all required licenses to perform the work?	X						X					X			
Proof of Insurance: Does the bidder meet the minimum insurance requirements?	X						X		No COI Submitted/Verified compliance			X		No COI Submitted/Verified compliance	
W-9 Certification: Was a valid W-9 submitted?	X						X					X			
Bidder Qualification Statement: Does the bidder demonstrate adequate experience, staffing, and financial capacity?	X						X					X			
Scrutinized Companies: Is the bidder in compliance with applicable Scrutinized Companies statutes?	X						X					X			
E-Verify: Has the bidder certified compliance with E-Verify requirements?	X						X					X			
References: Do references demonstrate satisfactory past performance?		X		Past Experience did not show applicable required services			X					X			
Ownership and Ethnicity Disclosure: Was ownership information properly disclosed?				Optional			X		Optional					Optional	
MBE / WBE / DBE / SBE: Were required certifications or disclosures submitted?				Optional			X		Optional			X		Optional	
Local / Veteran / CBE Participation: Does the bidder qualify for or comply with applicable local or veteran preferences or programs?				Optional			X		Optional					Optional	
Responsibility Determination:	YES	NO		Comments		YES	NO		Comments		YES	NO		Comments	
Responsive		X				X					X				
Non-Responsive															

OVERALL DETERMINATION:

SUPPLIER/BIDDER NAME: The Stout Group, LLC

Bidder is: Responsive and Responsible

Evaluator Name & Title:

Signature / Date:

Paul A. Bassar
Paul A. Bassar 2/3/2026

Verified by (Procurement Department): Paul A. Bassar (2/3/2026)

NOTICE OF INTENT TO AWARD

Date: February 9, 2026

Bid Number: 26-04B

Project Title: CITYWIDE CULVERT HEADWELL IMPROVEMENT PROJECT PHASE VII

Noice is hereby given that the City of Tamarac intends to award **Bid No. 26-04B – Citywide Culvert Headwell Improvement Project Phase VII** to the bidder identified below.

Bid Posting Date: November 26, 2025

Bid Closing Date: January 14, 2026

The City received bids from the following vendors:

- On-Point Contracting Company, LLC
- The Stout Group, LLC
- BDI Marine and Sitework

After review and evaluation of the bids received, it has been determined that **The Stout Group, LLC** submitted the accepted, lowest **responsive and responsible bid** in accordance with the requirements of the bid documents and applicable procurement regulations.

Accordingly, the City of Tamarac intends to award the contract for Bid No. 26-04B to **The Stout Group, LLC**, subject to approval by the appropriate authority and completion of all required contractual documents.

Paul A. Bassar

Acting Procurement and Contracts Manager | Financial Services Department

(954) 597-3570

paul.bassar@tamarac.org

Determination of Non-Responsibility – Bid No. 26-04B

Date: February 9, 2026

Bid Number: 26-04B

Project Title: Project Culvert Headwall Improvement.

This letter serves as formal notification regarding Bid No. **26-04B, Project Culvert Headwall Improvement.**

Although **On-Point Contracting, LLC** submitted the **lowest responsive bid**, the firm was determined to be **non-responsible** based on the results of the reference checks conducted as part of the evaluation process.

The references provided by On-Point Contracting, LLC were **not satisfactory for the scope of work required** for this project. Specifically, the information obtained did not sufficiently demonstrate the firm's ability to successfully perform the required scope of services in accordance with the project specifications.

Responsibility determinations are made in accordance with applicable procurement requirements and are based on factors including, but not limited to, demonstrated experience, past performance, and the ability to complete the work as specified. Based on the reference evaluations, **On-Point Contracting, LLC** did not meet the responsibility criteria for this project.

A Determination of Non-Responsibility – Bid No. 26-04B accordingly, the bid submitted by **On-Point Contracting, LLC** was not considered for award.

The **City of Tamarac** appreciates the time and effort expended in submitting a bid and encourages participation in future solicitations as they are posted.

Paul A. Bassar
Acting Procurement and Contracts Manager | Financial Services Department
(954) 597-3570
paul.bassar@tamarac.org

CONSTRUCTION AGREEMENT
26-04B
CITYWIDE CULVERT HEADWALL IMPROVEMENT PROJECT PHASE VII
BETWEEN THE CITY OF TAMARAC
AND
THE STOUT Group, LLC

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and The Stout Group, LLC, a company with principal offices located at 10850 NW 13th Street, Unit 3 Hialeah Gardens, FL 33018 (the "Contractor") to provide for construction services for Lift Station 29 and 10 Rehabilitation Project.

In consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Bid# 26-04B Citywide Culvert Headwall Improvement Project Phase VII, issued by the City of Tamarac on _____, 2026, including all conditions therein (General Terms and Conditions, Special Conditions and/or Special Provisions, Instructions to Bidder's), drawings and/or schematic plans, Technical Specifications, all addenda, the Contractor's Bid response dated July 8, 2025, and all modifications issued after execution of this Agreement. These Contract Documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid# 26-04B Citywide Culvert Headwall Improvement Project Phase VII" as issued by the City, and the Contractor's bid response; Bid# 26-04B Citywide Culvert Headwall Improvement Project Phase VII as issued by the City shall take precedence over the contractor's bid response. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2. THE WORK

- 2.1.** Contractor shall perform all work for the City required by the Contract Documents as set forth below:
 - 2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents including all Addendums, Exhibits, Attachments and Appendices.
 - 2.1.2** Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - 2.1.3** Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any

— schedule change with the exception of changes caused by inclement weather.

- 2.1.4** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3. INSURANCE

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:
- General Liability - \$1M/\$2M
 - Automobile – \$1M/\$1M
 - Workers Comp – Statutory

4. PERFORMANCE, PAYMENT AND WARRANTY BONDS

- 4.1** Within fifteen (15) calendar days after contract award, but in any event prior to commencing work, Contractor shall execute and furnish the City a Performance Bond and Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570.
- 4.2** Contractor shall be required to provide acceptable, separate Performance and Payment Bonds in the amount of one hundred 100% of the bid award amount as security for the faithful project performance and payment of all the Contractor's obligations under the contract documents, per City Code Section 10-156. The

Performance Bond shall be conditioned such that Contractor performs the Agreement in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned such that Contractor promptly make payments to all persons who supply Contractor in the prosecution of the work provided for in the Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law and that they shall indemnify and hold harmless the City to the extent of any and all payments in connection with the carrying out of said contract which the City may be required to make under the law. Payment and Performance Bonds must be submitted on City forms, included herein. At the completion and formal approval and acceptance of all work associated with the project, a one-year warranty period will begin. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Florida, Contractor shall, within seven (7) calendar days thereafter, substitute another bond meeting the requirements outlined above, which must also be acceptable to the City.

- 4.3 A Warranty Bond shall be submitted to the City and come into effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said Warranty bond equal to twenty five percent (25%) of the total value of the Contract price (including executed change orders), conditioned that Contractor correct any defective or faulty work or material which appear within one (1) year after final completion of the project, upon notification by the City. The Warranty Bond shall cover all the cost of labor as well as materials
- 4.4 Pursuant to the requirements of Chapter 255.05 (1)(b), Florida Statutes, Contractor shall ensure that the Performance and Payment Bond or **Bonds referenced above shall be recorded in the Public records of Broward County at Contractor's expense. Proof of recording must be submitted to the City prior to issuance of any purchase order or payment by the City.** One (1) set of original Performance and Payment Bond documents is required to be provided to the City prior to the issuance of any Notice to Proceed by the City

5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 5.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be completed within **Three Hundred and Fifteen (315)** Calendar days for Final Completion from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. The work under this Agreement shall be substantially complete (i.e. Substantial Completion) within **Two Hundred and Seventy (270)** calendar days from issuance of City's Notice to Proceed.
- 5.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by the City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto,

then the parties shall agree on an equitable extension of the time for substantial completion hereunder in accordance with the requirements of the Contract Document.

6. CONTRACT SUM

The Contract Sum for the above work is a "not to exceed" total of One Million and Five Hundred Thirty Seven Thousand and Seven Hundred and Thirty Five Dollars, (\$1,537,735.00).

7. PAYMENTS

Payment, upon City approval, will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of five percent (5%) will be deducted from each monthly payment through project completion, upon City review and approval. Retainage monies will be released upon satisfactory completion, final inspection and acceptance of the specific work order. Invoices must bear the bid number, project name, project number, and purchase order number. The City has up to twenty-five (25) business days to review, approve and pay all invoices after receipt of an approved application for payment. Contractor shall invoice the City and provide a written request to the City to commence the one-year warranty period, following the completion of all work, certificates of approval, punch lists, etc., in accordance with the Contract Documents. All necessary Release of Liens and Affidavits shall be processed before the warranty period begins. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

8. REMEDIES

- 8.1** Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from Contractor's failure to perform in accordance with the requirements of this Agreement, including City's right to withhold payment and/or assessment of liquidated damages.
- 8.2** Correction of Work: If, in the judgment of the City, work provided by Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. Correction of all deficiencies shall not relieve Contractor of its duties and obligations under this Agreement, in meeting all project requirements and objectives including, but not limited to, achieving project milestones (Substantial and Final Completion) in accordance with the Contract Documents. The City shall be the sole judge of non-conformance and the quality of workmanship and any impact it may have on the Project Schedule.

9. CHANGE ORDERS

- 9.1** All Change Orders shall include a maximum Overhead and Profit, not to exceed five percent (5%) and five percent (5%) respectively (not cumulative).
- 9.2** Without invalidating the Agreement, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory

manner. Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, Contractor shall promptly proceed with the work.

- 9.3** The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.
- 9.4** The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work begins. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.
- 9.5** The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.
- 9.6** Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) calendar days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.
- 9.7** Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used. Extensions of time for delays due to Contractor's inability to perform work in a timely manner, failure to properly coordinate work that causes adverse impact on project schedule or negligence to properly sequence the work in a manner to meet all project obligations in accordance with the Contract Documents shall not be accepted.
- 9.8** In the event satisfactory adjustment cannot be reached by the City and Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the Agreement as it applies to these items in question and make such arrangements as the City deems necessary to complete the work. The cost borne by the City to complete the work shall be levied against Contractor including applicable mark-up of ten

(10%) for overhead and engineering costs. The cost of any work covered by a change order for an increase or decrease in contract price shall be determined by mutual acceptance of a Lump Sum Price by the City and Contractor. If notice of any change in the Agreement or Contract Time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to the City. Failure of Contractor to obtain such approval from the Surety may be a basis for termination of this Agreement by the City.

10. LIQUIDATED DAMAGES

Because of the importance of this Project being finished on time, upon failure of Contractor to complete each individual requirement within the specified and mutually agreed upon time frame (plus approved extensions, if any) Contractor shall pay to the City the sum of **Five Hundred Dollars and Zero Cents (\$500.00)** for each calendar day after the time specified for Substantial Completion and the project is sufficiently complete for its intended use in accordance with the Contract Documents, void of any safety concerns. In the event of a delay in completion beyond the time frame set forth in the Contract Documents for Final Completion, after Substantial completion has been obtained, liquidated damages will be assessed against Contractor in the amount of **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** for each calendar day beyond the time frame set in the Contract Documents until such work is completed and ready for final payment. This amount is not a penalty but liquidated damages to the City. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City because of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the Project on time. The City shall have the right to deduct from and retain out moneys which may be due, or which may become due and payable to Contractor. If the amount deducted and/or retained by the City is insufficient to pay in full such liquidated damages, Contractor shall pay in full such liquidated damages. Contractor shall also be responsible for reimbursing the City the total of all monies paid by the City to the engineer for additional engineering, inspection and administrative services until the work is complete.

11. NO DAMAGES FOR DELAYS

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order. Furthermore, if Contractor is delayed at any time in the progress of the Work

by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area. An extension of time will be considered for "Excusable Inclement Weather Delays" resulting in any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the Work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined by the U.S. Weather Bureau records for the preceding 3-year period. No extension of Contract Time will be allowed for any inclement weather that could be reasonably have been predicted from such weather records. Should Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, or the condition of the Work prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, Contractor will not be charged for a working day, whether or not conditions change thereafter during said day, and the major portion of the day could be considered to be suitable for such construction operations. Contractor shall base its construction schedule upon the inclusion of the number of days of excusable inclement weather. No extension of the Contract Time due to excusable inclement weather will be considered until after the said number of days of excusable inclement weather has been reached. However, no reduction in Contract Time would be made if said number of days of excusable inclement weather is not reached.

12. WAIVER OF LIENS

Prior to final payment of Contract Sum, a final waiver of lien shall be submitted to the City by Contractor from all suppliers, subcontractors, and/or Contractors who submitted a "Notice to Owner" and a Consent of Surety on behalf of any and all other suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

13. WARRANTY

Contractor warrants the work against defect for a period of One (1) year from the date of City's Final Acceptance (Final Completion) of the project and approval of final payment. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

14. INDEMNIFICATION

- 14.1** Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with

the operations of Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

- 14.2 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time

15. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

16. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the

City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

18. NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY
City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to the City Attorney at the same address.

CONTRACTOR

Name: The Stout Group
Address: 10850 NW 13th Street, Unit 3t
Hialeah Gardens, FL 33018
FIN/EIN: 45-5312119
Contract Licensee: CGC1507974, CUC1224022
Contact: Joey Sanchez
Email: jsanchez@thestoutgroup.com
Phone: 786-452-1481
Fax: 305-397-2311

19. TERMINATION

- 19.1** Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by terminating party to the other party for such termination in which event Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify city against loss pertaining to this termination.
- 19.2** Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by Contractor of

written notice of such neglect or failure. Written notice of cancellation of this Agreement shall state the date upon which the Contractor shall cease all Work under this Contract and vacate the Project(s) site(s). Contractor shall, upon receipt of such notice, unless otherwise directed by the City: Stop all Work on the Project(s) on the date specified in the notice (the effective date); Take such action as may be necessary for the protection and preservation of the City's materials and property; Cancel all cancelable orders for materials and equipment; Assign to the City and deliver to the site, or any other location specified by the City, any non-cancelable orders for materials and equipment that cannot otherwise be used except for Work under the Contract Documents and have been specifically fabricated for the sole purpose of the Work and not incorporated in the Work; Take no action that shall increase the amounts payable by the City under the Contract Documents and take reasonable measures to mitigate the City's liability under the Contract Documents. All charts, drawings, reports, as-builts and other documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the City. Failure to timely deliver the documentation shall cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the City.

20. AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

21. VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

22. SIGNATORY AUTHORITY

Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

23. SEVERABILITY; WAIVER OF PROVISIONS

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect enforceability of that provision or of the remainder of this Agreement.

24. UNCONTROLLABLE CIRCUMSTANCES

- 24.1** Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic,

war, riot, civil disturbance, sabotage, and governmental actions, such as delays in permitting due to outside agencies, which are beyond the Contractor's control.

- 24.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

25.MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

26.NO CONSTRUCTION AGAINST DRAFTING PARTY

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

27.CONTINGENT FEES

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

28.SCRUTINIZED COMPANIES – SECTIONS 287.135 AND 215.473

By execution of this Agreement, in accordance with the requirements of F.S. Sections 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- 28.1** Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 28.2** One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
- 28.2.1** Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
- 28.2.2** Is engaged in business operations in Syria.
- 28.3** Submitting a false certification, or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

29. PUBLIC RECORDS

- 29.1** The City is a public agency subject to Chapter 119, Florida Statutes. Contractor shall comply with Florida's Public Records Law. Specifically, Contractor shall:
- 29.1.1** Keep and maintain public records required by the City in order to perform the service.
- 29.1.2** Upon request from the City, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the City.
- 29.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement and any renewals thereof if Contractor does not transfer the records to the City.
- 29.1.4** Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of Contractor, or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and



exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

- 29.2** During the term of this Agreement and any renewals, Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

30.E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. The City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

31.CUSTODIAN OF RECORDS

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

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321**

(954) 597-3505

CITYCLERK@TAMARAC.ORG

32. FOREIGN ENTITY OWNERSHIP ATTESTATION

By execution of the Agreement, and in compliance with Section 287.138(2), Florida Statutes, Contractor attests that Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest of Contractor; Contractor is not organized under the laws of, and does not have a principal place of business in, a foreign county of concern.

33. ANTI-HUMAN TRAFFICKING ATTESTATION

By execution of the Agreement and in accordance with Section 787.06(13), Fla. Statutes, Contractor attests that Contractor does not use coercion for labor or services as defined in Section 787.06, Fla. Statutes, entitled "Human Trafficking."

Remainder of Page Intentional Left Blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and Contractor, signing by and through its President / Owner duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

ATTEST:

Levent Sucuoglu, City Manager

Kimberly Dillon, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name THE STOUT GROUP, LLC

Yvette Zuluaga

Signature of Corporate Secretary

[Signature]

Signature of President / Owner

YVETTE ZULUAGA

Type/Print Name of Corporate Secy.

JOSE SANCHEZ

Type/Print Name of President / Owner

(CORPORATE SEAL)

03/03/26

Date

CORPORATE ACKNOWLEDGEMENT

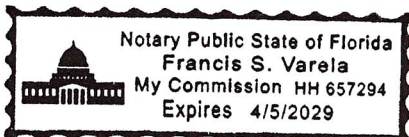
STATE OF

:SS

COUNTY OF

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOSE SANCHEZ, President of THE STOUT GROUP LLC, a Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of March, 2026.



[Signature]
Signature of Notary Public
State of Florida at Large

Francis S. Varela
Print, Type or Stamp
Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

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

Affidavit of Compliance with Anti-Human Trafficking Laws

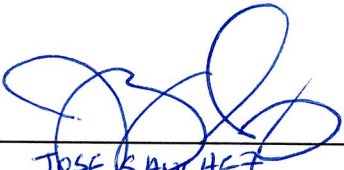
In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Entity, hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: MARCH 3, 2026
Entity: THE STOUT GROUP LLC

ENTITY

Signed: 
Name: JOSE SANCHEZ
Title: MANAGER

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a Foreign Country of Concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Fla. Stat.)
2. The government of a Foreign Country of Concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Fla. Stat.)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a Foreign Country of Concern. (Source: § 287.138(2)(c), Fla. Stat.)
4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: MARCH 3, 2026
Entity: THE STOUT GROUP, LLC

ENTITY

Signed: 
Name: JOSE SANCHEZ
Title: MANAGER

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER: TR14376

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14376 - A Resolution of the City Commission of the City of Tamarac, Florida, authorizing a four-week consecutive period (July 19, 2026 - August 16, 2026) during which time the City Commission will not schedule any regular meetings pursuant to Section 4.06(1) of the City Charter; providing for conflicts; providing for severability; and providing for an effective date.

RECOMMENDATION: I am requesting that TR14376, "Authorizing a 4-Week Hiatus" be placed on the March 11, 2026, City Commission agenda for consideration.

BACKGROUND: Sec. 4.06. - Procedures.
(a) Meetings. The commission shall meet regularly at least twice a month, except during a four-consecutive-week period to be determined by the City Commission no later than April 15 of each year at such times and places as the commission may decide. Special meetings may be held on the call of the Mayor or of a majority of the members upon no less than twelve (12) hours' notice to each member. In the event of an emergency, the mayor may call for an immediate meeting of the Commission.

ISSUE: To provide the Mayor and City Commission with ample time to review the proposed budget, it is recommended that the four-week period during which regular meetings will not be held be scheduled from July 19, 2026, through August 16, 2026. Additionally, the City's Charter requires that the recommended hiatus dates be approved no later than April 15 of each year.

STRATEGIC GOALS: Goal #6: Tamarac is a Dynamic Workplace

ATTACHMENTS:

[TR14376 - Resolution Authorizing a 4-Week Hiatus.docx](#)

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026 -

A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF TAMARAC, FLORIDA,
AUTHORIZING A FOUR-WEEK CONSECUTIVE
PERIOD (JULY 19, 2026 – AUGUST 16, 2026)
DURING WHICH TIME THE CITY COMMISSION
WILL NOT SCHEDULE ANY REGULAR
MEETINGS PURSUANT TO SECTION 4.06(A) OF
THE CITY CHARTER; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY;
AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law ; and

WHEREAS, Article IV, Section 4.07 of the City Charter of the City of Tamarac empowers the City to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the City ; and

WHEREAS, the City of Tamarac Charter provides that the City Commission shall meet regularly at least twice a month, except during a four-week consecutive period to be determined by the City Commission ; and

WHEREAS, the City Manager recommends that the City Commission hiatus be July 19, 2026 – August 16, 2026 ; and

WHEREAS, to comply with the City Charter, the City Commission of the City of Tamarac, Florida, deems it to be in the best interests of the business owners, residents, and visitors of the City of Tamarac to approve the City Manager's recommendation to designate July 19, 2026 – August 16, 2026, as the four-week consecutive period in which the City Commission will not schedule any regular meetings.

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

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

SECTION 2: Pursuant to Section 4.06(a) of the Tamarac City Charter, the Tamarac City Commission hereby determines that the Commission will not schedule any regular meetings during the four-week consecutive period of July 19, 2026 – August 16, 2026

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

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

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

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2026.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:
MAYOR GOMEZ _____
DIST 1: V/M. BOLTON _____
DIST 2: COMM. WRIGHT JR. _____
DIST 3: COMM. PATTERSON _____
DIST 4: COMM. DANIEL _____

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

HANS OTTINOT
CITY ATTORNEY

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Monica Barros Assistant City Clerk

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER:

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14377 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing ten (10) members to the Veterans' Affairs Committee. Each will serve a four-year term, or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

[TR14377 - Veterans_Board_Appointments.docx](#)

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING TEN (10) MEMBERS TO THE VETERANS' AFFAIRS COMMITTEE. EACH WILL SERVE A FOUR-YEAR TERM, OR UNTIL SUCH TIME AS NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Veterans' Affairs Committee was created to promote, and facilitate awareness among Veterans of their rights, benefits and any other special needs ; and

WHEREAS, the City Commission is desirous of appointing members to the Veterans' Affairs Committee ; and

WHEREAS, according to Section 2-223(a) of the City of Tamarac Code, the Veterans' Affairs Committee shall consist of eight (8) or more members appointed by the City Commission to serve four-year terms, or until such time new appointments are made ; and

WHEREAS, the City Commission of the City of Tamarac deems it to be in the best interests of the citizens and residents of the City of Tamarac to appoint members to the Veterans' Affairs Committee, in accordance with the procedures set out in §2-58 of the Tamarac Code.

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

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

SECTION 2: That the following individuals are hereby appointed as members of the Veterans' Affairs Committee, to serve four-year terms expiring March 11, 2030, or until such time as new appointments are made:

<u>Name of Appointee</u>	<u>Committee</u>	<u>Term Ending</u>
Herbert Daley		
Ishman Davis		
James Griffin		
Brian Haywood		
Jay Koutcher	Veterans' Affairs Committee	March 11, 2030
Carlos J. Melendez		
Ideidre A. Milord		
Wilfred Rodriguez		
Wilfredo A. Ruiz		
Sydia Spence		

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

SECTION 4: If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or

invalid, in part or application, it shall not affect the validity of the remaining portions
or applications of this Resolution.

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

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2026.

MICHELLE J. GÓMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GÓMEZ _____

DIST 1: V/M. BOLTON _____

DIST 2: COMM. WRIGHT JR _____

DIST 3: COMM. PATTERSON _____

DIST 4: COMM. DANIEL _____

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

HANS OTTINOT
CITY ATTORNEY

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Monica Barros Assistant City Clerk

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER:

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14378 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing one At-Large member and one District 2 member to the Senior Advisory Committee to serve a four-year term concurrent with the appointing commission member or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

[TR14378_-_Rev._SAC_At_Large_and_Dist_2_Board_Member_Appointment__Reso.docx](#)

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING ONE AT-LARGE MEMBER AND ONE DISTRICT 2 MEMBER TO THE SENIOR ADVISORY COMMITTEE TO SERVE A FOUR-YEAR TERM CONCURRENT WITH THE APPOINTING COMMISSION MEMBER OR UNTIL SUCH TIME NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mayor Michelle J. Gómez and District 2 Commissioner Morey Wright Jr. are appointing replacement members to the City of Tamarac Senior Advisory Committee; and

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

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Tamarac to appoint two (2) new members to the Senior Advisory Committee to replace Dr. John Louer and Cathy Peragine, previously appointed by resolution R-2025-068, who resigned from the Committee, in accordance with the procedures provided for in §2-58 and §2-59 of the Tamarac Code.

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

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

SECTION 2: The following individuals are hereby appointed to serve as new members of the following Board and Committee, and to serve a four-year term concurrent with the appointing commission member, or until such time as new appointments are made.

<u>Name of Appointee</u>	<u>Board/Committee</u>	<u>District</u>	<u>Term Ending</u>
Richard F. Hamre	Senior Advisory Committee	At-Large	November 2026
Gryte Kuncaitis	Senior Advisory Committee	District 2	November 2026

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

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

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

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2026.

MICHELLE J. GÓMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ

DIST 1: V/M BOLTON

DIST 2: COMM. WRIGHT JR

DIST 3: COMM. PATTERSON

DIST 4: COMM. DANIEL

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

HANS OTTINOT
CITY ATTORNEY

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Monica Barros Assistant City Clerk

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER:

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14379 - A Resolution of the City Commission of the City of Tamarac, Florida, appointing one At-Large member to the Parks & Recreation Advisory Board to serve a four-year term concurrent with the appointing commission member or until such time as new appointments are made; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

[TR14379_-_Rev._Parks_and_Rec_At_Large_Board_Member_Appointment__Reso.docx](#)

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPOINTING ONE MEMBER AT-LARGE TO THE PARKS & RECREATION ADVISORY BOARD TO SERVE A FOUR-YEAR TERM CONCURRENT WITH THE APPOINTING COMMISSION MEMBER OR UNTIL SUCH TIME NEW APPOINTMENTS ARE MADE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mayor Michelle J. Gómez is appointing a replacement member to the City of Tamarac Parks and Recreation Advisory Board; and

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

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Tamarac to appoint a new member to the Parks and Recreation Advisory Board to replace Vincent Sthair, previously appointed by resolution R-2023-035 who resigned on January 6, 2026., in accordance with the procedures provided for in §2-58 and §2-59 of the Tamarac Code.

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

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

SECTION 2: The following individual is hereby appointed to serve as a new member of the following Board and Committee, and to serve a four-year term, or until such time as new appointments are made.

<u>Name of Appointee</u>	<u>Board/Committee</u>	<u>District</u>	<u>Term Ending</u>
Bill J. Norkunas	Parks & Recreation Board	At-Large	November 2026

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

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

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

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2026.

MICHELLE J. GÓMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ

DIST 1: V/M BOLTON

DIST 2: COMM. WRIGHT JR

DIST 3: COMM. PATTERSON

DIST 4: COMM. DANIEL

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

HANS OTTINOT
CITY ATTORNEY

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Monica Barros Assistant City Clerk

ITEM TYPE: Resolution

TEMP. RESOLUTION NUMBER:

AGENDA SECTION: **CONSENT AGENDA**

TITLE: TR14381 - A Resolution of the City Commission of the City of Tamarac, Florida, adopting the Yard on the Lawn Music Festival as the city's official Caribbean heritage month celebration and appointing Vice Mayor Marlon D. Bolton as its liaison/ambassador.; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

[TR14381 - VM Bolton as Liaison_Ambassador to the Yard on the Lawn Music Festival.docx](#)

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2026 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ADOPTING THE YARD ON THE LAWN MUSIC FESTIVAL AS THE CITY'S OFFICIAL CARIBBEAN HERITAGE MONTH CELEBRATION AND APPOINTING VICE MAYOR MARLON D. BOLTON AS ITS LIAISON/AMBASSADOR.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by majority vote pursuant to Section 2-33 of the City Code, the City Commission may designate a member of the City Commission as a liaison/ambassador for a special project ; and

WHEREAS, the City of Tamarac is committed to celebrating the rich cultural heritage of its diverse community; and

WHEREAS, Caribbean Heritage Month is a significant celebration that showcases the vibrant culture, music, and traditions of the Caribbean region ; and

WHEREAS, the Yard on the Lawn Music Festival is a popular event that embodies the spirit of Caribbean culture and has been well-received by the community ; and

WHEREAS, the City of Tamarac strives to be a vibrant city ; and

WHEREAS, Vice Mayor Marlon D. Bolton has demonstrated a strong commitment to promoting the city's cultural events and initiatives; and

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 1: That the Yard on the Lawn Music Festival is hereby adopted as the City's official Caribbean Heritage Month Celebration.

SECTION 2: That Vice Mayor Marlon D. Bolton is appointed as the liaison/ambassador for the Yard on the Lawn Music Festival, tasked with working with city staff to promote the event both locally and internationally.

SECTION 3: That the City Commission encourages Vice Mayor Bolton to leverage his networks and expertise to position the City of Tamarac as a premier destination for art and culture, highlighting its vibrant community and cultural events.

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

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

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

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2026.

MICHELLE J. GÓMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GÓMEZ

DIST 1: V/M. BOLTON

DIST 2: COMM. WRIGHT JR

DIST 3: COMM. PATTERSON

DIST 4: COMM. DANIEL

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

HANS OTTINOT
CITY ATTORNEY

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Monica Barros Assistant City Clerk

ITEM TYPE: Ordinance

TEMP. ORDINANCE NUMBER: 2608

AGENDA SECTION: **ORDINANCE(S) - SECOND READING**

TITLE: TO2608 - An Ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 9, "Health, Sanitation and Nuisance," Article IV, "Residential and Nonresidential Property Maintenance Standards," Section 9-131, "Nonresidential Property Maintenance Standards," Subsection (j), of the City of Tamarac Code of Ordinances, to add clarifying language regarding parking lot maintenance; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

ATTACHMENTS:

[Memo to City Manager - TO 2608 Section 9-131.docx](#)

[TO2608_Ordinance_-_Non_Residential_Property_Maintenance_Amendment_Section_9-131 \(1\).docx](#)

[Business Impact Estimate \(9-131\).docx](#)

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (26-01-006M)
COMMUNITY DEVELOPMENT

TO: Levent Sucuoglu
City Manager

FROM: Kent Walia
Director of Community Development

DATE: January 15, 2026

RE: TO# 2608: Ordinance Amending Chapter 9, Section 9-131 "Non-Residential Property Maintenance," of the City of Tamarac Code of Ordinances to add clarifying language regarding parking lot maintenance for non-residential properties..."

Recommendation: The Director of Community Development recommends that the Mayor and City Commission adopt the proposed Ordinance to amend Chapter 9, Section 9-131 ("Non-Residential Property Maintenance") of the City of Tamarac Code of Ordinances. The amendment clarifies the maintenance responsibilities for non-residential parking lots. Staff recommend approval by the City Commission at First Reading at the February 25, 2026, meeting, and adoption at Second Reading at the March 11, 2026, meeting.

Issue: Chapter 9 currently lacks specific standards for the ongoing maintenance of parking lots on non-residential properties. This creates enforcement challenges and limits the City's ability to ensure that commercial and institutional parking facilities are kept in a safe, functional, and aesthetically acceptable condition.

Background: Non-residential properties play a central role in the economic vitality and image of the City of Tamarac. However, deteriorated or poorly maintained parking lots create safety hazards, accessibility concerns, and diminish community appearance. To address this issue, the ordinance amendment introduces clarifying language that defines the responsibilities of non-residential property owners to maintain their parking lots, including upkeep, resurfacing, and restriping. This initiative reflects the City's commitment to preserving its commercial corridors, strengthening enforcement tools, and enhancing the overall quality of the built environment. This initiative advances a priority identified during the City's 2025 Strategic Planning Exercise to strengthen and modernize the City's Code of Ordinances in support of community standards, operational efficiency, and long-term policy objectives.

Fiscal Impact: The amendment strengthens the City's ability to enforce parking lot maintenance standards without creating significant fiscal burden. This item supports the City's Strategic Plan Goal #1, "Tamarac is Well-Kept," by ensuring consistent upkeep of non-residential properties, and Goal #4, "Tamarac is Vibrant," by promoting a positive image and safe environment for residents, businesses, and visitors.



Kent Walia,
Community Development Director

KW/sb

Attachment: Temporary Ordinance No. 2608/ Draft Ordinance

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 9, "HEALTH, SANITATION AND NUISANCE," ARTICLE IV, "RESIDENTIAL AND NONRESIDENTIAL PROPERTY MAINTENANCE STANDARDS," SECTION 9-131, "NONRESIDENTIAL PROPERTY MAINTENANCE STANDARDS," SUBSECTION (j), OF THE CITY OF TAMARAC CODE OF ORDINANCES, TO ADD CLARIFYING LANGUAGE REGARDING PARKING LOT MAINTENANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section (1)(f) of the Florida Constitution and Chapter 166, Florida Statutes, grant local municipalities broad home rule authority to adopt ordinances to provide for the health, safety, and welfare of the general public; and

WHEREAS, the City Commission recognizes the importance of maintaining paved areas, including parking lots, in safe and sanitary condition to ensure accessibility, proper drainage, and the prevention of hazardous conditions; and

WHEREAS, The City Commission of Tamarac has adopted standards for the maintenance of nonresidential property to promote safety, accessibility, and quality of life; and

WHEREAS, the City Commission recognizes the need to update Section 9-131, subsection (j), to clarify requirements for the resurfacing and restriping of parking lots and related maintenance responsibilities; and

WHEREAS, this initiative advances a priority identified during the City's 2025 Strategic Planning Exercise to strengthen and modernize the City's Code of Ordinances, where appropriate, to better support community standards, improve operational

efficiency, and further the City's long-term policy objectives; and

WHEREAS, the City Commission further finds that these amendments are in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

SECTION 1. Purpose and Intent.

The purpose of this Ordinance is to amend Chapter 9, "Health, Sanitation and Nuisance," Article IV, "Residential and Nonresidential Property Maintenance Standards," Section 9-131, "Nonresidential Property Maintenance Standards," subsection (j), to clarify routine parking lot maintenance responsibilities by expressly including resurfacing and restriping among required maintenance activities, thereby promoting safety, accessibility, aesthetics and compliance within the established maintenance standards.

SECTION 2. Amendment.

That Chapter 9 Health, Sanitation and Nuisance," Article IV, "Residential and Nonresidential Property Maintenance Standards," Section 9-131, "Nonresidential Property Maintenance Standards," of the City of Tamarac Code of Ordinances is hereby amended to read as follows (additions are underlined and deletions are ~~stricken~~).

Sec. 9-131. – Nonresidential property maintenance.

- (j) It shall be the responsibility of all persons to maintain all paved areas in a neat and clean ~~condition~~ appearance, in good condition and ~~good~~ repair, which shall include proper drainage to prevent the accumulation of pools of water and the correction and removal of all ruts, potholes, and broken pavement. Paved areas must be repaired

or replaced when any deterioration occurs to the extent that the road rock or subbase is visible, or when the pavement surface has become excessively worn, discolored, or otherwise degraded so that it no longer presents a uniform, well-maintained appearance. ~~which~~ This shall include removal of all weeds and grass. In parking areas, the parking spaces shall be maintained in a manner which clearly delineates parking spaces, which shall include maintenance of parking space striping or other indicators, and tire stops. All parking lots and spaces shall be maintained so as not to create a hazard or nuisance. Such maintenance includes, but is not limited to, removing glass and litter; pruning, mowing, nourishing, and watering vegetation; resurfacing and restriping surface markings; re-anchoring or replacing loose and broken wheel stops; and replacing or painting signs. Permits shall be obtained from the City when required for related work. This section shall apply to all paved areas, including but not limited to parking areas and ingress or egress driveways. All parking spaces, stop bars, directional arrows, centerlines, edge lines and other pavement markings shall be painted properly, clearly visible and well defined at all times.

SECTION 3. Codification. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

SECTION 4. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any section, provision, paragraph, sentence, clause or word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective upon adoption.

PASSED, FIRST READING this day of , 2026.

PASSED, SECOND READING this day of , 2026.

MICHELLE J. GOMEZ, MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR GOMEZ

DIST 1: VM BOLTON

DIST 2: COMM WRIGHT

DIST 3: COMM. PATTERSON

DIST 4: COMM. DANIEL

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR GOMEZ

DIST 1: VM BOLTON

DIST 2: COMM WRIGHT

DIST 3: COMM. PATTERSON

DIST 4: COMM. DANIEL

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

HANS OTTINOT,
CITY ATTORNEY

Business Impact Estimate

Ordinance title/reference: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 9, "HEALTH, SANITATION AND NUISANCE," ARTICLE IV, "RESIDENTIAL AND NONRESIDENTIAL PROPERTY MAINTENANCE STANDARDS," SECTION 9-131, "NONRESIDENTIAL PROPERTY MAINTENANCE STANDARDS," SUBSECTION (j), TO ADD CLARIFYING LANGUAGE REGARDING PARKING LOT MAINTENANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank:

- ☐ The ordinance is required for compliance with federal or state law or regulation;
- ☐ The ordinance relates to the issuance or refinancing of debt;
- ☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
- ☐ The ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The ordinance is enacted to implement the following:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): The proposed ordinance serves the public health, safety, and welfare by clarifying existing non-residential property maintenance standards related to paved areas and parking lots. The amendment expressly identifies resurfacing and restriping as part of routine parking lot maintenance responsibilities when deterioration occurs, ensuring safe vehicular and pedestrian circulation, proper drainage, accessibility, and a uniform, well-maintained appearance. The ordinance improves clarity and enforceability without expanding the scope of existing maintenance obligations.

Business Impact Estimate

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Tamarac: The ordinance does not impose new or additional maintenance requirements beyond those already required under existing code provisions. Any economic impact is limited to routine property maintenance activities that property owners are already expected to perform when deterioration occurs. Estimated direct economic impact: \$0.
- 3.

4. Estimate of direct compliance costs that businesses may reasonably incur: \$0

5. Any new charge or fee imposed by the proposed ordinance: None

6. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: The City may incur minimal administrative costs related to routine inspections and enforcement conducted by Code Compliance staff. These activities are already part of existing operations and do not require additional staffing, equipment, or funding. No new revenues are generated.
- 7.

8. Estimate of the number of businesses likely to be impacted by the proposed ordinance: The ordinance applies uniformly to nonresidential properties citywide. It is anticipated to have a neutral to positive impact by providing clearer expectations for property maintenance and reducing ambiguity in enforcement.

9. Additional information (if any):

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Presentation

AGENDA SECTION: **OTHER**

TITLE: Solid Waste Authority Presentation
*Requested by Commissioner Patterson & Presented by
Mayor, Steve Breitkreuz - Town of Southwest Ranches*

ATTACHMENTS:

[SWA Master Plan Summary \(002\).pdf](#)



SOLID WASTE AUTHORITY
OF BROWARD COUNTY

Regional Solid Waste and Recycling Master Plan Executive Summary

SCS ENGINEERS



Plan smart. Recycle more. Waste less.

Shaping Broward's Waste Future: A Unified Path Toward Zero Waste

Broward County stands at a pivotal moment in its environmental and public service evolution. As one of the most populous and diverse counties in the State of Florida, we are both uniquely challenged and uniquely positioned to lead in the transition to a more sustainable, efficient, and equitable solid waste and recycling system. This Regional Solid Waste and Recycling Master Plan is not merely a strategic roadmap—it is a bold declaration of our collective intent to rethink how we value, manage, and ultimately reduce waste across all 31 municipalities, with 28 participating, along with Broward County, through our new Interlocal Agreement.

The creation of the Solid Waste and Recyclable Materials Processing Authority of Broward County is a testament to the foresight and leadership of our elected officials and community stakeholders. After more than a decade of fragmentation, the formation of the Authority reestablishes a much-needed regional governance framework—one that allows us to leverage economies of scale, coordinate investments in new infrastructure, harmonize policies, and speak with a unified voice when facing statewide and national policy challenges.

Historically, Broward County has embraced innovation, from early investments in recycling programs to public-private partnerships in disposal and processing. But those successes, while important, are no longer sufficient. Today's waste challenges are far more complex and far-reaching. Climate change, supply chain instability, the rising cost of disposal, community concerns about equity and concerns about environmental equity, and an urgent need to reduce greenhouse gas emissions all compel us to act decisively. Landfill space is finite, and reliance on outdated practices can no longer sustain our growing population and economy.

This Master Plan, developed in collaboration with expert consultants, technical advisors, and local stakeholders, reflects a comprehensive, data-driven vision for the next 40 years. It is centered around a singular but transformative goal: Zero Waste approach. Achieving that goal will require more than new technology or facilities. It requires a cultural shift toward minimizing waste at the source, maximizing beneficial reuse and recycling, and fundamentally rethinking how materials move through our economy—from product design to end-of-life.

To that end, the Plan outlines strategic actions across several key areas:

- **Reducing waste generation** through education, behavior change, procurement reform, and incentives for circular economy practices.
- **Expanding recovery and recycling** with source-separated organics, construction and demolition (C&D) recovery programs, and mandatory recycling ordinances.
- **Strengthening infrastructure** by optimizing existing assets while identifying new facility needs for transfer, processing, and disposal over the long term.
- **Improving governance and financial sustainability** via flow control mechanisms, assessment models, and regional policy harmonization.
- **Promoting environmental equity** to ensure historically burdened communities benefit from cleaner operations, improved access to services, and meaningful participation in decision-making.



Public outreach and stakeholder engagement were central to the development of this plan. Community feedback, environmental equity considerations, and an emphasis on multilingual, inclusive education efforts are embedded throughout the recommendations. We recognize that lasting transformation requires trust, transparency, and long-term collaboration across all sectors—government, private industry, non-profits, schools, and residents.

We also acknowledge that technology alone will not solve these challenges. Behavioral change—across households, businesses, and institutions—is essential. The system we envision empowers every resident and visitor to participate meaningfully, supported by consistent messaging, accessible services, and a commitment to continuous improvement.

This Master Plan is a living document. It will be regularly updated to reflect emerging trends, legislative changes, technological advancements, and lessons learned through implementation. But its foundational principles, environmental stewardship, operational excellence, regional cooperation, and public accountability—are enduring.

On behalf of the Solid Waste Authority's Executive Committee, staff, and consultant team, I extend sincere gratitude to the many individuals and organizations who contributed their time, ideas, and passion to this effort. Your input has made this plan stronger, more grounded in community values, and more responsive to the challenges ahead.

I invite you to not only read this Master Plan but to engage with it. The path to Zero Waste is ambitious, but it is attainable. Together, we can build a solid waste and recycling system that is cleaner, smarter, and more just — for today and for generations to come.

Sincerely,

Todd Storti

Executive Director, Solid Waste and Recyclable Materials Processing Authority of Broward County





Shaping Broward County: A Path To Zero Waste

Broward County stands at a pivotal moment in its environmental stewardship. As one of the most populous and diverse counties in the State of Florida, we are uniquely positioned to lead in the transition to a more sustainable and efficient solid waste and recycling system. The Regional Solid Waste and Recycling Master Plan outlines a bold strategy to manage and reduce waste generated by the residents, businesses, and visitors through the creation of the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (Authority).

The Authority engaged a consultant team comprised of SCS Engineers, Arcadis, Resource Recycling Systems, and Mercury to prepare the Master Plan to develop a strategy to meet the State's ambitious 75% recycling goal and to guide the Authority over a 40-year planning horizon.

A Path To Zero Waste



39%

NOW

1. Behavior Change
2. Economies of Scale
3. Harmonize Services
4. Waste Diversions
5. Innovative Technologies

APPROACH



75%

GOAL

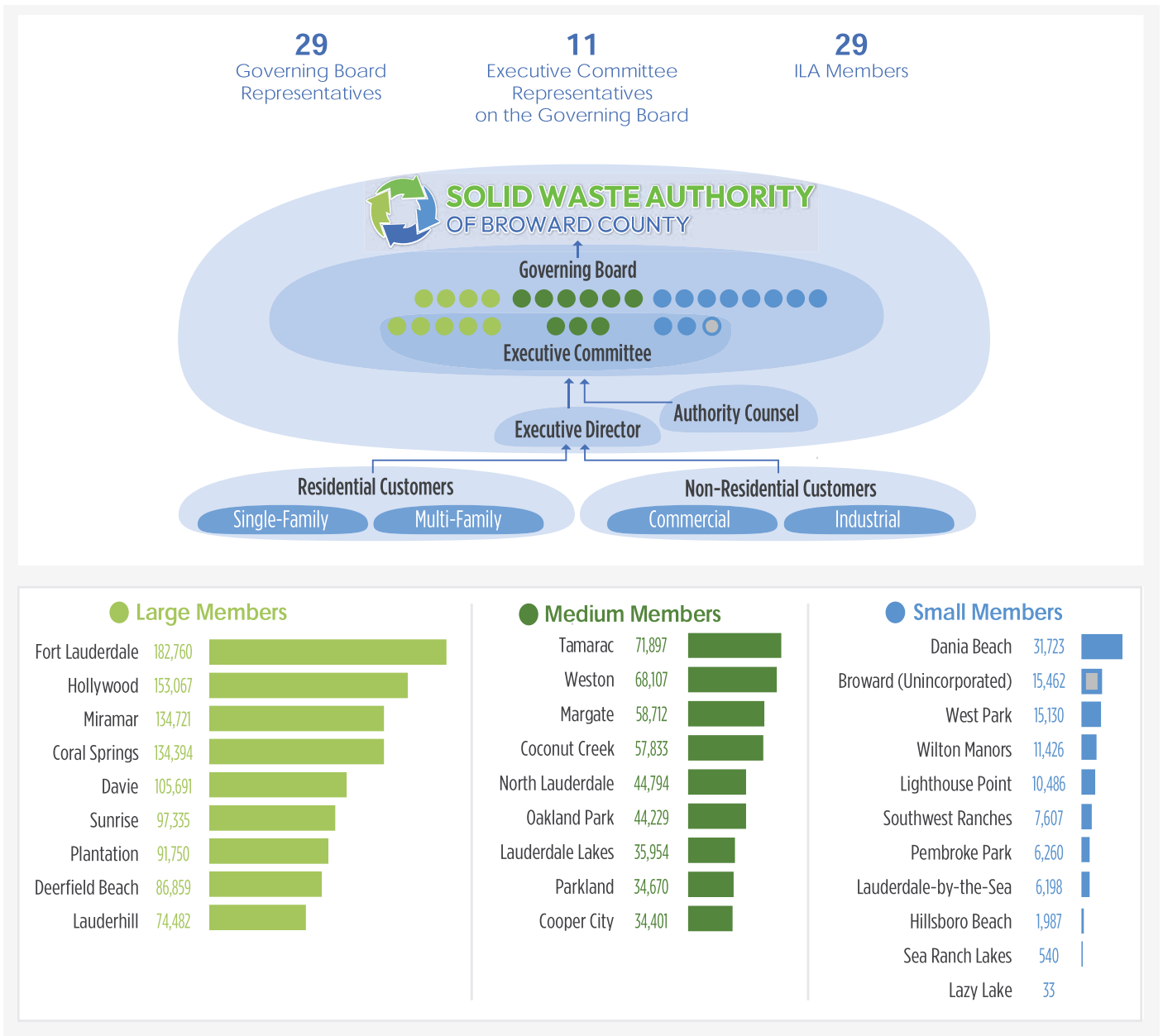
The Master Plan uses a Zero Waste lens to help Broward County meet or exceed Florida's 75% recycling goal. It emphasizes education and engagement to change behaviors to minimize waste generation, while maximizing the beneficial use of waste stream components to decrease the quantity of waste disposed in a landfill. Other success factors include: leverage economies of scale to increase bargaining power, harmonizing services to remove ambiguity and confusion, and adopting innovative technologies and approaches to optimize waste management practices. While Zero Waste is the long-term vision, success also depends on each waste generator to do their part to responsibly manage the more than 5 million tons of waste generated annually in Broward County.



Who We Are

Through an Interlocal Agreement (ILA), the Authority is comprised of Broward County and 28 of the 31 municipalities, and is represented with 29 Governing Board seats and 11 Executive Committee members.

Broward County SWA | Governance Structure Overview



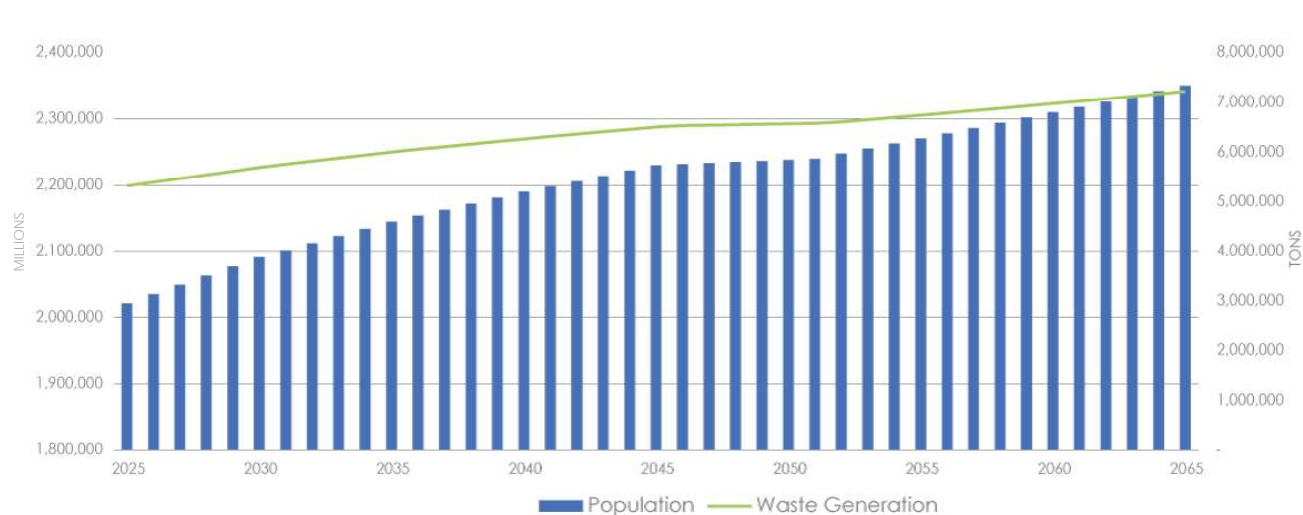
NOTE: The population estimates are based on the 2023 Broward County and Municipal Population Forecast and Allocation Model, published by the Broward County Planning and Development Management Division.



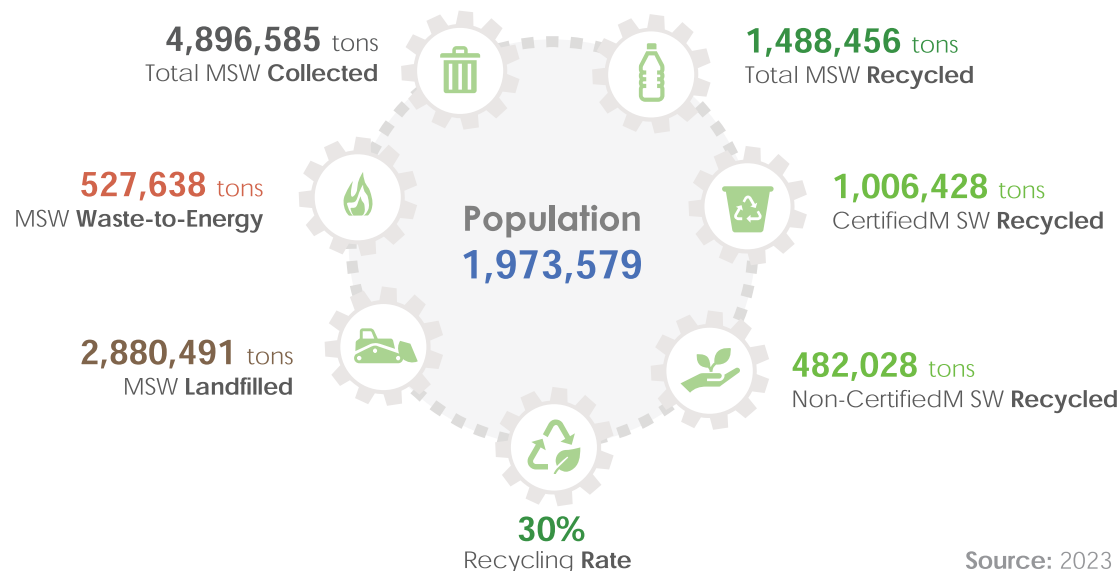
Population & Waste Generation

Broward County has a population approaching 2 million residents, which is expected to grow by nearly 20% to more than 2.4 million residents over the 40-year planning horizon. There is a correlation between population and waste generation, and in 2024, nearly 4.9 million tons of municipal solid waste was generated in Broward County, which is projected to increase by more than 33% to approximately 7.2 million tons of municipal solid waste over the 40-year planning horizon. In 2024, only 29% of the total waste stream was recycled—well below the state’s 75% goal. Most waste still ends up in landfills, with a smaller portion processed through a waste-to-energy facility. This highlights the urgent need for a more unified, efficient, and sustainable regional system.

Population & Waste Generation



Population & Disposition of Municipal Solid Waste (2023)

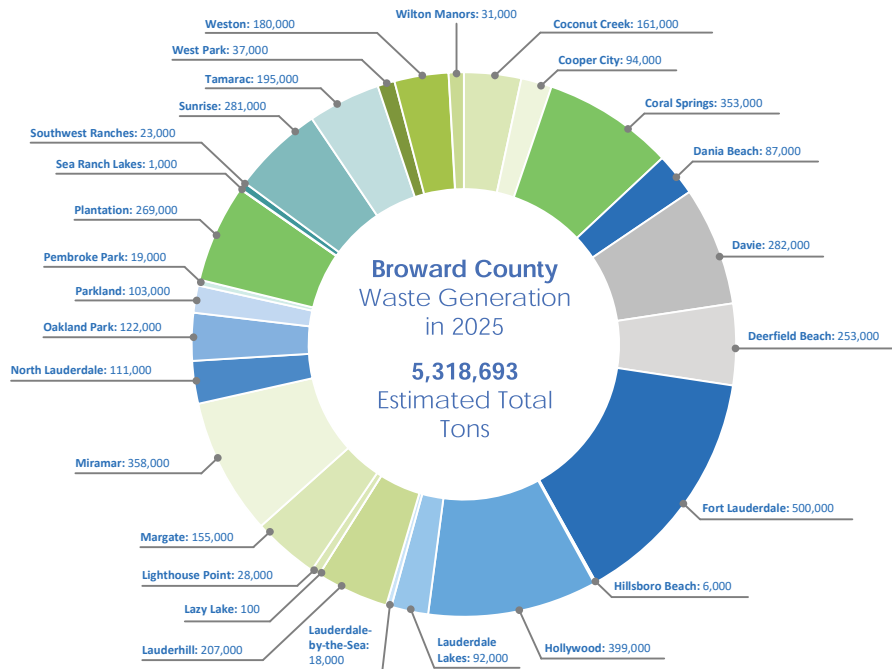


Source: 2023 FDEP Report
Final Disposition of Municipal Solid Waste

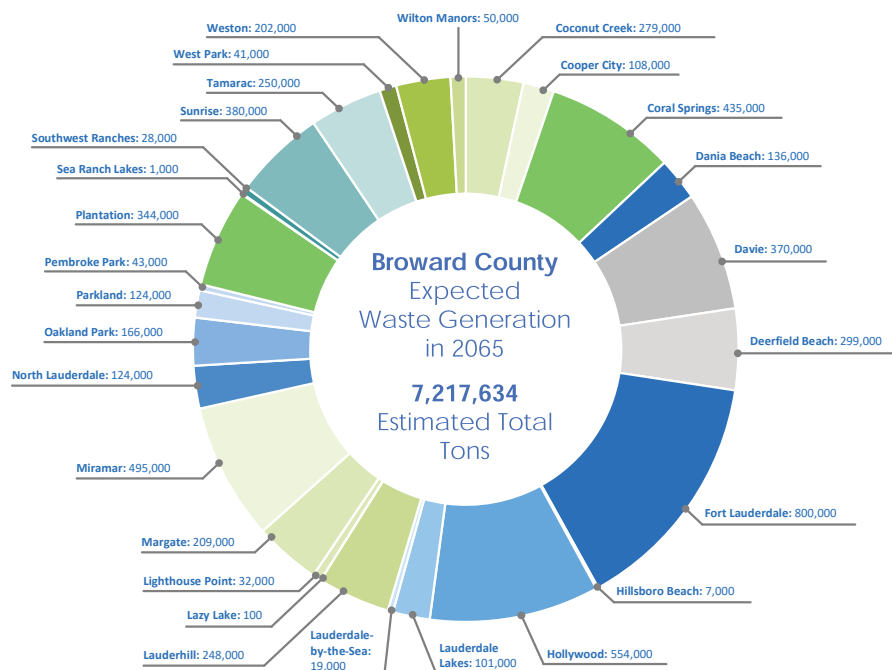
Population & Waste Generation

The following charts present the projected waste generation tonnage contributed by the County and each municipality in 2025 and in 2065.

Waste Generation in 2025



Expected Waste Generation in 2065



Solid Waste Classification by Material

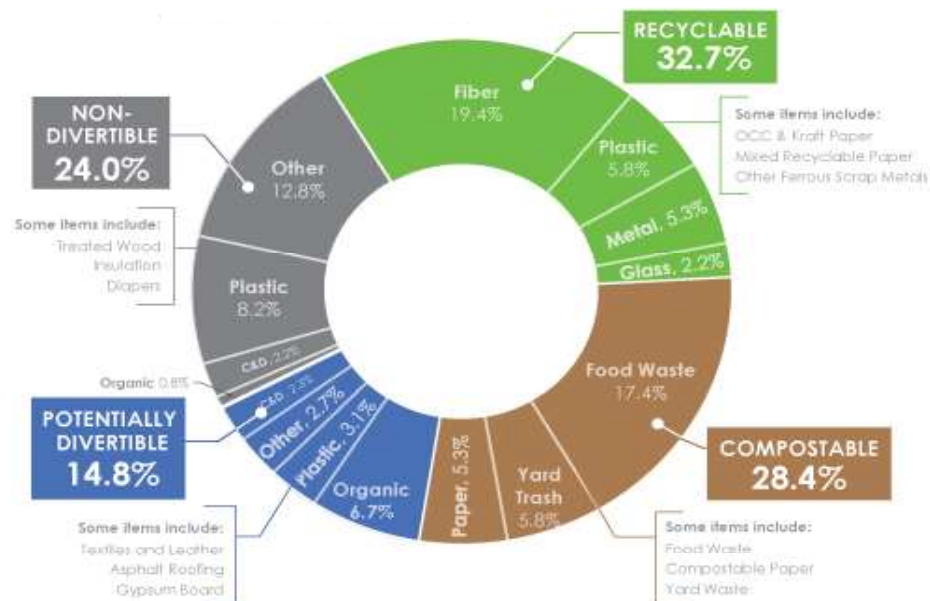
In 2023, Broward County conducted a waste characterization study of the residential and commercial sectors. The study revealed that a majority of the waste generated can be recycled or beneficially used with increased public participation, innovative programming, and existing technology—well below the state’s 75% goal. Despite this, most waste generated today ends up in landfills, with a smaller portion processed through a waste-to-energy facility. This highlights the urgent need for a more unified, efficient, and sustainable regional system.



Residential



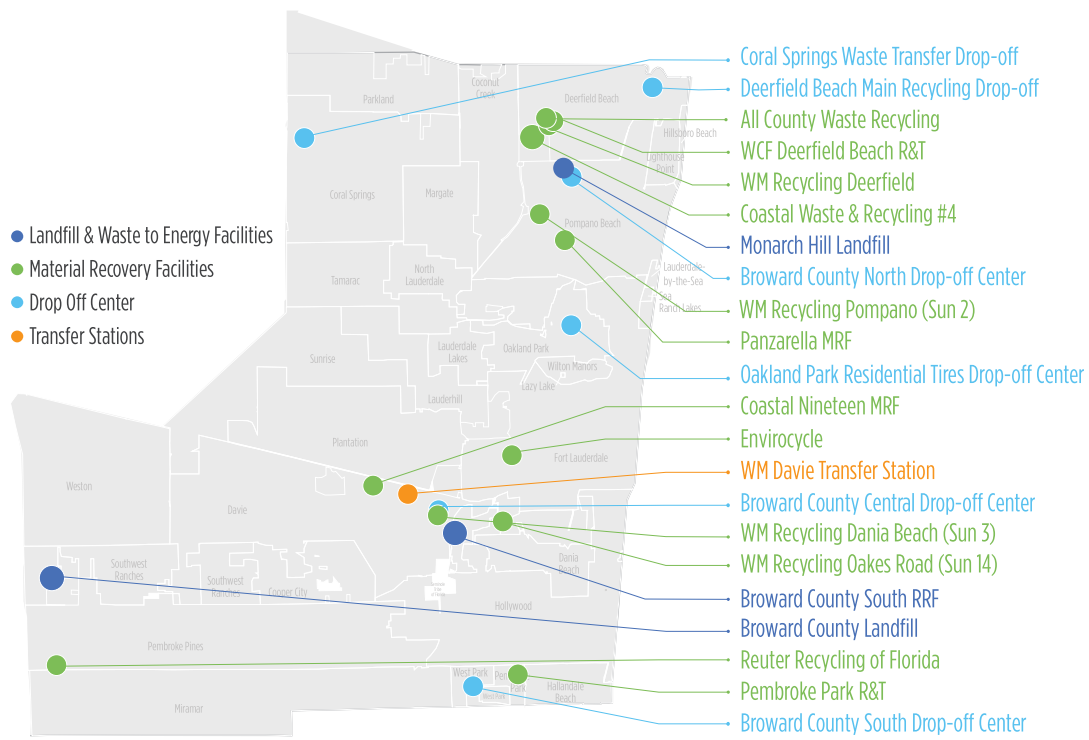
Commercial





Existing Facilities | Type & Locations

Existing County, municipal, and private solid waste processing and disposal facilities located throughout Broward County make up the current solid waste system. The name, general location of each facility, and waste stream materials accepted for processing and/or disposal are presented below. There is ample existing infrastructure for the Authority to leverage to better manage the waste generated within the County. However, there is limited in-County disposal capacity.



Materials Accepted

	1	2	3	4	5	6	7	8		1	2	3	4	5	6	7	8
	1	2	3	4	5	6	7	8		1	2	3	4	5	6	7	8
Coral Springs Waste Transfer Drop-off									Coastal Nineteen MRF								
Deerfield Beach Main Recycling Drop-off									Envirocycle								
All County Waste Recycling									WM Davie Transfer Station								
WCF Deerfield Beach R&T									Broward County Central Drop-off Center								
WM Recycling Deerfield									WM Recycling Dania Beach (Sun 3)								
Coastal Waste & Recycling #4									WM Recycling Oakes Road (Sun 14)								
Monarch Hill Landfill									Broward County South RRF								
Broward County North Drop-off Center									Broward County Landfill								
WM Recycling Pompano (Sun 2)									Reuter Recycling of Florida								
Panzarella MRF									Pembroke Park R&T								
Oakland Park Residential Tires Drop-off Center									Broward County South Drop-off Center								

NOTES: “Class I Waste” means solid waste that is not hazardous waste, and that is not prohibited from disposal in a lined landfill under rule 62-701.300, F.A.C. “Class III Waste” means yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Department, that are not expected to produce leachate that poses a threat to public health or the environment.

Guiding Principles



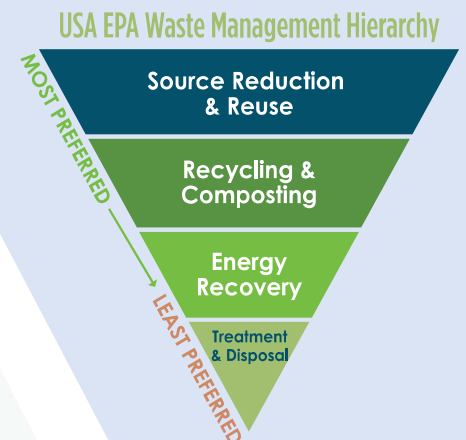
The following guiding principles were developed to frame the analysis. With the exception of “Control Your Solid Waste Management Destiny”, which was prioritized, the others are presented in no particular order.

- 01 Control Your Solid Waste Management Destiny
- 02 Zero Waste Focus
- 03 Environmental & Growth Management Compliance
- 04 Long-term Disposal Solution
- 05 Commercially-Proven Technologies
- 06 Operational Excellence
- 07 Harmonization of Services County-wide
- 08 Best Value Service

Key Policies

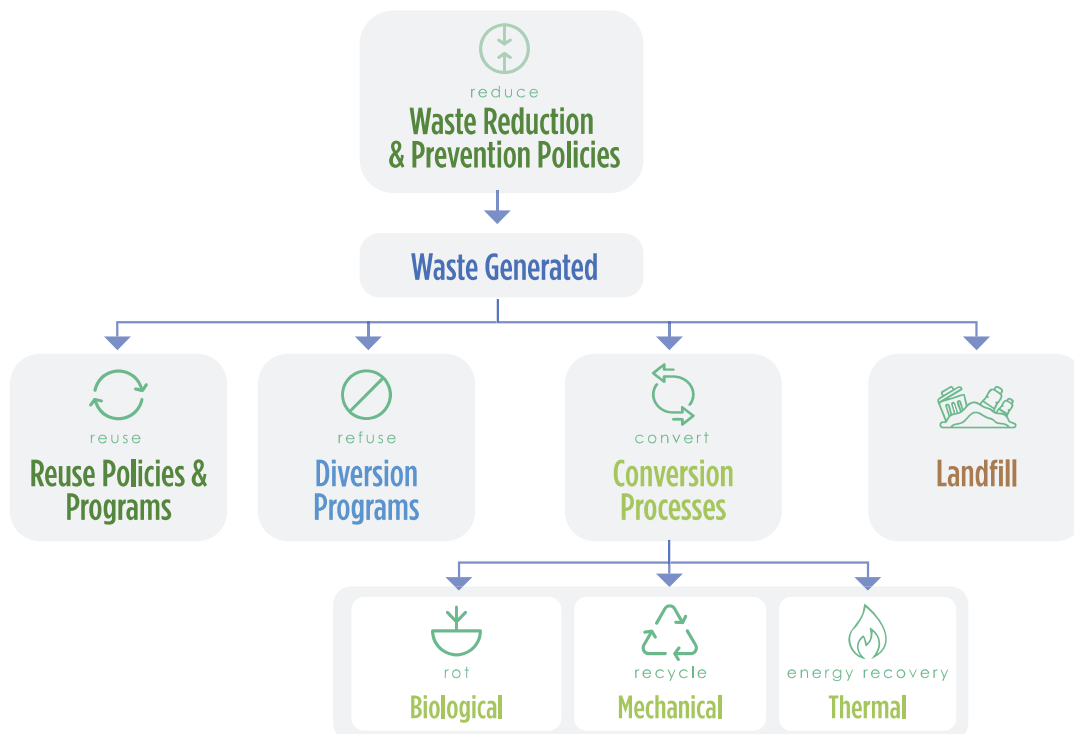
The Executive Committee established the following policy direction to guide the development of the Master Plan.

- 01 40-year planning horizon
- 02 Out-of-County disposal/intragovernmental partnerships
- 03 Maximize use of existing infrastructure
- 04 Enact annual assessment to recover the full cost of services
- 05 Apply reasonable buffers from residential properties
- 06 Consider mandatory approaches to commercial recyclables and construction and demolition debris



Future Needs and Options

As part of developing the Master Plan, the consultant team evaluated and modeled the composition and volumes of waste estimated to be generated over the planning horizon and evaluated the types of commercially-proven technologies that could manage the waste stream towards achieving the 75% recycling goal. While a range of options and scenarios were explored, the Authority selected scenario A that prioritizes waste reduction and prevention, maximizes the beneficial use of waste stream components, and leverages existing public and private waste management infrastructure within Broward County as a starting point. The following framework serves as the foundation for the recommendations outlined below.





Strategic Priorities For Advancing The Master Plan

Through the development of the Master Plan, the following four strategic priorities emerged as critical success factors.

Behavior Change

- Develop an education and outreach plan that supports behavior change.
- Set clear, measurable milestones and standardize reporting across municipalities.
- Build consensus and execute a communications strategy for residents and businesses.

Economies of Scale

- Leverage regional collaborations to reduce costs and improve service delivery.
- Streamline operations for more predictable and efficient waste management.
- Pursue joint procurement and shared services to maximize savings.

Leverage Existing Infrastructure

- Maximize the use of and upgrade existing facilities to support new technology.
- Increase residential drop-off centers for hard-to-recycle and hazardous materials.
- Expand beneficial recovery of construction debris, yard trash, and food waste.

Harmonize Services

- Standardize minimum curbside collection practices and services across municipalities to increase access and participation.
- Build consensus among ILA members to align services with the Master Plan goals.
- Develop regional service standards that ensure equity, efficiency, and accountability.





Selected Scenario

Implementing the Master Plan focuses on a robust education program to reduce the amount of waste generated while improving solid waste resources management following collection. Scenario A initially calls for utilizing existing infrastructure, and the future integrated solid waste management system may require building or expanding recycling centers, organics processing sites, drop-off centers, and transfer stations, along with securing new landfill capacity for materials that can't be recycled and to enhance resiliency when faced with natural disasters. While the total projected capital costs in Scenario A are substantial, these investments are envisioned to occur over the next 20 to 40 years, and are essential to increase recycling from the current 39% to a projected rate of 62%.

	Projected Diversion Rate	Scenario A
	Tons Left to Send to Landfill in 2045	62%
		2,700,000
Transfer Stations		3
Landfills		1
Single-Stream MRFs (Materials Recovery Facility) 2		
Organics Processing Campus		2
Mulch		2
Biochar		1
Drop-Off Centers		8
C & D (Construction & Demolition) Recovery facilities		2

Programs

- Restore Curbside Recycling Services to all Broward County Communities
- Add segregated Curbside Yard Trash Collection
- Add Food Waste Drop-Off Events
- Add Permanent Household Hazardous Waste/Electronics/ Recycling Drop-Off Sites
- Add reduction, reuse, and diversion programs and policies
- Harmonize collection services to increase efficiency

Additional Facility Needs and Capacity of Each Facility - Tons Per Year (TPY)

- 2 Single- Stream Material Recovery Facilities (250,000 TPY each)
- 2 New Organics Processing Campuses with:
 - 2 Mulch/ Colorizing Operations (175,000 TPY each)
 - 1 New Biochar Pyrolysis operation (30,000k TPY)
- 2 C&D Recovery Facilities (450,000 TPY each)
- 8 Permanent Drop-Off Centers (2,400 TPY each)
- 3 Transfer Stations (North, South, Central Broward County)
- 1 Landfill/Long-term Disposal



Recommendations

In addition to the Facilities and Programs included in Scenario A, the Master Plan recommends a range of policies and legislative actions, education, outreach, and communication strategies, innovative technology adoption, and organics management initiatives to unify to unify communities, engage the residents, businesses, and visitors.” and to not reference the ILA.



Policies and Ordinances:

- **Harmonize minimum** curbside waste collection set-out standards.
- **Expand single-stream** recycling access.
- **Require yard trash** to be recycled.
- **Enact a mandatory C&D recycling** ordinance.
- **Enact a mandatory commercial recycling** ordinance.
- **Develop additional residential drop-off centers** for hard-to-recycle and hazardous materials.
- **Explore food waste collection** options and impacts.
- **Implement supporting policies and actions.**

Education, Outreach, and Communications Plan:

- **Invest in a sustained** communications and outreach program.
- **Become the trusted voice** to deliver waste and recycling-related information.
- **Partner with a wide range of stakeholders** to increase engagement with their networks.
- **Communicate with the community** in multiple ways via a combination of approaches.
- **Utilize existing and emerging technology** to better engage with residents.
- **Set clear, achievable milestones and develop uniform reporting.**
- **Leverage future authority facilities** as outreach hubs.





Innovative Technologies Adoption:

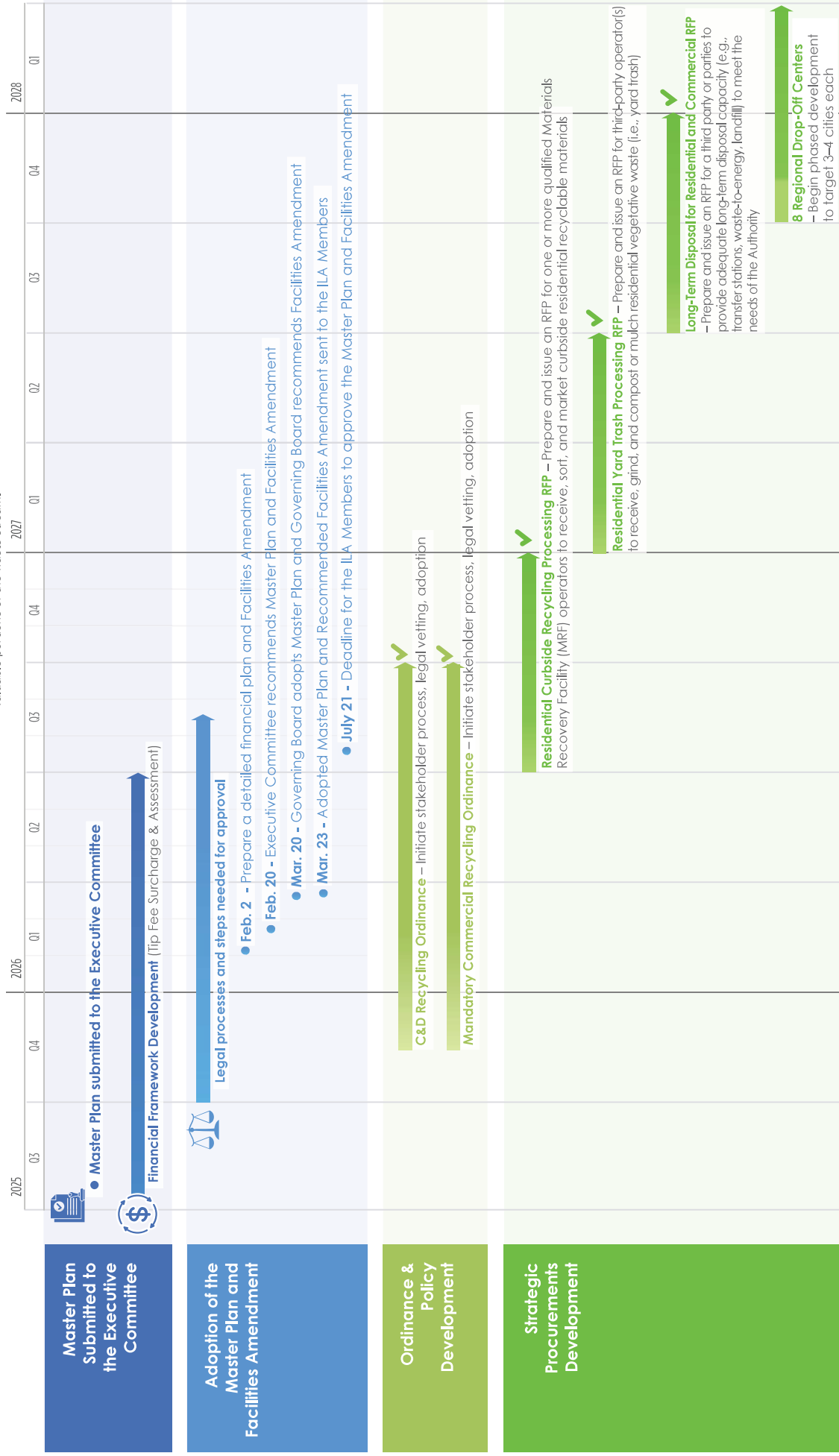
- **Develop overarching strategies** for new technology implementation within the Authority's control.
- **Adopt a preference for autonomous processes and continuous improvement utilizing** AI, blockchain, Web 3.0, and Internet of Things (IoT).
- **Implement a management system** that utilizes a common network of tools that maximizes cross-platform compatibility, reporting, and connectivity.
- **Establish a Technology Needs Committee** to research and provide recommendations on overarching strategies, technologies to pursue, and schedule of implementation.

Organics Management

- Deploy guidance to all ILA Members to **require clean residential yard trash separation requirements** and delivery to a facility for beneficial processing. (i.e., mulching, composting)
- Develop requirements and regulatory underpinnings for the **beneficial use of yard trash and eventually food waste.**
- **Work with ILA Members, Authority committees, and community stakeholders** on future residential and commercial food waste diversion programs.



The following near-term next steps include to accept the Master Plan, further develop the financial framework, develop and adopt key policies and ordinances, secure flow control, and develop solicitations to uniformly manage and beneficially use valuable portions of the waste stream.



CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Monica Barros Assistant City Clerk

ITEM TYPE: Presentation

AGENDA SECTION: **OTHER**

TITLE: Municipal Complex Campus Solicitation Discussion and Direction
Presented by Gerard Yetming, Damian Johnson, and Julian Zuniga from Colliers International

ATTACHMENTS:

[Tamarac Municipal Complex 2026.pdf](#)

Tamarac Government Complex

Update on Submitted Bids

Prepared for:



March 11, 2026

Accelerating success.



Agenda

1. Summary of Marketing
2. Proposers' Program Summary
3. Adler Development
4. Sonnenblick Development
5. Deal Financial Summary

Summary of Marketing

Marketing Summary

- Launched - June 11, 2025
- Offers Due - September 29, 2025
- 190 Developer Prospects Contacted
- 3 offers received
- Developer / Staff Conference - January 15, 2026

Proposers' Program Summary

Headquarters	Adler Development LLC Miami, FL 33137 www.adlerdevelopment.net	Sonnenblick Development LLC Jupiter, FL 33477 www.adlerdevelopment.net
TOTAL		
Civic Center RSF	112,500 SF	112,500 SF
Public Park	3 acres	Yes - acreage unspecified
Retail	55,400 SF	165,000 SF
Office	52,500	None
Hotel	150 Rooms	250 Rooms (2 hotels)
Apartments	860 + 20 townhomes	1,250
Nob Hill		
	• City Hall • Public Park • 43,000 SF Padel Courts • 430 Multifamily Units • 5-story Multifamily • 41,000 SF of Retail • 52,500 SF of Office • 150 Room Hotel	• City Hall • Public Park • 450 Multifamily Units • 5 & 6 story Multifamily • 55,000 SF of Retail • 250 Rooms (2 hotels)
Pine Island		
	• 430 Multifamily Units • 20 Townhome Units • 4-story Multifamily • 14,400 SF of Retail	• 800 Multifamily Units • 5 & 6 story Multifamily • 110,000 SF of Retail/Entertainment

Adler Development

Understanding the City's Objectives

Our approach goes beyond just maximizing financial gain. We begin by establishing a deep understanding of each project's unique requirements – the issuer's priorities, the site's specific characteristics, and the surrounding community's needs. This comprehensive analysis allows us to strike a thoughtful balance between achieving the "highest and best use" for the property and incorporating other crucial objectives. Our team members and curated professionals will optimize the land to its maximum potential with the mission of creating a modern center for civic engagement while strengthening the fabric of the community and improving the overall quality of life for our future residents. Our approach to this project is to design and build a new City Hall and Municipal Complex that would be owned and occupied by the City of Tamarac.

Goals:

1. Develop a new City Hall and Municipal Complex building encompassing ~112,500 SF of space
2. Create a vibrant, pedestrian-friendly mixed-use destination to serve as a focal point for the community
3. Integration of uses residential, office, hotel, retail, and municipal uses
4. Unlock value via ground lease structures, property taxes, job creation, and quality of life improvements
5. Generate economic returns to the City of Tamarac that will offset cost of new City Hall facility
6. Execute infrastructure improvements necessary to support the proposed development
7. Enhance community amenities by incorporating parks, plazas, and green areas
8. Engage in meaningful Public Participation

Relevant Developer P3 Qualifications - Adler

| 7

Long Term Ground Leases with Miami-Dade County and City of Miami



Link at Douglas, The Underline and City of Miami Admin Building

Developer Massing – Nob Hill Site - Adler

8



Developer Massing – Nob Hill Site - Adler

| 9



Developer Renderings – Nob Hill Site - Adler

| 10



Developer Renderings – Nob Hill Site - Adler

| 11



Developer Massing – Pine Island Site - Adler

| 12



Developer Massing – 88th Ave Site - Adler

| 13



Developer Renderings – 88th Ave Site- Adler

| 14



Sonnenblick Development

Project Visioning

The scope of the project will include the 112,500 Civic center projects designed to the City of Tamarac's desire. The additional properties will include 1250 residential units, 165,000 feet of retail, 2 hotels (1-extended stay and 1-limited service) with a total of 250 keys, and a parking structure with 800-1300 stalls, depending on need. Sonnenblick Development, LLC prefers to design, build and finance the Civic Center project first to move in the City workforce from their existing offices while concurrently developing the first hotel, retail and workforce housing project. This will create convenience for City Staff and establish market conditions for the retail and residential developments.

The team assembled for this project include Florida companies strong in SBE, minority business, community awareness and who are the best for class and bondable to our standards. The reason for the team, the Residential component is quite substantial, so we partnered with another residential specialists RDG Cardona for this portion. Sonnenblick Development will handle the hotels, the retail and the City Hall project. The three contractors are assigned to coordinate various projects, some of which will be constructed concurrently to speed up the process. All very qualified, experienced and Florida based.

The new Tamarac City Hall and Municipal Complex will be a civic landmark that seamlessly integrates advanced sustainability with a profound commitment to community-centered design. Its architectural identity will be defined by a bold, functional aesthetic dedicated to environmental leadership, expressed through a signature **shade canopy** designed for net-zero performance. This establishes the Complex as a living demonstration of the city's forward-thinking values.

Riviera Beach City Hall, Sports Complex and Mixed-Use Marina Village

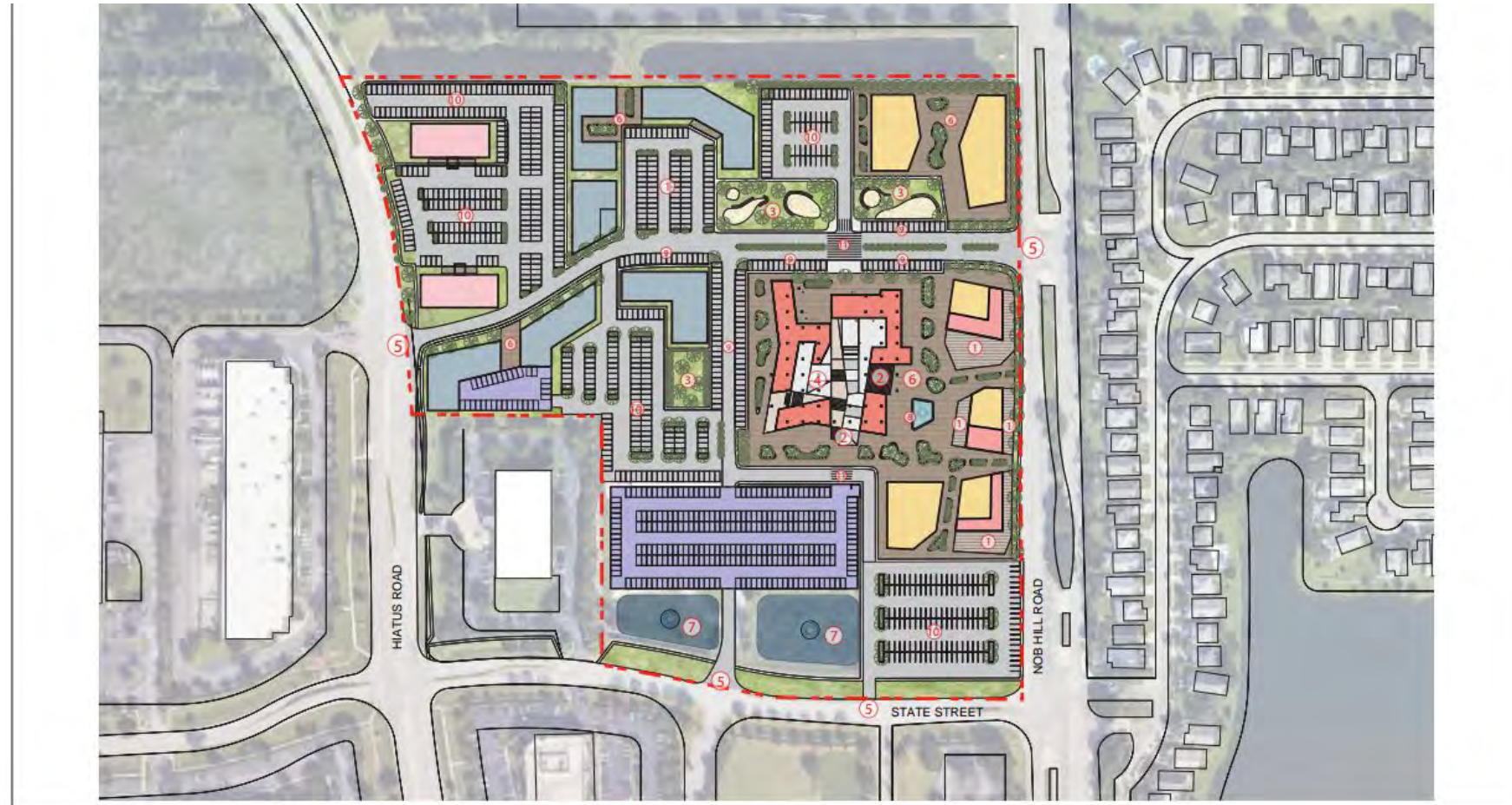


RIVIERA BEACH SPORTS COMPLEX AND CITY HALL



Developer Site Plan – Nob Hill Site - Sonnenblick

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3600 Wilshire Blvd, Suite 2006
Los Angeles, CA 90010
Tel 323.931.1007
www.ojmrarchitects.net



- ① DINING TERRACE
- ② STADIUM STAIRS/RAMP
- ③ GREEN SPACE
- ④ CITY HALL COURTYARD
- ⑤ MAIN ST ENTRANCE
- ⑥ PEDESTRIAN HARDSCAPE

- ⑦ RETENTION POND
- ⑧ REFLECTION POND
- ⑨ STREET PARKING
- ⑩ SURFACE PARKING
- ⑪ CROSSWALK

Site Plan

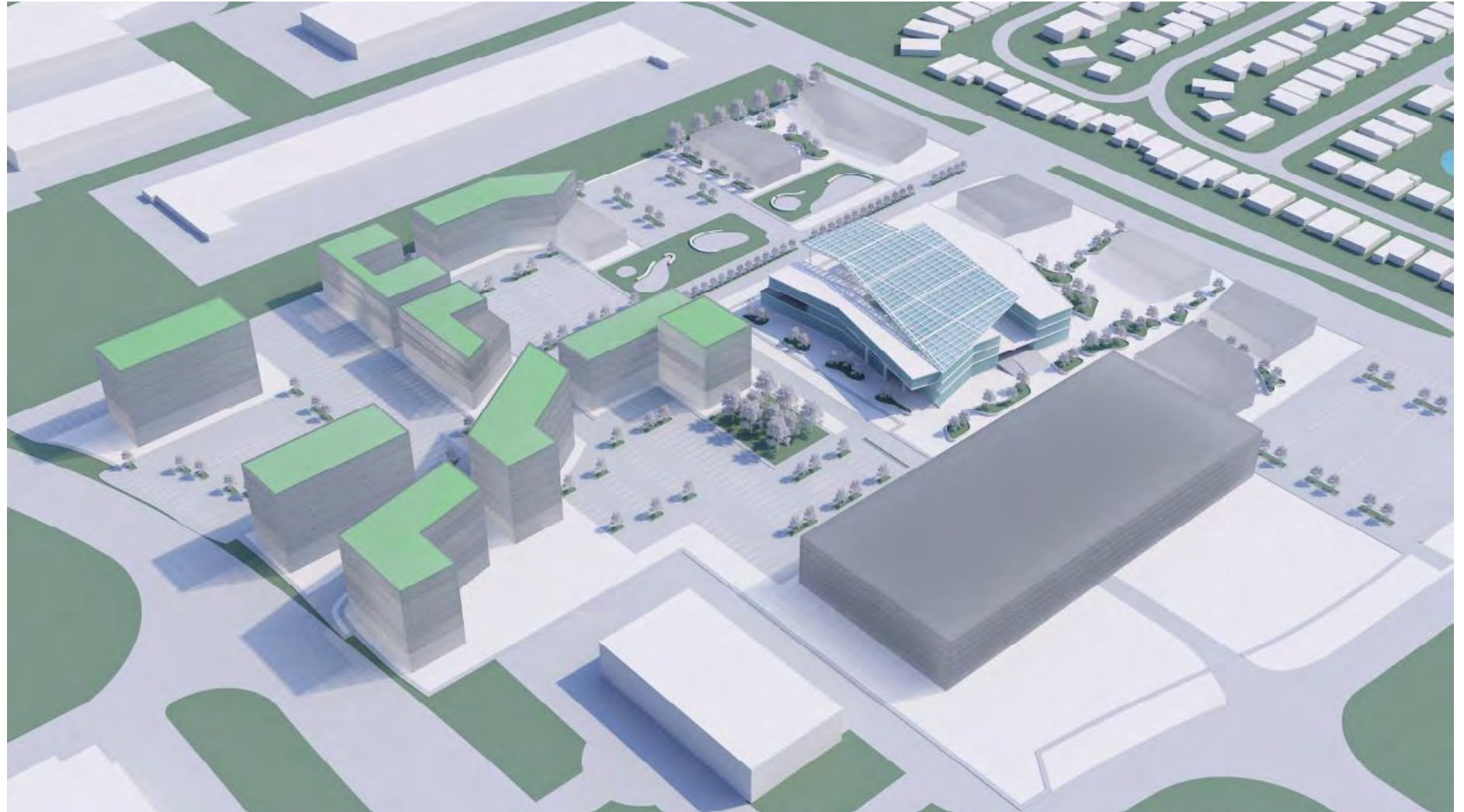
6001-6011 Nob Hill Ln
Tamarac, FL 33321

Scale 1" = 150'-0"

1

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Developer Site Plan – 88th Ave Site - Sonnenblick

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- RETAIL
- RESTAURANT
- PARKING GARAGE
- HOUSING

- ① DINING TERRACE
- ② LAGOON WITH FOUNTAIN
- ③ GREEN SPACE
- ④ ESPLANADE
- ⑤ MAIN ST ENTRANCE
- ⑥ PEDESTRIAN HARDSCAPE

Site Plan

7525 NW 88th Ave
Tamarac, FL 33321

Scale 1" = 100'-0"

2

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Developer Massing – 88th Ave Site - Sonnenblick

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Developer Massing – 88th Ave Site - Sonnenblick

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Deal Financial Summary

Financial Structure Summary

Developer	Adler Development LLC	Sonnenblick Development LLC
Proposed Ground Lease Term	99 Years	99 Years
Guaranteed Base Rent	\$500,000 annual rent Annual increase of the lesser of CPI or 3%	\$500,000 annual rent 20% rent bumps every 10th year of the lease
Projected Revenue Sharing	4% of all gross revenues ~\$475M in nominal Revenue Share over 99 years	2% of the gross revenue of the hotel only
City Hall Owned or Leased	City Hall is owned and occupied by the City of Tamarac	The City will enter a 30-year lease with a purchase option at the end of the lease for \$1
Projected Tax Benefits	~\$600M in nominal tax benefits over 99 years ~\$100M in total NPV for real estate tax benefits	~\$179M (NPV Not specified)
Total Projected City Benefits	Nominal ~\$1,073M NPV ~\$180M	Nominal ~\$600M NPV Not specified
Projected Cost of the New City Hall	\$75M (rounded)	\$80M (rounded)
Funding	City of Tamarac to secure bond financing for the New City Hall. Adler will finance other phases	Entirely provided by Sonnenblick Development LLC
Estimated Annual Financing or Lease Obligation	~\$4.8M Based on 5% interest rate amortized over 30 years, equating to a 6.4% loan constant	~\$4.8M Based on Sonnenblick response estimating rent payment calculated using 4% interest rate and 6% loan constant

Thank you!



Questions/ Discussion

colliers.com

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Discussion Item

AGENDA SECTION: **OTHER**

TITLE: Motion to rescind prior commission action dated April 23, 2025, prohibiting future consideration of the speed detection systems for the school zone speed limits Program. (Original Motion: "To Not Bring the Item Back in Perpetuity").

ATTACHMENTS:

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Discussion Item

AGENDA SECTION: **OTHER**

TITLE: Request to Amend the City of Tamarac On Street Parking Policy to Add Mainlands Section 6 to the List of Neighborhoods with On-Street Parking Restrictions.

ATTACHMENTS:

[Commission_Agenda_Request_Form_2817f8e7-3f5c-4d67-95a1-4389e133d469_pdfa.pdf](#)

Commission Agenda Request Form

Requested by: Marlon Bolton, Vice Mayor, District 1

Meeting Date: 03/11/2026

Agenda Item Title:

Item Description:

Request to Add Mainland Section 6 to the City's Street Parking Enforcement List

☐ I have provided information, or attachment(s), that I would like included as backup material for agenda publication.

☐ There are no additional materials, or attachments, being provided for this item.

eSigned via GovOS.com
Maria Smith
Key: 1dacc9970e1876684e959e225bdc9e35

CITY COMMISSION AGENDA ITEM REPORT

DATE: March 11, 2026

SUBMITTED BY: Kimberly Dillon

ITEM TYPE: Discussion Item

AGENDA SECTION: **OTHER**

TITLE: Presentation & Discussion on the establishment of a formal Sister City Partnership.
Presented by Sister Cities Committee Members, Jay Koutcher (Chair), Peter Mason, and Trisha Soman.

ATTACHMENTS: